

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 8TH, 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 – 20)

5. Discuss and consider approving a line item transfer for the Treasurer's Office

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|--------|----------|
| From | 0100.0497.004999 | Miscellaneous | 300 | |
| To | 0100.0497.004500 | Maintenance Contracts | 300 | |

6. Discuss and consider approving a line item transfer for Purchasing

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------|--------|----------|
| FROM | 0100-0494-003100 | OFFICE SUPPLIES | 200.00 | |

| | | | | |
|----|------------------|-------------------------------|--------|--|
| TO | 0100-0494-004310 | ADVERTISEMENT & LEGAL NOTICES | 200.00 | |
|----|------------------|-------------------------------|--------|--|

7. Discuss and consider approving a line item transfer for Parks and Recreation Department.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|-----------|----------|
| From | 0100 0510 004543 | Repairs to equipment | \$1250.00 | |
| From | 0100 0510 004100 | Professional Services | \$1200.00 | |
| To | 0100 0510 004541 | Vehicle Repairs | \$1950.00 | |
| To | 0100 0510 004231 | Travel | \$500.00 | |

8. Discuss and consider approving a line item transfer for the County Jail.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------------|---------|----------|
| From | 0100-0570-004500 | Maintenance Contract | \$8,000 | |
| To | 0100-0570-003317 | Dental | \$8,000 | |

9. To discuss and consider approving a line item transfer for Justice of the Peace, Pct. #3

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------------|-------------|----------|
| From: | 0100-0453-004350 | Printed Materials & Binding | \$ 1,000.00 | |
| TO: | 0100-0453-004212 | Postage | \$ 1,000.00 | |

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

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------------|-------------|----------|
| TO | 0200-0210-003550 | ASPHALT | \$88,060.00 | |
| FROM | 0200-0210-004350 | PRINTED MATERIALS & BINDING | \$1,000.00 | |
| FROM | 0200-0210-003001 | SM TOOLS & EQUIP | \$2,192.00 | |
| FROM | 0200-0210-004100 | PROF. SERV | \$5,135.00 | |
| FROM | 0200-0210-003552 | CONCRETE | \$5,000.00 | |
| FROM | 0200-0210-003555 | FENCING | \$15,232.00 | |
| FROM | 0200-0210-003599 | ROAD CONST. & MAINT. | \$2069.00 | |
| FROM | 0200-0210-004620 | FURNITURE/EQPT RENTAL | \$2,000.00 | |
| FROM | 0200-0210-003542 | CONTRACT STRIPING | \$15,000.00 | |
| FROM | 0200-0210-005400 | BRIDGES | \$25,152.00 | |
| FROM | 0200-0210-005003 | EQPT > 5000 | \$3,280.00 | |

| | | | | |
|------|------------------|--------------------|------------|--|
| FROM | 0200-0210-003003 | RADIO EQPT | \$7,000.00 | |
| FROM | 0200-0210-003001 | SMALL TOOLS & EQPT | \$5,000.00 | |

11. Discuss and consider approving a line item transfer for Non Departmental

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------------|----------|----------|
| From | 0100-0409-004212 | Non Dept/Postage | \$11,076 | |
| To | 0100-0409-002070 | Non Dept/Retirees | \$11,076 | |

12. Discuss and consider approving a line item transfer for URS

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------------------|----------|----------|
| FROM | 0200-0210-004530 | ANDERSON MILL MAINT. AGREEMENT | \$461.50 | |
| TO | 0200-0210-002070 | GROUP INS/RETIREEES | 461.50 | |

13. Discuss and consider approving a line item transfer for Constable Pct. 3

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------------|--------|----------|
| From | 0100-0553-003002 | Vehicle Equipment | 150.00 | |
| To | 0100-0553-003006 | Office Equipment | 150.00 | |

14. Discuss and consider approving a line item transfer for Constable Pct. 3

15. Discuss and consider approving a budget line item transfer for Juvenile Services.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------------|----------|----------|
| From | 0100.0576.003312 | Justice Benefits | 21800.00 | |
| From | 0100.0576.004102 | Residential Services | 21200.00 | |
| To | 0100.0576.003306 | Food Service | 43000.00 | |

16. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to auction/donation/destruction.

(Complete list filed with official minutes)

17. Consider approving the investment report for July 2009 which was approved by the investment committee on August 31, 2009.

18. Discuss and take appropriate action regarding Agreement between Williamson County and Williamson County Emergency Service District No. 9, Round Rock.

19. Discuss and consider final plat approval for Merkord Subdivision, Pct. 4.
20. Discuss and consider preliminary approval for Estates of Walburg Subdivision, Pct. 4.

REGULAR AGENDA

21. Discuss and take appropriate action on resolution to declare September 11 and 12, 2009, as Up the Chisholm Trail Days in Williamson County.
22. Consider proclaiming the week of Oct. 5th - Oct. 9th, 2009 as "Lawsuit Abuse Awareness Week".
23. Discuss and consider approving a resolution recognizing the week of September 7th to 11th as National Payroll Week.
24. Discuss and take appropriate action on support of resolution designating September 6th through September 12th as "National Suicide Prevention Week" in Williamson County.
25. Hear the September 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.
26. Discuss and take appropriate action on road bond program.
27. Consider resolution determining the necessity and authorizing the condemnation of certain property interests required for the US 183 Extension and related roadway construction project, and take other appropriate action regarding same. (Parcel 28).
28. Consider approving Easement Modification Agreement # 3ER 14355 for Easement and Right-of-Way that was given to Texas Power & Light to Oncor Electric Delivery Company, LLC.
29. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
30. Discuss and consider approving Occupation and Use Agreement for Byers Tract Caretaker.
31. Discuss and take appropriate action regarding Oncor settlement offer.
32. Consider awarding bids and proposals received for Fiscal Year Contracts
33. Consider authorizing the Purchasing Department to have GovDeals and/or Rene Bates Auctioneers hold online auctions for the sale of surplus County vehicles, heavy equipment and surplus County property on the following dates: November 11th, 2009, February 10th, 2010, May 12th, 2010, and August 11th, 2010. All auctions will close by 5pm CST on these dates.

34. Consider authorizing advertising and setting date of September 23, 2009 at 2:00pm in the Purchasing Department to receive SEALED BIDS FOR SALE OF TWO PIECES OF HEAVY MACHINERY, Bid #09WC721.
35. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|----------|----------|
| | 0100.0000.367403 | Park Donations | \$100.00 | 01 |

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

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|------------------|--------|----------|
| | 0100.0510.003670 | Use of Donations | \$100. | 01 |

37. Discuss and consider implementing new procedures for the 2010-2011 budget process.
38. Discuss and take appropriate action regarding Budget Order for 2009/2010.

EXECUTIVE SESSION

39. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
40. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
41. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
42. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
43. Discuss and take appropriate action on real estate.
44. Discuss and take appropriate action on pending or contemplated litigation.
45. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
46. Discuss and take appropriate action on matters relating to personnel.

47. 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: 09/08/2009
Submitted By: Rose Nemec, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Treasurer's Office

Background

We ordered a replacement money counter and the maintenance agreement was somewhat higher than expected

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|--------|----------|
| From | 0100.0497.004999 | Miscellaneous | 300 | |
| To | 0100.0497.004500 | Maintenance Contracts | 300 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---------------------------------|-------------------------|---------------|---------------------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:16 AM | APRV |
| 4 | Budget | Ashlie Koenig | 09/03/2009 11:25 AM | APRV |
| Form Started By: Rose Nemec | | | Started On: 09/02/2009 10:35 AM | |
| Final Approval Date: 09/03/2009 | | | | |

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Purchasing

Background

To cover shortage for advertisement bills

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------------------------|--------|----------|
| FROM | 0100-0494-003100 | OFFICE SUPPLIES | 200.00 | |
| TO | 0100-0494-004310 | ADVERTISEMENT & LEGAL NOTICES | 200.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | Purchasing (Originator) | Bob Space | 09/02/2009 03:20 PM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:16 AM | APRV |
| 5 | Budget | Ashlie Koenig | 09/03/2009 11:25 AM | APRV |

Form Started By: Kerstin Hancock
 Started On: 09/02/2009 12:19 PM
 Final Approval Date: 09/03/2009

Line Item Transfer**Commissioners Court - Regular Session**

Date: 09/08/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Parks and Recreation Department.

Background

The transfer is for internal vehicle repairs (4543). This item was placed in the wrong account category. Our fleet is getting older and repairs are more costly than budgeted. The travel item (4231) is for vehicle mileage mostly for the parks superintendent who does not have a county truck but must use his truck for county business.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|-----------|----------|
| From | 0100 0510 004543 | Repairs to equipment | \$1250.00 | |
| From | 0100 0510 004100 | Professional Services | \$1200.00 | |
| To | 0100 0510 004541 | Vehicle Repairs | \$1950.00 | |
| To | 0100 0510 004231 | Travel | \$500.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:16 AM | APRV |
| 4 | Budget | Ashlie Koenig | 09/03/2009 11:26 AM | APRV |

Form Started By: Jim Rodgers
 Started On: 09/02/2009 01:08 PM
 Final Approval Date: 09/03/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the County Jail.

Background

To cover unanticipated dental procedures performed by outside oral surgeon.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------------|---------|----------|
| From | 0100-0570-004500 | Maintenance Contract | \$8,000 | |
| To | 0100-0570-003317 | Dental | \$8,000 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:16 AM | APRV |
| 4 | Budget | Ashlie Koenig | 09/03/2009 11:31 AM | APRV |

Form Started By: Deborah Wolf
 Started On: 09/02/2009 02:59 PM
 Final Approval Date: 09/03/2009

Line Item Transfer**Commissioners Court - Regular Session**

Date: 09/08/2009
Submitted By: Melissa Goins, J.P. Pct. #3
Department: J.P. Pct. #3
Agenda Category: Consent

Information**Agenda Item**

To discuss and consider approving a line item transfer for Justice of the Peace, Pct. #3

Background

Insufficient funds in postage line item to pay invoice for electronic postage meter.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------------|-------------|----------|
| From: | 0100-0453-004350 | Printed Materials & Binding | \$ 1,000.00 | |
| TO: | 0100-0453-004212 | Postage | \$ 1,000.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---------------------------------|-------------------------|---------------------------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:16 AM | APRV |
| 4 | Budget | Ashlie Koenig | 09/03/2009 11:32 AM | APRV |
| Form Started By: Melissa Goins | | Started On: 09/03/2009 07:49 AM | | |
| Final Approval Date: 09/03/2009 | | | | |

Line Item Transfer**Commissioners Court - Regular Session**

Date: 09/08/2009
Submitted By: Lydia Linden, Unified Road System
Submitted For: Bob Daigh
Department: Unified Road System
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for URS

Background

Line Item transfers for money to continue asphalt and seal coating work on roadways until the end of the fiscal year

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------------|-------------|----------|
| TO | 0200-0210-003550 | ASPHALT | \$88,060.00 | |
| FROM | 0200-0210-004350 | PRINTED MATERIALS & BINDING | \$1,000.00 | |
| FROM | 0200-0210-003001 | SM TOOLS & EQUIP | \$2,192.00 | |
| FROM | 0200-0210-004100 | PROF. SERV | \$5,135.00 | |
| FROM | 0200-0210-003552 | CONCRETE | \$5,000.00 | |
| FROM | 0200-0210-003555 | FENCING | \$15,232.00 | |
| FROM | 0200-0210-003599 | ROAD CONST. & MAINT. | \$2069.00 | |
| FROM | 0200-0210-004620 | FURNITURE/EQPT RENTAL | \$2,000.00 | |
| FROM | 0200-0210-003542 | CONTRACT STRIPING | \$15,000.00 | |
| FROM | 0200-0210-005400 | BRIDGES | \$25,152.00 | |
| FROM | 0200-0210-005003 | EQPT > 5000 | \$3,280.00 | |
| FROM | 0200-0210-003003 | RADIO EQPT | \$7,000.00 | |
| FROM | 0200-0210-003001 | SMALL TOOLS & EQPT | \$5,000.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:16 AM | APRV |
| 4 | Budget | Ashlie Koenig | 09/03/2009 11:49 AM | APRV |

Form Started By: Lydia Linden
 Started On: 09/03/2009 09:12 AM

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Non Departmental

Background

Each year as part of the budget process, an estimate is obtained from Benefits as to how many "expected" retirees the county will have throughout the year. The county pays the employer cost of \$461.50/ per month, per retiree and this line item is short for 2008-2009. This transfer will cover the costs through 9/30/09.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------------|----------|----------|
| From | 0100-0409-004212 | Non Dept/Postage | \$11,076 | |
| To | 0100-0409-002070 | Non Dept/Retirees | \$11,076 | |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 09/03/2009 11:02 AM
 Final Approval Date: 09/03/2009

Line Item Transfer**Commissioners Court - Regular Session**

Date: 09/08/2009
Submitted By: Lydia Linden, Unified Road System
Submitted For: Greg Bergeron
Department: Unified Road System
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for URS

Background

Each year we obtain an estimate from Benefits as to how many retirees we "think" we are going to have during the fiscal year. This is merely an estimate and this year we were slightly short. This transfer will cover funding through 9/30/09.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------------------|----------|----------|
| FROM | 0200-0210-004530 | ANDERSON MILL MAINT. AGREEMENT | \$461.50 | |
| TO | 0200-0210-002070 | GROUP INS/RETIRES | 461.50 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:17 AM | APRV |
| 4 | Budget | Ashlie Koenig | 09/03/2009 11:36 AM | APRV |
| 7 | Budget | Ashlie Koenig | 09/03/2009 11:56 AM | APRV |

Form Started By: Lydia Linden
 Started On: 09/03/2009 11:06 AM
 Final Approval Date: 09/03/2009

Discuss and consider approving a line item transfer for Constable Pct. 3 Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Theresa Lock, Constable Pct. #3
Submitted For: Theresa Lock
Department: Constable Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. 3

Background

LINE ITEM TRANSFER REQUEST INTO 100-0553-003006 - (OFFICE EQUIPMENT) IS DUE TO THE UNEXPECTED PURCHASE OF NEW CREDIT CARD SYSTEM/READERS AND UNEXPECTED COSTS AFFILIATED WITH THE CARPET INSTALLATION.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------------|--------|----------|
| From | 0100-0553-003002 | Vehicle Equipment | 150.00 | |
| To | 0100-0553-003006 | Office Equipment | 150.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------------|--------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:15 AM | APRV |
| 4 | Constable Pct. 3 (Originator) | Theresa Lock | 09/03/2009 11:35 AM | APRV |

Form Started By: Theresa Lock
 Started On: 08/26/2009 11:30 AM
 Final Approval Date: 09/03/2009

Discuss and consider approving a line item transfer for Constable Pct. 3 Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Theresa Lock, Constable Pct. #3
Submitted For: Theresa Lock
Department: Constable Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. 3

Background

Line item transfer request due to increase in warrant collections of fines. Shortage of notification forms.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|------------------------|----------|----------|
| From | 0100-0553-003002 | Vehicle Equipment | \$240.00 | |
| To | 0100-0553-004350 | Printed Forms/Bindings | \$240.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------------|--------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 08/26/2009 02:08 PM | APRV |
| 4 | Constable Pct. 3 (Originator) | Theresa Lock | 09/03/2009 11:35 AM | APRV |

Form Started By: Theresa Lock
 Started On: 08/26/2009 11:38 AM
 Final Approval Date: 09/03/2009

BLI Transfer

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a budget line item transfer for Juvenile Services.

Background

The budget line transfer request for Food Service is based on current year to date and projected expenditures as well as the per meal CPI increase which became effective as of March 2009.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------------|----------|----------|
| From | 0100.0576.003312 | Justice Benefits | 21800.00 | |
| From | 0100.0576.004102 | Residential Services | 21200.00 | |
| To | 0100.0576.003306 | Food Service | 43000.00 | |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Robyn Murray Started On: 09/01/2009 09:42 AM
 Final Approval Date: 09/03/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 09/08/2009
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 through inter-office transfer to auction/donation/destruction.

(Complete list filed with official minutes)

Background

Fiscal Impact

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

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1 | Purchasing | Bob Space | 09/02/2009 03:23 PM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 09/03/2009 11:16 AM | APRV |

Form Started By: Ursula Stone
 Started On: 09/02/2009 08:26 AM
 Final Approval Date: 09/03/2009

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets 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) |
|----------|--|---|----------------|---|
| 3 | keyboards - outdated | Dell | no tag # | Working |
| 4 | mouse - replaced | Dell | no tag # | Working |
| 1 | 15 in. monitor - replaced | Dell | no tag # | Working |
| 3 | Docking Station - | Dell | no tag # | Working |
| 1 | Power Cord | Dell | no tag # | Working |

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY - Lott Training

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

Captain Fred B. Thomas

Lt. Carmona

Print Name

Print Name

Signature

Date Phone Number

+1 (512) 943-1326

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county
☒ 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) |
|----------|---|---|----------------|---|
| 3 | legal size file cabinets - unusable,old,rusty | none | no tag # | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY - Lott Training

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

Captain Fred B. Thomas

Lt. Carmona

Print Name

Print Name

Signature

 +1 (512) 943-1326
 Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

[Print Form](#)

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

Asset List:

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working, Unknown) |
|----------|--|---|----------------|--|
| 1 | DELL Monitor (white) | M40688EN4760309MBWL | | Working |
| 1 | DELL Monitor (white) | 5322DF9S08A9 | | Working |
| 1 | DELL Monitor (white) | KR0688EN4760203IE2VS | | Working |
| 1 | DELL Monitor (white) | M40688EN4760308LBISW | | Working |
| 1 | DELL Monitor (white) | M40688EN476030CDA92L | | Working |
| 1 | DELL Monitor (white) | 87098C00RN18 | | Working |
| 1 | DELL monitor (white) | 5322DK026729 | | Working |
| 1 | DELL Monitor (white) | 5322DK7M AA 89 | | Working |

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. Marshall

Capt. David Bertling

Print Name

Print Name

L.C. Marshall

x1305

Signature

Phone Number

Date 8-31-09

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

Phone Number

Date

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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Williamson County

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☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset List:

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working, Unknown) |
|----------|--|---|----------------|--|
| 1 | DELL Monitor (white) | 47605039A2F9 | | Working |
| 1 | DELL Monitor (white) | NO Number Found | | Working |
| 1 | DELL Monitor (white) | 5322DEBDRN39 | | Working |
| 1 | DELL Monitor (white) | 8148718 | | Working |
| 1 | DELL Monitor (white) | 8203518 | | Working |
| 1 | DELL Monitor (white) | 5322DEN41H29 | | Working |
| 1 | OPTIQUEST Monitor (white) | 116021005737 | | Working |
| 1 | Dell Monitor (white) | KR05322047602014 | | Working |

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

L.C. Marshall

Signature

Date 8-31-09

Contact Person:

Capt. David Bertling

Print Name

x 1305

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working, Unknown) |
|----------|--|---|----------------|--|
| 1 | DELL TOWER (white) | G1FX T01 | NONE | Working |
| 1 | DELL TOWER (white) | CP6J001 | NONE | Working |
| 1 | DELL TOWER (white) | 054JKK | C00081 | Working |
| 1 | DELL TOWER (white) | 2P6J001 | C00543 | Working |
| 1 | DELL TOWER (white) | 2NGNFO1 | C00480 | Working |
| 1 | DELL TOWER (white) | 87RQR01 | C00817 | Working |
| 1 | DELL TOWER (white) | D66J001 | C00096 | Working |
| 1 | DELL TOWER (white) | G6N9601 | C00815 | Working |

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

L.C. Marshall

Signature

Date 8-31-09

Contact Person:

Capt. David Bretling

Print Name

X1305

Phone Number

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

Transferee - Elected Official/Department Head/

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Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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

Forward to County Auditor's Office

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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 TOWER (white) | H R F R 001 | C000654 | Working |
| 1 | DELL TOWER (white) | D R 6 9 8 0 1 | C00835 | Working |
| 1 | DELL TOWER (white) | G 6 6 J 0 0 1 | C00375 | Working |
| 1 | DELL TOWER (white) | 2 5 6 9 8 0 1 | C00110 | Working |
| 1 | DELL TOWER (white) | H 6 6 J 0 0 1 | C000090 | Working |
| 1 | DELL TOWER (white) | F 7 6 J 0 0 1 | C000088 | Working |
| 1 | DELL TOWER (white) | 4 N V H 4 0 1 | C00816 | Working |
| 1 | DELL TOWER (white) | 9 R Q M I | C00768 | Working |

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

L.C. Marshall

Signature

Date 8-31-09

Contact Person:

Capt. David Bertling

Print Name

X1305

Phone Number

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

Transferee - Elected Official/Department Head/

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Contact Person:

Print Name

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- ☐ **TRADE-IN** for new assets for the county
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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 TOWER (white) | 9H R9C01 | C00818 | Working |
| 1 | DELL TOWER (white) | 9C55C01 | C00683 | Working |
| 1 | DELL Tower (white) | 824J001 | NONE | Working |
| 14 | Keyboards (white) | | | Working |
| 14 | mouse Controls (white) | | | Working |
| 3 | SPEAKERS (white) | | | Working |
| | | | | Working |
| | | | | Working |

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

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

Contact Person:

L.C. Marshall

Capt. David Bertling
Print Name

Print Name

Print Name _____

20 Marshall

 x 1305

Phone Number

Date 8-31-09

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

**Transferee - Elected Official/Department Head/
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☐ TRADE-IN for new assets for the county

☒ SALE at the earliest auction

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| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working, Unknown) |
|----------|--|---|----------------|--|
| 1 | Dell Monitor (Black) | CNOP0151-64180-484 | | Working |
| 1 | Dell Monitor (Black) | CNOP0151-64180-494 | | Working |
| 1 | Dell Monitor (Black) | CNOP0151-64180-47P | | Working |
| 1 | Dell monitor (Black) | MX-081464-47741-235 | | Working |
| 1 | Dell Notebook (Black) | 1NP8721 | C00953 | Working |
| 1 | Dell Tower (Black) | 1NP8721 | C00761 | Working |
| 1 | Dell Tower (Black) | 1PV3N11 | C00757 | Working |
| 1 | Dell Tower (Black) | 3NP8721 | C00767 | Working |

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/
Authorized Staff:

L.C. Marshall

Contact Person:

Capt. David Bertling

Print Name

Print Name

Signature

Phone Number

Date 8-31-09

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

Transferee - Elected Official/Department Head/

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Phone Number

Date

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☐ TRADE-IN for new assets for the county

☒ SALE at the earliest auction

☐ DONATION to a non-county entity

Asset List:

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working, Unknown) |
|----------|--|---|----------------|--|
| 12 | Keyboards (Black) | | | Non-Working |
| 1 | Mouse Condor (Black) | | | Non-Working |
| 1 | OKI DATA Microline 570 Printer | 806B1022184 | | Non-Working |
| 1 | BROTHER INTELLIFAX | L56583K4K540500 | | Non-Working |
| 1 | HP Scanjet 4400cc | HP C9870A #AC3 | | Non-Working |
| 1 | WORLD PPS/4 | 952996MO225300 | | Non-Working |
| 1 | ATIVA DQ 120 Dn | NONK | | Non-Working |
| | | | | Non-Working |

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/
Authorized Staff:

L.C. Marshall

Print Name

Signature

Date 8-31-09

Contact Person:

Capt. David Beetling

Print Name

Phone Number

x1305

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

Transferee - Elected Official/Department Head/
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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) |
|----------|--|---|----------------|--|
| 1 | BLK 4DR FILE CABINET | NONE | N/A | Working |
| 1 | YELLOW 2DR FILE CABINET | NONE | N/A | Working |
| 1 | GRAY 2 DR FILE CABINET | NONE | A110873 | Working |
| 1 | METAL ROLLING SHELVING UNIT | NONE | N/A | Working |
| 1 | WHITE METAL SHELVING UNIT WITH SIX SHELVES | NONE | N/A | Working |

Parties involved:**FROM** (Transferor Department): _____**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Print Name

Print Name

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

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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

Asset Status Change Form

Print Form

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

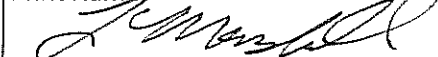
- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county
☒ SALE at the earliest auction * ☐ DONATION to a non-county entity ☐ DESTRUCTION due to Public Health / Safety

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 | GRAY SHELIVING UNIT W/6 SHELVES | NONE | N/A | Working |
| 1 | GRAY SHELIVING UNIT WITH NO SHELVES | NONE | N/A | Working |
| | | NONE | N/A | Working |
| | | NONE | N/A | Working |
| | | NONE | N/A | Working |

Parties involved:**FROM** (Transferor Department): _____**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**L.C. Marshall

Print Name



Signature

8-31-09

Date

Captain David Bertling

Print Name

21305

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:**

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

Williamson County Investment Committee Meeting August 31, 2009 Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the investment report for July 2009 which was approved by the investment committee on August 31, 2009.

Background

Fiscal Impact

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

Attachments

Link: [Williamson County Investment Committee Meeting August 31, 2009](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 09/02/2009 01:41 PM
Final Approval Date: 09/03/2009

**WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA**

**August 31, 2009
3:00 p.m.**

1. Accept/approve agenda
2. Approve minutes of July 23, 2009
3. Review/approve Investment Reports for July 2009
4. Review Economic Outlook
5. Misc.
6. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

July 23, 2009

The Williamson County Investment Committee met on Thursday, July 23 at 3:00 p.m. in Judge Gattis' conference room. Committee members present were; Deborah M. Hunt, County Tax Assessor/Collector, David U. Flores, County Auditor, and Vivian L. Wood, County Treasurer. Greg Warner with First Southwest Asset Management (FSAM) also attended the meeting.

Mr. Flores recommended that Ms. Hunt chair the meeting in the absence of Mr. Gattis. Ms. Hunt called the meeting to order at 3:20 p.m. Minutes from June 23, 2009 were reviewed. A motion was made by Mr. Flores to accept the agenda and minutes as presented. Motion seconded by Ms. Hunt. Motion carried.

Ms. Wood reviewed the Investment Reports for the month ending June 30, 2009. She noted the investment through the CDARS program and explained the CDARS concept. The rates on the certificates of deposit are above rates in the pools. CDARS rates are quoted on Tuesdays and purchases are made on Wednesdays. Mr. Warner reviewed the 3rd quarter investment reports. Funds that mature and are part of the County reserves should be reinvested when there are opportunities. He gave several examples of investments that are available. A discussion was held in regard to bond funds that are available for investments. Mr. Flores stated that information would be available from Mr. Weaver. A motion was made by Mr. Flores, second by Ms. Hunt to accept the month of July and 3rd quarter investment reports as presented. Motion carried.

Mr. Warner provided information on what FSAM is seeing in the financial markets. There is no anticipation that the Fed will raise the Federal funds rates until the second quarter of 2011. General discussion was held in regard to the unemployment rates, housing markets, and the general state of the economy effects on Texas and the U.S.

Ms. Wood reported that she has requested funding for the Oracle Treasury Module software in her budget for the coming year.

Mr. Gattis and Ms. Covey came in at the latter part of the meeting.

There being no other business, the meeting adjourned at 4:10 p.m.

JULY 2009 COUNTY INVESTMENT
FY 2009
INTEREST RATE: TEXPOOL PRIME .458% -- TEXPOOL .338% -- TEXSTAR .323%

| ACCOUNT NAME | TEXPOOL | | | TEXPOOL PRIME | | | TEXSTAR | | | LONGTERM INVESTMENT | | | TOTAL INTEREST ONLY | GRAND TOTAL |
|--|-----------------|----------------|-----------------|-----------------|----------------|-----------------|-----------------|----------------|-----------------|----------------------------------|--------------------|------------------------|---------------------|----------------|
| | BALANCE 8/31/09 | TOTAL INTEREST | BALANCE 7/31/09 | BALANCE 8/31/09 | TOTAL INTEREST | BALANCE 7/31/09 | BALANCE 8/31/09 | TOTAL INTEREST | BALANCE 7/31/09 | TOTAL BALANCE IN ACCOUNT 7/31/09 | MARKED AT MATURITY | EARLIEST MATURITY DATE | | |
| GENERAL FUND | | | | | | | | | | | | | | |
| ADR FUND | 178,848.27 | 51.43 | 178,999.70 | | | | | | | | | | 51.43 | 178,999.70 |
| CHILD SAFETY | 309,763.46 | 89.01 | 309,755.09 | | | | | | | | | | 89.01 | 309,755.09 |
| CRTHSE SEC | 77,329.21 | 22.24 | 77,351.45 | | | | | | | | | | 22.24 | 77,351.45 |
| CO RECORD ARC | 604,697.70 | 173.81 | 604,871.51 | | | | | | | 1,000,000.00 | | 5/7/10 | 173.81 | 1,604,871.51 |
| COUNTY RMP | 844,123.68 | 242.62 | 844,366.30 | | | | | | | | | | 242.62 | 844,366.30 |
| CT RPTTR SVC | 683,147.49 | 196.35 | 683,343.84 | | | | | | | | | | 196.35 | 683,343.84 |
| GENERAL FUND | 34,459.45 | 9.92 | 34,569.37 | 36,647,088.30 | 13,456.97 | 34,860,555.27 | | | | 19,388,739.68 | 17,500.00 | 9/15/09 | 30,976.89 | 54,833,858.60 |
| JUSTICE CRT TECH | 493,784.29 | 141.92 | 493,926.21 | | | | | | | | | | 141.92 | 493,926.21 |
| LIBRARY FUND | 602,365.73 | 173.13 | 602,538.86 | | | | | | | | | | 173.13 | 602,538.86 |
| KARST | 700,154.98 | 201.24 | 700,356.22 | | | | | | | | | | 201.24 | 700,356.22 |
| RMP | 1,033,265.36 | 296.99 | 1,033,562.35 | | | | | | | 3,265,016.72 | | 9/15/09 | 296.99 | 1,033,562.35 |
| TOBACCO FUNDS | 28,345.64 | 8.15 | 28,353.79 | 896,426.58 | 348.66 | 896,775.24 | | | | 24,203,766.30 | 17,500.00 | | 356.81 | 4,190,145.75 |
| TOTAL | 5,590,394.26 | 1,608.61 | 5,591,991.07 | 37,743,514.88 | 13,615.63 | 35,757,330.51 | 0.00 | 0.00 | 0.00 | 5,312,913.20 | 17,500.00 | 9/15/09 | 32,922.44 | 65,553,077.88 |
| ROAD AND BRIDGE | 24,354.14 | 7.01 | 24,361.15 | 7,231,808.36 | 2,963.61 | 11,234,771.97 | | | | | | | 20,470.62 | 16,572,046.32 |
| CO'S & BOND | | | | | | | | | | | | | | |
| 2007 PARK BONDS | | | | 2,448,006.74 | 949.56 | 2,431,220.42 | | | | | | | 949.56 | 2,431,220.42 |
| 2007 ROAD BONDS | | | | 2,853,504.29 | 1,900.62 | 5,852,448.17 | | | | 13,054,475.00 | | 6/13/10 | 1,900.62 | 18,906,923.17 |
| CITIGROUP GLOBAL MARKETS FLEX REPURCHASE | | | | | | | | | | 100,925,000.00 | | 12/15/10 | | 100,925,000.00 |
| C O SERIES 2008 | 3,807.97 | 0.67 | 0.00 | 13,632,998.96 | 6,414.37 | 18,212,766.93 | | | | 8,879,391.67 | 100,086.27 | 11/2/09 | 106,500.64 | 27,092,158.60 |
| GF BOND 01 | 3,991.58 | 1.03 | 3,048.51 | 24,034,334.46 | 9,818.70 | 29,686,203.74 | 257,772.42 | 70.77 | 257,843.19 | | 37,769.57 | | 47,660.07 | 29,927,095.44 |
| GF BOND 02 | | | | | | | | | | | | | | |
| LT NOTES 02B | 3,601.67 | 0.90 | 0.00 | 11,725.77 | 3.98 | 0.00 | | | | | | | 4.88 | |
| PARKS LIMITED TAX BONDS 2009 | | | | | | | 4,332,660.48 | 1,189.43 | 4,333,749.91 | | | | 1,189.43 | 4,333,749.91 |
| PASS THROUGH TOLL LT BOND 2009 | | | | 62,414,346.15 | 23,996.32 | 60,517,481.43 | | | | | | | 23,996.32 | 60,517,481.43 |
| TOTAL | 11,400.92 | 2.60 | 3,048.51 | 105,394,878.37 | 43,083.55 | 116,690,120.69 | 4,590,332.90 | 1,260.20 | 4,591,593.10 | 122,858,866.67 | 137,855.84 | | 182,202.19 | 244,133,628.97 |
| 2008 TAN | 97,272.00 | 27.94 | 97,299.94 | 4,723,954.91 | 1,707.21 | 3,831,662.72 | | | | 4,859,166.67 | | 9/18/09 | 1,735.15 | 8,788,129.33 |
| COUNTY BENEFITS | 13,097.27 | 3.76 | 13,101.03 | 1,655,879.01 | 591.83 | 1,233,550.97 | | | | | | | 595.59 | 1,246,652.00 |
| DEBT SERVICE | 482,841.97 | 138.78 | 482,980.75 | 38,966,194.08 | 15,274.85 | 39,381,468.93 | | | | 6,000,000.00 | | 8/8/09 | | 39,864,449.68 |
| DEBT SVS CDARS | | | | | | | | | | | | | | 6,000,000.00 |
| SE ROAD DIST | 17,763.46 | 5.10 | 17,768.56 | | | | | | | | | | 5.10 | 17,768.56 |
| SW ROAD DIST | 875,743.24 | 251.71 | 875,994.95 | | | | | | | | | | 251.71 | 875,994.95 |
| WC SH45 FUND | | | | | | | | | | 1,500,062.50 | | 11/18/10 | | 1,500,062.50 |
| TOTALS | 7,112,857.26 | 2,043.71 | 7,106,845.96 | 196,722,225.61 | 77,436.68 | 206,116,906.79 | 4,590,332.90 | 1,260.20 | 4,591,593.10 | 164,734,766.34 | 172,855.84 | | 253,696.43 | 384,551,810.19 |

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK, JULY 2009 INTEREST RATE 0.455%

Vivian L. Wood
 Vivian L. Wood
 Williamson County Treasurer

August 12, 2009
 DATE

JULY 2009 NON-COUNTY INVESTMENT

FY 2009

INTEREST RATE: TEXPOOL PRIME .458% -- TEXPOOL .338% -- TEXSTAR .323%

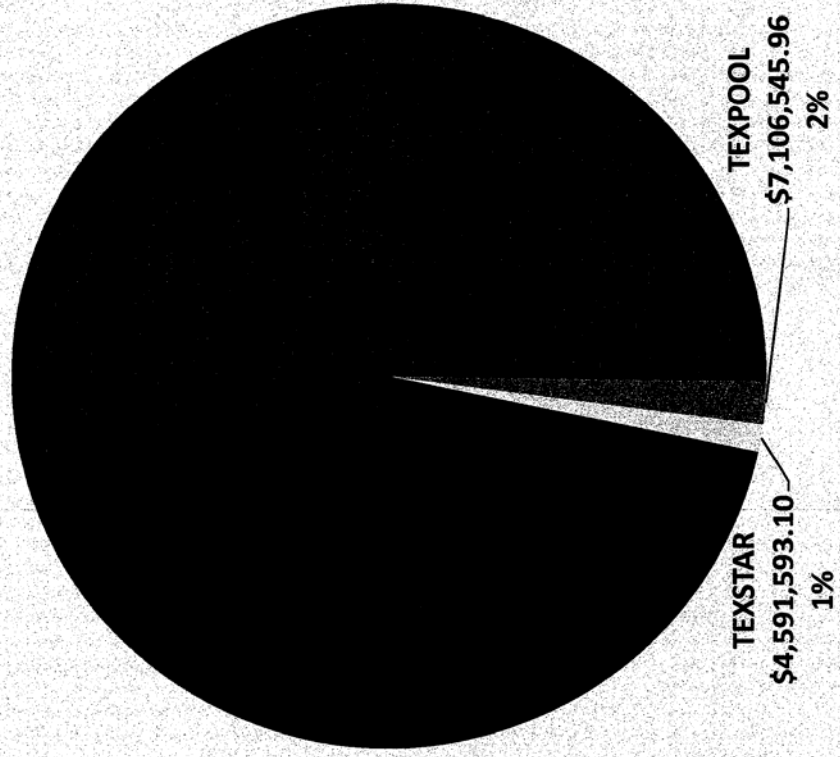
| ACCOUNT NAME | TEXPOOL | | TEXPOOL PRIME | | TEXSTAR | | LONGTERM INVESTMENT | | TOTAL INTEREST ONLY | GRAND TOTAL (including interest) |
|--------------------|-----------------|------------------------|-----------------|------------------------|-----------------|------------------------|--|-----------------------------|---------------------|----------------------------------|
| | BALANCE 6/30/09 | TOTAL INTEREST 7/31/09 | BALANCE 6/30/09 | TOTAL INTEREST 7/31/09 | BALANCE 6/30/09 | TOTAL INTEREST 7/31/09 | TOTAL BALANCE IN ACCOUNT AS OF 7/31/09 | INTEREST EARNED AT MATURITY | | |
| CITIES HEALTH DIST | 76,108.87 | 21.88 | 76,130.75 | 588.66 | 1,513,426.62 | 588.66 | 1,514,015.28 | | 610.54 | 1,590,146.03 |
| COUNTY CLERK | 1,539,663.14 | 422.50 | 1,454,446.57 | | | | | | 422.50 | 1,454,446.57 |
| DA DRUG FUND | 122,135.47 | 35.10 | 122,170.57 | | | | | | 35.10 | 122,170.57 |
| MEDICAID | 152,063.86 | 50.93 | 150,050.93 | | | | | | 50.93 | 150,050.93 |
| SHERIFF COMMISSARY | 502,396.91 | 144.40 | 502,541.31 | | | | | | 144.40 | 502,541.31 |
| TOTALS | 5,428,811.67 | 1,519.51 | 5,071,317.50 | 588.71 | 1,513,717.50 | 588.71 | 1,514,306.21 | | 2,108.22 | 6,585,623.71 |

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; JULY 2009 INTEREST RATE 0.455%

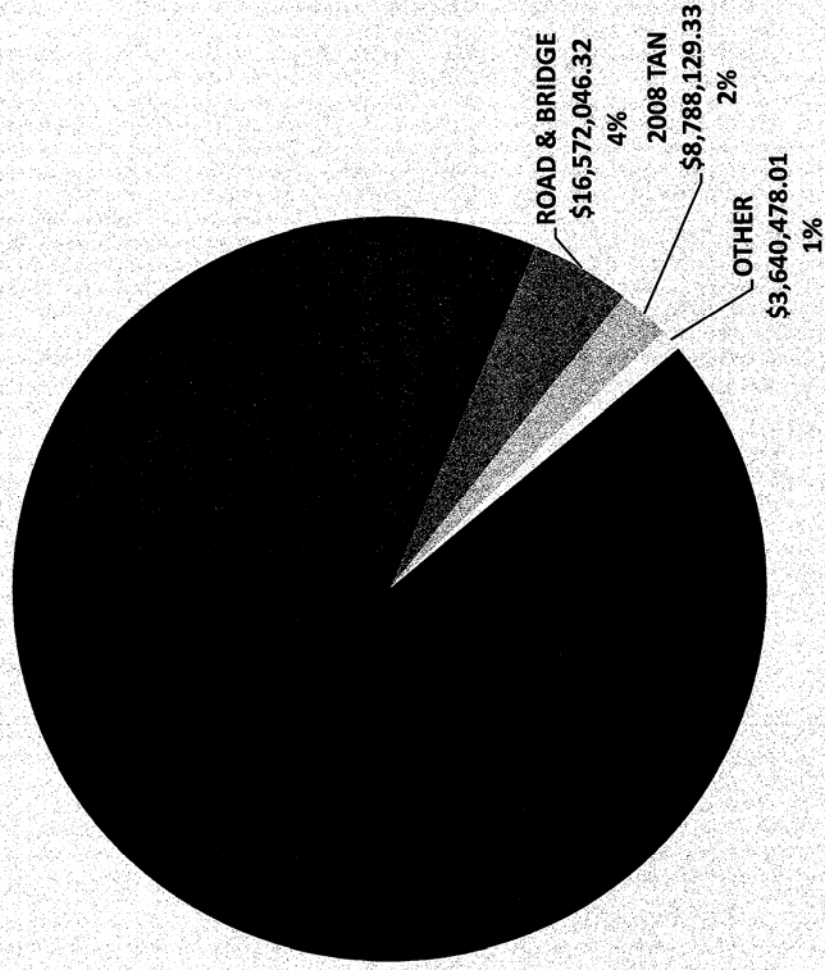
Vivian L. Wood
Vivian L. Wood
Williamson County Treasurer

August 13, 2009
DATE

**FY 2009 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF JULY 31, 2009**



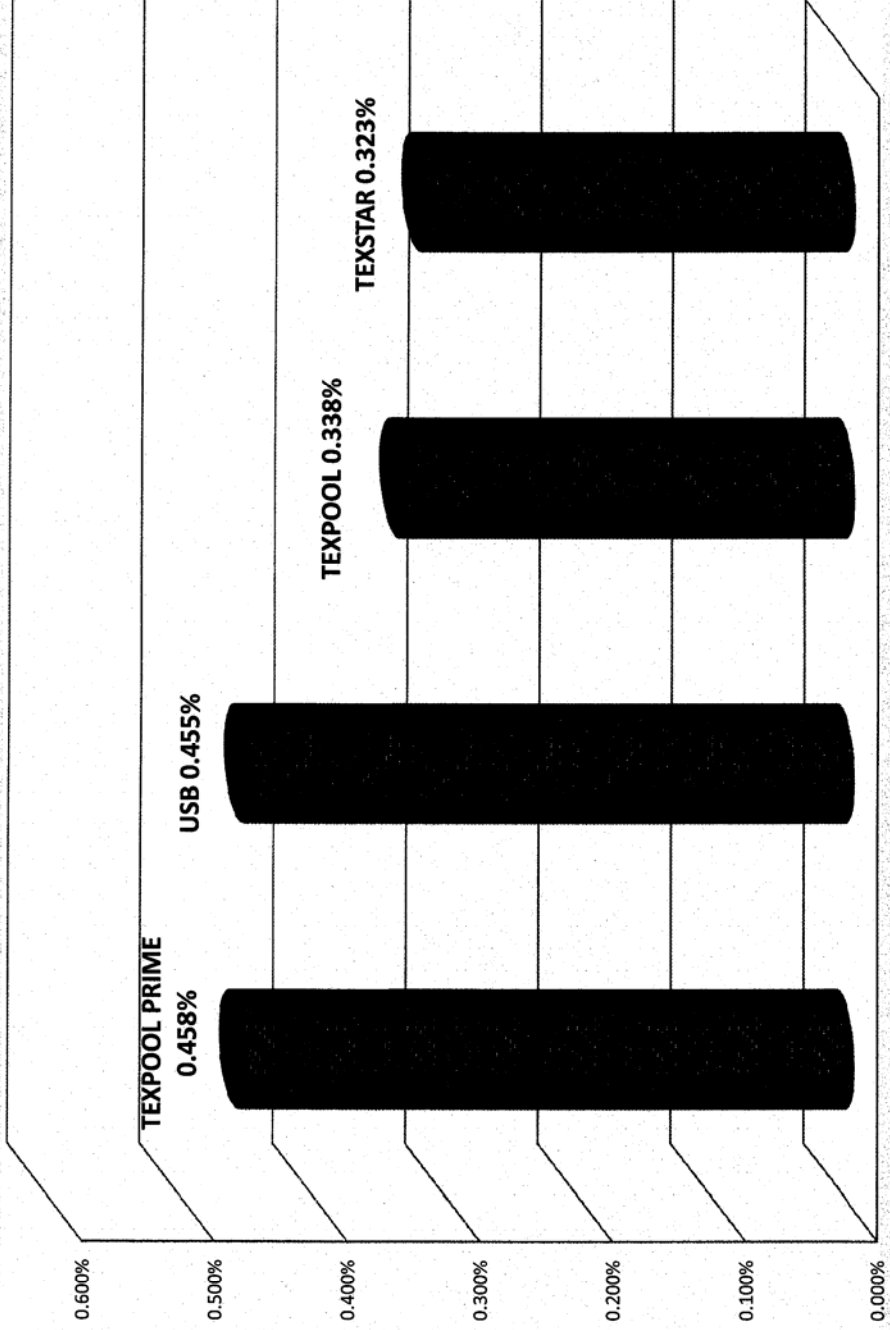
**FY 2009 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF JULY 31, 2009**



County Benefits, WC SH45 Fund, SE Road District and SW Road District represent less than 1% of the grand total and are grouped in the "OTHER" category.

INTEREST RATES FOR TEXPOOL PRIME, UNION STATE BANK, TEXPOOL, TEXSTAR

JULY 2009



**Agreement between Williamson County and Williamson County Emergency
Service District No. 9, Round Rock
Commissioners Court - Regular Session**

Date: 09/08/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County and Williamson County Emergency Service District No. 9, Round Rock.

Background

Fiscal Impact

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

Attachments

Link: [ESD No 9 Agreement](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 09/01/2009 04:56 PM
Final Approval Date: 09/03/2009

THE STATE OF TEXAS

*

* KNOW ALL MEN BY THESE PRESENTS

*

COUNTY OF WILLIAMSON

THAT **Williamson County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as the "County"); and the **Williamson County Emergency Service District No. 9** an emergency service district created and operating under Chapter 775 of the Texas Health and Safety Code (referred to herein as the "ESD"), have entered into the following:

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the ESD the sum of **\$64,000.00** in two separate (2) payments. The first payment being made when the County has received a signed agreement accompanied by a detailed accounting of the prior year's expenditures of the County allotment. The second payment will be disbursed on or before September 30, 2009. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The ESD agrees to provide fire protection services within the ESD's district boundaries and in any area in the County when requested by any other fire company or emergency service district, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2009.
3. It is understood by the ESD that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the ESD to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the ESD which are not related to the provision of said services.

Executed on this the 31 day of August, 2009

**Williamson County Emergency
Services District No. 9**

By: _____

Jason Yelverton,
President

Williamson County, Texas

By: _____

Dan A. Gattis,
Williamson County Judge

Final Plat/Merkord Commissioners Court - Regular Session

Date: 09/08/2009
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 Merkord Subdivision, Pct. 4.

Background

Fiscal Impact

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

Attachments

Link: [Projects/Merkord Final Plat](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 09/02/2009 08:34 AM
Final Approval Date: 09/03/2009

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

OWNER'S CERTIFICATION:

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

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

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

Clarence Merkord
CLARENCE MERKORD
301 COUNTY RD. 101
HUTTO, TEXAS 78634

Carolyn Merkord
CAROLYN MERKORD
301 COUNTY RD. 101
HUTTO, TEXAS 78634

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 8 DAY OF July, 2009, PERSONALLY APPEARED _____ & _____ KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Erin Leigh Herd
PRINTED NAME OR NOTARY AND NOTARY STAMP
November 21, 2012
DATE NOTARY COMMISSION EXPIRES



LIEN HOLDER'S CERTIFICATION:

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

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

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF August, 2009.

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

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

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF August, 2009.

Rebecca Zechiel
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



OWNERS RESPONSIBILITY:

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

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

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

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

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

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

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

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

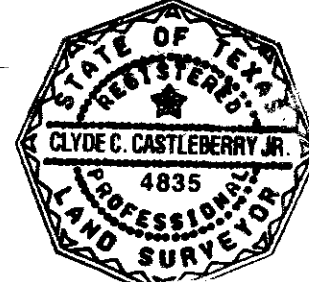
SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §
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, 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. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS

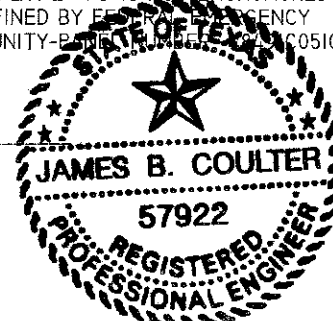


ENGINEER'S CERTIFICATION:

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

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

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



LIEN FREE RIGHT OF WAY:

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

MAIL BOXES:

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

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 2nd DAY OF June, 2009 A.D.

Shilpa Bhadsavle
WILLIAMSON COUNTY ADDRESS COORDINATOR
SHILPA BHADSAVLE

HEALTH DISTRICT:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (TCEQ), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLIAMSON COUNTY, REGULATIONS OF THE EDWARDS AQUIFER CHAPTER 3/3 SUBCHAPTER A SSI31.1-3/3.15. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

Paulo Pinto
PAULO PINTO DATE
DIRECTOR ENVIRONMENTAL SERVICES

COUNTY JUDGE'S APPROVAL:

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

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

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

COUNTY CLERK'S APPROVAL:

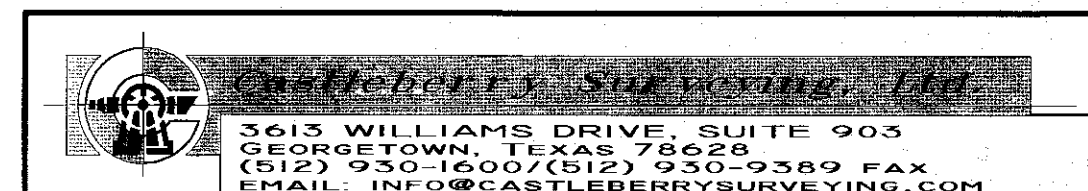
STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

DEPUTY



SHEET

2 OF 2

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



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

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

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

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

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

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

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

TOTAL ACRES: 12.35 ACRES
NO. OF LOTS: 3 LOTS
NO. OF BLOCKS: 1
AREA OF SMALLEST RESIDENTIAL LOT: 2.91 ACRES
PROPOSED USE: RESIDENTIAL
OWNER: CLARENCE MERKORD
301 COUNTY RD. 101
HUTTO, TX 78634
SURVEYOR: CASTLEBERRY SURVEYING, LTD.
5613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78626
(512) 930-1600 / (512) 930-9389 FAX
ENGINEER: COULTER ENGINEERING, INC.
595 ROUND ROCK WEST DRIVE, STE 101
ROUND ROCK, TEXAS 78681
BENCHMARK: AN "X" SET IN A CONCRETE HEADWALL
ELEVATION: 651.43' NAVD88

THE CALCULATED NORTHWEST
CORNER OF THE JOHN DYKES SURVEY
BEARS N 89°33'53" W 1306.13 FEET

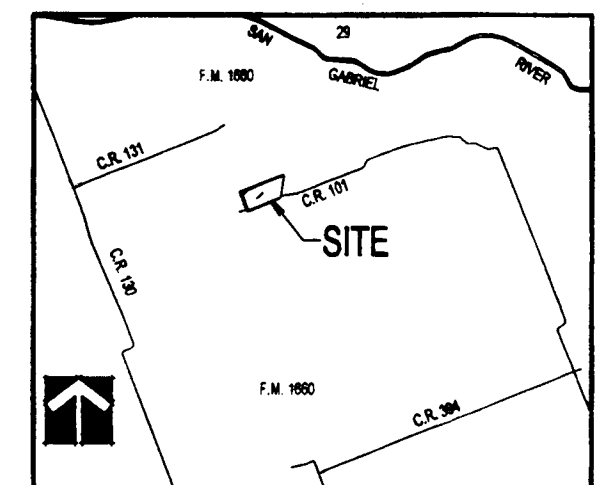
PLAT NOTES:

- THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
- MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- WATER SERVICE WILL BE PROVIDED BY JONAH WATER (S.U.D.) AND WASTEWATER SERVICE SHALL BE PROVIDED BY ON-SITE SANITARY SEWAGE FACILITIES.
- ON-SITE SEWAGE FACILITY (O.S.S.F.) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- NO STRUCTURE OR LAND ON THIS BLUE-LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- NO DEVELOPMENT SHALL BEGIN PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS BLUE LINE (SURVEY), AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- THIS TRACT LIES WHOLLY IN THE COUNTY OF WILLIAMSON, AND IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE (EARZ).
- CONTOUR ELEVATIONS SHOWN HEREON BASED ON DATA OBTAINED FROM TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRS).
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 4849C0510 E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- NO STRUCTURE OF LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- DRIVEWAY DRAINAGE PIPES FOR EACH LOT IN THIS SUBDIVISION SHALL BE 18" DIAMETER CORRUGATED METAL PIPE.
- ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT. NOTICE OF THESE DRAINPIPE PLACEMENT REQUIREMENTS SHALL BE PLACED IN ALL DEED RESTRICTIONS.

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

| LOT TABLE | | | | |
|-----------|-------|--------|------------|-------|
| ID | DELTA | RADIUS | ARC LENGTH | CHORD |
| LOT 1 | 2.91 | | | |
| LOT 2 | 5.37 | | | |
| LOT 3 | 4.07 | | | |

| CURVE TABLE | | | | |
|-------------|-----------|----------|------------|---------|
| ID | DELTA | RADIUS | ARC LENGTH | CHORD |
| C1 | 15°38'11" | 1134.96' | 309.74' | 308.78' |
| C2 | 16°59'06" | 889.05' | 263.55' | 262.59' |
| C3 | 12°42'23" | 1134.96' | 251.70' | 251.18' |
| C4 | 2°55'48" | 1134.96' | 58.04' | 58.03' |



VICINITY MAP



5613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78626
(512) 930-1600 / (512) 930-9389 FAX
EMAIL: INFO@CASTLEBERRYSURVEYING.COM

SHEET

1 OF 2

Preliminary Plat Estates of Walburg Subdivision Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary approval for Estates of Walburg Subdivision, Pct. 4.

Background

Fiscal Impact

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

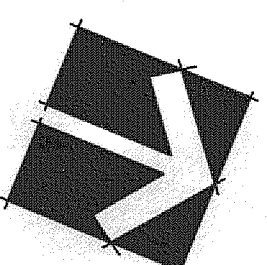
Attachments

Link: [Projects/Estates of Walburg](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 09/03/2009 11:28 AM
Final Approval Date: 09/03/2009

PRELIMINARY PLAT OF
ESTATES OF WALBURG SUBDIVISION
97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT NO. 818,
WILLAMSON COUNTY, TEXAS



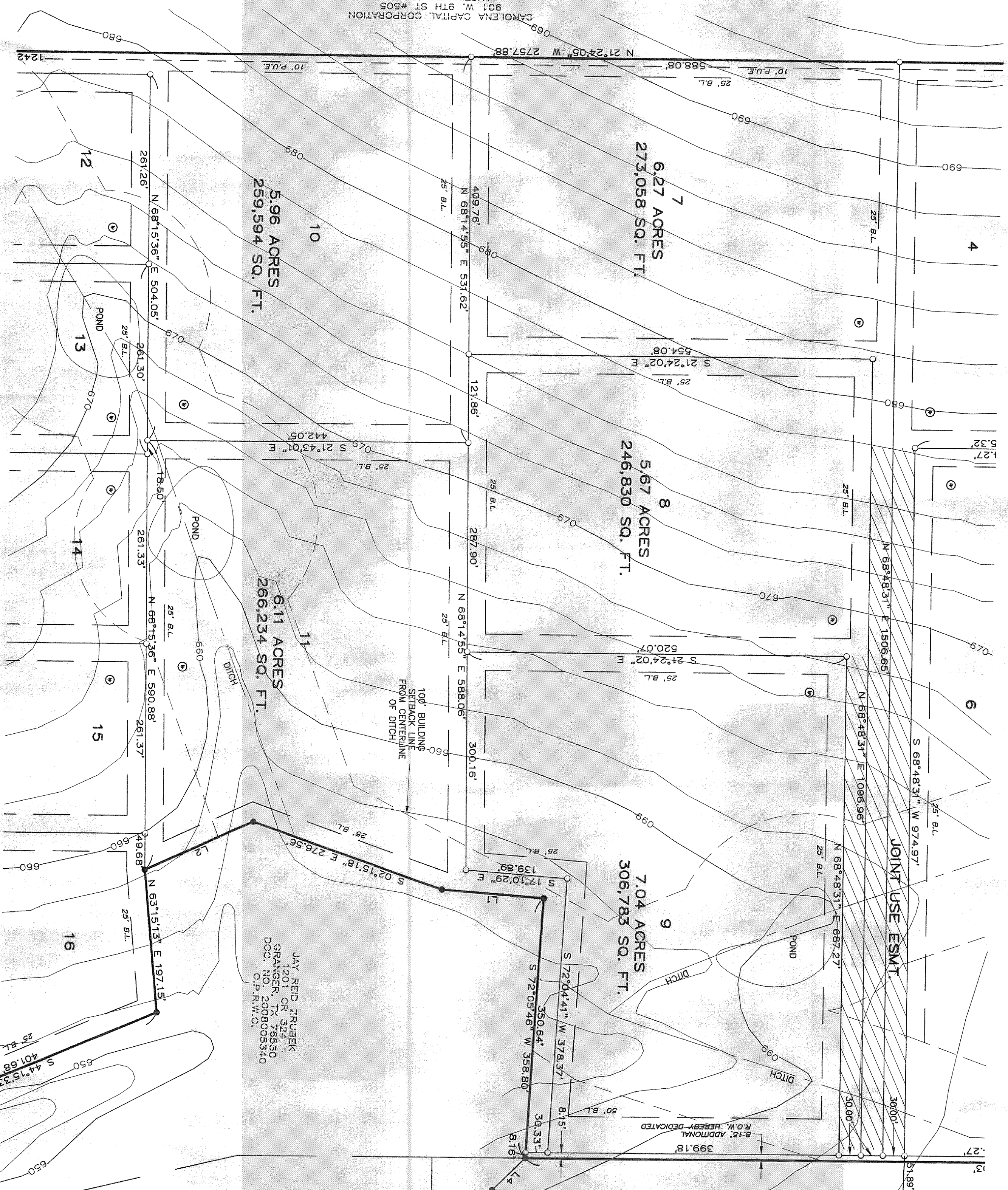
Scale: 1" = 100'
BEARINGS CITED HEREON BASED ON TEXAS
STATE PLANE COORDINATE SYSTEM NAD(83)93

DEBORA FRAZIER &
CHARLES A. HAJOVSKY
1030 CR 324
GRANGER, TX 76530
DOC. NO. 9746886
O.P.R.W.C.

CAROLINA CAPITAL CORPORATION
901 W. 9TH ST #505
AUSTIN, TX 78703
DOC. NO. 20060556539 O.P.R.W.C.

JAY REID ZRUBEK
1201 CR 324
GRANGER, TX 76530
DOC. NO. 2008005340
O.P.R.W.C.

WILLAMSON COUNTY ROAD 324

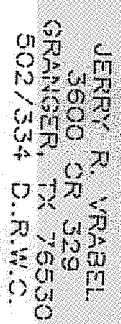


Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1500/(512) 930-8388 Fax
www.castleberrysurveying.com

SHEET
2
OF
5

97.34 ACRES OUT OF THE I. & G.N.R.R.
SURVEY, ABSTRACT No. 818,
WILLIAMSON COUNTY, TEXAS

JAY REID ZRUEB
1201 CR 324
GRANGER, TX 76530
DOC. NO. 2808005340
C.B. BROWN



SHEET
3 OF 5

PRELIMINARY PLAT OF
ESTATES OF WALBURG SUBDIVISION
97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT No. 818,
WILLIAMSON COUNTY, TEXAS

PERIMETER FIELD NOTES:

97.34 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas, out of the I & GNRR Survey, Abstract No. 818 and being all of that tract of land described as 97.893 acres (Tract 1) in a Warranty Deed with Vendor's Lien, granted to Clyde C. Castleberry, Jr, dated March 29, 2007, and recorded in Document No. 2007026071 of the Official Public Records of Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pipe found in the north line of Williamson County Road 342, for the southwest corner of said Castleberry tract and the southwest corner that tract of land described as 109.17 acres in Deed conveyed to R. R. Zrubek, et ux, dated October 14, 1947 and recorded as Volume 344 Page 404 Williamson County Deed Records and the southeast corner of that tract of land described as 148.690 acres in Warranty Deed conveyed to Carolina Capital Corporation, dated June 30, 2006 and recorded as Document No. 2006055639 of said Official Public Records and the southwest corner of this tract;

THENCE: N 21°24'05" W 2757.88 feet with the east line of said Carolina Capital Corporation and the west line of said Castleberry tract and this tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the south line of that tract of land described as 112.56 acres in Special Warranty Deed conveyed to Frank R. Knappek, et al, dated December 16, 2005 and recorded in Document No. 2006009682 of said Official Public Records for the northwest corner of said Castleberry tract and this tract;

THENCE: N 68°48'35" E 1512.80 feet with the north line of said Castleberry tract and the south line of said Knappek tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the west line of Williamson County Road 324 for the southeast corner of said Knappek tract and the northeast corner of said Castleberry tract and this tract;

THENCE: S 21°31'35" E 1407.03 feet with the east line of said Castleberry tract and the west line of said Williamson County Road 324 to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set for the northeast corner of that tract of land described as 11.269 acres in Warranty Deed conveyed to Jay Reid Zrubek, dated January 22, 2008 and recorded in Document No. 2008005340 of said Official Public Records;

THENCE: S 72°05'46" W 358.80 feet with the east line of said Castleberry tract and the north line of said 11.269 acre Zrubek tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set for an angle point of said 11.269 acre Zrubek tract and this tract;

THENCE: with the east line of said Castleberry tract and the west line of said 11.269 acre Zrubek tract in the following nine (9) courses:

1. S 17°11'10" E 140.50 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
2. S 02°15'18" E 276.56 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
3. S 46°05'49" E 163.31 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
4. N 63°15'13" E 197.15 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
5. S 44°15'33" E 486.57 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
6. S 24°56'58" E 377.00 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
7. S 49°13'45" E 252.46 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
8. S 75°15'11" E 75.50 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
9. S 47°41'14" E 329.35 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the north line of that tract described as 0.597 acre (Tract 4, Save and Except tract) in said Document No. 2007026071 for the southwest corner of said 11.269 acre Zrubek tract and the southeast corner of said Castleberry tract and this tract;

THENCE: S 54°24'59" W 666.69 feet with the south line of said Castleberry tract, and the north line of said 0.597 acre tract to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set in the north line of said Williamson County Road 342 for the northwest corner of said 0.597 acre tract and the southernmost corner of said Castleberry tract and this tract;

THENCE: with the north line of said Williamson County Road 342 and the west line of said Castleberry tract in the following two (2) courses:

1. N 21°39'40" W 722.76 feet to a 1/2" iron pin with yellow plastic cap inscribed "CS, LTD" set;
2. S 68°14'43" W 1208.60 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATION:

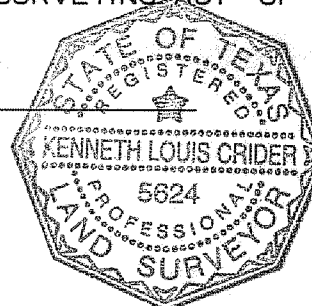
STATE OF TEXAS §
COUNTY OF WILLIAMSON §KNOW ALL MEN BY THESE PRESENTS;

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

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

Kenneth Louis Crider
KENNETH LOUIS CRIDER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624
STATE OF TEXAS

8/17/09
DATE



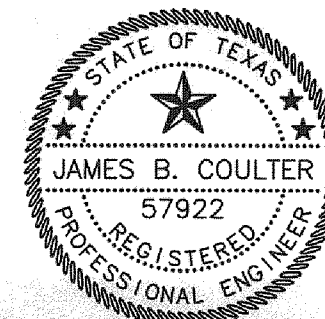
ENGINEER'S CERTIFICATION:

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

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

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

18 August 2009
DATE



| | |
|--|---|
| | Castleberry Surveying, Ltd. |
| | 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628 (512) 930-1800/(512) 930-9389 fax www.castleberrysurveying.com |

SHEET

4
OF
5

PRELIMINARY PLAT OF
ESTATES OF WALBURG SUBDIVISION
97.34 ACRES OUT OF THE I. & G.N.R.R. SURVEY, ABSTRACT No. 818,
WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

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

THAT WALBURG LAND CO., INC., A TEXAS CORPORATION, AS THE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2007029429, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **ESTATES OF WALBURG SUBDIVISION**.

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

WALBURG LAND CO., INC., A TEXAS CORPORATION
BY: CLYDE C. CASTLEBERRY, JR. PRESIDENT
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX, 78628

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT TOTAL ASSETS RETURN, L.C. R THE LIEN HOLDER OF **97.34** ACRES, RECORDED IN DOCUMENT NO. 2007029429, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF SAID **97.34 ACRES**, SITUATED IN THE WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

TOTAL ASSETS RETURN, L.C.
BY:
BOB BROWDER, VICE PRESIDENT
15 N. MAIN STREET
TEMPLE, TX 76501
254-774-8333 EXT.262
254-774-9353 FAX

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20____, BY BRIAN TUEFF.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:
MY COMMISSION EXPIRES:

OWNERS RESPONSIBILITY:

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

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

ROAD WIDENING:

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

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

LIEN FREE RIGHT OF WAY:

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

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. 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.
4. LOTS ARE TO BE SERVED BY PRIVATE WELLS AND OSSF'S.
5. ALL DRIVEWAYS SHALL BE DIP-TYPE.
6. ACCESS TO LOTS 4, 7 AND 8 FROM CR 324 SHALL CONSIST OF ONE (1) JOINT USE DRIVEWAY.
7. NO LOT IN THIS SUBDIVISION IS ENCRONCHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0325 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

NO STRUCTURE OF LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

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 _____ DAY OF _____ 20__ A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DISTRICT:

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

PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

DATE

COUNTY JUDGE'S APPROVAL:

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

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

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

COUNTY CLERK'S APPROVAL:

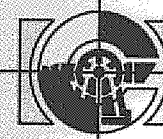
STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS;

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY



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

SHEET

5 OF 5

Resolution for Up the Chisholm Trail Days Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Connie Watson, County Judge
Submitted For: Connie Watson
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on resolution to declare September 11 and 12, 2009, as Up the Chisholm Trail Days in Williamson County.

Background

Chris Dyer, executive director of the Williamson Museum, will be in court to discuss the Williamson Museum's Up the Chisholm Trail Cattle Drive and Chuckwagon Cook-Off held September 11 and 12, 2009, in Georgetown's San Gabriel Park. It is a unique event honoring our county's cattle driving and raising heritage and location on the historic Chisholm Trail, the largest known migration of livestock in world history.

Fiscal Impact

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

Attachments

Link: [Cattle Drive Resolution](#)

Form Routing/Status

Form Started By: Connie Watson Started On: 09/01/2009 03:39 PM
Final Approval Date: 09/03/2009

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 8th day of September 2009, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, Texas cowboys drove an estimated five million longhorns and one million mustangs up the Texas Chisholm Trail from the late 1860s through the late 1880s marking the largest known migration of livestock in world history; and

WHEREAS, the era of the great Texas cattle drives was instrumental in the development of the post-Civil War economy throughout the United States; and

WHEREAS, many of the earliest cattle drives originated in Williamson County, passing through many of the communities in the county in route to northern and western cattle markets; and

WHEREAS, the convergence of the North and South Forks of the San Gabriel River marked a significant crossing point for cattle drives passing through Georgetown, the Williamson County seat; and

WHEREAS, this rich heritage continues with modern day Williamson County cattle raisers pioneering the new Chisholm Trail, the Interstate 35 corridor;

WHEREAS, The Williamson Museum hosts the annual *Up the Chisholm Trail* event each September to celebrate Williamson County's rich cattle driving and raising heritage, past and present, and the county's location on the historic Texas Chisholm Trail;

NOW THEREFORE, BE IT RESOLVED, Therefore, be it resolved, September 11 and September 12, 2009, shall be *Up the Chisholm Trail* Days in Williamson County. All citizens are urged to take time to learn about our County's unique cowboy heritage.

RESOLVED THIS 8th DAY OF SEPTEMBER 2009

Attest: _____
Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Lawsuit Abuse Awareness Week Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider proclaiming the week of Oct. 5th - Oct. 9th, 2009 as "Lawsuit Abuse Awareness Week".

Background

Stephanie Gibson, Executive Director of the Citizens Against Lawsuit Abuse of Central Texas, (CALA) has asked the court to consider proclaiming the week of Oct. 5th - Oct. 9th, 2009 as "Lawsuit Abuse Awareness Week", to remind every citizen that civil justice reforms have been good for the Lone Star State and it is our duty to keep Texas on the right path.

CALA is a respected and effective organization that works to educate consumers about the human and financial costs associated with frivolous lawsuits.

Fiscal Impact

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

Attachments

Link: [CALAProclamation](#)

Link: [CALALetter](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 09/01/2009 02:17 PM
Final Approval Date: 09/03/2009

That on the 8th day of Sept, 2009 the Commissioners Court of Williamson County, Texas met in duly called session at the Inner Loop Annex in Georgetown, with the following members present:

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

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

PROCLAMATION

Whereas: Lawsuit abuse burdens our civil justice system, stifles entrepreneurship, drives up the cost of litigation and delays justice for those with legitimate claims; and,

Whereas: Citizens Against Lawsuit Abuse (CALA) of Central Texas is a respected and effective organization that works to educate consumers about the human and financial costs associated with frivolous lawsuits; and,

Whereas: CALA has is a non-profit, grassroots public education movement dedicated to making the public better aware of the cost and consequences of lawsuit abuse with more than 25,000 Texans supporting their cause, including small businesses, doctors, attorneys, retirees, homemakers, consumers and taxpayers; and

Whereas: This organization has led successful efforts to reform our state’s medical malpractice system, reduce the number of frivolous lawsuits in Texas, ensure that Texans who are truly injured have access to our court system, and educate Texans about how to become wise legal consumers; and

Whereas: Civil justice reforms have reintroduced common sense and fairness to our courts and have increased the number of doctors and medical specialists serving Texans; and,

Whereas: Even in the face of such progress, junk lawsuits continue to threaten our civil justice system.

Now Therefore, I Judge Dan Gattis, proclaim October 5-9, 2009, as “Lawsuit Abuse Awareness Week” to remind every citizen that civil justice reforms have been good for the Lone Star State and it is our duty to keep Texas on the right path.

Dan Gattis, County Judge

ATTEST: Nancy E. Rister, County Clerk



August 25, 2009

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

Board of Directors

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El Arroyo
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Basic Industries of South Texas
Jill Shackelford
Industrial Asphalt
Paul Workman
Workman Commercial Construction Services

Stephanie Gibson
Executive Director

Dear Judge Gattis and Commissioners:

Citizens Against Lawsuit Abuse (“CALA”), is a nonprofit, grassroots public education movement dedicated to making the public better aware of the cost and consequences of lawsuit abuse. The movement is supported by more than 25,000 Texans. Our supporters include small businesses, doctors, attorneys, retirees, homemakers, consumers and taxpayers – Texans who share a common concern about lawsuit abuse and its impact upon our lives.

We appreciate your past recognition and respectfully ask that the commissioner’s court, at their next formal meeting, recognize October 5-9 “Lawsuit Abuse Awareness Week” with a proclamation encouraging all Texans to be mindful of many benefits of lawsuit reform and maintaining a balanced civil justice system.

We pay more for goods and services every year because of frivolous litigation and we pay in other ways, too. For example, junk lawsuits clog our court dockets making it difficult for people with valid claims to be heard. From a county’s perspective, commissioners should be concerned about sovereign immunity claims the cost of litigation against the county, and the burden frivolous lawsuits place on the county court system. If the county must spend more, so must the taxpayers.

At this time, please visit www.calactx.com for more information and contact me at (512) 497-7071 or cala@calactx.com if you have any questions.

Best,

Stephanie Gibson

National Payroll Week, 9/8/09

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a resolution recognizing the week of September 7th to 11th as National Payroll Week.

Background

Fiscal Impact

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

Attachments

Link: [National Payroll Week 9/09](#)

Form Routing/Status

Form Started By: Lisa Moore Started On: 09/01/2009 08:12 AM
Final Approval Date: 09/03/2009

NATIONAL PAYROLL WEEK
SEPTEMBER 7-11, 2009

WHEREAS, the week of September 7-11, 2009 is NATIONAL PAYROLL WEEK as proclaimed by the AMERICAN PAYROLL ASSOCIATION.

WHEREAS , The Mission of APA is:

Supporting the Payroll Professional with member benefits including certification, reference materials, payroll training and networking.

BE IT RESOLVED, that the County Judge of Williamson County urges everyone in our area to learn more about the functions and importance of Payroll employees who play a vital roll in our County government operation.

THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we the undersigned do hereby affix or signature the _____day of September, 2009

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

Suicide Prevention Resolution

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Mental Health Committee
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on support of resolution designating September 6th through September 12th as "National Suicide Prevention Week" in Williamson County.

Background

The Williamson County mental health website was launched on Thursday, August 27th in conjunction with September's "National Suicide Prevention Week". The website has many resources available to individuals and families seeking life-saving help to prevent suicides which traumatizes survivors.

Fiscal Impact

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

Attachments

Link: [Suicide Prevention Resolution](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 09/03/2009 09:01 AM
Final Approval Date: 09/03/2009

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 8th day of September 2009, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, Williamson County recognizes suicide as a public health problem, and suicide prevention as a community responsibility; and

WHEREAS, suicide is the 11th leading cause of all deaths in the United States and the 3rd leading cause of death among individuals between the ages of 15 to 24; and

WHEREAS, suicide is now the 9th leading cause of all deaths in the state of Texas, and the 3rd leading cause of death among people from the age 15 to 24 in Texas; and

WHEREAS, in the United States, one person completes suicide every 16 minutes; and

WHEREAS, it is estimated that 5 million people in the United States are survivors of suicide (those who have lost a loved one to suicide); and

WHEREAS, the overall suicide rate in our country has only slightly declined from record highs in recent years, the suicide rate for those 15-24 years old has more than doubled since the mid-1950s; and the suicide rate remains highest for adults 75 years of age and older; and

WHEREAS, Nearly 20 percent of military service members who have returned from Iraq and Afghanistan — 300,000 in all — report symptoms of post traumatic stress disorder or major depression, yet only slightly more than half have sought treatment according to a Rand study of veterans in 2008; and

WHEREAS, male veterans in the general U.S. population are twice as likely as their civilian peers to die by suicide, according to a study published in the July 2007 issue of the *Journal of Epidemiology and Community Health*; and

WHEREAS, approximately 75% of all persons committing suicide give some warning of their intentions and the number of calls to crisis hotline services in Central Texas have increased by 53% during 2009; and

WHEREAS, depression and mental distress are the leading causes of suicide attempts and 15% of Americans will suffer from depression in their lifetime; and

WHEREAS, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide; and

WHEREAS, the State of Texas appropriated \$82 million dollars in 2007 to enhance the crisis services in the state supporting the development of the crisis respite unit in Georgetown, allowing 24-hour access to a toll-free crisis hotline, and expanding the mobile crisis outreach services in Williamson County; and

WHEREAS, the Williamson County Mental Health Task Force, with a grant from the Texas Health Institute, has developed a Web site www.wilcomentalhealth.org to provide free, 24-hour information about national, state and local resources available to people experiencing mental health issue including suicide prevention;

THEREFORE IT BE RESOLVED that, I, Dan A. Gattis, County Judge of Williamson County, do hereby designate September 6h through September 12th, 2009 as “**National Suicide Prevention Week**” in Williamson County.

RESOLVED THIS 8th DAY OF SEPTEMBER 2009

Attest: _____

Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

September 2009 Monthly Construction Summary Report Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Krista Zaleski, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

Link: [2009-09-CSR](#)

Form Routing/Status

Form Started By: Krista Zaleski
Started On: 09/03/2009 10:03 AM
Final Approval Date: 09/03/2009



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

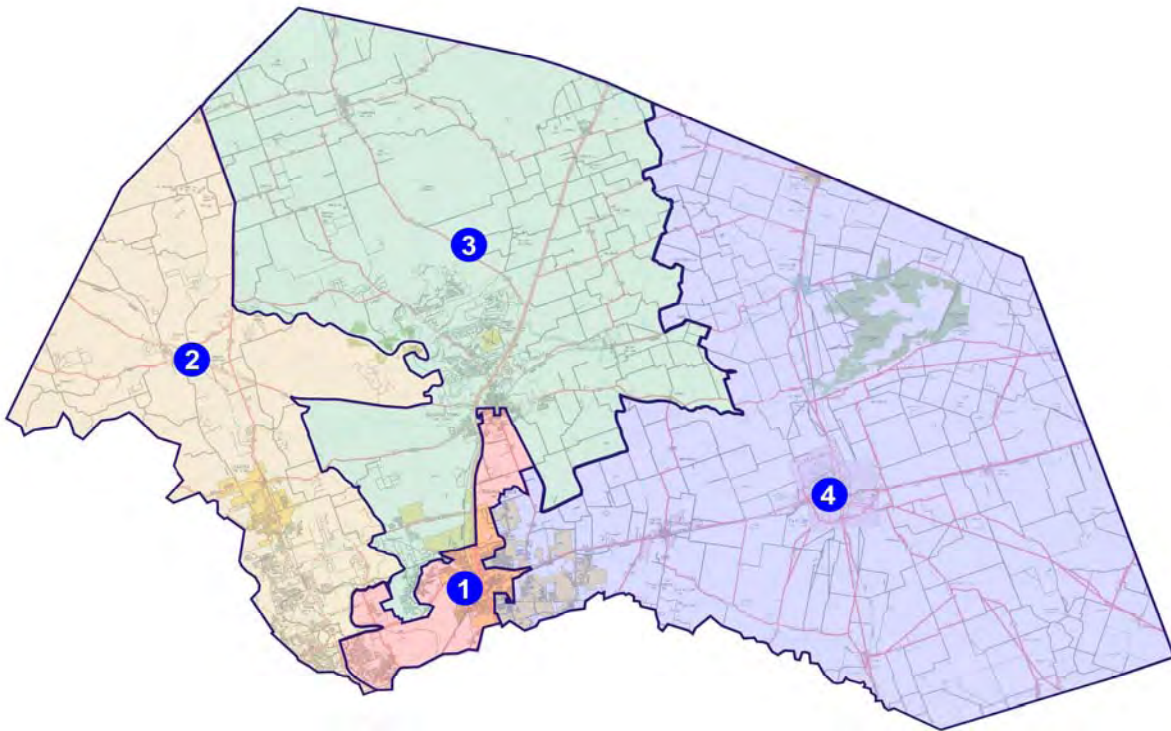
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

September 2009

WWW.ROADBOND.ORG

Volume VIII - Issue No. 9



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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

Precinct 2

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

Precinct 3

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

Precinct 4

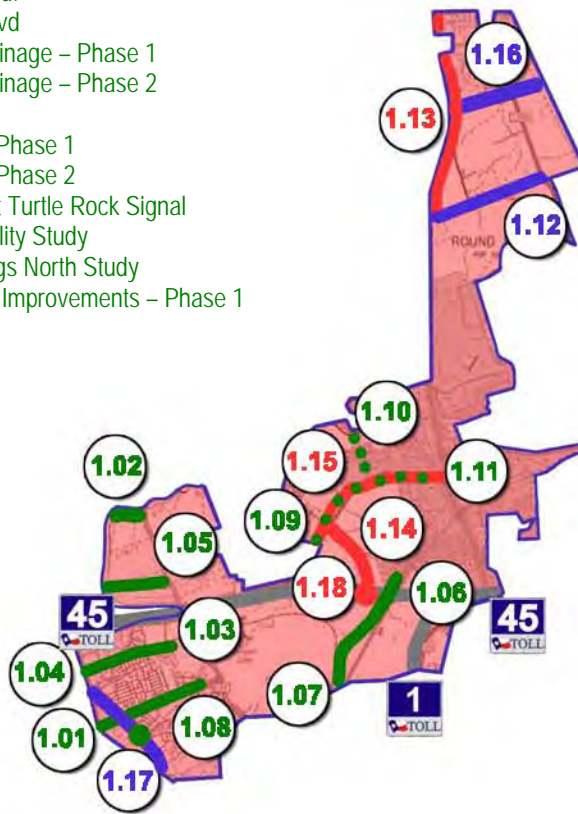
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A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

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

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



Under Construction / Bidding

- 1.12 CR 111 (Westinghouse Rd)
- 1.16 SE Inner Loop @ FM 1460
- 1.17 Pond Springs Road

In Design

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

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

Original Contract Price = \$780,644.01

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 6/2/2008 | 8/31/2008 | 91 | \$456,146.87 | \$456,146.87 | \$24,007.73 | \$24,007.73 | 61 | 54 | \$0.00 | \$0.00 |
| 2 | 9/1/2008 | 9/30/2008 | 30 | \$186,617.62 | \$642,764.49 | \$9,281.98 | \$33,289.71 | 85 | 72 | \$0.00 | \$0.00 |
| 3 | 10/1/2008 | 10/31/08 | 27 | \$85,708.05 | \$728,472.54 | \$4,510.95 | \$37,800.66 | 96 | 88 | \$0.00 | \$0.00 |
| 4 | Final | Payment | 0 | \$28,834.45 | \$757,306.99 | \$1,517.60 | \$39,318.26 | 98 | - | \$0.00 | \$0.00 |

8/31/2009 Comments - Final pay estimate has been received from the Contractor. The balancing change order has is being processed through the County. Final project close-out and release of retainage is pending Contractor submission of affidavit of all bills paid, final waivers of lien and maintenance bond. Record drawings were reviewed by HNTB and found to be complete and accurate.

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

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

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

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

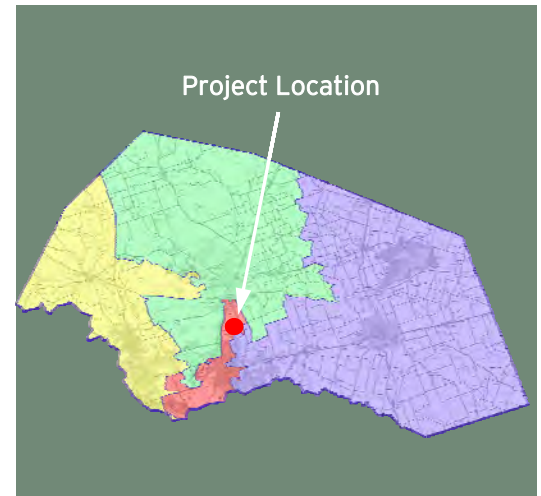
| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 03 | 02/26/2009 | 9,263.40 | 1,595.10 |

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

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 04 | 08/10/2009 | 14,926.14 | 16,521.24 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

Adjusted Price = \$797,165.25



CR 111 (WESTINGHOUSE ROAD)

(Hewlett Loop to FM 1460)

Project Length: 1.99 Miles

Roadway Classification: Minor Arterial

Roadway Section: Transitions from four-lane w/ center two-way turn lane on the west end to four-lane divided on the east end

Project Schedule: June 2008 - June 2010

Estimated Construction Cost: \$5.9 Million



AUGUST 2009 IN REVIEW

8/3/2009 - The Contractor is currently working on fine grading the flex base from the west end of the project to the pond area for the middle portion of the proposed roadway. They are also working on fine grading the proposed westbound lanes from Scenic Lake to the west. JC Evans sub is scheduled to start paving in the next week on the west end and the area from Scenic Lake back to the west.

8/10/2009 - JC Evans is currently excavating the old roadway from just west of the pond area to the top of the hill. JC Evans switched traffic onto the proposed eastbound lanes from the west end to Scenic Lake on 8/06/09. The contractor has also started stripping the topsoil from just east of Scenic Lake to 50 feet west of the FM 1460 right-of-way.

8/31/2009 - JC Evans is working on subgrade from just east of Scenic Lake to FM 1460. They completed the curb and gutter placement from just west of Rabbit Hill to just west of the pond area on the proposed WB lanes, and began installing the last of the underdrain in that area this week. JC Evans has received NTP on the FM 1460 intersection improvements.



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

Williamson County
Road Bond Program

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

Original Contract Price = \$5,864,053.94

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 6/16/2008 | 6/30/2008 | 15 | \$273,125.71 | \$273,125.71 | \$14,375.04 | \$14,375.04 | 5 | 2 | \$0.00 | \$0.00 |
| 2 | 7/1/2008 | 7/31/2008 | 31 | \$690,458.44 | \$963,584.15 | \$36,339.92 | \$50,714.96 | 17 | 6 | \$0.00 | \$0.00 |
| 3 | 8/1/2008 | 8/31/2008 | 31 | \$405,777.61 | \$1,369,361.76 | \$21,356.71 | \$72,071.67 | 25 | 11 | \$0.00 | \$0.00 |
| 4 | 9/1/2008 | 9/30/2008 | 30 | \$410,275.17 | \$1,779,636.93 | \$21,593.43 | \$93,665.10 | 31 | 15 | \$0.00 | \$0.00 |
| 5 | 10/1/2008 | 10/31/08 | 31 | \$170,855.60 | \$1,950,492.53 | \$8,992.40 | \$102,657.50 | 34 | 19 | \$0.00 | \$0.00 |
| 6 | 11/1/2008 | 11/30/08 | 30 | \$328,636.79 | \$2,279,129.32 | \$17,296.67 | \$119,954.17 | 40 | 23 | \$0.00 | \$0.00 |
| 7 | 12/1/2008 | 12/31/08 | 31 | \$183,573.77 | \$2,462,703.09 | \$9,661.78 | \$129,615.95 | 42 | 27 | \$0.00 | \$0.00 |
| 8 | 1/1/2009 | 1/31/2009 | 31 | \$85,656.15 | \$2,548,359.24 | \$4,508.22 | \$134,124.17 | 43 | 32 | \$0.00 | \$0.00 |
| 9 | 2/1/2009 | 2/28/2009 | 28 | \$199,204.04 | \$2,747,563.28 | \$10,484.42 | \$144,608.59 | 45 | 35 | \$0.00 | \$0.00 |
| 10 | 3/1/2009 | 3/31/2009 | 31 | \$148,110.31 | \$2,895,673.59 | \$7,795.28 | \$152,403.87 | 48 | 40 | \$0.00 | \$0.00 |
| 11 | 4/1/2009 | 4/30/2009 | 30 | \$516,671.71 | \$3,412,345.30 | \$27,193.25 | \$179,597.12 | 55 | 44 | \$0.00 | \$0.00 |
| 12 | 5/1/2009 | 5/31/2009 | 31 | \$226,555.61 | \$3,638,900.91 | \$11,923.98 | \$191,521.10 | 58 | 48 | \$0.00 | \$0.00 |
| 13 | 6/1/2009 | 6/30/2009 | 30 | \$249,244.85 | \$3,888,145.76 | \$13,118.15 | \$204,639.25 | 62 | 52 | \$0.00 | \$0.00 |
| 14 | 7/1/2009 | 7/31/2009 | 31 | \$332,593.17 | \$4,220,738.93 | \$17,504.90 | \$222,144.15 | 67 | 56 | \$0.00 | \$0.00 |
| 15 | 8/1/2009 | 8/31/2009 | 31 | \$245,723.19 | \$4,466,462.12 | \$12,932.80 | \$235,076.95 | 71 | 61 | \$0.00 | \$0.00 |

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

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

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

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

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

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

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

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

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

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

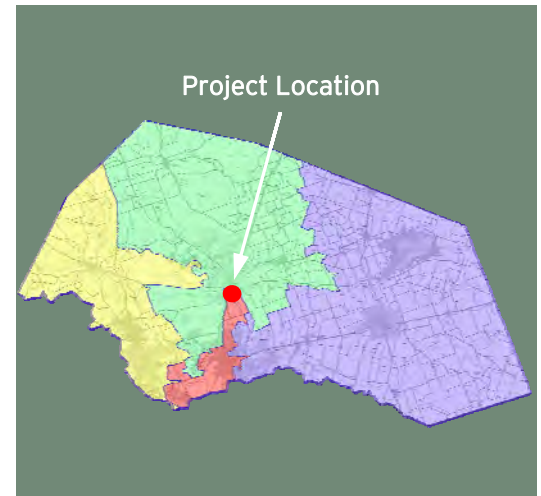
| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 06 | 05/08/2009 | 16,730.56 | 76,454.95 |

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

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

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

Adjusted Price = \$5,942,908.89



S.E. INNER LOOP @ FM 1460 (Intersection Improvements)

Project Length: 0.73 Miles
Roadway Classification: Minor Arterial
Roadway Section: Two-way travel lanes w/ right and left turn lanes at all four approaches

Project Schedule: June 2009 - November 2009
Estimated Construction Cost: \$900,000



AUGUST 2009 IN REVIEW

8/3/2009 - JO'B Site completed the work on the temporary widening of FM 1460 on the southbound side. They are scheduled to move traffic over next week so the proposed northbound 1460 can be constructed. They are working on subgrade on the proposed westbound lanes at the east end.

8/10/2009 - JO'B Site striped the temporary widening and switched traffic onto the widened pavement on 8/08/09. The contractor is currently working on processing the 2nd course of flex base on the proposed westbound lanes of Inner Loop.

8/24/2009 - JO'B Site is working subgrade on the proposed northbound lanes of FM 1460 on the north side of Inner Loop. ATS is currently installing ground boxes at the intersection. Greater Austin is forming and placing concrete on the SET's for culverts #2 and #3.

8/31/2009 - Jo'B Site is processing flex base on the proposed northbound lanes of FM 1460 from the south end to north end, and from just west of FM 1460 to the east end of Inner Loop on the proposed westbound lanes. ATS continues to install ground boxes at the intersection. Greater Austin continues forming and placing concrete on the SET's for culverts #2 and #3.



Design Engineer: LAN
Contractor: J'OB Site Construction
Construction Observation:
Kenneth Marak, Williamson County

Williamson County
Road Bond Program

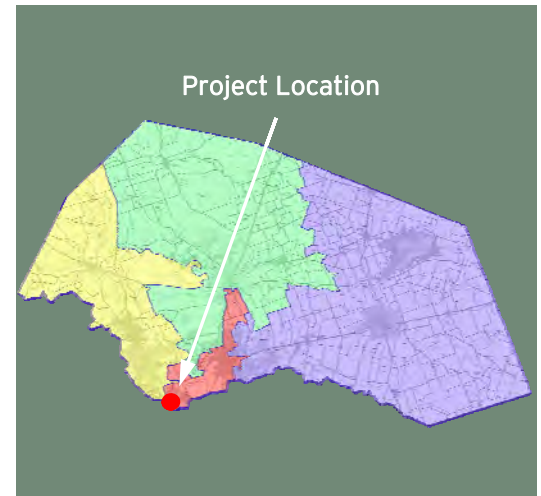
S.E. Inner Loop @ FM 1460
Project No. 09WC708

Original Contract Price = \$889,492.48

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 6/1/2009 | 6/30/2009 | 30 | \$102,851.51 | \$102,851.51 | \$11,427.95 | \$11,427.95 | 13 | 18 | \$0.00 | \$0.00 |
| 2 | 7/1/2009 | 7/31/2009 | 31 | \$79,130.70 | \$181,982.21 | \$8,792.30 | \$20,220.25 | 23 | 37 | \$0.00 | \$0.00 |
| 3 | 8/1/2009 | 8/31/2009 | 31 | \$161,496.94 | \$343,479.15 | \$17,944.10 | \$38,164.35 | 43 | 56 | \$0.00 | \$0.00 |

Adjusted Price = \$889,492.48



POND SPRINGS WIDENING

(McNeil Road to US 183)

Project Length: 1.84 Miles

Roadway Classification: Minor Arterial

Roadway Section: Two-lane w/ a center two-way turn lane

Project Schedule: June 2009 - November 2009

Estimated Construction Cost: \$3.2 Million



AUGUST 2009 IN REVIEW

8/3/2009 - RGM is pouring concrete to complete the SET's on the east side of the roadway. They also continue to work subgrade and place road base working from the south heading north on the east side of the road. Drilling for the new signal poles at the Pond Springs/Turtle Rock intersection continues and should be complete by next week. Demo work continues at the Anderson Mill intersection, and the contractor will now begin demo work on the concrete headwalls of Culvert #3.

8/17/2009 - RGM continues to work subgrade and place road base working from the Red Barn Nursery heading north on the east side of the road. Drilling for the new pedestrian poles at the Turtle Rock intersection should be complete this week. Driveway replacements have begun this week and will continue through next week. Culvert Extension work is scheduled to resume next week.

8/31/2009 - RGM has begun paving the east side road widening and will finish early this week. The curb contractor is scheduled to begin this week once the paving crew is finished. RGM completed the Culvert #4 extension this week. They also poured curb/gutter, ramps, and sidewalk at Anderson Mill and will continue this week. The westbound lane closure on Anderson Mill has been taken down with the eastbound to follow next week.



Design Engineer: URS Corporation
Contractor: RGM Constructors
Construction Observation:
Jerry Batten, Williamson County

**Williamson County
Road Bond Program**

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

Original Contract Price = \$3,167,595.05

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 6/24/2009 | 6/30/2009 | 7 | \$152,121.44 | \$152,121.44 | \$16,902.38 | \$16,902.38 | 5 | 5 | \$0.00 | \$0.00 |
| 2 | 7/1/2009 | 7/31/2009 | 31 | \$214,799.85 | \$366,921.29 | \$23,866.65 | \$40,769.03 | 13 | 25 | \$0.00 | \$0.00 |
| 3 | 8/1/2009 | 8/31/2009 | 31 | \$218,310.42 | \$585,231.71 | \$24,256.72 | \$65,025.75 | 20 | 46 | \$0.00 | \$0.00 |

Change Order Number

01

Approved

07/23/2009

Cost This CO

15,313.65

Total CO

15,313.65

1A: Design Error or Omission. Incorrect PS&E. This change order adds line items for temporary work zone pavement markers and the elimination of the same.

Adjusted Price = \$3,182,908.70

PRECINCT 2

COMMISSIONER LONG

Under Construction / Bidding

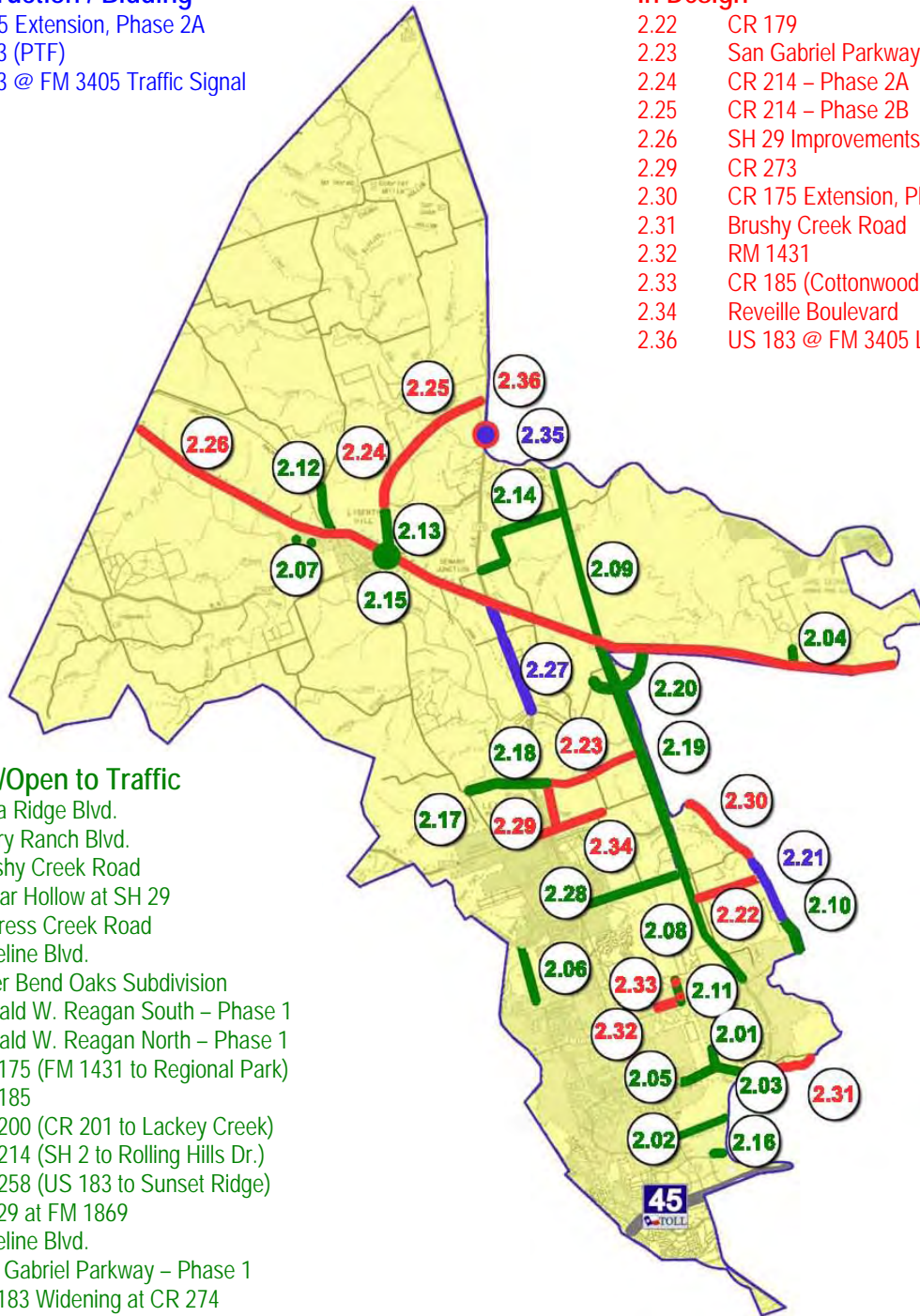
- 2.21 CR 175 Extension, Phase 2A
- 2.27 US 183 (PTF)
- 2.35 US 183 @ FM 3405 Traffic Signal

In Design

- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B
- 2.26 SH 29 Improvements Study & Schematic
- 2.29 CR 273
- 2.30 CR 175 Extension, Phase 2B
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.33 CR 185 (Cottonwood Trail)
- 2.34 Reville Boulevard
- 2.36 US 183 @ FM 3405 Left Turn Lanes

Completed/Open to Traffic

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



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

Original Contract Price = \$2,291,679.53

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

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

8/31/2009 Comments - All work at the railroad crossing has been completed. Final project acceptance will follow.

7/27/2009 Comments - Final acceptance is pending construction of the resolution of the Railroad Crossing issues. CapMetro has approved JC Evans to commence with the boring at the railroad. Work is anticipated to be complete by mid-August.

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

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

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

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

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

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

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

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

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

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

Adjusted Price = \$2,503,504.81

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

Original Contract Price = \$15,857,326.54

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 11/1/2005 | 10/31/05 | 0 | \$74,925.00 | \$74,925.00 | \$8,325.00 | \$8,325.00 | 1 | 0 | \$0.00 | \$0.00 |
| 2 | 12/1/2005 | 11/30/05 | 0 | \$103,696.20 | \$178,621.20 | \$11,521.80 | \$19,846.80 | 1 | 0 | \$0.00 | \$0.00 |
| 3 | 1/1/2006 | 1/9/2006 | 9 | \$750,735.00 | \$929,356.20 | \$83,415.00 | \$103,261.80 | 7 | 1 | \$0.00 | \$0.00 |
| 4 | 2/1/2006 | 2/28/2006 | 28 | \$444,184.20 | \$1,373,540.40 | \$49,353.80 | \$152,615.60 | 11 | 5 | \$0.00 | \$0.00 |
| 5 | 3/1/2006 | 3/31/2006 | 31 | \$291,523.10 | \$1,665,063.50 | \$32,391.46 | \$185,007.06 | 13 | 9 | \$0.00 | \$0.00 |
| 6 | 4/1/2006 | 4/30/2006 | 30 | \$399,662.07 | \$2,064,725.57 | \$44,406.89 | \$229,413.95 | 17 | 13 | \$0.00 | \$0.00 |
| 7 | 5/1/2006 | 5/31/2006 | 31 | \$655,292.34 | \$2,720,017.91 | \$72,810.26 | \$302,224.21 | 22 | 17 | \$0.00 | \$0.00 |
| 8 | 6/1/2006 | 6/30/2006 | 30 | \$455,018.26 | \$3,175,036.17 | \$50,557.59 | \$352,781.80 | 25 | 21 | \$0.00 | \$0.00 |
| 9 | 7/1/2006 | 7/31/2006 | 31 | \$40,437.00 | \$3,215,473.17 | \$4,493.00 | \$357,274.80 | 26 | 25 | \$0.00 | \$0.00 |
| 10 | 8/1/2006 | 8/31/2006 | 31 | \$285,902.35 | \$3,501,375.52 | \$31,766.92 | \$389,041.72 | 27 | 29 | \$0.00 | \$0.00 |
| 11 | 9/1/2006 | 9/30/2006 | 30 | \$528,814.84 | \$4,030,190.36 | \$58,757.21 | \$447,798.93 | 32 | 33 | \$0.00 | \$0.00 |
| 12 | 10/1/2006 | 10/31/06 | 31 | \$311,641.77 | \$4,341,832.13 | \$34,626.86 | \$482,425.79 | 34 | 38 | \$0.00 | \$0.00 |
| 13 | 11/1/2006 | 11/30/06 | 30 | \$478,315.80 | \$4,820,147.93 | \$53,146.20 | \$535,571.99 | 38 | 41 | \$0.00 | \$0.00 |
| 14 | 12/1/2006 | 3/31/2007 | 121 | \$1,317,936.47 | \$6,138,084.40 | \$146,437.39 | \$682,009.38 | 48 | 58 | \$0.00 | \$0.00 |
| 15 | 4/1/2007 | 4/30/2007 | 30 | \$447,058.65 | \$6,585,143.05 | \$49,673.18 | \$731,682.56 | 51 | 62 | \$0.00 | \$0.00 |
| 16 | 5/1/2007 | 5/31/2007 | 31 | \$250,755.70 | \$6,835,898.75 | \$27,861.77 | \$759,544.33 | 53 | 66 | \$0.00 | \$0.00 |
| 17 | 6/1/2007 | 7/31/2007 | 61 | \$892,102.41 | \$7,728,001.16 | \$99,122.49 | \$858,666.82 | 60 | 74 | \$0.00 | \$0.00 |
| 18 | 8/1/2007 | 8/31/2007 | 31 | \$625,810.47 | \$8,353,811.63 | \$69,534.49 | \$928,201.31 | 65 | 78 | \$0.00 | \$0.00 |
| 19 | 9/1/2007 | 9/30/2007 | 30 | \$804,499.07 | \$9,158,310.70 | \$89,388.79 | \$1,017,590.10 | 71 | 82 | \$0.00 | \$0.00 |
| 20 | 10/1/2007 | 10/31/07 | 31 | \$1,258,832.28 | \$10,417,142.98 | \$-469,076.61 | \$548,513.49 | 77 | 86 | \$0.00 | \$0.00 |
| 21 | 11/1/2007 | 11/30/07 | 30 | \$785,594.47 | \$11,202,737.45 | \$41,347.08 | \$589,860.57 | 83 | 90 | \$0.00 | \$0.00 |
| 22 | 12/1/2007 | 12/31/07 | 31 | \$453,813.77 | \$11,656,551.22 | \$23,884.94 | \$613,745.51 | 86 | 94 | \$0.00 | \$0.00 |
| 23 | 1/1/2008 | 1/31/2008 | 31 | \$701,577.47 | \$12,358,128.69 | \$36,925.13 | \$650,670.64 | 91 | 98 | \$0.00 | \$0.00 |
| 24 | 2/1/2008 | 2/29/2008 | 13 | \$789,217.12 | \$13,147,345.81 | \$-381,980.87 | \$268,689.77 | 94 | 100 | \$0.00 | \$0.00 |
| 25 | 3/1/2008 | 3/31/2008 | N/A | \$168,372.53 | \$13,315,718.34 | \$3,436.18 | \$272,125.95 | 95 | - | \$0.00 | \$0.00 |
| 26 | 4/1/2008 | 5/31/2008 | N/A | \$123,532.38 | \$13,439,250.72 | \$2,521.06 | \$274,647.01 | 96 | - | \$0.00 | \$0.00 |
| 27 | 6/1/2008 | 7/31/2008 | N/A | \$158,393.86 | \$13,597,644.58 | \$3,232.53 | \$277,879.54 | 97 | - | \$0.00 | \$0.00 |
| 28 | Final | Payment | N/A | \$246,514.59 | \$13,844,159.17 | \$5,030.91 | \$282,910.45 | 99 | - | \$0.00 | \$0.00 |

8/31/2009 Comments - Final estimate has been received and is being processed for payment. Balancing Change Order has been transmitted to the Contractor; HNTB awaiting signed originals from the Contractor. Awaiting Contractor submission of affidavit of all bills paid, final waivers of lien, and maintenance bond. As-Builts have been reviewed and found to be complete and accurate. Ranger is working with TBG to address the TCEQ's concerns regarding soil stabilization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

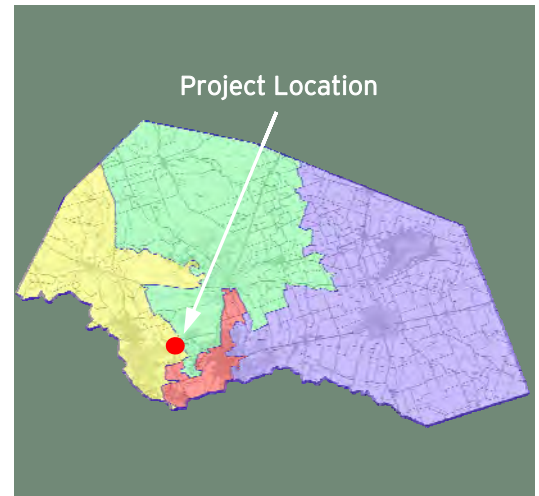
| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 21 | 01/29/2008 | 106,465.66 | -1,284,239.80 |

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

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

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

Adjusted Price = \$14,582,016.74



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

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

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



AUGUST 2009 IN REVIEW

8/3/2009 - RGM is fine grading the flex base from the south end of the project to north end. Their sub, Greater Austin, is currently placing curb and gutter on the proposed southbound lanes and in the medians. They are scheduled to start paving in two weeks, with the traffic switch will follow. Once the traffic is switched they can build the proposed northbound lanes and finish Culvert #1 and #2.

8/10/2009 - RGM is also working on the mow strip and SETs on the southbound side of the roadway. Their sub is installing the metal beam guard fence at CR 179 and Culverts #1 & #2. RGM is scheduled to start paving on 8/12/09.

8/17/2009 - RGM's sub, Wheeler, has completed the paving on the proposed southbound lanes from the north end to the south end. RGM is scheduled to switch traffic onto these lanes on 8/19/09 so they can begin on the excavation of the proposed northbound lanes and finish construction of Culverts #1 and #2.

8/31/2009 - RGM is working on excavating the ditchline along the east ROW along with excavating to subgrade from the south end to the north end of the project on the proposed northbound lanes.



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

Williamson County
Road Bond Program

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

Original Contract Price = \$1,854,291.16

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Anticipated Work Complete</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|----------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 1/21/2009 | 2/3/2009 | 4/20/2009 | 7/6/2009 | 1/1/2010 | | 180 | 0 | 180 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 4/20/2009 | 4/30/2009 | 0 | \$43,970.99 | \$43,970.99 | \$4,885.67 | \$4,885.67 | 3 | 0 | \$0.00 | \$0.00 |
| 2 | 5/1/2009 | 5/31/2009 | 0 | \$396,055.07 | \$440,026.06 | \$44,006.11 | \$48,891.78 | 26 | 0 | \$0.00 | \$0.00 |
| 3 | 7/1/2009 | 7/31/2009 | 26 | \$213,429.04 | \$653,455.10 | \$23,714.34 | \$72,606.12 | 39 | 14 | \$0.00 | \$0.00 |
| 4 | 8/1/2009 | 8/31/2009 | 31 | \$250,681.21 | \$904,136.31 | \$27,853.47 | \$100,459.59 | 54 | 32 | \$0.00 | \$0.00 |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 01 | 07/23/2009 | -4,029.24 | -4,029.24 |

3: County Convenience. 3E: Reduction of future maintenance. 3H: Cost savings opportunity discovered during construction. At both proposed culverts, the rip rap item has been changed from common rock rip rap to concrete rip rap.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 02 | 07/23/2009 | 17,615.43 | 13,586.19 |

4B: Third Party Accommodation. Third party requested work: Adding 6 4 IN conduits at a total of 1320 LF for PEC, AT&T, and Time Warner.

Adjusted Price = \$1,867,877.35

US 183 at FM 3405 (Traffic Signal Construction)
Project No. 09WC713

Original Contract Price = \$102,499.00

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Anticipated Work Complete</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|----------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 7/22/2009 | 8/11/2009 | Oct 2009 | Oct 2009 | | | 90 | 0 | 90 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$ Used)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|--------------------|--------------------|---------------------------|--------------------------|
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|--------------------|--------------------|---------------------------|--------------------------|

8/31/2009 Comments - The court awarded the construction contract to Republic ITS on 8/11/09, for a contract amount of \$102,499 (34% under engineer's estimate).
The Notice of Award and Contracts will be sent to Republic this week.

Adjusted Price = \$102,499.00

PASS THROUGH FINANCING: US 183 (Riva Ridge Rd to SH 29)
Project No. 09WC720 TxDOT CSJ: 0151-04-063

Original Contract Price = \$14,677,727.84

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Anticipated Work Complete</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|----------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 8/24/2009 | 8/25/2009 | TBD | TBD | | | 627 | 0 | 627 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$ Used)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|--------------------|--------------------|---------------------------|--------------------------|
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|--------------------|--------------------|---------------------------|--------------------------|

8/31/2009 Comments The Court conditionally awarded the construction contract to Dan Williams Company on 8/25/09, for a contract amount of \$14,677,727.84 (38% under the engineer's estimate of \$23.7 million). Award of the contract is contingent on TxDOT and FHWA concurrence. The request for concurrence was sent to TxDOT on 8/31/09.

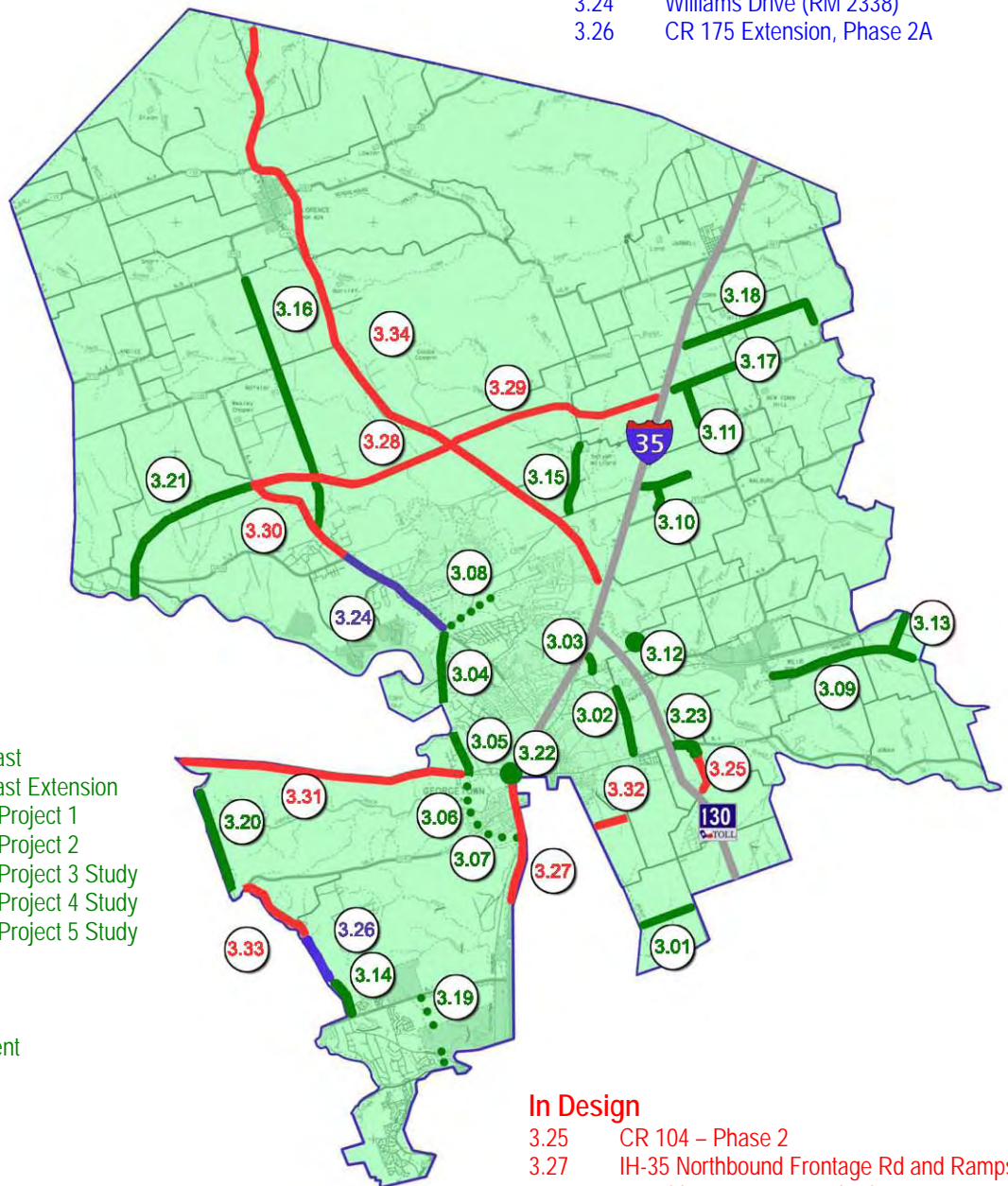
Adjusted Price = \$14,677,727.84

PRECINCT 3

COMMISSIONER COVEY

Under Construction / Bidding

- 3.24 Williams Drive (RM 2338)
- 3.26 CR 175 Extension, Phase 2A



Completed/Open to Traffic

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

In Design

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

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

Original Contract Price = \$9,757,296.99

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Work Completed</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|-----------------------|----------------------|-----------------------|-------------------|-------------------|
| 11/1/2006 | 11/28/2006 | 3/7/2007 | 3/12/2007 | 5/4/2009 | 9/3/2009 | 450 | 0 | 450 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 3/12/2007 | 3/31/2007 | 20 | \$356,220.00 | \$356,220.00 | \$39,580.00 | \$39,580.00 | 4 | 4 | \$0.00 | \$0.00 |
| 2 | 4/1/2007 | 4/30/2007 | 30 | \$607,947.95 | \$964,167.95 | \$67,549.77 | \$107,129.77 | 11 | 11 | \$0.00 | \$0.00 |
| 3 | 5/1/2007 | 5/31/2007 | 31 | \$250,364.38 | \$1,214,532.33 | \$27,818.27 | \$134,948.04 | 14 | 18 | \$0.00 | \$0.00 |
| 4 | 6/1/2007 | 6/30/2007 | 30 | \$524,013.80 | \$1,738,546.13 | \$58,223.75 | \$193,171.79 | 20 | 25 | \$0.00 | \$0.00 |
| 5 | 7/1/2007 | 7/31/2007 | 31 | \$256,470.21 | \$1,995,016.34 | \$28,496.69 | \$221,668.48 | 23 | 32 | \$0.00 | \$0.00 |
| 6 | 8/1/2007 | 8/31/2007 | 31 | \$675,412.47 | \$2,670,428.81 | \$75,045.83 | \$296,714.31 | 30 | 38 | \$0.00 | \$0.00 |
| 7 | 9/1/2007 | 9/30/2007 | 30 | \$975,098.54 | \$3,645,527.35 | \$108,344.28 | \$405,058.59 | 41 | 45 | \$0.00 | \$0.00 |
| 8 | 10/1/2007 | 10/31/07 | 31 | \$1,034,884.68 | \$4,680,412.03 | \$114,987.19 | \$520,045.78 | 53 | 52 | \$0.00 | \$0.00 |
| 9 | 11/1/2007 | 11/30/07 | 30 | \$897,356.66 | \$5,577,768.69 | \$99,706.30 | \$619,752.08 | 63 | 59 | \$0.00 | \$0.00 |
| 10 | 12/1/2007 | 12/31/07 | 31 | \$491,751.45 | \$6,069,520.14 | \$-300,303.65 | \$319,448.43 | 65 | 66 | \$0.00 | \$0.00 |
| 11 | 1/1/2008 | 1/31/2008 | 31 | \$600,627.39 | \$6,670,147.53 | \$31,611.97 | \$351,060.40 | 72 | 72 | \$0.00 | \$0.00 |
| 12 | 2/1/2008 | 2/29/2008 | 29 | \$933,260.56 | \$7,603,408.09 | \$49,118.97 | \$400,179.37 | 82 | 79 | \$0.00 | \$0.00 |
| 13 | 3/1/2008 | 3/31/2008 | 31 | \$534,479.40 | \$8,137,887.49 | \$28,130.50 | \$428,309.87 | 88 | 86 | \$0.00 | \$0.00 |
| 14 | 4/1/2008 | 4/30/2008 | 30 | \$505,128.78 | \$8,643,016.27 | \$26,585.72 | \$454,895.59 | 93 | 92 | \$0.00 | \$0.00 |
| 15 | 5/1/2008 | 5/31/2008 | 23 | \$123,657.52 | \$8,766,673.79 | \$6,508.29 | \$461,403.88 | 94 | 98 | \$0.00 | \$0.00 |
| 16 | 6/1/2008 | 6/30/2008 | N/A | \$114,594.93 | \$8,881,268.72 | \$6,031.32 | \$467,435.20 | 98 | - | \$0.00 | \$0.00 |
| 17 | 7/1/2008 | 7/31/2008 | N/A | \$326,467.91 | \$9,207,736.63 | \$-279,522.21 | \$187,912.99 | 99 | - | \$0.00 | \$0.00 |
| 18 | Final Payment | N/A | | \$12,000.71 | \$9,219,737.34 | \$244.91 | \$188,157.90 | 100 | - | \$0.00 | \$0.00 |
| 19 | Retainage Release | N/A | | \$188,157.90 | \$9,407,895.24 | \$-188,157.90 | \$0.00 | 100 | - | \$0.00 | \$0.00 |

8/31/2009 Comments - Certificate of Acceptance will be issued to the Contractor this week.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|--|-----------------|---------------------|-----------------|
| 09 | 07/23/2009 | -10,254.97 | -349,401.75 |
| 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions. | | | |

Adjusted Price = \$9,407,895.24

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

Original Contract Price = \$3,673,982.79

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Work Accepted by TxDOT</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|-------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 7/25/2007 | 8/7/2007 | 9/28/2007 | 10/29/2007 | 6/2/2009 | | 209 | 3 | 212 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 10/29/2007 | 10/31/07 | 3 | \$296,803.30 | \$296,803.30 | \$0.00 | \$0.00 | 8 | 1 | \$0.00 | \$0.00 |
| 2 | 11/1/2007 | 11/19/07 | 19 | \$430,321.76 | \$727,125.06 | \$0.00 | \$0.00 | 20 | 10 | \$0.00 | \$0.00 |
| 3 | 12/1/2007 | 12/18/07 | 18 | \$238,722.18 | \$965,847.24 | \$0.00 | \$0.00 | 26 | 19 | \$0.00 | \$0.00 |
| 4 | 1/1/2008 | 1/22/2008 | 22 | \$655,758.48 | \$1,621,605.72 | \$0.00 | \$0.00 | 44 | 29 | \$0.00 | \$0.00 |
| 5 | 2/1/2008 | 2/21/2008 | 21 | \$419,178.90 | \$2,040,784.62 | \$0.00 | \$0.00 | 56 | 39 | \$0.00 | \$0.00 |
| 6 | 3/1/2008 | 3/21/2008 | 21 | \$221,080.63 | \$2,261,865.25 | \$0.00 | \$0.00 | 62 | 49 | \$0.00 | \$0.00 |
| 7 | 4/1/2008 | 4/22/2008 | 22 | \$292,046.55 | \$2,553,911.80 | \$0.00 | \$0.00 | 70 | 59 | \$0.00 | \$0.00 |
| 8 | 5/1/2008 | 5/21/2008 | 21 | \$112,337.87 | \$2,666,249.67 | \$0.00 | \$0.00 | 73 | 69 | \$0.00 | \$0.00 |
| 9 | 6/1/2008 | 6/21/2008 | 21 | \$129,096.35 | \$2,795,346.02 | \$0.00 | \$0.00 | 76 | 79 | \$0.00 | \$0.00 |
| 10 | 7/1/2008 | 7/22/2008 | 22 | \$259,428.07 | \$3,054,774.09 | \$0.00 | \$0.00 | 83 | 90 | \$0.00 | \$0.00 |
| 11 | 8/1/2008 | 8/31/2008 | 18 | \$479,658.20 | \$3,534,432.29 | \$0.00 | \$0.00 | 96 | 98 | \$0.00 | \$0.00 |
| 12 | 9/1/2008 | 9/30/2008 | N/A | \$37,186.78 | \$3,571,619.07 | \$0.00 | \$0.00 | 97 | - | \$0.00 | \$0.00 |
| 13 | 10/1/2008 | 10/31/08 | N/A | \$7,302.45 | \$3,578,921.52 | \$0.00 | \$0.00 | 97 | - | \$0.00 | \$0.00 |
| 14 | 11/1/2008 | 11/30/08 | N/A | \$3,562.34 | \$3,582,483.86 | \$0.00 | \$0.00 | 98 | - | \$0.00 | \$0.00 |
| 15 | Final | Payment | N/A | \$42,417.05 | \$3,624,900.91 | \$0.00 | \$0.00 | 99 | - | \$0.00 | \$0.00 |

8/31/2009 Comments - TxDOT has accepted the project. The final estimate has been received from the Contractor and has been submitted to the County for payment. HNTB will follow up with a change order to balance the Contract quantities, however no additional funds will need to be released to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjusted Price = \$3,635,214.34

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

Original Contract Price = \$1,977,963.60

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 3/1/2008 | 3/31/2008 | 31 | \$430,637.70 | \$430,637.70 | \$0.00 | \$0.00 | 22 | 21 | \$0.00 | \$0.00 |
| 2 | 4/1/2008 | 4/30/2008 | 30 | \$295,203.00 | \$725,840.70 | \$0.00 | \$0.00 | 37 | 41 | \$0.00 | \$0.00 |
| 3 | 5/1/2008 | 5/31/2008 | 31 | \$306,661.50 | \$1,032,502.20 | \$0.00 | \$0.00 | 52 | 61 | \$0.00 | \$0.00 |
| 4 | 6/1/2008 | 6/30/2008 | 30 | \$803,127.78 | \$1,835,629.98 | \$0.00 | \$0.00 | 92 | 81 | \$0.00 | \$0.00 |
| 5 | 7/1/2008 | 7/31/2008 | 28 | \$45,171.89 | \$1,880,801.87 | \$0.00 | \$0.00 | 95 | 100 | \$0.00 | \$0.00 |
| 6 | 8/1/2008 | 9/30/2008 | N/A | \$12,696.30 | \$1,893,498.17 | \$0.00 | \$0.00 | 95 | - | \$0.00 | \$0.00 |
| 7 | Final Payment | N/A | | \$10,626.68 | \$1,904,124.85 | \$0.00 | \$0.00 | 96 | - | \$0.00 | \$0.00 |

8/31/2009 Comments TxDOT has accepted the SH 29 portion of the project as complete. Record drawings have been received and found to be accurate and complete. The final pay estimate has been submitted to the County for payment. The signed balancing Change Order has been received from the Contractor. The Certificate of Acceptance will be issued to the Contractor this week.

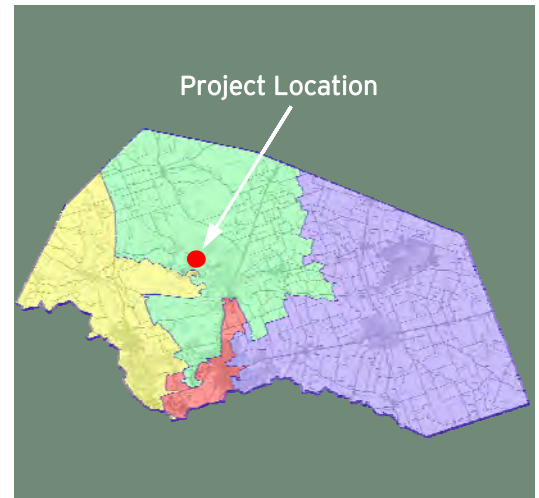
| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 01 | 07/08/2008 | 10,000.00 | 10,000.00 |

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

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

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

Adjusted Price = \$1,992,513.60



WILLIAMS DRIVE

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

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

Structures: None

Project Schedule: March 2009 - October 2010

Estimated Construction Cost: \$11.5 Million



AUGUST 2009 IN REVIEW

8/3/2009 - JC Evans is continuing to install waterline in various locations along the north ROW. They continue to work on subgrade on the south widening in various locations and from Jim Hogg to the west. They placed the first course of flex base from the Scott & White driveway to Wildwood along the south side last week, and are scheduled to place flex base from Jim Hogg to Lakewood North along the south widening this week. JC Evans is currently working on the installation of the box culvert across Del Webb Blvd. They are also continuing to relocate City of Georgetown fire hydrants.

8/24/2009 - JC Evans is currently installing the 24" waterline along the south ROW in the waterline easement from the FM 3405 intersection to the east. They are also working on bore pit crossings in various locations.

8/31/2009 - JC Evans continues the installation of the 24" waterline along the south ROW in the waterline easement from the FM 3405 intersection to the east. They are also working on bore pits for crossings just east of Lakewoods Dr. South. JC Evans' sub, AB&R, is working on overlay from FM 3405 to Lakewood Dr North this week and they are scheduled to overlay from Penny Lane to the Wildwood intersection during the next two weeks. One traffic lane will be maintained in each direction during this operation.



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

Williamson County
Road Bond Program

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

Original Contract Price = \$11,464,068.41

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Anticipated Work Complete</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|----------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 12/17/2008 | 1/20/2009 | 3/2/2009 | 3/16/2009 | 10/7/2010 | | 570 | 0 | 570 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 3/16/2009 | 3/31/2009 | 16 | \$409,766.45 | \$409,766.45 | \$0.00 | \$0.00 | 4 | 3 | \$0.00 | \$0.00 |
| 2 | 4/1/2009 | 4/30/2009 | 30 | \$275,352.93 | \$685,119.38 | \$0.00 | \$0.00 | 6 | 8 | \$0.00 | \$0.00 |
| 3 | 5/1/2009 | 5/30/2009 | 30 | \$780,300.96 | \$1,465,420.34 | \$0.00 | \$0.00 | 13 | 13 | \$0.00 | \$0.00 |
| 4 | 6/1/2009 | 6/30/2009 | 30 | \$409,988.45 | \$1,875,408.79 | \$0.00 | \$0.00 | 16 | 19 | \$0.00 | \$0.00 |
| 5 | 7/1/2009 | 7/31/2009 | 31 | \$439,814.28 | \$2,315,223.07 | \$0.00 | \$0.00 | 20 | 24 | \$0.00 | \$0.00 |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 01 | 06/09/2009 | -22,295.80 | -22,295.80 |

3H: County Convenience. Cost savings opportunity discovered during construction. This change order adds Item 351, Flexible Pavement Structure Repair (4") to the contract, which will be in lieu of the original Item 351, Flexible Structure Repair (10"). The pavement condition of Williams Drive does not warrant the 10" repair and can be accomplished with a 4" repair.

Adjusted Price = \$11,441,772.61

PRECINCT 4

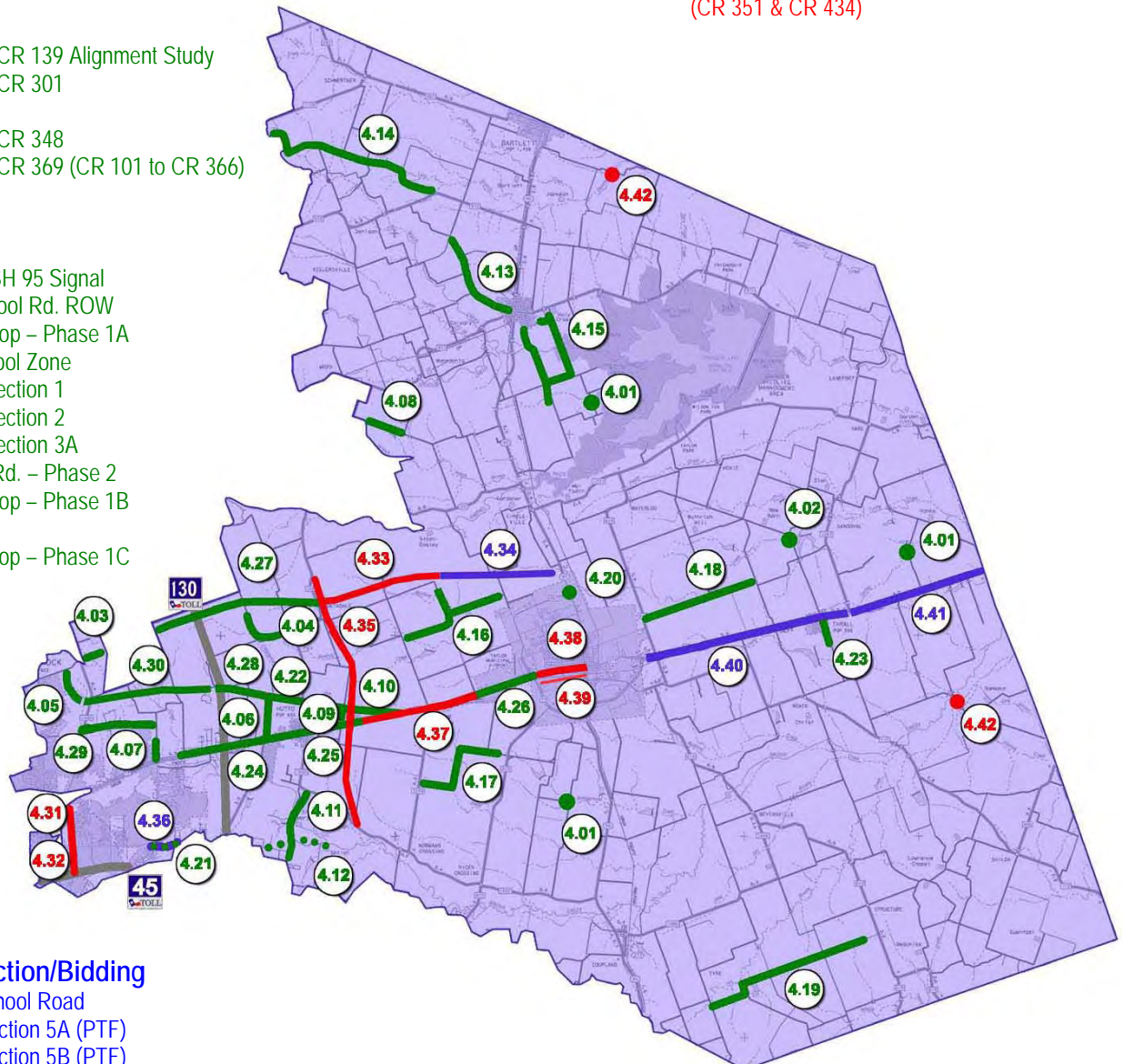
COMMISSIONER MORRISON

Completed/Open to Traffic

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

In Design

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



Under Construction/Bidding

- 4.36 Gattis School Road
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)
- 4.34 Chandler Rd. – Phase 3B

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

Original Contract Price = \$1,504,753.60

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
| 1 | 4/30/2008 | 4/30/2008 | 1 | \$120,168.90 | \$120,168.90 | \$13,352.10 | \$13,352.10 | 9 | 0 | \$0.00 | \$0.00 |
| 2 | 5/1/2008 | 5/31/2008 | 31 | \$201,787.20 | \$321,956.10 | \$22,420.80 | \$35,772.90 | 24 | 15 | \$0.00 | \$0.00 |
| 3 | 6/1/2008 | 6/30/2008 | 30 | \$211,777.20 | \$533,733.30 | \$23,530.80 | \$59,303.70 | 39 | 30 | \$0.00 | \$0.00 |
| 4 | 7/1/2008 | 7/31/2008 | 31 | \$265,662.00 | \$799,395.30 | \$29,518.00 | \$88,821.70 | 59 | 44 | \$0.00 | \$0.00 |
| 5 | 8/1/2008 | 9/30/2008 | 61 | \$585,041.28 | \$1,384,436.58 | \$65,004.59 | \$153,826.29 | 95 | 73 | \$0.00 | \$0.00 |
| 6 | 10/1/2008 | 10/31/08 | 2 | \$123,061.03 | \$1,507,497.61 | \$-123,061.03 | \$30,765.26 | 100 | 74 | \$0.00 | \$0.00 |

8/31/2009 Comments - Adequate vegetation has been established. The Certification of Completion (dated 5/11/09) was issued on 5/19/09. Final project close-out and release of retainage is pending Contractor submission of affidavit of all bills paid, final waivers of lien, maintenance bond, and record drawings. The balancing change order has been sent to the Contractor for signature.

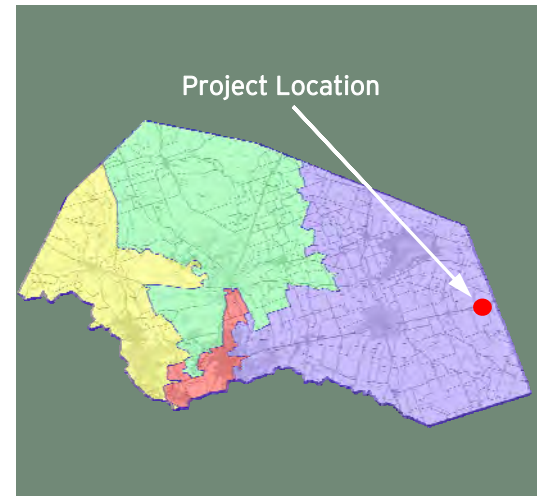
| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 01 | 10/17/2008 | 17,888.18 | 17,888.18 |

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

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

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

Adjusted Price = \$1,603,140.70



PASS THROUGH FINANCING PROJECT US 79, SECTION 5B

(East of FM 1063 to Milam County Line)

Project Length: 4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culvert

Project Schedule: July 2008 - June 2010

Estimated Construction Cost: \$17 Million



AUGUST 2009 IN REVIEW

8/3/2009 - JC Evans completed backfill and placed flex base for culvert #11. They began installing sign mounts for small signs and forming riprap between driveways #18 and #19.

8/10/2009 - JC Evans completed base work and paved the short section of roadway over culvert #11. The contractor is continuing watering operations for the establishment of grass growth, installing small roadway signs and placing mailbox mounts at various locations on project. Concrete riprap was poured at driveway #18. General cleanup of project is ongoing.

8/24/2009 - JC Evans completed milling and placement of final asphalt on the east end of project for westbound traffic. They completed installation of mailboxes, mailbox pads, metal beam guard fence and mow strips for the new westbound lanes. The traffic switch onto the newly constructed westbound lanes is scheduled for 8/26/09.

8/31/2009 - JC Evans completed installation of small roadside signs, reset of concrete traffic barrier, and striping and switched traffic to the newly constructed westbound lanes last week. Watering continues on project for establishment of grass growth.



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

Williamson County
Pass Through Financing Program



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

Original Contract Price = \$16,986,053.49

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Anticipated Work Complete</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|----------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 4/16/2008 | 4/29/2008 | 7/11/2008 | 7/23/2008 | 6/2/2010 | | 499 | 0 | 499 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|---------------|---------------------------|--------------------------|
| 1 | 7/23/2008 | 7/31/2008 | 8 | \$57,547.25 | \$57,547.25 | \$0.00 | \$0.00 | 0 | 2 | \$0.00 | \$0.00 |
| 2 | 8/1/2008 | 8/31/2008 | 23 | \$1,486,551.50 | \$1,544,098.75 | \$0.00 | \$0.00 | 9 | 6 | \$0.00 | \$0.00 |
| 3 | 9/1/2008 | 9/30/2008 | 24 | \$321,941.62 | \$1,866,040.37 | \$0.00 | \$0.00 | 11 | 11 | \$0.00 | \$0.00 |
| 4 | 10/1/2008 | 10/31/08 | 23 | \$308,687.50 | \$2,174,727.87 | \$0.00 | \$0.00 | 13 | 16 | \$0.00 | \$0.00 |
| 5 | 11/1/2008 | 11/30/08 | 20 | \$473,119.00 | \$2,647,846.87 | \$0.00 | \$0.00 | 16 | 20 | \$0.00 | \$0.00 |
| 6 | 12/1/2008 | 12/31/08 | 24 | \$147,566.05 | \$2,795,412.92 | \$0.00 | \$0.00 | 16 | 24 | \$0.00 | \$0.00 |
| 7 | 1/1/2009 | 1/31/2009 | 26 | \$502,757.37 | \$3,298,170.29 | \$0.00 | \$0.00 | 19 | 30 | \$0.00 | \$0.00 |
| 8 | 2/1/2009 | 2/28/2009 | 24 | \$1,005,695.63 | \$4,303,865.92 | \$0.00 | \$0.00 | 25 | 34 | \$0.00 | \$0.00 |
| 9 | 3/1/2009 | 3/31/2009 | 25 | \$227,189.19 | \$4,531,055.11 | \$0.00 | \$0.00 | 27 | 39 | \$0.00 | \$0.00 |
| 10 | 4/1/2009 | 4/30/2009 | 24 | \$349,811.28 | \$4,880,866.39 | \$0.00 | \$0.00 | 29 | 44 | \$0.00 | \$0.00 |
| 11 | 5/1/2009 | 5/31/2009 | 23 | \$2,262,161.67 | \$7,143,028.06 | \$0.00 | \$0.00 | 42 | 49 | \$0.00 | \$0.00 |
| 12 | 6/1/2009 | 6/30/2009 | 24 | \$383,195.52 | \$7,526,223.58 | \$0.00 | \$0.00 | 44 | 54 | \$0.00 | \$0.00 |
| 13 | 7/1/2009 | 7/31/2009 | 23 | \$230,817.15 | \$7,757,040.73 | \$0.00 | \$0.00 | 45 | 58 | \$0.00 | \$0.00 |

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

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

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 02 | 06/09/2009 | 0.00 | 25,000.00 |

1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #15 from 340-2014 D-GR HMA (METH) TY-B PG70-22 to 341-2014 D-GR HMA (QC/QA) TY-B PG70-22.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 03 | 07/09/2009 | 22,350.00 | 47,350.00 |

1A: Design Error or Omission: Incorrect PS&E. This change order allows the contractor to relocate an existing 8" waterline which is in conflict with proposed ditch grades, per revised cross sections. Waterline was lowered before construction based on original cross sections, which were incorrect.

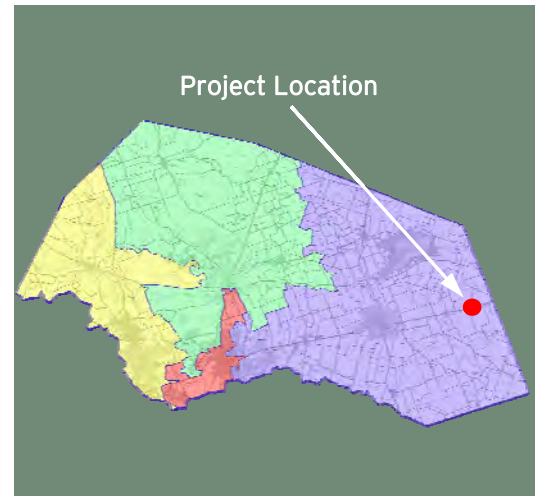
| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 04 | 07/21/2009 | 55,234.06 | 102,584.06 |

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 05 | 07/21/2009 | 91,768.04 | 194,352.10 |

4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced rather than just extended at each end. 3E: County Convenience. Reduction of future maintenance. Rock riprap is being added in ditches and on slopes to reduce erosion.

Adjusted Price = \$17,180,405.59



PASS THROUGH FINANCING PROJECT US 79, SECTION 5A

(East of Taylor to FM 1063)

Project Length: 6.1 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011

Estimated Construction Cost: \$20 Million



AUGUST 2009 IN REVIEW

8/3/2009 - Hunter continues drilling shafts for illumination foundations and installing drainage pipes at driveways. Prime was placed on the sections of roadway where processing of flex base is complete. Processing lime in subgrade and processing flex base continues on the West end of project.

8/10/2009 - Hunter moved traffic to the south side of the roadway on the east end of Thrall and set portable concrete traffic barrier. Processing of flex base continues on the west end of project. Removal of the utility power poles was completed last week. Installation of storm sewer pipe continues on the north side of roadway in Thrall.

8/24/2009 - Hunter began placement of asphalt on the new westbound lanes between Thrall and FM 1063. Drainage culverts and safety end treatments continue to be installed and foundations for roadway illumination are being drilled in Thrall.

8/31/2009 - Hunter continues processing lime in the subgrade and flexible base at various locations on project. They began placement of asphalt on the new westbound lanes between Thrall and FM 619. Construction continues on inlets in Thrall and on end treatments for drainage structures. Traffic was moved to the new westbound lanes between Thrall and FM 1063 last week.



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

Williamson County
Pass Through Financing Program



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

Original Contract Price = \$20,021,693.92

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

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|---------------|---------------------------|--------------------------|
| 1 | 1/27/2009 | 1/31/2009 | 4 | \$1,072,701.94 | \$1,072,701.94 | \$0.00 | \$0.00 | 5 | 1 | \$0.00 | \$0.00 |
| 2 | 2/1/2009 | 2/28/2009 | 20 | \$1,522,944.68 | \$2,595,646.62 | \$0.00 | \$0.00 | 13 | 4 | \$0.00 | \$0.00 |
| 3 | 3/1/2009 | 3/31/2009 | 22 | \$788,518.66 | \$3,384,165.28 | \$0.00 | \$0.00 | 17 | 8 | \$0.00 | \$0.00 |
| 4 | 4/1/2009 | 4/30/2009 | 21 | \$502,872.77 | \$3,887,038.05 | \$0.00 | \$0.00 | 19 | 11 | \$0.00 | \$0.00 |
| 5 | 5/1/2009 | 5/31/2009 | 22 | \$757,178.89 | \$4,644,216.94 | \$0.00 | \$0.00 | 23 | 15 | \$0.00 | \$0.00 |
| 6 | 6/1/2009 | 6/30/2009 | 22 | \$711,613.42 | \$5,355,830.36 | \$0.00 | \$0.00 | 27 | 19 | \$0.00 | \$0.00 |
| 7 | 7/1/2009 | 7/31/2009 | 22 | \$635,205.99 | \$5,991,036.35 | \$0.00 | \$0.00 | 30 | 22 | \$0.00 | \$0.00 |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 01 | 06/09/2009 | 5,534.58 | 5,534.58 |

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the additional costs associated with plugging three (3) existing hand dug water wells discovered within the ROW limits.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 02 | 07/28/2009 | 79,075.00 | 84,609.58 |

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This change order allows for the relocation of a waterline that was in conflict with proposed ditch grades and was also under proposed pavement in some areas.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total CO</u> |
|----------------------------|-----------------|---------------------|-----------------|
| 03 | 07/13/2009 | 1,546.07 | 86,155.65 |

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the contractor to cut, and cap as necessary, existing utility lines that currently run from the Lumpkin property onto the ROW.

Adjusted Price = \$20,107,849.57

Chandler Road Phase 3B (CR 368/369 to SH 95)
Project No. 09WC717

Original Contract Price = \$5,649,034.60

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Anticipated Work Complete</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|----------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 6/24/2009 | 7/14/2009 | Sept 2009 | Sept 2009 | | | 365 | 0 | 365 |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> | <u>Liquidated Damages</u> | <u>Total Liq Damages</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|---------------------------|--------------------------|

8/31/2009 Comments - This Court approved award of the construction contract to Chasco on 7/14/09, with a contract amount of \$5,649,034.60. Chasco returned signed contract documents on 8/19/09 and they have been signed by the Judge. The pre-construction meeting will be held in September.

Adjusted Price = \$5,649,034.60

US 183 Extension-Resolution for Condemnation Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider resolution determining the necessity and authorizing the condemnation of certain property interests required for the US 183 Extension and related roadway construction project, and take other appropriate action regarding same. (Parcel 28).

Background

Fiscal Impact

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

Attachments

Link: [HARVEY \(28\) Resolution](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 09/03/2009 09:18 AM
Final Approval Date: 09/03/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.854 acres owned by C. DUDLEY HARVEY and SHARON HARVEY (parcel 28), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of US 183 Extension ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

EXHIBIT _____

County: Williamson
Parcel No.: 28
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 28

DESCRIPTION OF A 0.854 ACRE TRACT OF LAND LOCATED IN THE WILLIAM MANCIL SURVEY ABSTRACT NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 19, HIGH GABRIEL EAST, SECTION TWO, AS RECORDED IN CABINET B, SLIDE 296-298 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN THE DEED TO C. DUDLEY HARVEY AND SHARON HARVEY, AS RECORDED IN DOCUMENT NO. 1999078279, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.854 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, 235.94 feet left of U.S. Highway 183 Engineer's Centerline Station 226+38.64, being in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, also being the east common corner of said Lot 19 and a called 5.4598 acre tract of land described in the deed to Tai Keong Wong and wife, Becky Sou-Heng Wong and Kwok-Wai Chiu and wife, Jen Jong Huang, as recorded in Volume 1982, Page 632, of the Deed Records of Williamson County, Texas, and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the north corner said 5.4598 acre tract bears, N 02° 14' 58" W, a distance of 284.60 feet and N 01° 26' 46" W, a distance of 507.74 feet;

THENCE with said proposed east right-of-way line, and the common line of said Lot 19 and that called Lot 20, of said High Gabriel East, Section Two as described in the deed to Daren B. Brummitt and Wendy M. Brummitt, as recorded in Document No. 2003102472, of the Official Public Records of Williamson County, Texas, S 07° 00' 08" E, a distance of 83.17 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 245.84 feet left of U.S. Highway 183 Engineer's Centerline Station 227+15.08, for an angle point in said proposed right-of-way line;

THENCE continuing with said proposed east right-of-way line crossing through the interior of said Lot 19, the following three (3) courses and distances:

1. N 89° 24' 27" W, a distance of 45.84 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 227+15.06;
2. with the arc of a curve to the right a distance of 385.17 feet, through a central angle of 06° 53' 47", having a radius of 3200.00 feet, and whose chord bears S 04° 00' 43" W, a distance of 384.94 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 230+76.16, and
3. N 80° 46' 27" E, a distance of 119.07 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 314.34 feet left of U.S. Highway 183 Engineer's Centerline Station 230+45.18, in the common line of said Lot 19 and said Lot 20;

THENCE leaving said proposed east right-of-way line, with the common line of said Lot 19 and said Lot 20, S 07° 00' 08" E, a distance of 13.29 feet to a calculated point, in the existing north right-of-way line of Riva Ridge Drive, a varying width right-of-way, from which a 1/2-inch iron rod found for the southwest corner of said Lot 20 bears, S 07° 00' 08" E, a distance of 2.18 feet;

THENCE with said existing north right-of-way line, the following three (3) courses and distances:

1. with the arc of a curve to the left a distance of 25.57 feet, through a central angle of 01° 25' 10", having a radius of 1032.00 feet, and whose chord bears S 77° 28' 55" W, a distance of 25.57 feet to a calculated point,
2. with the arc of a curve to the left a distance of 81.19 feet, through a central angle of 12° 03' 50", having a radius of 385.60 feet, and whose chord bears S 74° 33' 31" W, a distance of 81.04 feet to a calculated point, and
3. with the arc of a curve to the right a distance of 50.30 feet, through a central angle of 06° 09' 29", having a radius of 468.00 feet, and whose chord bears S 76° 22' 42" W, a distance of 50.28 feet to a calculated point, at the intersection of said existing north right-of-way line and the existing east right-of-way line of U.S. Highway 183, a varying width right-of-way;

THENCE with said existing east right-of-way line, the following two (2) courses and distances:

1. N 02° 37' 19" W, a distance of 417.18 feet to a calculated point, from which a Texas Department of Transportation Type I Monument found bears, S 24° 09' 31" W, a distance of 1.13 feet, and

2. with the arc of a curve to the left a distance of 96.67 feet, through a central angle of $03^{\circ} 00' 37''$, having a radius of 1839.94 feet, and whose chord bears $N 04^{\circ} 07' 37'' W$, a distance of 96.66 feet to a calculated point, for the northwest corner of the tract described herein;

THENCE leaving said existing east right-of-way, with the common line of said Lot 19 and said 5.4598 acre tract, $S 83^{\circ} 24' 52'' E$, a distance of 122.26 feet to the **POINT OF BEGINNING** and containing 0.854 acres of land, more or less.

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

All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS

§
§
§

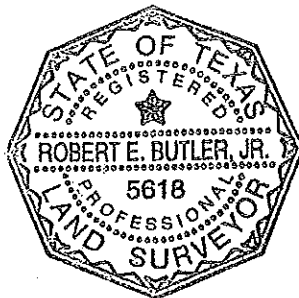
KNOW ALL MEN BY THESE PRESENTS:

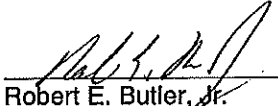
COUNTY OF TRAVIS

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 21st day of June 2008.

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



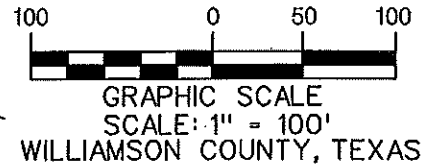

Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- 5/8" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/4" IRON ROD W/ SAM INC. PLASTIC CAP SET
- CHEELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" PIPE FOUND UNLESS NOTED
- COTTON SPINDLE FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OP.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING

PISta 222+49.71
 $\Delta = 33^\circ 52' 27.30''$ (RT)
 $D = 1^\circ 54' 35.49''$
 $L = 1,773.65'$
 $T = 913.59'$
 $R = 3,000.00'$
 $PC Sta 213+36.11$
 $PT Sta 231+09.77$

WILLIAM MANCIL SURVEY ABSTRACT NO.437



1

TAKEONG WONG AND WIFE,
 BECKY SOU-HENG WONG
 AND
 KWOK-WAICHIU AND WIFE,
 JEN JONG HUANG
 CALLED 5.4598 ACRES
 VOL. 1982, PG. 632
 O.R.W.C.TX.

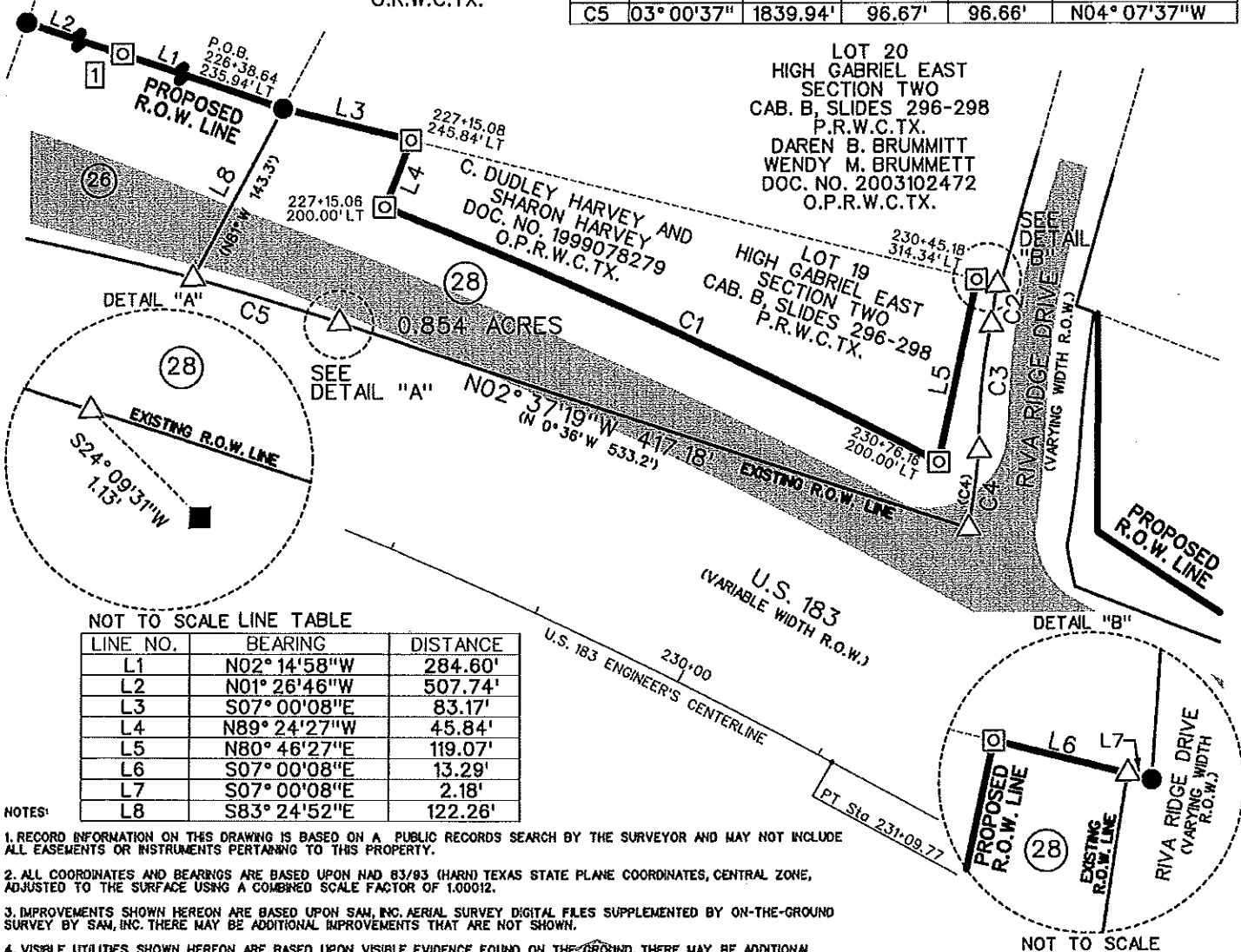
CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|------|-------------|----------|----------|----------|---------------|
| C1 | 06° 53' 47" | 3200.00' | 385.17' | 384.94' | S04° 00' 43"W |
| C2 | 01° 25' 10" | 1032.00' | 25.57' | 25.57' | S77° 28' 55"W |
| C3 | 12° 03' 50" | 385.60' | 81.19' | 81.04' | S74° 33' 31"W |
| C4 | 06° 09' 29" | 468.00' | 50.30' | 50.28' | S76° 22' 42"W |
| (C4) | (31°) | (385.6') | (208.6') | (206.1') | |
| C5 | 03° 00' 37" | 1839.94' | 96.67' | 96.66' | N04° 07' 37"W |

LOT 20
 HIGH GABRIEL EAST
 SECTION TWO
 CAB. B, SLIDES 296-298
 P.R.W.C.TX.
 DAREN B. BRUMMITT
 WENDY M. BRUMMITT
 DOC. NO. 2003102472
 O.P.R.W.C.TX.

LOT 19
 HIGH GABRIEL EAST
 SECTION TWO
 CAB. B, SLIDES 296-298
 P.R.W.C.TX.

C. DUDLEY HARVEY AND
 SHARON HARVEY
 DOC. NO. 1999078279
 O.P.R.W.C.TX.



NOT TO SCALE LINE TABLE

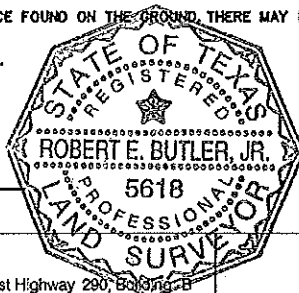
| LINE NO. | BEARING | DISTANCE |
|----------|---------------|----------|
| L1 | N02° 14' 58"W | 284.60' |
| L2 | N01° 26' 46"W | 507.74' |
| L3 | S07° 00' 08"E | 83.17' |
| L4 | N89° 24' 27"W | 45.84' |
| L5 | N80° 46' 27"E | 119.07' |
| L6 | S07° 00' 08"E | 13.29' |
| L7 | S07° 00' 08"E | 2.18' |
| L8 | S83° 24' 52"E | 122.26' |

NOTES:

- RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
 - ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
 - IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
 - VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
 - PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
- I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT E. BUTLER, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5618, STATE OF TEXAS

11/21/08
 DATE



PAGE 4 OF 4
 REF. FIELD NOTE NO. 4765R1



5508 West Highway 290, Suite 200
 Austin, Texas 78735
 (512) 447-0675
 Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
 PARCEL
 28
 WILLIAMSON COUNTY, TEXAS

Easement Modification Agreement

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider approving Easement Modification Agreement # 3ER 14355 for Easement and Right-of-Way that was given to Texas Power & Light to Oncor Electric Delivery Company, LLC.

Background

There is transmission line that is located on the property off of Old Settler's Blvd. in Round Rock where the Jester Williamson County Annex is located. The Easement and Right-of-Way was given to Texas Power & Light in 1927. Gary Wilson has been in discussions with Oncor Electric and they will be replacing the old wooden "H" frame that is located in the easement with a single metal or concrete pole in January. This agenda item is simply a modification to the easement that changes the name on the easement agreement from the old Texas Power & Light to today's Oncor Electric Delivery Company, LLC. This agreement has been reviewed and approved by Hal Hawes.

Fiscal Impact

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

Attachments

Link: [ModificationEasement](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 08/28/2009 09:30 AM
 Final Approval Date: 09/03/2009

STATE OF TEXAS

COUNTY OF WILLIAMSON

Easement Modification Agreement
Easement # 3ER 14355

For and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, receipt of which is acknowledged by Williamson County, Grantor, and the Easement and Right-of-Way dated September 7th, 1927, recorded at Volume 233, Page 448 of the deed or real property records of Williamson County, Texas, (the "Easement and Right-of-Way") is hereby modified to grant to Oncor Electric Delivery Company, LLC., a Delaware Limited Liability Company, 115 West 7th Street, Suite 505, Fort Worth, Texas 76102, successor to Texas Power & Light Company, the right to remove the electric transmission line currently existing on the property described in the Easement and Right-of-Way and to erect, construct, reconstruct, inspect, repair, maintain, improve, operate, and remove an electric transmission line, with all necessary appurtenances, including multiple circuits and supporting structures, on the property described in the Easement and Right-of-Way.

All other rights granted in the Easement and Right-of-Way which are not in conflict with the terms of this Easement Modification Agreement continue in full force and effect.

Executed on the _____ day of _____, 2009.

Grantor(s):

Williamson County

By: _____

Name: Dan A. Gattis

Title: Williamson County Judge

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared **Dan A. Gattis, as the County Judge of Williamson County**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2009.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

**ONCOR ELECTRIC DELIVERY COMPANY
LAND RECORDS DEPARTMENT
ATTN: LAURA DELAPAZ
115 W. 7TH STREET, SUITE 505
FORT WORTH, TEXAS 76102**

Jester Williamson County Annex Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 09/01/2009 10:26 AM
Final Approval Date: 09/03/2009

Discuss and consider approving Occupation and Use Agreement for Byers Tract Caretaker.

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Occupation and Use Agreement for Byers Tract Caretaker.

Background

The Parks Department needs someone to live in the Byers house to provide passive security for the park property. A RFP for a residential lease was approved by Commissioners Court on July 21, 2009. The RFP was issued by the Purchasing Department with proposals due August 12. No proposals were received. The attached agreement is for the caretaker for the Berry Tract. The agreement details the terms and conditions for occupying the house and Hal Hawes of the County Attorney's office has reviewed the agreement. We are requesting approval of the Occupation and Use Agreement for Larry Cates. Larry is a 6 year Parks Department employee.

Fiscal Impact

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

Attachments

Link: [Byers House Agreement](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 08/25/2009 07:44 AM
 Final Approval Date: 08/27/2009

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

OCCUPATION AND USE AGREEMENT

This Occupation and Use Agreement ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Larry Cates ("Park Attendant").

County hereby agrees to allow Park Attendant to occupy and use that certain property and improvements, hereinafter called the "Premises", known as the house located at 12000 East State Highway 29, Georgetown, Texas 78626, Williamson County, Texas, and Park Attendant hereby agrees to occupy and use said Premises subject to the following terms and conditions:

1. TERM OF AGREEMENT. The initial term of this Agreement shall be one year commencing on the [REDACTED] day of September, 2009 and thereafter shall automatically be renewed on a month-to-month basis, subject to termination of this Agreement as provided herein (the "Agreement Term").

2. RENT AND TAXES. County and Park Attendant agree that Park Attendant shall occupy and use the Premises as both a convenience to County and as a condition and requirement of Park Attendant's employment with County, and as such, Park Attendant shall not be required to pay rent for his/her occupation and use of the Premises. Park attendant will pay for utilities associated with the occupation of the house. County agrees to pay all real estate taxes assessed, if any, against the Premises.

3. EMPLOYMENT AT WILL. Nothing herein shall be construed to change Park Attendant's employment-at-will status with Williamson County.

4. USE. Except for using a portion of the Premises for purposes of a park attendant's office, Park Attendant and Park Attendant's immediate family members shall use the Premises for uses consistent with single family occupancy, and for no other purposes or use of any kind, unless first authorized in writing by the Williamson County Commissioners Court. Park Attendant's use of the Premises shall not interfere with park patrons' use and enjoyment of the park in and around the Premises. Furthermore, Park Attendant and all other persons on the premises must refrain from conducting themselves in any way that would unduly disturb park patrons or constitute a breach of the peace. Park Attendant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type; (d) any illegal or unlawful activity; or (e) any other activity which will obstruct, interfere with, or infringe on the rights of other persons on or near the Premises.

5. SECURITY DEPOSIT. Park Attendant shall not be required to provide an initial Security Deposit at the beginning of this Agreement. However, in the event that Park Attendant shall at any time cause damage to the Premises, excluding ordinary wear and tear, that requires

County's repair thereof, Park Attendant shall pay for all such repairs and immediately deposit with County, a Security Deposit in the amount of \$1,000.00, as security for the faithful performance of the terms and conditions of this Agreement. In the event that County shall at any time apply any of the Security Deposit to cover any lawful deductions, then, upon the request of County to Park Attendant specifying the amount so applied, Park Attendant shall immediately deposit with County, as an additional Security Deposit, the amount so applied, so that the security deposit held by County shall at all times during the Agreement Term be equal to the aforementioned amount specified in this section. The Security Deposit shall be returned to Park Attendant, without interest and less any lawful deductions of same, upon the Park Attendant's full performance of this Agreement and on Park Attendant's surrender of the Premises.

6. INSURANCE. County shall pay for fire and extended coverage insurance on the building and other permanent improvements on the Premises and the proceeds thereof, if any, shall be payable solely to County. Park Attendant shall obtain, at its sole cost, and keep in effect a policy of renters insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by County.

7. CONDITION OF PREMISES. PARK ATTENDANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY PARK ATTENDANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS AGREEMENT THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE US. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, PARK ATTENDANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT THE OCCUPATION AND USE OF THE PREMISES AS PROVIDED FOR

HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN ALLOWING THE PARK ATTENDANT TO OCCUPY THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. PARK ATTENDANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT.

8. MAINTENANCE AND REPAIRS. As part of Park Attendant's duties under employment with Williamson County, Park Attendant shall maintain in good repair or supervise maintenance of the exterior and interior of the Premises, including foundation, the exterior walls, doors, door closure devices, HVAC system, window and door frames, molding, locks and hardware, and the roof of the Premises and all portions of the Premises extending beyond the exterior walls of the building in good repair. The County shall pay the costs of materials necessary for repair and maintenance of the Premises, except as otherwise provided herein, provided that funds have been appropriated for such costs. Park Attendant shall, however, obtain prior consent from County before Park Attendant expends any amounts for the repair and/or maintenance of the exterior and interior of the Premises. Notwithstanding of any provision to the contrary, Park Attendant shall, at its sole cost and expense, repair and/or replace any portion of the interior or exterior of the Premises that are damaged due to the acts or omissions of Park Attendant or Park Attendant's family, agents, guests, invitees or visitors. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, reasonable wear and tear excepted. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors may not smoke any type of tobacco or non-tobacco product inside any of the improvements and/or buildings on the Premises.

9. ALTERATIONS. All alterations, additions and improvements shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof on the termination of this Agreement. Such alterations, additions and improvements may only be made with the prior written consent of County. No cooling tower, equipment, antenna, sign or structure of any kind shall be placed on the roof or elsewhere on the Premises by Park Attendant without prior written permission of County. If such permission is granted, such work or installation shall be done at Park Attendant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Park Attendant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of fixtures shall be repaired at Park Attendant's expense prior to the expiration of the Agreement Term. All alterations, improvements, additions, and repairs made by Park Attendant shall be made in good and workmanlike manner.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Park Attendant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors shall fully comply with any rules and regulations governing the use of the building or other improvements to the Premises as required by County. County may make reasonable changes in such rules and regulations from time to time as deemed

advisable for the safety, care and cleanliness of the Premises, provided same are in writing and are not in conflict with this Agreement.

11. ASSIGNMENT AND SUBLETTING. Park Attendant shall not assign this Agreement, nor sublet the Premises or any interest therein without the prior written consent of County. An assignment or subletting without the prior written consent of County shall be void and shall, at the option of County terminate this Agreement.

12. DESTRUCTION. In the event the Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Park Attendant shall give immediate notice to County. County may repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at County's expense unless due to Park Attendant's acts or omissions. If the Premises are totally destroyed or deemed by the County to be rendered unfit for occupancy by fire or other casualty, or if County shall decide not to repair or rebuild, this Agreement shall terminate.

13. SURRENDER OF PREMISES; ABANDONMENT OF PROPERTY. On or before the termination of this Agreement, Park Attendant shall surrender ("Surrender" shall mean vacating the premises and returning all keys and access devices to the County) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted. If Park Attendant leaves any personal property or belongings in, on or about the Premises after Park Attendant Surrenders possession of the Premises, all such personal property and/or belongings of Park Attendant will be forfeited to and become the property of the County. In the event that Park Attendant forfeits such personal property or belongings pursuant to the terms of this Agreement, Park Attendant hereby acknowledges and agrees that County may dispose of such personal property or belongings of Park Attendant, without liability to County, in any manner in which County, in County's sole discretion, deems fit or reasonable.

14. SUBORDINATION. County is hereby irrevocably vested with full power and authority to subordinate this Agreement to any loan, bond or encumbrance and Park Attendant agrees on demand to execute such instruments subordinating this Agreement as County may request.

15. LIABILITY. UNLESS CAUSED BY COUNTY'S GROSS NEGLIGENCE, PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT COUNTY IS NOT LIABLE OR RESPONSIBLE TO PARK ATTENDANT, PARK ATTENDANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. PARK ATTENDANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST COUNTY OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO

PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY PARK ATTENDANT; FROM ANY NEGLECT OR FAULT OF PARK ATTENDANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF PARK ATTENDANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, PARK ATTENDANT AGREES THAT PARK ATTENDANT WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

16. SIGNS. Park Attendant shall not post or paint any signs at, on, or about the Premises or paint the exterior walls of the Premises except with the prior written consent of the County. County shall have the right to remove any sign or signs in order to maintain the Premises or to make any repairs or alterations thereto.

17. SMOKE DETECTOR. County will install at least four smoke detector in the Premises in accordance with Sections 92.255 and 92.257 of the Texas Property Code. **TO THE EXTENT ALLOWED BY LAW, PARK ATTENDANT WAIVES THE RIGHTS AND REMEDIES SET FORTH IN SECTION 92.258 OF THE TEXAS PROPERTY CODE REGARDING COUNTY'S STATUTORY DUTY TO INSPECT AND REPAIR THE SMOKE DETECTOR(S) INSTALLED IN THE PREMISES.** Park Attendant agrees to inspect the smoke detector(s) installed in the Premises at the beginning of Park Attendant's possession and at regular intervals of one (1) month thereafter to determine that such smoke detector(s) is in good working order. Park Attendant agrees to bear the cost of repairing or replacing the smoke detector(s). Requests for inspection or repair of the smoke detector or installation of any security device must be in writing.

18. NOTICES. Notices to Park Attendant shall be by certified mail or other delivery to the Premises at the below address, or such other address as given by Park Attendant to County in writing. Notices to County shall be by certified mail to the following address, with a copy of same to the Williamson County Attorney.

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

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

PARK ATTENDANT: Larry Cates
12000 East State Highway 29
Georgetown, Texas 78626

19. REPORTS OF ACCIDENTS. Within 24 hours after Park Attendant 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 person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Park Attendant, the Park Attendant 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 Park Attendant shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Park Attendant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

20. DEFAULT BY COUNTY. In the event of breach by County of any covenant, warranty, term or obligation of this Agreement, County's failure to cure same or commence a good faith effort to cure same within 30 days after written notice thereof by Park Attendant shall be considered a default and shall entitle Park Attendant to either terminate this Agreement or cure the default at its sole cost. Park Attendant hereby acknowledges that such right to terminate or cure the default shall be the sole remedies available in the event County breaches this Agreement and fails to cure as set forth in this provision. If any utility services furnished by County are interrupted and continue to be interrupted despite the good faith efforts of the County to remedy same, County shall not be liable in any respect for damages to the person or property of Park Attendant or Park Attendants employees, agents, or guests, and same shall not be construed as grounds to terminate this Agreement.

21. DEFAULT BY PARK ATTENDANT. Park Attendant hereby acknowledges and agrees that if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement, such failure shall be deemed to be a material breach of this Agreement. Furthermore, if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement or any present rules and regulations or any that may be hereafter prescribed by County, or if Park Attendant fails to comply with any duties imposed on Park Attendant by law, County may immediately terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity. If County decides that Park Attendant should be allowed the opportunity to correct the noncompliance, County may deliver a written notice specifying the noncompliance and allowing ten (10) days within which it may be corrected. If compliance is not made within said period, County may then terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity.

22. TERMINATION OF EMPLOYMENT. This Agreement shall terminate immediately upon Park Attendant's termination, retirement or resignation from employment with Williamson County. County may terminate this Agreement due to a change in Park Attendant's employment position with Williamson County. In the event this Agreement is terminated pursuant to this provision, Park Attendant shall have fourteen days to vacate the Premises, unless the parties agree otherwise in writing.

23. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to the other party.

24. RIGHT OF ENTRY. County shall have the right during normal business hours to enter the Premises: (a) to inspect the general condition and state of repair thereof; (b) to make repairs required or permitted under this Agreement; or (c) for any other reasonable purpose.

25. WAIVER OF BREACH; NO WAIVER OF IMMUNITIES. The waiver by County of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

26. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Agreement.

27. BINDING OF HEIRS AND ASSIGNS. All provisions of this Agreement shall extend to and bind not only the parties to this Agreement, but to each and every one of the heirs, executors, representatives, successors, and assigns of County and Park Attendant.

28. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Park Attendant and County, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

29. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided to County under this Agreement are cumulative and the County's use of any one right or remedy shall not preclude or waive County's right to use any or all other remedies. Said rights and remedies are given to County in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

30. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County, Texas.

31. SEVERABILITY; 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, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of

construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

32. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties to this Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

EXECUTED this the ____ day of September 2009.

PARK ATTENDANT:

By: _____

Printed Name: _____

COUNTY:

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

By: _____

Dan A. Gattis,
Williamson County Judge

Oncor Settlement Agreement Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Oncor settlement offer.

Background

Fiscal Impact

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

Attachments

Link: [Oncor Settlement Offer](#)

Form Routing/Status

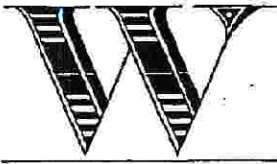
Form Started By: Peggy Vasquez
Started On: 09/01/2009 05:51 PM
Final Approval Date: 09/03/2009

08/31/2009 17:14 wilco judge

(FAX)

p.1

P.001/001



DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

August 31, 2009

Garland Black
Lead Land Agent
Representing Oncor Electric Delivery Company
115 W. 7th, Room 505
Fort Worth, TX 76101

Dear Mr. Black:

I would like to present to Commissioners Court tomorrow for their approval the settlement which would include the following: \$347,076.67 for the easement and we request \$30,000 for replacement of pecan trees. This will calculate into 200 trees to be planted at a cost of \$150.00 per tree which includes tree planting and irrigation for each tree.

Please let me know your thoughts at your earliest convenience so that I may pass the settlement information on to the court for consideration tomorrow.

Sincerely,

Dan A. Gattis

347,076.67
30,000.00
\$ 377,076.67

Agreed

Award of annual contracts

Commissioners Court - Regular Session

Date: 09/08/2009
 Submitted By: Kerstin Hancock, Purchasing
 Department: Purchasing
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids and proposals received for Fiscal Year Contracts

Background

Fiscal Impact

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

Attachments

Link: [Annual contract awards listing](#)
 Link: [Bid tab Aggregate](#)
 Link: [Bid tab Concrete-Ready Mix](#)
 Link: [Bid tab Hauling](#)
 Link: [Bid tab Roadside Chemicals & Herbicides](#)
 Link: [Bid tab Road Striping](#)
 Link: [Bid tab Asphalt Mixes](#)
 Link: [Bid tab Asphalt Cement & Cut Back](#)
 Link: [Bid tab Asphalt Emulsions](#)
 Link: [Bid Tab Roadsigns and Markers](#)
 Link: [Bid tab OEM Replacement parts](#)
 Link: [Recommendation letter for Road signs and markers](#)
 Link: [Bid Tab Fuel](#)
 Link: [Bid tab Electrical Services](#)
 Link: [Bid tab Plumbing Services](#)
 Link: [Recommendation letter for Electrical and Plumbing Services](#)

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 09/03/2009 09:02 AM
 Final Approval Date: 09/03/2009

FY2010 ANNUAL CONTRACT AWARDS

CONTRACT PERIOD: OCT 1, 2009 TO SEP 30, 2010

| | AWARDED VENDORS | |
|---------------------------------|--|------------|
| Name of Bid/Proposal | Vendors | Department |
| Aggregate | Superior Crushed Stone Capitol Aggregates Killeen Crushed Stone Knife River RTI Hot Mix Colorado Materials | URS |
| Name of Bid/Proposal | Vendors | Department |
| Concrete-Ready Mix | Ironhorse Concrete Transit Mix Centex Materials | URS |
| Name of Bid/Proposal | Vendors | |
| Hauling | Georgetown Transportation Statewide Transportation Trojan Transportation | URS |
| Name of Bid/Proposal | Vendors | Department |
| Roadside Chemicals & Herbicides | BWI Schulenburg Crop Production Naturchem, Inc York Industries Townsend Chemical Red River Specialties Alligare, Inc Ameriturf CWC Chemical Deangelo Brothers | URS |
| Name of Bid/Proposal | Vendors | Department |
| Road Striping | DIJ Construction | URS |
| Name of Bid/Proposal | Vendors | Department |
| Asphalt Mixes | Austin Asphalt Iron Horse Vulcan | URS |

| | | |
|----------------------------|--|------------|
| | AWARDED VENDORS | |
| Name of Bid/Proposal | Vendors | Department |
| Asphalt Cement & Cut Back | Martin Asphalt Company Cleveland Asphalt Performance Grade Asphalt | URS |
| Name of Bid/Proposal | Vendors | Department |
| Asphalt Emulsions | Ergon P2 Emulsion Cleveland Asphalt Performance Grade Asphalt Martin Asphalt | URS |
| Name of Bid/Proposal | Vendors | Department |
| Road Signs and Markers | Pathmark Texas Osburn Safelane Custom Rocal | URS |
| Name of Bid/Proposal | Vendors | |
| OEM Ford Replacement Parts | Leif Johnson | FLEET |
| Name of Bid/Proposal | Vendors | Department |
| Fuel | Triple S | FLEET |
| Name of Bid/Proposal | Vendors | Department |
| Electrical Services | FSG Electrical | FACILITIES |
| Name of Bid/Proposal | Vendors | Department |
| Plumbing Services | Beard Services | FACILITIES |

NOTES TO CONTRACT AWARDS

1) Clarification of Primary, Secondary and Tertiary Vendors

In case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of a contract, the County reserves the right to draw back to the secondary or tertiary vendor.

2) Item-by-Item awards

Some recommendations are based on item-by-item awards. For these commodities item-by-item awards result in significant overall savings for the County.

**WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT**

AGGREGATE

BID NUMBER: 10WCA002

Recommended Award to

Primary: Superior Crushed Stone – item# 1, 2
 Capitol Aggregates – item# 5, 6
 Killeen Crushed Stone – item# 4
 Knife River – item# 3

Secondary: Superior Crushed Stone – item# 3, 4
 RTI Hot Mix – item# 5, 6
 Capitol Aggregates – item# 1
 Knife River – item# 2

Tertiary: RTI Hot Mix – item# 1, 2, 3
 Colorado Materials – item# 5, 6

| ITEM # | DESCRIPTION | UNIT | BUTLER MATERIAL | CAPITOL AGG. | CENTRAL TEXAS | COLORADO MATERIALS | KILLEEN CRUSHED STONE | KNIFE RIVER | RTI HOT MIX | SUPERIOR CRUSHED STONE | |
|--------|---|------|-----------------|--------------|---------------|--------------------|-----------------------|-------------|-------------|------------------------|--|
| 1 | Aggregate, TxDot Item 302, Type B, Grade 3 | Ton | N/B | 10.00 | 3.80* | 21.00 | 14.00 | N/B | 12.00 | 9.00 | |
| 2 | Aggregate, TxDot Item 302, Type B, Grade 4 | Ton | 16.25 | 14.00 | 3.80* | 21.00 | 14.00 | 11.99 | 12.00 | 11.50 | |
| 3 | Aggregate, TxDot Item 302, Type B, Grade 5 | Ton | N/B | 12.00 | 6.00* | 23.00 | 14.00 | 7.74 | 12.00 | 10.00 | |
| 4 | Aggregate, TxDot Item 302 Type B, Grade 6 | Ton | N/B | N/B | 6.00* | N/B | 8.00 | N/B | N/B | 10.00 | |
| 5 | Pre-Coat Aggregate, TxDot Item 302 Type PE, Grade 4 | Ton | N/B | 27.00 | N/B | 35.00 | N/B | N/B | 30.00 | N/B | |
| 6 | Pre-Coat Aggregate, TxDot Item 302 Type PE, Grade 5 | Ton | N/B | 25.00 | N/B | 69.00 | N/B | N/B | 30.00 | N/B | |

*did not meet specs, rock is unwashed

**WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT**

CONCRETE – READY MIX

BID NUMBER: 10WCA005

Recommended award to

Primary: Ironhorse Concrete – all items

Secondary: Transit Mix – all items

Tertiary: Centex Materials – all items

| ITEM # | DESCRIPTION | UNIT | Centex Materials | Custom Crete | Ironhorse Concrete | Transit Mix |
|--------|-------------------------------|-------------|------------------|--------------|--------------------|-------------|
| 1 | # 4 Sack Mix, 2000 PSI | cubic yard | 76.00 | 80.90 | 66.50 | 65.00* |
| 2 | # 4.5 Sack Mix, 2500 PSI | cubic yard | 77.00 | 82.40 | 69.00 | 67.50* |
| 3 | # 5 Sack Mix, 3000 PSI | cubic yard | 78.00 | 83.90 | 71.50 | 70.00* |
| 4 | # 5.5 Sack Mix, 3500 PSI | cubic yard | 81.00 | 86.40 | 74.00 | 72.50* |
| 5 | # 6 Sack Mix, 4000 PSI | cubic yard | 83.00 | 88.90 | 76.50 | 75.00* |
| 6 | Truck Charge After First Hour | hourly rate | 100.00 | 60.00 | 60.00 | N/A |
| 7 | Sack Cement Added to Mixes | Sack | 6.00 | 5.00 | 5.00 | 5.00 |
| 8 | Grout Added To Mixes | Yard | 200.00 | 99.90 | N/A | 90.00 |
| 9 | Retarder or Water Reducer | Yard | N/C | 3.00 | N/C | 2.00 |
| 10 | Air Entraining Agent | Yard | N/C | .25 | N/C | 2.00 |
| 11 | 1 % Calcium Chloride | Yard | 5.00 | 2.50 | 4.00 | 2.00 |
| 12 | 2 % Calcium Chloride | Yard | 10.00 | 5.00 | 8.00 | 4.00 |
| 13 | Back Fill Sand and Cement Dry | 2 Sack Mix | 70.00 | 74.90 | 61.50 | 59.00 |

*Retarder or Air Entraining Agent is added to every job

WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT

HAULING

BID NUMBER: 10WC802

AWARDED VENDORS: PRIMARY GEORGETOWN TRANSPORTATION
SECONDARY STATEWIDE TRANSPORTATION
LIQUID HAULING - TROJAN TRANSPORTATION

| ITEM # | DESCRIPTION | UNIT | COMMUNITY TRUCKING | DALE POPE TRUCKING | AGH20 HOLDINGS | BOGGY CREEK TRANS. | GTWN TRANS. | GORDILLO TRUCKING | HARD ROCK TRANS. | JAG TRUCK | ODEEN HIBBS | RAMMING TRANS. | Rami | STATEWIDE MATERIALS TRANS. | *TROJAN TRANS. | R HERNDON TRUCK. |
|--------|--|----------|--------------------|--------------------|----------------|--------------------|-------------|-------------------|------------------|-----------|-------------|----------------|------|----------------------------|--------------------|------------------------------|
| 1 | Hauling 0.0 to 5.5 Miles Hauling 5.6 to 10.0 Miles | Miles | 2.35 | 2.50 | 2.38 | 2.00 | 1.50 | 3.15 | 2.00 | 2.35 | 1.50 | 3.00 | 2.04 | 1.63 | ALL LIQUID HAULING | DID NOT BID AS PER BID SPECS |
| 2 | Hauling 5.6 to 10.0 Miles | | 2.82 | 3.00 | 2.50 | 2.50 | 1.99 | 3.25 | 2.30 | 2.65 | 2.10 | 4.00 | 2.70 | 1.90 | | |
| | Hauling – Liquid Asphalt Bid Railroad Commission Rates Attach Sch. A | | | | | | | | | | | | | | ALL LIQUID HAULING | DID NOT BID AS PER BID SPECS |
| | | 11 Miles | 3.09 | 3.10 | 2.70 | 4.25 | 2.05 | 3.45 | 2.50 | 2.95 | 2.58 | 5.00 | | 2.33 | | |
| | | 12 Miles | 3.18 | 3.20 | 2.75 | 4.25 | 2.12 | 3.45 | 2.60 | 3.20 | 2.64 | 5.00 | | 2.41 | | |
| | | 13 Miles | 3.29 | 3.30 | 2.85 | 4.25 | 2.20 | 3.45 | 2.75 | 3.30 | 2.73 | 5.00 | | 2.50 | | |

| ITEM # | DESCRIPTION | UNIT | COMMUNITY TRUCKING | DALE POPE TRUCKING | AGH20 HOLDINGS | BOGGY CREEK TRANS. | GTWN TRANS. | GORDILLO TRUCKING | HARD ROCK TRANS. | JAG TRUCK | ODEEN HIBBS | RAMMING TRANS. | RAMI | STATEWIDE MATERIALS TRANS. | *TROJAN TRANS. | R HERNDON TRUCK. |
|--------|-------------|----------|--------------------|--------------------|----------------|--------------------|-------------|-------------------|------------------|-----------|-------------|----------------|------|----------------------------|--------------------|------------------|
| | | 14 Miles | 3.43 | 3.45 | 2.95 | 4.25 | 2.28 | 3.45 | 2.75 | 3.30 | 2.84 | 5.00 | | 2.60 | ALL LIQUID HAULING | BOBTAIL RATES |
| | | 15 Miles | 3.62 | 3.65 | 3.00 | 4.25 | 2.41 | 3.45 | 2.75 | 3.35 | 3.02 | 5.00 | | 2.75 | | |
| | | 16 Miles | 3.73 | 3.75 | 3.15 | 4.25 | 2.60 | 3.60 | 2.95 | 3.65 | 3.11 | 6.00 | | 2.85 | | |
| | | 17 Miles | 3.84 | 3.90 | 3.20 | 4.25 | 2.67 | 3.60 | 3.00 | 3.70 | 3.22 | 6.00 | | 2.90 | | |
| | | 18 Miles | 3.87 | 3.95 | 3.25 | 4.25 | 2.70 | 3.60 | 3.05 | 3.70 | 3.27 | 6.00 | | 2.95 | | |
| | | 19 Miles | 4.08 | 4.15 | 3.35 | 4.25 | 2.85 | 3.60 | 3.10 | 3.85 | 3.40 | 6.00 | | 3.10 | | |
| | | 20 Miles | 4.21 | 4.25 | 3.55 | 4.25 | 2.93 | 3.60 | 3.20 | 4.00 | 3.54 | 6.00 | | 3.20 | | |
| | | 21 Miles | 4.37 | 4.40 | 3.75 | 4.25 | 3.04 | 3.75 | 3.35 | 4.18 | 3.62 | | | 3.30 | | |
| | | 22 Miles | 4.49 | 4.50 | 3.95 | 4.25 | 3.13 | 3.75 | 3.50 | 4.20 | 3.75 | | | 3.40 | | |
| | | 23 Miles | 4.57 | 4.65 | 4.15 | 4.25 | 3.19 | 3.75 | 3.65 | 4.30 | 3.84 | | | 3.50 | | |
| | | 24 Miles | 4.79 | 4.85 | 4.25 | 4.25 | 3.34 | 3.75 | 3.75 | 4.45 | 3.96 | | | 3.65 | | |
| | | 25 Miles | 4.88 | 5.25 | 4.50 | 4.25 | 3.40 | 3.75 | 3.85 | 4.55 | 4.10 | | | 3.70 | | |
| | | 26 Miles | 5.03 | 5.40 | 4.65 | 4.25 | 3.66 | 3.90 | 3.95 | 4.55 | 4.21 | | | 3.80 | | |
| | | 27 Miles | 5.16 | 5.60 | 4.75 | 4.25 | 3.74 | 3.90 | 4.05 | 5.20 | 4.32 | | | 3.90 | | |
| | | 28 Miles | 5.35 | 5.75 | 5.00 | 4.25 | 3.89 | 3.90 | 4.20 | 5.20 | 4.50 | | | 4.05 | | |

| ITEM | DESCRIPTION | UNIT | COMMUNITY TRUCKING | DALE POPE TRUCKING | AGH20 HOLDINGS | BOGGY CREEK TRANS. | GTWN TRANS. | GORDILLO TRUCKING | HARD ROCK TRANS. | JAG TRUCK | ODEEN HIBBS | RAMMING TRANS. | RAMI | STATEWIDE MATERIALS TRANS. | *TROJAN TRANS. | R HERNDON TRUCK. |
|------|-------------|-------------|-----------------------|-----------------------|-------------------|--------------------------|----------------|----------------------|---------------------|-----------|----------------|-------------------|------|----------------------------------|-------------------|------------------------|
| | | 29 Miles | 5.49 | 5.85 | 5.15 | 4.25 | 4.00 | 3.90 | 4.35 | 5.50 | 4.62 | | | 4.17 | | |
| | | 30 Miles | 5.74 | 6.15 | 5.30 | 4.25 | 4.16 | 3.90 | 4.50 | 5.90 | 4.78 | | | 4.35 | | |
| | | 31 Miles | 5.95 | 6.35 | 5.45 | 4.25 | 4.51 | 3.90 | 4.65 | 6.12 | 5.02 | | | 4.52 | | |
| | | 32 Miles | 6.12 | 6.50 | 5.60 | 4.25 | 4.64 | 3.90 | 4.80 | 6.50 | 5.10 | | | 4.65 | | |
| | | 33 Miles | 6.31 | 6.75 | 5.75 | 4.25 | 4.79 | 3.90 | 4.95 | 6.60 | 5.26 | | | 4.80 | | |
| | | 34 Miles | 6.49 | 6.90 | 6.00 | 4.25 | 4.91 | 3.90 | 5.10 | 6.90 | 5.42 | | | 4.95 | | |
| | | 35 Miles | 6.66 | 7.15 | 6.25 | 4.25 | 5.04 | 3.90 | 5.25 | 7.00 | 5.57 | | | 5.05 | | |
| | | 36 Miles | 6.86 | 7.40 | 6.50 | 4.25 | 5.41 | 3.90 | 5.40 | 7.10 | 5.78 | | | 5.20 | | |
| | | 37 Miles | 7.08 | 7.60 | 6.75 | 4.25 | 5.58 | 3.90 | 5.55 | 7.25 | 5.94 | | | 5.36 | | |
| | | 38 Miles | 7.26 | 7.80 | 7.00 | 4.25 | 5.71 | 3.90 | 5.70 | 7.40 | 6.06 | | | 5.50 | | |
| | | 39 Miles | 7.38 | 8.00 | 7.50 | 4.25 | 5.81 | 3.90 | 5.85 | 7.60 | 6.20 | | | 5.60 | | |
| | | 40 Miles | 7.60 | 8.20 | 7.65 | 4.25 | 5.99 | 3.90 | 6.00 | 8.00 | 6.37 | | | 5.80 | | |
| | | 41 Miles | | 9.30 | | 4.25 | 6.71 | 3.90 | 7.00 | 8.90 | 6.87 | | | 6.25 | | |

*Trojan Transport - only bidder for liquid hauling

WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT
ROADSIDE CHEMICALS & HERBICIDES ANNUAL CONTRACT
BID NUMBER: 10WCA025

Recommend Award:

Primary – BWI Schulenburg,
Crop Prod. Serv.,
Naturchem, Inc.,
York Ind.
Townsend Chem.

Item #1
Item #2
Item #3
Item #4
Item #5, #6

Secondary – Townsend Chem.
Red River Spec.,
Crop Prod.,

Item #1, #3
Item #2, #6
Item #4, #5

Tertiary -

Alligare, Inc.
Ameriturf
CWC Chem.
Red River
Deangelo

Item #2
Item #1
Item #3
Item #4, #5
Item #6

| ITEM # | DESCRIPTION | ESTIMATED QTY IN GALLONS | PREFERRED UNIT | SPECIFY UNIT | ALLIGARE INC | AMERITURF | BWI SCHULEN-BURG | CWC CHEMICAL | CROP PROD. SERV. | DEANGELO BROTHERS | JOHN DEERE LANDSCAPES | NATURCHEM INC | RED RIVER SPECIALTIES | TOWNSEND CHEMICAL | YORK INDUSTRIES |
|--------|--|--------------------------|-----------------------|--------------|--------------|-----------------------|------------------|----------------------|------------------|-------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------|
| 1 | ROUND UP PRO | 900 | 30 GALLON CONTAINERS | | 570.00 | 15.12GAL. (453.60) | 408.34 | 19.95/GAL | 612.00 | 553.50 | 750.00 | 480.00 | 477.00 | 14.00/GAL (420.00) | 600.00 |
| 2 | GARLON 3A | 200 | 2.5 GALLON CONTAINERS | | 112.50 | N/B | 291.98 | 67.95/GAL | 109.75 | 125.63 | 255.00 | 120.00 | 112.00 | 61.80/GAL | 140.00 |
| 3 | TORDON 101 | 40 | 2.5 GALLON CONTAINERS | | N/B | N/B | 138.89 | 36.95/GAL (92.38) | 92.25 | 102.50 | N/B | 70.00 | 100.00 | 33.80/GAL (84.50) | 103.75 |
| 4 | PLATEAU | 5 | 1 GALLON CONTAINERS | | 170.00 | N/B | N/B | 192.95/GAL | 150.80 | 199.00 | 49.20/5# | 190.00 | 167.00 | 192.80/GAL | 148.00 |
| 5 | ARSENAL | 50 | 2.5 GALLON CONTAINERS | | 200.00 | N/B | 486.11 | 164.95/GAL | 172.25 | 196.25 | N/B | 212.50 | 195.00 | 61.90/GAL (154.75) | 202.50 |
| 6 | SURFACTANT II 700 OR COUNTY APPROVED EQUIVALENT | 200 | 1 GALLON CONTAINERS | | N/B | N/B | 23.75 | 9.95/GAL | 18.00 | 12.75 | 21.35 | 32.50 | 9.45 | 6.90/GAL | 22.77 |

**WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT**

**ROAD STRIPING
BID NUMBER 10WCA029**

Recommend Award: D.I.J. CONSTRUCTION (only submittal)
Invitation sent to 7 companies

D.I.J. CONSTRUCTION

| ITEM # | DESCRIPTION | UNIT | PAINT | THERMO- PLASTIC |
|-------------------|---|-------------|--------------|----------------------------|
| 1 | 4" Center Line and Edge | linear foot | .12 | .235 |
| 2 | Arrows - Straight; left, right | each | 35.00 | 80.00 |
| 3 | Stop Stripes, Hash Marks, All Hand Work | square foot | 1.55 | 2.35 |
| 4 | 8" stripes | linear foot | .26 | .55 |
| 5 | New Striping, include layout | linear foot | .145 | .28 |
| 6 | Re-Striping | linear foot | .12 | .235 |
| 7 | Rail Road Crossing | set | 155.00 | 285.00 |
| 8 | Handicap Parking Emblem | each | 75.00 | 145.00 |
| 9 | Retro-Reflective Pavement Markers | each | 3.10 | 3.10 |
| 10 | Non-Reflective Pavement Markers | each | 1.35 | 1.351 |

**WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT
ASPHALT MIXES
BID NUMBER: 10WC801**

Recommended Award to

**Primary: Austin Asphalt – item# 1, 2, 3
 Iron Horse - item# 4, 5
 Vulcan - item# 7, 8
Secondary: Iron Horse - item# 1, 2, 3**

| ITEM # | DESCRIPTION | Austin Asphalt | Iron Horse | Vulcan | | |
|--------|--|----------------|------------|---|--|--|
| 1 | Black Base, Type A TxDot Item 340 To reach 95% lab density | 33.00 | 42.00 | NO BID | | |
| 2 | Asphalt Concrete, Type C TxDot Item 340 To reach 95% Lab density | 36.00 | 43.00 | NO BID | | |
| 3 | Hot Mix Concrete, Type D TxDot Item 340 To reach 95% Lab density | 38.00 | 43.00 | NO BID | | |
| 4 | Hot Mix Concrete, Type F TxDot Item 340 To reach 95% Lab density | NO BID | 46.00 | NO BID | | |
| 5 | Hot Mix Cold Lay Black Base Type D – TxDot Item 334 To reach 95% Lab density | NO BID | 47.50 | NO BID | | |
| 6 | Hot Mix Cold Lay Black Base Type A – TxDot Item 334 To reach 95% Lab density | NO BID | NO BID | NO BID | | |
| 7 | TxDot Item 330 Limestone rock asphalt...see bid Type AA Type A Type B Type C Type CC Type D | NO BID | NO BID | Granger 60.72 Florence 60.72 Liberty Hill 59.37 Taylor 58.70 Gtwn 57.35 | | |
| 8 | TxDot Item 332 Limestone Rock Asphalt (trap Mix) Type BS Type CS Type DS Type FS | NO BID | NO BID | Granger 62.72 Florence 62.72 Liberty Hill 61.37 Taylor 60.70 Gtwn 59.35 | | |

**WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT**

ASPHALT CEMENT & CUT BACK

BID NUMBER: 10WC802

Recommended award to

**Primary: Martin Asphalt Co. – item# 1, 2
 Cleveland Asphalt – item# 3, 4**

Secondary: Performance Grade - item# 1, 2, 3, 4

**Tertiary: Cleveland Asphalt – item# 1, 2
 Martin Asphalt Co. – item# 3, 4**

| ITEM # | DESCRIPTION | UNIT | CLEVELAND ASPHALT | | Performance Grade | | Martin Asphalt Co. | |
|-----------|-------------------------------------|------|----------------------|------|----------------------|------|-----------------------|------|
| | | | F.O.B. SITE | UNIT | F.O.B. SITE | UNIT | F.O.B. SITE | UNIT |
| 1 | AC-5 TxDot Item 300.2, Table 1 | Gal | 2.5091 | 2.30 | ALL SITES | 2.50 | 2.23 | 2.05 |
| 2 | AC-10 TxDot Item 300.2, Table 1 | Gal | 2.5091 | 2.30 | ALL SITES | 2.50 | 2.23 | 2.05 |
| 3 | RC-250 TxDot Item 300.2, Table 4 | Gal | 2.9091 | 2.70 | ALL SITES | NB | 2.93 | 2.75 |
| 4 | MC-30 TxDot Item 300.2, Table 5 | Gal | 2.9591 | 2.75 | ALL SITES | 2.95 | 3.03 | 2.85 |

**WILLIAMSON COUNTY BID TABULATION
FOR UNIFIED ROAD AND BRIDGE SYSTEM
ANNUAL CONTRACT
ASPHALT EMULSIONS
BID NUMBER: 10WC803**

Recommended Award to

Primary: Ergon – item# 1, 3, 5
P2 Emulsion – item# 7, 8
Cleveland – item# 4
Performance Grade Asphalt – item# 2

Secondary: Performance Grade Asphalt – item# 4, 5
Martin Asphalt – item# 1
Ergon – item# 2

Tertiary: Cleveland – item# 2, 5
Ergon – item# 4

| ITEM # | DESCRIPTION | CLEVELAND | ERGON | MARTIN ASPHALT | P2 EMULSION | Performance Grade Asphalt | |
|--------|--|---------------|----------------|-------------------|---|---------------------------|--|
| 1 | HFRS-2 <i>TxDot Item 300.2, Table 7 & 8</i> | NB | 1.8477 / 1.75 | 2.08 / 1.90 | N/B | NB | |
| 2 | CRS-2, <i>TxDot Item 300.2, Table 7 & 8</i> | 1.9591 / 1.75 | 1.8602 / 1.75 | 2.08 / 1.90 | N/B | 1.85 | |
| 3 | HFRS-2P <i>TxDot Item 300.2, Table 9</i> | N/B | 2.4477 / 2.35 | N/B | N/B | N/B | |
| 4 | CRS-2P <i>TxDot Item 300.2, Table 9</i> | 2.3091 / 2.10 | 2.4602 / 2.35 | 2.68 / 2.50 | N/B | 2.40 | |
| 5 | SS-1 Emulsion | 1.8591 / 1.65 | 1.8477 / 1.75 | 2.08 / 1.90 | N/B | 1.85 | |
| 6 | RS-1P Emulsion | N/B | N/B | N/B | N/B | N/B | |
| 7 | Asphalt Rejuvenation Agent | N/B | NB | N/B | 2.57 / 2.47 | N/B | |
| 8 | Asphalt Emulsion Stabilizer | N/B | N/B | N/B | 2.53 / 2.43 | N/B | |
| 9 | Pump Charge | NO CHARGE | 80.00 PER LOAD | INCLUDED IN PRICE | FIRST TWO HOUR FREE 70.00 THEREAFTER | NO CHARGE | |

**WILLIAMSON COUNTY BID TABULATION
ROAD SIGNS AND MARKERS
BID NUMBER # 10WCA028**

Recommend Award: Pathmark Texas – Primary Items # 1, 2, 3, 4, 5, 16A, 16B
Osburn – Primary Items # 6, 7, 8, 9, 10, 11, 12
SafeLane – Primary Items # 13, 14, 15,
Custom – Primary Items # 16C, 16D, 16E, 16F

SafeLane – Secondary Items # 1, 2, 5, 8, 16A, 16B
Custom - Secondary Items # 3, 4, 9
Rocal – Secondary Items # 6, 7, 10, 11, 12
Pathmark – Secondary Items # 13, 14, 15, 16D, 16E, 16F

| ITEM # | Description | Unit | Company | | | | | | | | |
|--------|---|------|-------------------|---------------|-----------------------|----------------|----------------------|---------------------|-------------------|-------------------|----------------------|
| | | | Vulcan Alabama | Rocal Ohio | Custom Mississippi | Osburn Ohio | Sign/Safety Texas | Roadrunner Texas | SafeLane Texas | Pathmark Texas | Center Line Texas |
| ITEM # | | Unit | Unit Price | Unit Price | Unit Price | Unit Price | Unit Price | Unit Price | Unit Price | Unit Price | Unit Price |
| 1 | 62" Road Markers with 3" x 12 " yellow sheeting | each | \$11.50 | NB | \$15.79 | NB | NB | \$13.06 | \$12.50 | \$11.98 | \$14.50 |
| 2 | 24" Flags with 36" staff | each | \$5.50 | NB | \$4.35 | NB | NB | \$6.24 | \$3.35 | \$2.99 | \$3.50 |
| 3 | 18" Cones | each | \$5.24 | NB | \$4.23 | NB | NB | \$5.94 | \$8.50 | \$4.10 | \$6.00 |
| 4 | 28" Cones | each | \$9.45 | NB | \$7.01 | NB | \$12.50 | \$10.74 | \$9.75 | \$6.99 | \$11.50 |
| 5 | 28" Cones w/Reflective Bands | each | \$14.36 | NB | \$12.52 | NB | \$13.50 | \$16.30 | \$11.79 | \$11.99 | \$14.50 |
| 6 | | | | | | | | | | | |
| | 24" Stop R1-1 | each | \$14.93 | \$14.40 | \$15.08 | \$11.60 | NB | \$16.93 | \$21.45 | \$18.99 | \$32.80 |
| | 30" Stop R1-1 | each | \$23.03 | \$22.50 | \$22.84 | \$18.12 | NB | \$26.11 | \$30.75 | \$26.79 | \$51.25 |
| | 36" Stop R1-1 | each | \$33.26 | \$32.40 | \$32.42 | \$26.10 | NB | \$37.71 | \$46.80 | \$39.91 | \$73.80 |
| | 30" Yield R1-2 | each | \$12.06 | \$11.76 | \$12.14 | \$8.11 | NB | \$13.67 | \$19.00 | \$15.49 | \$51.25 |
| | 36" Yield R1-2 | each | \$16.87 | \$16.04 | \$15.45 | \$14.21 | NB | \$19.12 | \$27.99 | \$21.49 | \$73.80 |
| 7 | Other M.U.T.C.D. Signs by Sizes | | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. |
| | 30" Circle | each | \$23.94 | \$22.50 | \$23.56 | \$18.12 | NB | \$27.15 | \$36.90 | \$32.69 | \$51.25 |
| | 36" Circle | each | \$33.45 | \$32.40 | \$33.56 | \$26.10 | NB | \$37.94 | \$53.35 | \$46.99 | \$73.80 |
| | 30" Pentagon | each | \$23.00 | \$22.50 | \$23.56 | \$18.12 | NB | \$26.08 | \$36.95 | \$32.69 | \$78.13 |
| | 36" Pentagon | each | \$32.81 | \$32.40 | \$33.56 | \$26.10 | NB | \$37.20 | \$53.50 | \$46.99 | \$112.50 |
| | 12"x 9" | each | \$3.53 | \$2.70 | \$3.95 | \$2.17 | NB | \$4.00 | \$6.25 | \$4.29 | NB |
| | 12"x 12" | each | \$4.38 | \$3.60 | \$5.06 | \$2.90 | NB | \$4.96 | \$7.75 | \$5.41 | NB |
| | 12"x 18" | each | \$6.53 | \$5.40 | \$6.19 | \$4.35 | NB | \$7.40 | \$10.15 | \$7.49 | \$12.30 |
| | 18"x 18" | each | \$8.77 | \$8.10 | \$9.26 | \$6.52 | NB | \$9.94 | \$15.05 | \$11.49 | \$18.45 |
| | 18"x 24" | each | \$11.58 | \$10.80 | \$11.58 | \$8.70 | NB | \$13.13 | \$18.00 | \$14.98 | \$24.60 |
| | 24' x 24" | each | \$15.44 | \$14.40 | \$15.44 | \$14.50 | NB | \$17.51 | \$24.00 | \$19.98 | \$32.80 |
| | 24"x 30" | each | \$19.30 | \$18.00 | \$19.24 | \$14.50 | NB | \$21.89 | \$30.25 | \$25.21 | \$41.00 |
| | 30"x 18" | each | \$14.48 | \$13.50 | \$14.48 | \$10.87 | NB | \$16.41 | \$23.50 | \$19.29 | \$30.75 |
| | 30"x 30" | each | \$24.13 | \$22.50 | \$23.56 | \$18.12 | NB | \$27.36 | \$36.00 | \$31.49 | \$51.25 |

| | | | | | | | | | | | |
|----|-----------------------------------|------|---------|--------|----------|---------|---------|---------|----------|----------|----------|
| 14 | Tubular & U-Channel Post | | | | | | | | | | |
| | 10' 2 3/8" O.D. | each | \$15.54 | NB | \$14.36 | \$14.99 | \$16.50 | \$17.65 | \$13.75 | \$14.49 | \$14.50 |
| | 12' 2 3/8" O.D. | each | \$18.66 | NB | \$17.23 | \$17.99 | \$18.50 | \$21.16 | \$16.25 | \$17.49 | \$16.99 |
| | 6' 1.12 lb. Green Channel | each | \$5.76 | NB | \$4.58 | \$5.10 | NB | \$6.53 | \$5.50 | \$5.29 | \$6.95 |
| | 10' 2 lb. Green Channel | each | \$14.34 | NB | \$11.79 | \$14.00 | NB | \$16.26 | \$16.00 | \$13.39 | \$13.75 |
| | 12' 2 lb. Green Channel | each | \$17.20 | NB | \$14.15 | \$16.80 | NB | \$19.50 | \$19.25 | \$15.98 | \$16.45 |
| 15 | Bracket | | | | | | | | | | |
| | 2 3/8 Round Post | each | \$2.75 | NB | NB | \$3.45 | \$16.50 | \$3.12 | \$1.75 | \$1.29 | \$1.15 |
| 16 | Barricade Material | | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. | H.I.S. |
| A. | 4"x 4"x 5' HPPL Post | each | NB | NB | NB | NB | NB | NB | \$12.50 | \$9.98 | NB |
| B. | 1" x 8" x 8' Plank | each | NB | NB | \$13.91 | NB | NB | NB | \$10.95 | \$9.98 | \$12.50 |
| C. | Type I 24" Barricade w/sheeting | each | NB | NB | \$28.73 | NB | NB | NB | \$45.00 | \$35.99 | NB |
| D. | Type II 24" Barricade w/sheeting | each | NB | NB | \$36.26 | NB | NB | NB | \$50.00 | \$39.99 | NB |
| E. | Type III 8' Barracades w/sheeting | each | NB | NB | \$244.25 | NB | NB | NB | \$159.00 | \$179.00 | \$199.00 |
| F. | Barricade Warning Lights - 6V | each | NB | NB | \$12.26 | NB | NB | NB | NB | \$1.49 | \$13.00 |
| | Type A | each | NB | NB | \$12.26 | NB | NB | NB | \$14.00 | \$13.49 | NB |
| | Type B | each | NB | NB | \$55.56 | NB | NB | NB | \$14.00 | \$13.49 | NB |
| | Type C | each | NB | NB | \$12.26 | NB | NB | NB | \$14.00 | \$13.49 | NB |

WILLIAMSON COUNTY
 BID TABULATION
 OEM FORD REPLACEMENT PARTS
 BID # 10WCA040

Recommended Award To: Leif Johnson as overall low bid

| ITEM # | DESCRIPTION | BRAND & PRODUCT/ORDER PART# | UNIT | UNIT PRICE | Mac Haik | Leif Johnson | Austex Auto Parts |
|--------|-----------------------------------|-----------------------------------|------|------------|----------|-----------------|----------------------|
| 1 | Brake Rotor – 3W1Z1125AA | | each | | 65.98 | 67.88 | 45.59 |
| 2 | Brake Pad – 8C3Z2001C | | each | | 98.99 | 96.29 | 46.33 |
| 3 | Fuel Filter – 3C3Z9N184CA | | each | | 47.72 | 46.42 | 49.76 |
| 4 | Alternator – 6W1Z10346AARM | | each | | 160.99 | 156.59 | 311.45 |
| 5 | Transmission Seal – F2VY7A248A | | each | | 7.67 | 7.46 | 10.26 |
| 6 | Brake Caliper – 3C3Z2B120AA | | each | | 82.17 | 79.93 | 62.02 |
| 7 | Window Regulator – 6W7Z5423209AA | | each | | 63.45 | 61.72 | N/A |
| 8 | Exhaust Gasket – YC2Z9448CA | | each | | 21.99 | 21.39 | 10.06 |
| 9 | Transmission O Ring – 2L3Z7A248AA | | each | | 4.61 | 4.48 | 10.26 |
| 10 | Seal, Axle – 3U2Z1S177AA | | each | | 4.84 | 4.71 | 9.64 |
| TOTAL | | | | | 558.41 | 546.87 | 555.37 |

Kerstin Hancock

To: Lydia Linden
Subject: RE: Sign Bids

From: Lydia Linden
Sent: Wednesday, September 02, 2009 10:30 AM
To: Kerstin Hancock; Barry Becker
Subject: Sign Bids

In the primary and secondary items, some were chosen that may not be the lowest, but were grouped together with items used together (fitted together) so that we get the same quality. Example is Item 13 thru 15, item 15 is a bracket used to fit together the sign and the post, the second lowest vendor "no bid" the bracket, we prefer to order the brackets with the posts to assure the same quality and fit.

Let me know if you have any other questions.

Thanks

*Lydia Linden
Williamson County
Unified Road System
phone: (512)-943-3330
fax: (512)-943-3335*

Williamson County Bid Tabulation
Fuel
Bid Number: 10WCA013

Recommend Award: Triple S

TANK WAGON SUPPLY

| | | Truman Arnold Co. | | | Tex-Con | | | SC Fuel | | | Sun Coast | | | Triple S | | |
|--------|----------------------------------|-------------------|---------------|---------|-------------|---------------|---------|---------|---------------|---------|-------------|---------------|---------|-------------|---------------|---------|
| ITEM # | DESCRIPTION | Brand | Firm Discount | Mark up | Brand | Firm Discount | Mark Up | Brand | Firm Discount | Mark Up | Brand | Firm Discount | Mark Up | Brand | Firm Discount | Mark Up |
| 1 | Regular Unleaded Gasoline | un-brand | - | +.25 | FLINT HILLS | N/A | .0600 | | | | FLINT HILLS | - | .0395 | FLINT HILLS | N/A | .0399 |
| 2 | Middle-Grade Unleaded Gasoline | un-brand | - | +.25 | FLINT HILLS | N/A | .0600 | | | | FLINT HILLS | - | .0395 | FLINT HILLS | N/A | .0399 |
| 3 | Super/Supreme Unleaded Gasoline | un-brand | - | +.25 | FLINT HILLS | N/A | .0600 | | | | FLINT HILLS | - | .0395 | FLINT HILLS | N/A | .0399 |
| 4 | Ultra-Low Sulfur Diesel # 2 Fuel | un-brand | - | +.25 | FLINT HILLS | N/A | .0600 | | | | FLINT HILLS | - | .0395 | FLINT HILLS | N/A | .0389 |

TRANSPORT TRUCK SUPPLY

| | | Truman Arnold Co. | | | Tex-Con | | | SC Fuel | | | Sun Coast | | | Triple S | | |
|--------|----------------------------------|-------------------|---------------|---------|-------------|---------------|---------|----------|---------------|---------|-------------|---------------|---------|-------------|---------------|---------|
| ITEM # | DESCRIPTION | Brand | Firm Discount | Mark up | Brand | Firm Discount | Mark up | Brand | Firm Discount | Mark up | Brand | Firm Discount | Mark Up | Brand | Firm Discount | Mark up |
| 1 | Regular Unleaded Gasoline | un-brand | - | .0600 | FLINT HILLS | N/A | .0299 | SC FUELS | -.01 | .017 | FLINT HILLS | - | .0220 | FLINT HILLS | N/A | -.0025 |
| 2 | Middle-Grade Unleaded Gasoline | un-brand | - | .0600 | FLINT HILLS | N/A | .0299 | SC FUELS | -.01 | .017 | FLINT HILLS | - | .0220 | FLINT HILLS | N/A | -.0025 |
| 3 | Super/Supreme Unleaded Gasoline | un-brand | - | .0600 | FLINT HILLS | N/A | .0299 | SC FUELS | -.01 | .017 | FLINT HILLS | - | .0220 | FLINT HILLS | N/A | -.0025 |
| 4 | Ultra-Low Sulfur Diesel # 2 Fuel | un-brand | - | .0600 | FLINT HILLS | N/A | .0299 | SC FUELS | -.0125 | .0183 | FLINT HILLS | - | .0220 | FLINT HILLS | N/A | +.0055 |

STANDBY GENERATOR FUELING

| Trumann Arnold Companies | | | | | | | |
|---|----------------------------------|----------------|------------------|------------------|--------|-------------------|---------------------|
| ITEM # | DESCRIPTION | BRAND BID | COST PER STOP | FIRM DISCOUNT | MARKUP | COST TO COUNTY | DEMURRAGE HOURLY |
| 1 | Ultra-Low Sulfur Diesel # 2 Fuel | un-brand | \$100.00 | - | - | \$2.5000 | \$60.00 |
| Hays City Corporation dba Tex-Con Oil Co. | | | | | | | |
| ITEM # | DESCRIPTION | BRAND BID | COST PER STOP | FIRM DISCOUNT | MARKUP | COST TO COUNTY | DEMURRAGE HOURLY |
| 1 | Ultra-Low Sulfur Diesel # 2 Fuel | FLINT HILLS | \$100.00 | N/A | .5000 | | \$50.00 |
| Southern Counties Oil Co. dba SC Fuels | | | | | | | |
| ITEM # | DESCRIPTION | BRAND BID | COST PER STOP | FIRM DISCOUNT | MARKUP | COST TO COUNTY | DEMURRAGE HOURLY |
| 1 | Ultra-Low Sulfur Diesel # 2 Fuel | | | | | | |
| Sun Coast Resources Inc. | | | | | | | |
| ITEM # | DESCRIPTION | BRAND BID | COST PER STOP | FIRM DISCOUNT | MARKUP | COST TO COUNTY | DEMURRAGE HOURLY |
| 1 | Ultra-Low Sulfur Diesel # 2 Fuel | FLINT HILLS | \$100.00 | - | \$1.50 | * | \$75.00 |
| Triple S Petroleum Co. | | | | | | | |
| ITEM # | DESCRIPTION | BRAND BID | COST PER STOP | FIRM DISCOUNT | MARKUP | COST TO COUNTY | DEMURRAGE HOURLY |
| 1 | Ultra-Low Sulfur Diesel # 2 Fuel | FLINT HILLS | 95.00 | N/A | .50 | 2.1552 | 50.00 |

WILLIAMSON COUNTY BID TABULATION**ELECTRICAL
ANNUAL CONTRACT
CONTRACT PERIOD: OCT 1, 2009 TO SEP 30, 2010****BID NUMBER: 10WCA022**

Recommended award: Dial One Electrical Services

| | FSG Electrical. | Dial One Electrical Services | | |
|---|--------------------|------------------------------------|--|--|
| MASTER ELECTRICIAN REGULAR HOURLY RATE | \$80 | \$62 | | |
| MASTER ELECTRICIAN AFTER HOURS HOURLY RATE | \$120 | \$93 | | |
| MASTER ELECTRICIAN WEEKEND HOURLY RATE | \$120 | \$93 | | |
| MASTER ELECTRICIAN HOLIDAY HOURLY RATE | \$120 | \$93 | | |
| JOURNEYMAN ELECTRICIAN REGULAR HOURLY RATE | \$56 | \$52 | | |
| JOURNEYMAN ELECTRICIAN AFTER HOURS HOURLY RATE | \$84 | \$78 | | |
| JOURNEYMAN ELECTRICIAN WEEKEND HOURLY RATE | \$84 | \$78 | | |
| JOURNEYMAN ELECTRICIAN HOLIDAY HOURLY RATE | \$84 | \$78 | | |
| HELPER REGULAR HOURLY RATES | \$37.50 | \$31 | | |
| HELPER AFTER HOURS RATES | \$56.25 | \$46.50 | | |
| HELPER WEEKEND HOURLY RATES | \$56.25 | \$46.50 | | |
| HELPER HOLIDAY HOURLY RATES | \$56.25 | \$46.50 | | |
| | | | | |
| DISCOUNT PERCENTAGE ON PARTS | 30% | 35% | | |

**WILLIAMSON COUNTY BID TABULATION
PLUMBING
ANNUAL CONTRACT
CONTRACT PERIOD: OCT 1, 2009 TO SEP 30, 2010
BID NUMBER: 10WCA049**

RECOMMEND AWARD TO: Beard Services

| | | | | |
|---|---------------------|---|--|--|
| | Charlie's Plumbing. | Beard Services | | |
| MASTER REGULAR HOURLY RATE | \$80 | \$75 | | |
| MASTER AFTER HOURS RATE | \$120 | \$90 | | |
| MASTER WEEKEND HOURLY RATE | \$120 | \$90 | | |
| MASTER HOLIDAY HOURLY RATE | \$120 | \$105 | | |
| JOURNEYMAN REGULAR HOURLY RATE | \$75 | \$70 | | |
| JOURNEYMAN AFTER HOURS HOURLY RATE | \$112.50 | \$85 | | |
| JOURNEYMAN WEEKEND HOURLY RATE | \$112.50 | \$85 | | |
| JOURNEYMAN HOLIDAY HOURLY RATE | \$112.50 | \$100 | | |
| HELPER REGULAR HOURLY RATE | \$45 | \$48 | | |
| HELPER AFTER HOURS HOURLY RATE | \$67.50 | \$63 | | |
| HELPER WEEKEND HOURLY RATE | \$67.50 | \$63 | | |
| HELPER HOLIDAY HOURLY RATE | \$67.50 | \$78 | | |
| HEAVY EQUIPMENT DISCOUNT FROM REGULAR Rate | 30% | Cost Plus 10% | | |
| DISCOUNT PERCENTAGE ON PARTS | 30% | | | |
| | | *\$0-100 cost plus 35% *\$101-500 Cost plus 30% *\$501-1000 Cost Plus 25% *\$1001-5000 Cost Plus 20% *\$5001- Above Cost Plus 15% | | |

*Beard Services does not offer a price list/discount-from-regular rate. Parts and materials are being purchased from wholesale distributors. Costs will be passed on to customers and the appropriate percentage will be added as a mark up to these costs.

Kerstin Hancock

To: Barry Becker
Subject: RE: Electrical and Plumbing Bid Recommendations

From: James Whetston
Sent: Monday, August 24, 2009 11:16 AM
To: Barry Becker
Subject: Electrical and Plumbing Bid Recommendations

Hi, Barry

Joe and myself reviewed the proposals and are recommending the following be awarded the contracts

Electrical: Dial One Electrical Services

Plumbing: Beard Service, Inc.

Bid Tabulations are attached

James M. Whetston

Assistant Director
Facilities Maintenance
Ph: 512-943-1599
Fax: 512-930-3313

Online Auction Dates Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the Purchasing Department to have GovDeals and/or Rene Bates Auctioneers hold online auctions for the sale of surplus County vehicles, heavy equipment and surplus County property on the following dates: November 11th, 2009, February 10th, 2010, May 12th, 2010, and August 11th, 2010. All auctions will close by 5pm CST on these dates.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 08/31/2009 02:19 PM
Final Approval Date: 09/03/2009

Sealed Bids for Sale of Heavy Machinery Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Mike Fox
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of September 23, 2009 at 2:00pm in the Purchasing Department to receive SEALED BIDS FOR SALE OF TWO PIECES OF HEAVY MACHINERY, Bid #09WC721.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 09/01/2009 02:12 PM
Final Approval Date: 09/03/2009

Park Donations, B/A, 9/8/09
Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|----------|----------|
| | 0100.0000.367403 | Park Donations | \$100.00 | 01 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 09/01/2009 01:38 PM
Final Approval Date: 09/03/2009

Park Donations, B/A, 9/8/09
Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|------------------|--------|----------|
| | 0100.0510.003670 | Use of Donations | \$100. | 01 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 09/01/2009 01:46 PM
Final Approval Date: 09/03/2009

Budget Process 2010-2011

Commissioners Court - Regular Session

Date: 09/08/2009
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 consider implementing new procedures for the 2010-2011 budget process.

Background

Commissioner Birkman has met with Ashlie Koenig, the budget officer for Williamson County and David Flores, the county auditor to gain their input into improving the budget process in the future. Attached are Commissioner Birkman's suggestions to improve the budget process for the next fiscal year.

Fiscal Impact

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

Attachments

Link: [ProposedBudgetProcess](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 09/03/2009 08:59 AM
Final Approval Date: 09/03/2009

Proposed Budget Process for 2010-2011 by Comm. L. Birkman

Budget Process Training

The Budget Officer, Auditor and HR would work to provide training to elected officials, department heads and managers on best practices for preparing budgets. This would need to be completed prior to April of 2010.

Budget Priorities Workshop

Comm. Court would meet with Budget Officer and Auditor to discuss priorities for the coming year. This would need to be completed prior to April of 2010.

Notification to Department Heads

Budget officer would include list of priorities as adopted by the court in the notification to dept. heads and elected officials regarding timeline for budget submissions.

Pre-Budget Hearings

Department Heads and elected officials would get the chance to address the court on their needs, as we have done in the past.

Budget Preparation

Budget Officer would prepare the budget based on priorities and input from dept. heads and elected officials

Revenue projections would be received by July 25, 2010 and reviewed by court, Budget Officer and Auditor.

Budget officer would present her budget to the court. Auditor would present the proposed tax rate for the budget.

Budget officer would break out any “big ticket items” and provide options for the inclusion or exclusion of these. The court would give direction as to the option to pursue.

The Budget Officer would finish the budget and release it to the dept. heads and elected officials.

Post-Budget Hearings

The court would hold post budget hearings in which dept. heads and elected officials could address the court.

Budget Workshops

The court would hold one or more budget workshops after the post-budget hearings in which votes would be taken to give Budget Officer direction as to what to include or exclude from the budget.

Budget Adoption

Adoption of the final budget would be sometime in early September.

Budget Order 2009/2010

Commissioners Court - Regular Session

Date: 09/08/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Budget Order for 2009/2010.

Background

Fiscal Impact

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

Attachments

Link: [Draft Budget Order 2009/2010](#)

Link: [Request from MOT to take home vehicles](#)

Link: [County Owned Assets](#)

Link: [Changes to Budget Order Requested by HR](#)

Link: [Outside Employment for Off Duty Peace Officers](#)

Form Routing/Status

Form Started By: Peggy
Vasquez

Started On: 09/03/2009 02:55
PM

Final Approval Date: 09/03/2009

DRAFT

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2009/2010 COUNTY BUDGET
(as amended Jan 13, 2009, pg.17, Section IX, paragraph 1)

WHEREAS, the Williamson County Commissioner's Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioner's Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2008/2009;

WHEREAS, the Williamson County Commissioner's Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONER'S COURT that the proposed budget filed by the County Judge and amended by the Commissioner's Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

| | | |
|----|-------------------------------------|---------------------|
| a) | Judge of the County Court | 102,616.81 per year |
| b) | Judge of the County Court at Law #1 | 139,000.00 per year |
| c) | Judge of the County Court at Law #2 | 139,000.00 per year |
| d) | Judge of the County Court at Law #3 | 139,000.00 per year |
| e) | Judge of the County Court at Law #4 | 139,000.00 per year |
| f) | County Attorney | 128,960.00 per year |
| g) | County Sheriff | 103,668.93 per year |
| h) | County Clerk | 84,184.27 per year |
| i) | County Tax Assessor/Collector | 87,542.64 per year |
| j) | District Clerk | 84,184.27 per year |
| k) | County Treasurer | 81,783.26 per year |
| l) | Each County Commissioner | 83,558.62 per year |
| m) | Each Justice of the Peace | 72,969.14 per year |
| n) | Each Constable | 69,693.96 per year |

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk. No county or precinct official or department head is required to pay the maximum salary allowed; the actual salary to be paid to each employee may not exceed the maximum or vary from the county's new hire and promotion salary policies without prior approval from the County Judge's office. Any merit increases must adhere to the county grade and step policy. Merit increases shall be limited to no more than two steps for any one individual during any specific budget year. The actual salary is to be certified by the Human Resources Department before the last day of the pay period. The Human Resources Department will forward all approved payroll action sheets to the Payroll Department. Overtime compensation shall be determined in accordance with the Overtime Policy below.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2009/2010 budget year is as follows:

| | | |
|--|-------------------------------------|---|
| Veterans Day | Tuesday <u>Wednesday</u> | November 11, 2008 |
| Thanksgiving Holiday | Thursday Friday | November 27 <u>26</u> , 200 <u>9</u> November 28 <u>27</u> , 200 <u>9</u> |
| Christmas Holiday | Wednesday Thursday Friday | December 24 <u>23</u> , 200 <u>9</u> December 25 <u>24</u> , 200 <u>9</u> December 26 <u>25</u> , 200 <u>9</u> |
| New Year's Holiday 20 <u>10</u> 09 | Thursday <u>Friday</u> | January 1, 20 <u>10</u> |
| Martin Luther King Day | Monday | January 18 <u>19</u> , 20 <u>10</u> |
| President's Day | Monday | February 15 <u>16</u> , 20 <u>10</u> |
| Good Friday | Friday | April 10 <u>9</u> , 20 <u>10</u> |
| Memorial Day | Monday | May 25 <u>31</u> , 20 <u>10</u> |
| Independence Holiday | Friday <u>Monday</u> | July 3 <u>5</u> , 20 <u>10</u> |
| Labor Day | Monday | September 7 <u>6</u> , 20 <u>10</u> |

1. In departments with regular assigned shifts that take no account of a holiday, so that some employees are normally scheduled for that day and others are not, all employees shall equally be given one shift of paid leave with the exception of EMS who shall be granted Holiday in 12 hour shifts.

[Example: If some deputies are scheduled for Monday, Wednesday, and Friday during the week of Memorial Day, while others are scheduled for Tuesday, Thursday, and Saturday, all

of them receive the same amount of paid leave, even though only half of them worked on the holiday itself, Monday.] This leave should normally be scheduled and taken within the pay period when the regular holiday occurs (and preferably on the holiday itself). If the department is unable to schedule the employee for a shift of holiday leave within that pay period, the time shall be added to another form of authorized paid leave as provided in the Overtime Policy.

2. Other employees scheduled to work on a paid holiday will be allowed alternative leave as provided in the Overtime Policy. Employees not subject to the "Plan" (see below) on shift work must take holidays at a rate commensurate with their assigned shift; they make take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

3. Only full time, 40 hour per week employees, are entitled to full holiday pay. Those employees defined as being $PT \geq 20$ hours and $PT \geq 30$ hours are entitled to holiday pay at half the rate of a full time employee. Those employees defined as $PT < 20$, or Temporary are not entitled to holiday pay.

4. Unused holiday time will be banked to a maximum of 200 hours. All accrued/banked holiday balances below the maximum will be paid out upon termination/resignation of employment.

5. To receive pay for a holiday an employee (1) must have worked the day or shift immediately before and immediately after the holiday, or (2) must have been on some form of paid leave on the day or shift immediately before and immediately after the holiday

III. PAYROLL

Direct Deposit shall be mandatory for all employees effective January 1, 2009

The following Payroll Definitions apply to this budget order.

Authorized paid leave includes holiday, sick leave, vacation, compensatory time taken, emergency leave, floating holiday, military leave, jury duty, essential personnel leave, and all similar forms of compensation allowed by this budget order.

"Employees not subject to the plan" includes all employees who are not subject to the guaranteed fluctuating hours plan ("the plan")

"Employees subject to the plan" includes all employees who are subject to the plan, as defined above. These employees include shift paramedics and supervisors working in the Emergency Medical Services Department, Constables and Deputy Constables.

"Exempt employees" include all county and precinct officials, department heads, and employees who are not subject to the overtime regulations of the Federal Fair Labor Standards Act, or whose working hours are not restricted by that Act. Exempt employees will be defined as such by the Williamson County Human Resources Department after consultation with the elected official or other department head.

“Nonexempt employees” include all county and precinct employees who have not been identified as such exempt employees by the Williamson County Human Resources Department.

“Officials” include district, county and precinct officials and any other officials for which the Commissioner’s Court has the authority to adopt a budget, and any official, employee, or agency that receives county funds. The provisions of this Order relating to authorized paid leave do not apply to elected officials, the County Auditor or the Chief Juvenile Probation Officer.

“Part-time employees, >=20” includes all employees who are regularly scheduled to work greater than 20 hours per week but less than 30 hours per week calendar year. The elected official or other department head must identify all such employees to the Human Resources Department to assure that their compensation and benefits will be properly calculated and paid.

“Part-time employees, >=30” includes all employees who are regularly scheduled to work greater than 30 hours per week but less than 40 hours per week but may work for more than 130 days in a calendar year. The elected official or department head must identify all such employees to the Human Resources Department to assure that their compensation and benefits will be properly calculated and paid.

“Part-time employees, <20” includes all employees who are regularly scheduled to work less than 20 hours per week but may work for more than 130 days in a calendar year. (This definition includes seasonal staff). The elected official or department head must identify all such employees to the Human Resources Department to assure that their compensation and benefits will be properly calculated and paid.

“Temporary employees” include (1) a person hired to work for a period of no more than 130 days in a calendar year, regardless of the hours worked per day or week; and (2) a person whom the hiring authority does not intend to employ as a regular full-time or part-time employee. The elected official or department head must identify all such employees to the Human Resources Department to assure that their compensation and benefits will be properly calculated and paid.

“Full-time employees”, include all employees whose positions have been established and authorized by the annual approved county budget filed with the County Clerk.

“TCDRS employees” include those who have retired from a TCDRS-participating subdivision, including Williamson County, and have then been rehired by Williamson County.

TCDRS Procedures - Effective January 1, 2007

1. The County will not rehire a person with a TCDRS service retirement annuity from the County or another TCDRS-participating subdivision into a non-temporary position unless the person has a bona fide termination from the County or other participating subdivision and a break in service of at least 60 days.

2. Williamson County elected officials, department heads, or other agents of the County shall not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree into a non-temporary position in anticipation of his or her retirement.
3. After a bona fide termination and a 60-day break in service, a Williamson County TCDRS retiree cannot be rehired into a non-temporary position unless the retiree and the hiring authority sign a statement affirming that there were no prior commitments, agreements, or arrangements to rehire the retiree.
4. A TCDRS retiree rehired into a non-temporary position will establish an account separate from the account from which the employee is receiving a service retirement annuity.
5. In emergency situations, or when it is in the best interest of the County, a TCDRS retiree may be rehired, without a waiting period, as a temporary employee for a period not to exceed 130 calendar days. A retiree working as a temporary employee cannot be moved to a non-temporary position unless (a) the retiree and the hiring authority sign a statement affirming that there were no commitments, agreements, or arrangements to rehire the retiree into a non-temporary position prior to the retiree's original termination, and (2) the retiree had at least a 60 day break in service before being hired as a temporary employee

Payroll Procedures

1. All officials, department heads and their employees shall be paid every other Friday for the two-week pay period ending on the Thursday 8 days prior to the payday. If that Friday falls on a holiday, payday shall be the last working day prior to the holiday. All annual re-classes, merits and COLA's, or "across the board" increases approved by the court during budget preparation will go into effect the first day of the first full pay period after October 1st.
2. At the end of each pay period, all employees (including non-elected department heads) must report to their supervisor any authorized paid leave they have taken during the pay period. In addition, all nonexempt employees are to report their actual working hours. These reports shall be in a form acceptable to both the Human Resources Department and the Auditor. The reports are to be reviewed by the department head and, if approved, forwarded to the Payroll Department which must receive them no later than 9:00am on the 7th day prior to payday. Any corrections or additions to Payroll resulting in less than or equal to 16 hours will not be processed until the following pay period.
3. In the event that one of these payroll reports is omitted or incorrect, a corrected report should be submitted not later than the end of the following pay period. Except in extraordinary cases, it will not be possible to correct the payroll records at a later date. The burden is equally on the department head and the individual employee to avoid falsification of the government records reflecting hours worked and leave taken.
4. Longevity Pay
 - a) All employees of officials or employees in any other department, including any department head appointed by the Commissioners Court, shall be paid

longevity pay above their regular salary set by the employing official or department head. Longevity pay is related solely to length of total service with the county.

- b) Longevity pay shall begin with the pay period following the completion of five years employment and shall increase with the pay period following each additional five years of employment, to a maximum of twenty-five (25) years. However, all temporary, along with part-time employees who are regularly scheduled for less than 20 hours per week shall not earn any longevity credit. Longevity pay will accrue bi-weekly beginning with the first pay check in December thru November for a 12 month period. It will then be paid out annually on the first paycheck in December. This applies to anyone who begins receiving longevity in Fiscal Year 2008-2009. All other employees currently receiving longevity will have a one time ability to continue receiving longevity per pay period or elect to receive it annually.
- c) Longevity pay shall be accrued twenty-six (26) times per year and paid as explained in 4.b., as follows for current full-time staff:
 - \$24.00 per pay period after completing five years of employment;
 - \$48.00 per pay period after completing ten years of employment;
 - \$72.00 per pay period after completing fifteen years of employment;
 - \$96.00 per pay period after completing twenty years of employment;
 - \$120.00 per pay period after completing twenty-five years of employmentShall be the maximum allowable longevity.
- d) Longevity pay shall be accrued twenty-six (26) times per year and paid as explained in 4.b., as follows for current part-time employees:
 - \$12.00 per pay period after completing five years of employment;
 - \$24.00 per pay period after completing ten years of employment;
 - \$36.00 per pay period after completing fifteen years of employment;
 - \$48.00 per pay period after completing twenty years of employment;
 - \$60.00 per pay period after completing twenty-five years of employmentshall be the maximum allowable longevity.
- e) An individual who terminates employment with Williamson County and is rehired within one year of termination will be reinstated with longevity at the rate they were receiving upon termination. An employee is reinstated with everything earned to the new date of hire just as though they never left employment with the county (break in service does not apply). Longevity is reinstated and vacation accrual is reinstated and longevity keeps accruing from original date of employment less the break in service. This applies only if employee returns within one year.
- f) The longevity rule as it applies to breaks in service is applicable to all current employees, and those being hired/rehired, after May 23, 2003. If there is a break in service of more than one year the employee will lose all accrued longevity and must start earning longevity from the new date of hire.

5. The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual and customary place of work. Any accrued vacation or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. A terminated employee's final paycheck is processed in the pay period which includes their termination date. No direct deposit will be processed for a terminating employee. Instead a paper check will be issued for their last paycheck.

6. Employees transferring from one county office or department to another should give at least two weeks notice to their current official/department head. The current official/department head may waive the two week period.

7. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

8. A maximum of 8 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

9. An employee in the 911 Communications division may receive up to \$100.00 per month incentive pay as a designated Field Training Officer. To receive FTO pay the employee must be TCLEOSE certified as a Telecommunications Training Officer or must be certified as a Communications Training Officer by the Association of Public Safety Communications Officials. The FTO may only receive incentive pay when assigned new personnel during a training period. The trainer will be selected based on the position and duties of the newly hired personnel according to the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

10. An employee in the Maintenance department may receive up to \$50.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

11. A maximum of 15 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of \$100.00 per month

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may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Drivers License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

12. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will be as follows: \$75.00 from the General Fund and \$125.00 from the District Attorney's Asset Forfeiture Fund.

IV. INCENTIVE PAY

The Williamson County Commissioners Court has adopted the following employee incentive plan to reward outstanding employee performance during the current (Oct. 1, 2008 to Sept. 30, 2009) fiscal year:

1. During the course of the current year, elected officials and other department heads shall conduct an objective evaluation (including customer service among other factors) of all their employees, to determine the degree to which each of them merits incentive compensation for their work during the year. The Commissioners Court, Juvenile Board, Elections Board, and District Judges shall conduct a similar evaluation of the department heads appointed by them. Any compensation paid under this plan represents a deferred portion of the compensation earned for the current fiscal year and is not a gratuitous bonus or gift.
2. Elected officials, temporary employees, and employees under the law enforcement tenure plan (who are scheduled for regular salary increases under other principles) will not be eligible for additional compensation under this plan. Eligibility is further restricted to persons who are Williamson County employees during the current year, and who are still employed by the county on the date that the incentive payments determined by the department head are reported to the Payroll Department.
3. While considering the County Budget for the following (Oct. 1, 2009 to Sept. 30, 2010) fiscal year, the Commissioners Court shall have the discretion to appropriate funds, in an amount to be determined by the Court, in order to make incentive payments under this plan. These funds shall be equitably allocated to all county departments in proportion to their

total salary expenditures paid during the current fiscal year (not including the salaries of employees who are not eligible for an incentive payment or the salary of the department head). The Court will appropriate additional funds for incentive payments earned by department heads.

4. If funds are appropriated for the purpose, then following the conclusion of the current fiscal year, each department head shall within 30 days allocate the incentive funds among departmental employees in strict accordance with the objective evaluations previously conducted. The amount of payment shall in each case represent a percentage of the total compensation received by the employee from the county for work performed during the current year, including any overtime pay. Any employee receiving an incentive payment must have worked as a full-time employee on a continual basis for at least the final 90 days of the current year. Employees who have not been continually employed on a full-time basis for the entirety of the current year may be eligible for a prorated incentive payment. The department head may reward all meritorious employees with the same percentage, or may give the most meritorious a higher percentage, up to a cap set by the Court on the highest percentage to be awarded to any individual employee. The department head shall then report the names of all employees who are to receive incentive payments and the amount of their payment to the Payroll Department.

5. Similarly, the authority responsible for setting the regular salary of each department head who is not an elected official shall determine the amount of any incentive payments earned by the department head (not to exceed the amount appropriated for this by Commissioners Court) and report it to the Payroll Department.

6. The Payroll Department will confirm that the total of incentive payments set for each department does not exceed the funds appropriated to the department for this purpose by Commissioners Court. Following any necessary adjustments, payments will be distributed to the employees who have earned them in a lump sum by direct deposit or check. The Commissioners Court may, however, direct that payment will be made in January 2010, if it determines that this will have less of an impact on employee taxes or for some other reason.

7. Since this is earned pay, not a gift, the normal deductions for benefits and employee taxes will be taken from the payment. The employee is responsible for income taxes. The county will pay the employer's share of taxes and benefits as with other forms of compensation.

8. Note that the Williamson County Employee Incentive Plan is provided at the discretion of the Commissioners Court, which reserves the right to administer, modify, or terminate the plan with or without notice. Payments from next year's budget are subject to the appropriation process required by law at that time and to the funds then available. This Plan does not constitute a contract, or create any contractual obligations or implications of continued employment, between the County and its employees.

V. OVERTIME POLICY

1. General Provisions on Overtime

a) Statement of Intent

- i) The following rules regarding overtime represent an effort to go over and beyond the minimum requirements imposed by federal law in the interest of fairness. The examples are designed as general illustrations of the principles involved, as well as of the sort of situations that the policy is intended to address.
- ii) The Texas Constitution absolutely forbids counties from making a gift. Therefore, Williamson County cannot pay an employee any compensation that is not authorized in its budget. The allowances for authorized paid leave in the budget order are the exclusive forms of paid leave provided by the county to its employees. The county cannot legally pay someone for unworked hours that do not fall under one of these categories, or that exceed the maximum amount allowed. The department head may grant employees unpaid leave if they have exhausted their paid leave, but may not agree to make any payments not authorized by the Commissioner's Court. Except as otherwise provided in this Budget Order, the Payroll Department and Auditor shall reject any departmental request to pay a full-time employee who has not actually worked 40 hours during a 7-day work period and is not entitled to authorized paid leave.

b) Work Period

- i) Except as provided below, the "work period" for purposes of calculations under the Fair Labor Standards Act shall be a 7-day week. Generally, nonexempt employees may only work 40.00 hours during a week without incurring an overtime obligation for the county.
- ii) Employees who are trained peace or corrections officers primarily involved in law enforcement or corrections activities shall have a 14-day "work period" for purposes of calculations under the Fair Labor Standards Act. Non exempt employees in these categories may work 85.00 hours during a work period without incurring an overtime obligation.
- iii) Only hours actually worked count toward the overtime limit for non-exempt employees. Holiday, vacation, sick leave, emergency leave, floating holidays, compensatory time taken and any other forms of paid leave do not contribute to the total number of hours worked in a work period.
- iv) Although employees who are exempt or not subject to the Fair Labor Standards Act never have any federally-guaranteed right to overtime compensation, a department head may allow such employees flexible hours, even if this occasionally results in full pay for a week in which the employee works less than 40 hours, so long as the average work week of the employee exceeds 40 hours (including authorized paid leave).

Example: a felony prosecutor puts in 60 hours during a jury trial week, and the DA lets her take 2 days off a few weeks later; she gets no extra compensation for the long week, but (at the discretion of the DA) the short week is not charged against her accrued paid leave.

c) Controls on Overtime

- i) Nonexempt employees may only work on a county holiday or outside normal working hours at the express direction of their supervisor or with the express permission of their department head or designee. Additional hours worked without such authorization will not be compensated, except to the limited extent required by federal law, and may result in discipline or termination. **It is the responsibility of the department head to enforce this policy and to prevent the filing of claims for unauthorized compensation.**

Example: An employee is sick on Monday, then gets permission to work 8 extra hours later in the week; under the policies described below, the employee will not be charged with any expenditure of sick leave.

*Example: Another employee is sick the same day, then works 8 extra hours **without** permission; the employee is charged with 8 hours sick leave and accrues no compensatory time.*

- ii) Department heads are responsible for controlling overtime so as to avoid creating an excess liability for the county. The Commissioners' Court is not required to amend the budget or approve line-item transfers to allow for the payment of unnecessary overtime compensation, or for hiring any additional employees required to keep an office open while the regular employees are taking their compensatory time. Employees are encouraged to take any accrued compensatory time as soon as they possibly can, rather than allowing it to accumulate.

Example: five employees, each with 80 hours of accrued compensatory time, quit a department at once; the department head may have to do without any replacements for 10 employee-weeks or risk running out of salary money before the end of the fiscal year.

d) Adjustments to Working Hours

- i) Sick leave, holiday time, vacation, compensatory time and other authorized paid leave shall be charged against an employee only to the extent that the employee actually works less than 40 hours during a 7-day work period (or 85 hours in a 14-day work period, if applicable). This policy shall be administered so as to preserve accrued sick leave as the highest priority, with the other categories following in the order set out above.

Example: an employee takes vacation leave all day Monday, but works 6 extra hours (with permission) before Thursday; the employee is only charged for 2 hours leave, not 8.

Example: an employee takes a Friday vacation day, is called out on an ice storm emergency for 10 hours on Sunday, and has the flu on Tuesday; the employee is charged with no sick leave and only 6 hours of vacation leave.

- ii) Whenever possible, an employee who works on a holiday with permission is to be given another day off within the same 14-day pay period. County holiday hours that the department head determines cannot be taken off during the current pay period shall be banked and used at a later date as provided below.

2. Provisions only applicable to employees not subject to the plan.

- a) Except as required by federal law or allowed by this policy, employees not subject to the plan shall receive only compensatory time in lieu of overtime payments. The maximum accrual for compensatory time is 240 hours. Any compensatory time accrued over 240 will be paid at time-and-a-half.
- b) In the event that a nonexempt employee not subject to the plan is required or requested to work outside his or her normal working hours or on a county holiday, the employee shall be entitled to compensatory time at the rate of time-and-a-half, but only to the extent that hours actually worked exceed 40 in a week or 85 (as the case may be) during the work period.
- ~~e) The Commissioners' Court, at its sole option, may "purchase" employees' accrued compensatory time by paying them the overtime pay mandated by the Fair Labor Standards Act. This may be necessary from time to time in order to properly manage the county's liability for outstanding overtime compensation.~~
- d) County holiday hours worked by an employee not subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour to flat-rate holiday time by the Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.
- de) Nonexempt law enforcement officers and corrections officers employed by the Sheriff's Department who work the 85-hour work period may be paid their regular salary for the first 80 hours worked plus their regular hourly rate "straight" for additional hours up to 85 hours worked; after 85 hours these employees may be paid at a rate of 1.5 their regular hourly rate, although the County Judge and Commissioner's Court may at their discretion limit or suspend paid overtime compensation and provide compensatory time at the rate of 1.5 times the overtime hours worked in excess of 85 hours in a work period, or provide some combination of paid overtime and compensatory

time. The County Judge and the Commissioner's Court may also, at their discretion limit or suspend the "straight time" compensation for additional hours worked between 80 and 85 hours in a work period.

- | ~~ef~~) *OUTSIDE EMPLOYMENT FOR OFF-DUTY PEACE OFFICERS (to be added as an amendment upon completion of policy)*
- | ~~fe~~) All nonexempt Road & Bridge employees will earn the equivalent of 1.5 hours of compensatory time for every hour worked over forty in a work period with the exception of crew members, truck drivers, inspectors and operators who will earn overtime pay at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.
- | ~~gh~~) All nonexempt employees working as Juvenile Detention or Academy officers or as dispatchers and shift supervisors in the Department of 911 Communications will be paid at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.
- | ~~hi~~) Employees in the Elections Department who are eligible for payment under elections services contracts will be paid at 1.5 their hourly rate for every hour worked over 40 hours in a work period, if such hours were for services performed under contract on behalf of another political subdivision.

3. Provisions only applicable to employees subject to the plan.

- a) Nonexempt employees who are subject to the plan are not eligible to earn compensatory time or "bonus time" in place of overtime pay. They must be paid additional cash compensation for their overtime as each pay period occurs. Because their salary is not subject to reduction if they work fewer hours, however, these employees are not paid time-and-a-half for their overtime hours.
- b) Nonexempt EMS employees subject to the plan shall be compensated for overtime at the same hourly rate as for their first 40 hours per week (*i.e.*, their guaranteed weekly salary divided by 40). Deputy Constables shall be compensated with additional pay for all overtime hours worked at an hourly rate equal to their guaranteed salary for the work period divided by the number of hours that they actually worked during the period, divided by two.
- c) The salary provided for a nonexempt employee subject to the plan is not subject to reduction because the employee worked fewer than 40 hours during the work period or fewer than 85, as the case may be. Salary may not be "docked" for absences, although an employee who willfully misses work is subject to disciplinary action. This might include unpaid disciplinary suspension or termination.
- d) Payment of a salary to an employee subject to the plan is **not** guaranteed if the employee does not work at all during the work period. An employee

under the plan who performs no work during a given period will not be paid, except to the extent of any accrued leave that the employee has previously earned. Unpaid leave under the Family and Medical Leave Act (FMLA) or otherwise, is regulated by the same rules that apply to employees who are not subject to the plan. Under federal law, employees subject to the plan and all exempt employees may be placed on disciplinary leave without pay in full-day increments, but only for violations of a major workplace safety rule or a written workplace policy. They may not have their pay reduced for such other infractions such as disregarding an oral instruction, poor work performance, or nonattendance. Pay can be deducted only if the Payroll Department is provided documentation showing that pay was docked for one of the permissible reasons.

- e) Employees subject to the plan accrue vacation, sick leave, and other authorized paid leave so long as they are working or being compensated as a result of using accrued leave. They are also entitled to leave under the FMLA, on the same basis as any other employee. Similarly, when the employee is absent from work, the absence is charged against accrued leave on the same basis as any other employee. The only difference is that the salary of an employee subject to the plan may not be reduced for absences—even if the employee has no accrued leave—in any work period during which the employee performed any work. Like any other employee, an employee subject to the plan may be disciplined or terminated for excessive tardiness or absences.
- f) County holiday hours earned by an EMS employee subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour (based on 12 hours per shift) to flat-rate holiday time by the Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time. Holiday hours earned by deputy constables that cannot be taken off during the same pay period shall be converted hour for hour based on the actual shift of the deputy.

VI. VACATION

Any elected official's employees, and non-elected departments heads and employees, shall accrue vacation hours as follows:

1. With the exception of EMS employees, employees with less than five (5) years of employment will accrue 3.08 vacation hours per pay period. After completing five (5) years of employment, 4.62 hours vacation will be accrued per pay period, and after ten (10) years of employment, 6.16 hours vacation will be accrued per pay period. EMS employees with less than ten (10) years of employment will accrue 5.538 hours vacation per pay period. After completing ten (10) years of employment, 6.46 hours will be accrued per pay period.
2. Part-time ≥ 20 hour employees may accrue vacation equivalent to HALF the accrual for full-time employees. For example, anyone working greater than 20 hours but less than 30 hours per week will accrue vacation at 1.54 hours per pay period, no more and no less.

3. Part-time ≥ 30 hour employees may accrue vacation equivalent to THREE-FOURTHS accrual for full-time employees. For example, anyone working greater than 30 hours but less than 40 hours per week will accrue vacation at 2.31 hours per pay period, no more and no less.

4. Part-time employees who are regularly scheduled for less than 20 hours per week (including seasonal staff) shall not accrue any vacation hours.

5. Temporary employees shall not accrue any vacation hours.

6. Vacation will be accrued on the payroll system. Employees may carry-over their accrued vacation balances as follows:

Employees with less than 5 years of employment—80 hours
Employees with 5-10 years of employment—120 hours
Employees with 10 or more years of employment—160 hours
EMS employees with less than 10 years of employment—144 hours
EMS employees with 10 or more years of employment—168 hours

If an employee reaches maximum accrual, no further vacation will be accrued until the employee has taken vacation hours.

7. No vacation may be “sold” or “bought.” However, to encourage employees to give advance notice of their separation, employees who leave county employment will be paid for their accrued untaken vacation as of the date of termination.

8. All vacation accruals will be pro-rated based on an employee’s hire date and an employee’s termination date. For example, if a new employee only works one week during the normal two week pay period, they will accrue $\frac{1}{2}$ or 3.08/2 or 1.54 hours of vacation the last pay period worked.

9. An individual who terminates employment with Williamson County and is rehired within one year of termination will have their vacation accrual rate reinstated at the rate they were receiving upon termination. This excludes any individual being paid under the tenure plan upon termination. Vacation balances at time of termination for those individuals will not be reinstated.

10. Exempt employees may be required to use accrued leave for vacation leave, even if the leave is for less than one day. Leave will not be charged or pay reduced if the employee has worked at least eighty hours in the current pay period.

11. EMS employees taking one shift off for vacation and requiring the use of vacation time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for vacation, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for vacation, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for vacation, will be guaranteed 56 hours of pay.

12. Employees on shift work must take vacation leave at a rate commensurate with their assigned shift; they may take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

13. The Texas Constitution prohibits gifts to public employees for hours not worked, or not covered by earned leave, and the Fair Labor Standards Act, in 29 CFR 541.710, allows public employers to make deductions from the pay of exempt employees for partial-day absences, when such employees can no longer be compensated like other employees from approved leave banks. Therefore, payments to exempt employees who no longer have accrued leave would be a “gift” and in the interest of public accountability, Williamson County will reduce the pay of an exempt employee for partial-day and other absences when an exempt employee has no accrued leave from which to be compensated.

VII. SICK LEAVE

Any elected official’s employees, and non-elected department heads and employees, shall accrue thirteen (13) days of sick leave per fiscal year.

1. Sick leave will accrue at the rate of 4 hours per pay period. Sick leave hours will be accrued on the payroll system.

2. Paid sick leave is cumulative up to sixty days (480 hours).

3. Part-time ≥ 20 hour employees may accrue sick leave equivalent to HALF the accrual for full time employees. For example, those employees working greater than 20 hours but less than 30 hours per week are entitled to an accrual of 2.0 hours per pay period of sick leave, no more and no less.

4. Part-time ≥ 30 hour employees may accrue sick leave equivalent to THREE-FOURTHS the accrual for full time employees. For example, those employees working greater than 30 hours but less than 40 hours per week are entitled to an accrual of 3.0 hours per pay period of sick leave, no more and no less.

5. Part-time employees who are regularly scheduled for less than 20 hours per week (including seasonal staff) shall not accrue any sick leave.

6. Temporary employees shall not accrue any sick leave.

7. No sick leave may be “sold” or “bought.” Employees who leave county employment will not be paid for unused accrued sick leave.

8. Sick leave may only be used for sickness and medical and dental appointments of the employee, or for the employee’s immediate family (family members as defined in the Family and Medical Leave Act policy adopted by Commissioners Court); or for paid leave under the Family and Medical Leave Act. It is not an alternative form of vacation leave. Sick leave may not be converted to another form of leave to avoid entering unpaid leave status.

9. All sick accruals will be pro-rated based on an employee's hire date. For example, if a new employee only works one week during the normal two week pay period, they will accrue $\frac{1}{2}$ or 4.00/2 or 2.00 hours of sick time their last pay period worked.

10. Exempt employees may be required to use accrued leave for sick leave, even if the absence is for less than one day. Leave will not be charged or pay reduced if the employee has worked at least eighty hours in the current pay period.

11. EMS employees taking one shift off due to illness and requiring the use of sick time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for sick, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for sick, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for sick, will be guaranteed 56 hours of pay.

12. Employees on shift work must take sick leave at a rate commensurate with their assigned shift; they make take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

13. The Texas Constitution prohibits gifts to public employees for hours not worked, or not covered by earned leave, and the Fair Labor Standards Act, in 29 CFR 541.710, allows public employers to make deductions from the pay of exempt employees for partial-day absences, when such employees can no longer be compensated like other employees from approved leave banks. Therefore, payments to exempt employees who no longer have accrued leave would be a "gift" an in the interest of public accountability, Williamson County will reduce the pay of an exempt employee for partial-day and other absences when an exempt employee has no accrued leave from which to be compensated.

VIII. OTHER LEAVE

1. Any official or department head may grant paid emergency leave up to 2 days per fiscal year in addition to vacation or paid sick leave for all full time 40 hour per week employees. Emergency leave may be granted only for one of the following: funeral of relatives or close friend, auto accidents, or emergency repairs of home or autos. Emergency leave is non-cumulative and may not be "sold" or "bought." Emergency leave is not paid out upon termination or resignation from Williamson County.

2. Any official or department head may grant 1 floating holiday per fiscal year to full time, 40 hour per week employees for personal or business reasons. The floating holiday may be used for any reason other than sick or recreational. The floating holiday is non-cumulative and may not be "sold" or "bought." Floating holidays are not paid out upon termination or resignation from Williamson County.

3. Each official or department head shall grant paid jury duty leave to any employee.

4. Extra holidays, bad weather days, public disasters, official funerals, and similar occasions that involve the suspension of all routine county business may only be declared by the County Judge or his designated representative.

- a) So long as an office is open, its employees are expected to be there unless there are special circumstances, distinct from those affecting other employees that make their travel or attendance unsafe. Whether an individual will be paid under these circumstances, or must use some form of authorized paid leave is left to the sound discretion of the official or department head.
- b) If an emergency situation is prolonged beyond 7 days, the Commissioners Court or official/department head may, at their discretion, place employees whose services are not required, on unpaid leave (in which case the employee may use any accrued paid leave).
- c) Upon activation of the EOC or declaration of local, state or federal disaster Essential Personnel as defined by the Williamson County Workplace Safety and Security Manual Page 15, shall be paid or accrue leave as follows:
 - i) All Constable Staff will be paid according to the Budget Order.
 - ii) All Essential Personnel may receive time and one-half in lieu of comp time once they have exceeded 40 hours worked in a pay week. Essential personnel who are exempt will be given EP leave, to be used at the discretion of the official or department head, as departmental budgets allow. EP leave will be paid in the same amounts as holiday leave but will not carry over to the next fiscal year. In order to provide this EP leave all hours must be tracked and documented for exempt staff and forwarded to the payroll department.

5. Military Leave – The first 15 days of military leave will be paid without “loss of time, vacation time or salary.” All military leave after the first 15 days is considered “unpaid leave.” Those individuals on military leave may choose to use vacation time accrued, compensatory time accrued, or holiday time accrued to compensate for a portion of this unpaid leave. Those individuals on guaranteed salary will be entitled to a full two weeks pay if they have worked any time during that particular pay period and are put on military leave simultaneously. The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.

- a) Service of 90 days or less–veteran must be reemployed in the position he would have held if he had continued in employment without interruption for military service.
- b) Service of 91 days or more –the veteran must be re-employed in the same position or in a position of like seniority, status and pay.
- c) For service up to 30 days, veteran must report back to work on the next regularly scheduled day after completion of duty.
- d) For service of 31-180 days, veteran must apply for re-employment within 14 days following release from active duty.

- e) For service of more than 180 days, veteran must apply for re-employment within 90 days of release from active duty.
6. Administrative Leave—For disciplinary or other reasons, an employee may be placed on paid or unpaid administrative leave.

IX. FAMILY AND MEDICAL LEAVE

1. Under the Family and Medical Leave Act (FMLA) policy all employees will be required to use all accrued sick leave, vacation leave, essential pay, compensatory time and holiday time to have paid leave under FMLA. Emergency leave or floating holiday leave cannot be used while on FMLA. When employees have exhausted all forms of allowable paid leave, they shall be placed on unpaid leave as provided in the FMLA policy. However, if employees on leave are receiving workers' compensation income benefits, they will receive that as their sole compensation and will neither receive county pay (unless law enforcement or guaranteed salary) nor expend previously accrued leave. FMLA leave can run concurrently with an employee's lost work time under workers' compensation and may provide for medical insurance continuation if the employee is receiving workers' compensation income benefits.
2. As long as an employee is on FMLA leave allowable paid leave or FMLA leave without pay, the employing official or department head may not hire another regular, full-time employee to fill that position, unless expressly authorized to do so by the Commissioners Court. Requests for intermittent leave will be strictly scrutinized to assure both compliance with FMLA and minimum disruption to the workplace.
3. While on unpaid FMLA leave, or any other form of unpaid leave, the employee shall not accrue any vacation or sick leave hours or receive pay for scheduled county holidays.
4. Any employee is eligible for FMLA after completing 12 months of employment with the county and working at least 1,250 hours for the county during the 12 month period immediately preceding FMLA leave.
5. Employees on FMLA leave who have "exempt" pay status under FLSA regulations will be required to use paid accrued leave to cover the hours they are not at work. When paid accrued leave is exhausted and employee is placed on unpaid FMLA leave status, exempt employees will not receive pay.
6. The County will provide benefits as part of the compensation for an employee who is on authorized unpaid FMLA leave only, and will collect from the employee during or after the unpaid FMLA leave any premium payments that are due. Such payments must be made within six months of the employee's return to paid status.

X. HEALTH BENEFITS

1. All eligible county and precinct officials, employees and retirees will have the opportunity to enroll in one of the health benefit plans under the Self-Funded Williamson County Benefits Program.
2. A Benefits Committee composed of the County Judge, one County Commissioner and three other persons selected from department heads and employees will serve as trustees of the Williamson County Benefits Program. The committee will act in compliance with the Texas Local Government Code, Chapter 172, sec. 172.001-172.015, Texas Political Subdivisions Uniform Group Benefits Program.
3. All employee health premium rates will be paid on a pretax basis through payroll deduction. The employee health premium rates will be determined each year by the Williamson County Benefits Committee and approved by the Commissioners Court. The county will fund the balance of the total health premium that is over and above the portion paid by the employee.
4. County and precinct officials, employees and retirees may also cover their eligible dependents under the same health benefit plan that they elect. The appropriate additional premium for dependent coverage will also be deducted through payroll on a pretax basis. (Except for retirees)
5. The eligible retiree will be provided health benefits for a specified premium rate, with the county funding the balance of the total health premium. The retiree may also cover their eligible dependents for an additional specified premium rate. A retiree is defined as someone who retires directly from active duty with Williamson County and is receiving lifetime monthly Texas County and District Retirement System (TCDRS) pension benefit payments. The county will stop insurance coverage on the retiree when: a) the retiree becomes eligible for Medicare or b) the retiree fails to submit the required set premium. The County will stop insurance coverage on the retiree dependent when the retiree dependent becomes eligible for Medicare. Anyone that retired before April 1, 1994, will have health insurance coverage until age seventy (70). All other retirees and retiree's eligible dependents will have health insurance coverage until age sixty-five (65) at which time coverage will cease.
6. The County's funding for the health plan will be calculated and paid based on the total budgeted full-time positions (whether vacant or filled) for the fiscal year multiplied by the Court's approved employer health plan contribution rate. *Payment from all funds that are budgeted for staff will be processed and paid to the Self-Funded Williamson County Benefits Program. This does not apply to any staff positions fully funded from federal, state or local grants. The County's health plan funding for staff positions fully funded from federal, state or local grants will be processed as part of semi-monthly payroll processes. The monthly payment amount would remain constant barring any mid-year staff additions or reductions.*

XI. RETIREMENT

1. Currently all officials, their employees and employees of other departments that work over 18 hours per week, per year, are required to participate in the Texas County and District Retirement System. Effective January 1, 2007, all part-time employees (as distinct from

“Temporary” as defined in Section III, Payroll), will be required to participate in the Texas County and District Retirement System, regardless of the number of hours worked per week or year. The Payroll Department shall deduct the required amount from the employee’s salary and the county shall make the required county contribution. The Commissioners Court has appointed the Associate Director of Human Resources as custodian of the County Retirement System. Temporary workers may be exempted from participation as provided by Retirement System regulations.

XII. WORKERS’ COMPENSATION

1. In compliance with the Texas Workers’ Compensation Insurance Act, all Williamson County employees are provided workers’ compensation coverage. Newly hired employees may elect to “opt out” of our workers compensation coverage if they provide written notice to the Human Resources Department within 5 days of their hire date.
2. The Williamson County Human Resources Department will report all injuries to the county’s workers compensation provider as they are reported. Claims for lost time are forwarded to the Texas Department of Insurance - Division of Workers’ Compensation (TDI-DWC). More information about workers compensation rights may be obtained from TDI-DWC, by calling (512) 804-4000.

XIII. ADDITIONAL PROVISIONS

1. In compliance with the Texas Department of Transportation’s regulations for drug and alcohol testing, Williamson County employees or potential employees who possess commercial drivers licenses (CDL) and operate county owned equipment or vehicles are subject to pre-employment, random, and post-accident testing. Certain employees of the Williamson County Sheriff’s Department, Emergency Medical Service, Juvenile Services, Unified Road System, Fleet Dept and certain Constables are subject to pre-employment testing. Certain employees, as shown on their job description, of the Emergency Medical Services, Unified Road System and Fleet Dept are subject to random drug testing. All employees are subject to being tested if there is probable cause to suspect they are intoxicated while on duty.
2. An Employee Assistance Program (EAP) is available to Williamson County employees and their eligible dependents. The EAP may be used for individual, confidential counseling for work-related problems or personal problems. It may also be utilized at the supervisor’s discretion, as treatment for various work-related personnel problems.
3. Williamson County will comply with all Fair Labor Standards Act rules and regulations. Employee records will be maintained for a minimum of 4 years as mandated by the Act. The County is an Equal Opportunity Employer and will also comply with the Americans with Disabilities Act and the Family and Medical Leave Act. Williamson County has adopted a firm policy on sexual harassment and will not tolerate such behavior.
4. Employee Termination

- a) The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual and customary place of work, unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final termination decision was made following the investigation. Any accrued vacation or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. A terminated employee's final paycheck is processed in the pay period which includes their termination date.
- b) All assets assigned to the terminated employee must be returned. Failure to return any asset will result in deduction of the assets value from the terminated employee's final paycheck. All assets assigned to employees must be listed on an inventory sheet which shall be the responsibility of the departments and must include a value assigned to each item assigned to the employee. The Inventory Sheet shall be signed and dated by the employee and Department Head.

XIV. FINANCIAL POLICIES

1. Fund Balance Policy: Williamson County recognizes the financial importance of maintaining an appropriate level of Unreserved Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

2. General Fund: Unreserved Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unreserved Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates.

The level of Unreserved Fund Balance for the General Fund shall not be less than 30% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unreserved Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unreserved Fund Balance to 30%.

3. Tobacco Fund: The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. This available balance will be tracked annually by the County Auditor's office.

Use and Distribution of Specific Special Revenue Funds

4. Child Safety Fund: Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

5. School Fund: Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. Medicaid Fund: The Medicaid Fund was established as a result of the Williamson County Indigent Care Affiliation Agreement entered into between Williamson County, St. David's Georgetown Hospital and Round Rock Medical Center in June 2008. As part of the collaboration established between the hospitals and the County, the County has chosen to use a portion of its annual ad valorem tax revenues to fund Medicaid services provided to Williamson County residents by these hospitals. Revenues to this fund will be spent to pay for Medicaid services provided by St. David's Georgetown Hospital and Round Rock Medical Center, either through direct Medicaid payments to the hospitals or by funding Medicaid supplemental payments to the hospitals through intergovernmental transfers of funding to the State, for purposes of the private hospital Medicaid upper payment limit program authorized by Section 355.8063(t)(4) of the Texas Administrative Code, Title 1.

7. Employee Fund

The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge's office.

These funds may be used for the following purposes:

- a) To offset the cost of the County Christmas Party
- b) To offset the cost of the County Employee Appreciation lunch

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- c) Flowers for the death of an employee only
- d) An award or plaque upon retirement for employee recognition
(Purchasing guidelines must be adhered to)
 - i. The employee must be vested
 - ii. \$40.00 allowed for employees with up to 15 years of service
 - iii. \$80.00 allowed for employees with over 15 years of service

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

XV. PURCHASING – GENERAL PROCEDURES

1. Effective January 1, 2009, all P.O.'s must be submitted electronically. The following definitions apply to the Purchasing section of this order. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to these guidelines rests with the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. The guidelines outlined in the Williamson County Purchasing Manual are expected to be followed for all purchases. The most current version of the purchasing manual is maintained on the county's website at www.wilco.org/procurement. Guidelines related to purchase orders can be found in the County's purchasing manual. All purchases for materials and supplies require a purchase order **prior to** placing the order. The Auditor's office will not process payment for an invoice submitted for these items without the required purchase order attached or referenced. Approval for payment of invoices that do not have a purchase order must be obtained from [the County Judge for his waiver of the requisition requirement.](#) [the Commissioner's Court](#). Requests for a purchase order **after** the order is placed will not be processed. Guidelines for emergency purchases and purchases that do not require a purchase order prior to placing an order may be found in the purchasing manual or you can contact the purchasing department if you have any questions.

3. PROCUREMENT CARDS: Every procurement card issued is linked under one account by the P-Card vendor. A delay in getting the proper documentation from one cardholder could result in the suspension of card privileges for the entire County.

- a) The procurement card memo statement and all receipts must be submitted to Accounts Payable within 10 days of receipt of statement.
- b) All receipts must be detailed to show items purchased.
- c) Cardholders are responsible to resolve discrepancies with the P-Card vendor
- d) Cardholder is responsible for reimbursing the County for sales tax charged
- e) Cardholder is responsible to verify budget funds are available before purchase is made
- f) Backup documentation is required for travel/training charges

- g) If a receipt is lost then a signed affidavit attesting to the items purchased must be received in lieu of the receipt.

Suspension of card privileges may be recommended for any cardholder who repeatedly does not follow proper procedures regarding documentation and timeliness for their P-card purchases.

XVI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.

- a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
- b) Day travel -travel **outside** the county that does not include an overnight stay.
- c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
- d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
- e) Official county business -business that relates directly to a person's work function and directly benefits the county.
- f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
- g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)

2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

- a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receiving it, and all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.
- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.
- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.

- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Approval for payment of invoices that do not have a purchase order must be obtained from the Commissioners Court. Any expense incurred without the required Purchase Order must be submitted to the County Judge for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
- h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- i) A copy of the PO should be submitted with the invoice to properly release encumbered funds.
- j) Payments will be made from an original invoice or a fax copy so long as an original approval signature appears on the invoice. Original invoices are preferred.
- k) All authorizations and account coding should be made on the invoice.
- l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- m) Some suppliers require payment at the time an order is placed. Please complete a purchase requisition and send the relevant backup documentation to the Purchasing department, who will then forward the request to Accounts Payable.
- n) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- p) If you paid for an expense on-line (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.
- q) Cell phone use will be reimbursed/paid according to the county cell phone policy attached hereto as Addendum A.
- r) Any mailings to be sent out via US Mail to over 100 households by a county department or official using county funds should be first submitted and approved by the Commissioner's Court unless such mailing is part of the routine business of the county, such as the mailing of tax bills, voter registration cards, warrants, summons, and so forth. Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

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- s) All county meetings, training and retreats should be held in county facilities whenever feasible and such facilities are available. If county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost. If none of these options are available, suitable or feasible, and a privately owned facility is being requested to be rented with county funds, permission for such a rental should be submitted in advance to Commissioner's Court for approval with the justification as to why a public facility is not being used.

~~t) Any expenses incurred as a result of any public meetings shall be approved by the Commissioner's Court prior to incurring the expense.~~

~~tu)~~ Transfer of funds out of the following line items will not be allowed:

- i) Salaries
- ii) Fringe Benefits
- iii) Training
- iv) Vehicle Deductible
- v) Gasoline
- vi) Cell Phones

~~+)u)~~ Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was, in the judgment of the Commissioner's Court, unnecessary.

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XVII. TRAVEL POLICY

1. The employee shall be responsible for all excess costs and additional travel expense resulting from taking an indirect route or a delayed return trip for personal preference or convenience.
2. No advance travel expenditure will be paid directly to the employee. If an employee pays for an expense in advance, reimbursement will **not** be made until after the trip is taken.
3. Reimbursement for transportation costs will be at the most reasonable means of transport. (i.e.: airline cost will be reimbursed at coach rate)
4. The County will not be responsible for, nor reimburse for additional changes due to personal preference or personal convenience of the individual traveling.
5. The County will not reimburse airfare prices if higher than the cost of mileage reimbursement. County employees may use Lovoi Travel or Accent Travel and charge airfare purchases on the County's air travel account.
6. Additional expenses associated with travel that is extended to save costs (i.e.: a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals) if the trip had not been extended. Documentation will be required to justify the expense.

7. ~~Per IRS Guidelines all expense reimbursement requests must include the following:~~
Per Code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d) all expense reimbursement requests must include the following:

- a) Date
- b) Destination
- c) Purpose
- d) Name of traveler(s)
- e) conference/seminar agenda, or any correspondence that verifies the business purpose of the expense.

~~(Responses to open records request are made difficult when business purpose is not stated.)~~

8. Each expense reimbursement must have an original signature of the person requesting the reimbursement & the department head approval. The person approving an expense reimbursement should verify the correct budget line item is being charged.

9. A secondary authorization signature on a reimbursement is required if the individual is not an elected official.

10. All expense reimbursements must be **received in the Auditor's office** no more than 60 days after the incurrence of the expense. Any items over the 60 days will be denied reimbursement. The County Judge has the authority to approve requests over 60 days old.

11. The County will not reimburse travel expenses incurred by a spouse or other individual accompanying an employee on business.

12. All expenses except mileage and meals must have a paid receipt. If a receipt cannot be obtained a written statement of the expense from the employee may be substituted for the receipt.

13. The Supreme Court has ruled that the Internal Revenue's ruling that "traveling expenses" incurred "while away from home" which are deductible under Section 162 (a) (2) of the Internal Revenue Code include the cost of meals only if the trip requires sleep or rest. Therefore, all meals not associated with an overnight stay are taxable to employees.

14. All credit card bills paid through Accounts Payable (i.e.: American Express; JP Morgan) must have detailed receipts attached, excluding meal receipts. Meals for day travel should NOT be charged on a county credit card. (See item 13 above) County credit card statements must be approved by someone other than the card holder unless the cardholder is an elected official.

15. Sales tax on goods purchased will not be reimbursed. Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. The sales tax exemption form is available in the Financial Center.

16. An employee who loses a required receipt should seek a duplicate. When an acceptable duplicate is unobtainable, the employee should submit a signed affidavit itemizing the expenditure with the expense report.

17. The County will not pay for any late charges incurred on County credit cards. It is the cardholder's obligation to make sure the bill is submitted in a timely manner.

18. The County will hold the individual(s) who made the charges responsible for finance charges and/or late payments due on invoices or credit card payments that are turned in to Accounts Payable late or because the department budget did not have enough funds to process the payment in a timely manner.

19. Employees shall be responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds that such expenses were reimbursed contrary to these guidelines.

20. Any personal expense incurred by employees should be reimbursed to the county. Please attach your check made payable to Williamson County for these charges with your expense reimbursement.

21. Expenses incurred due to an employee or elected official serving on a board or committee of an association related to their county employment will only be reimbursed to the extent that the association does not reimburse the employee. The employee needs to provide documentation of their request for reimbursement from the association and the association's denial of the request.

XVIII. SEMINARS/CONFERENCES

1. A copy of a check in lieu of a paid receipt may be used as the receipt for registration fee/reimbursements.

2. The check must be made payable to the seminar/conference and a copy of the check is required. In addition, a brochure or similar document of the conference indicating the amount of registration fee and the conference agenda must accompany the copy of the check supporting the reimbursement claim.

3. You can request payment directly to the seminar/conference by submitting a check requisition form to the Accounts Payable Department with proper backup documentation. Please note that a check request will take 13-20 days to process once it is received in the Accounts Payable Department.

4. Registration fees, if paid by the employee will not be reimbursed until after the conference or training date.

~~XIX. TUITION REIMBURSEMENT~~

~~1. The County may pay for training, including class work, related to obtaining certification directly relevant to County business, as defined by the office or department involved and pre-approved by the County Auditor. The funds for these courses must be available in the appropriate departments training budget. The county will only reimburse for 6 credit hours per fiscal year. After completing the course(s) and achieving minimum established grades (C for undergraduate and B for graduate), employees may apply for~~

reimbursement of 100% tuition not to exceed that which would be payable at the nearest state supported college or university.

XIX. TUITION REIMBURSEMENT

1. The County may pay for training, including class work, related to obtaining certification directly relevant to County business, as defined by the office or department involved and **pre-approved** by the County Auditor for full time employees. The training/class work must provide the employee with skills and/or knowledge that is specifically applicable to the employee's job description. A copy of the employee's job description and the course description should be submitted with the approval request. The funds for these courses must be available in the appropriate departments training budget. The County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. After completing the course(s) and achieving minimum established grades (C for undergraduate and B for graduate), employees may apply for reimbursement of 100% tuition not to exceed that which would be payable at a state supported college or university located within a 50 mile radius of Williamson County.

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XX. RETREATS

A retreat is a period away from normal activities for study and instruction under a professional trainer. Retreats provide a forum to discuss issues and ideas that will aid in running your department.

1. Retreats are limited to once a year per department.
2. Retreats not held in a county or other publicly owned facility must have prior Commissioners Court approval. See Item #19 under General Procedures.
3. The lodging rules for retreats are the same as for travel reimbursements.
 - a) Lodging must be beyond a 50 miles radius of Williamson County. A purchase order should be issued prior to reserving the retreat location.
 - b) An itemized hotel/motel receipt must be submitted.
 - c) Necessary meals at the retreat, even within the county, will be reimbursed. Meals are limited to either the \$20.00 or \$40.00 daily allowance rule.
 - d) Only single room rates will be reimbursed unless single rooms are not available. Documentation will be required.
 - e) You may be required to justify charges that appear excessive.
4. ~~You must submit an agenda and/or minutes from the retreat with your expense reimbursement. If an expense reimbursement is submitted due to attendance at a retreat please follow the required guidelines in Section XVI of the Budget Order.~~
5. A list of attendees must also be submitted so there may be documentation of who has benefited from this retreat.

XXI. MEALS

1. Reimbursement for meal costs in travel of less than one day is provided solely to offset actual expenses where restaurant meal costs are incurred.
2. Each employee is on their honor to request reimbursement for actual expenses incurred.
3. Meals are reimbursable only for county business trips that are **outside** the county. Exception may be made for Commissioners Court meetings that extend beyond 1:00 p.m.
4. Meal reimbursements are limited to a maximum of \$40.00 per day. An employee may claim up to \$20.00 for meals when traveling outside the county for day trips. An employee may claim up to \$40.00 for meals when traveling outside the county and an overnight stay is necessary or when the employee's work hours extend at least three hours beyond their normal scheduled workday. You will be required to provide documentation of extended work hours.
5. If an overnight stay is **required**, but the stay does not exceed a 50-mile radius outside the county, you may claim an amount up to the \$40.00 overnight allowance for your meals, but lodging will not be reimbursed.
6. Meal receipts are not required unless requested by your supervisor or department head or the meal is charged on a county credit card. Meal receipts that are turned in to Accounts Payable will be reimbursed for the actual meal costs.
7. No reimbursement will be made for alcoholic beverages.
8. The IRS has ruled that certain amounts paid to employees for meal expense may be taxable income to the employee. Meals associated with **day travel** are taxable to the employee. These reimbursements will be forwarded to the payroll department to process the expense. Do not charge day travel meals on your county procurement card. You will be required to reimburse the county for these expenses and submit an expense reimbursement request.
9. Employees should only request reimbursement for their own expenses. Any employee who requests reimbursement for a day travel meal for another employee will be charged taxes on the amount requested for both employees.
10. Tips should be reasonable and should be included in the \$20.00 or \$40.00 meal allowance.
11. Employees whose duties take them to alternate work locations within the county are not reimbursed the lunch meal. It is the employee's own responsibility to make provisions for lunches that are incurred within the county.
12. No meals purchased for entertainment/business purposes will be allowed.
13. Meal reimbursements will be paid for county employees only.

14. Meal reimbursement for an overnight stay must be substantiated with a hotel receipt or a written statement from the employee if non-commercial lodging was obtained.

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XXII. LODGING

1. Lodging expenses will be reimbursed only if traveling **beyond** a 50-mile radius of Williamson County. (This means 50 miles beyond the county line. Lodging in Austin will not be reimbursed.)
2. Hotel accommodations require an original itemized hotel folio as a receipt. The lodging receipt should include the name of the motel/hotel, number of occupants and the goods or services for each individual charge such as room rental, food, tax, etc. Credit card receipts by themselves are not acceptable.
3. Individuals will only be reimbursed for a single room rate charge + any applicable tax. If a single room is not available you must provide documentation to justify the expense. You may also be required to provide additional documentation if the room rate appears to be excessive.
4. When lodging is shared by two or more employees the names of the authorized travelers should be noted on the receipt.
5. Each employee should review the room invoice carefully for accuracy upon checking out.
6. Personal telephone charges whether local or long distance are not reimbursed. If you incur telephone charges that are county related, please identify them on your hotel receipt.
7. Government rates, when available should be requested at all times.
- ~~8. When staying with a relative, or other non-commercial lodging, no receipt is required, but a written statement stating the circumstances of your stay will be required.~~

XXIII. AIRFARE

1. ~~When air travel is required, only the most economical (direct, coach) airfare available on a commercial carrier shall be obtained. Any deviations must be justified. The county will only incur up to a coach price fare for air travel when required.~~
2. The county will not be responsible for, nor reimburse for additional changes due to the personal preference or personal convenience of the individual traveling.
3. Airfare may be charged to the County's air travel account that has been established with Lovoi Travel and Accent Travel.
4. Airfare reimbursement will be paid directly to the travel agency, airlines or your county travel card. (i.e.: JP Morgan)

5. Employees who pay for their own airfare tickets will be reimbursed **upon return** from their business trip.

6. Air travel expenses must be supported with the receipt copy of your airline ticket or an itinerary. If tickets are purchased through a web site, please submit a copy of the web page showing the ticket price if no paper ticket is issued.

7. Cancellation penalties may be levied by airlines when a ticket cannot be used. The county could reimburse the employee this cost if the change in travel plan was due to a business related change or a personal emergency. Documentation for the change must be submitted to the County ~~Auditor-Judge~~ for consideration of payment and is subject to review by the County Auditor per Local Govt. Code 113.064.-

8. Should an airline delay necessitate an overnight stay, the employee must first attempt to secure complimentary lodging from the airline. If unsuccessful, the employee should obtain lodging at the most reasonable available rates and the county will reimburse this expense. Documentation for the delay must be submitted.

9. The county will not reimburse employees for tickets purchased with frequent flyer miles.

XXIV. CAR RENTAL

1. Travelers may rent a car at their destination when:

- a) It is less expensive than other transportation modes such as taxis, airport shuttles or public transportation such as buses or subways.
- b) Cars rented should be economy or mid size. Luxury vehicle rentals will not be reimbursed.

2. Rental cars will not be allowed for travel within the county.

3. Employees may rent a car to travel to their business destination outside the county only if the total cost of the rental is less than the mileage reimbursement cost. (Check with Accounts Payable for current rates) Documentation showing the cost comparison between the rental cost and mileage may be required.

4. Many car rental companies charge an exorbitant cost for gasoline if the car is not returned with a full tank. Employees should avoid such unnecessary charges by returning the car with a full tank.

5. The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request.

6. Insurance purchased when renting a vehicle may also be reimbursed.

XXV. PERSONAL CAR USAGE

1. Any county official or employee who is authorized to use their personal vehicle when required to travel on official county business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. Check with the Accounts Payable department for current rates.
2. Mileage will be reimbursed on the basis of the commonly used route. ~~Reimbursement will not be made for extra miles logged from a roundabout route or for personal convenience. Mileage for using toll roads may be allowable if for business expedience only. Justification will be required.~~
3. Reimbursement for mileage shall not exceed the cost of a round trip coach airfare. You may be required to provide a cost comparison between mileage and airfare.
4. Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
5. Mileage should be calculated from the employee's regular place of work or their residence, whichever is the **shorter** distance when traveling to a meeting, conference or seminar.
6. When more than one employee travels in the same vehicle, only one person may claim mileage reimbursement.
7. To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report; Per IRS Guidelines.
 - a) The purpose of the trip
 - b) Date
 - c) Location traveled to and from
 - d) Number of miles traveled
8. Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement.
9. Toll Tags will be purchased for County vehicles as approved by the County Judge. Some examples of this are for the haul trucks in Road and Bridge and transportation vehicles in Juvenile Services. Contact the County Auditor's Office to assist in setting up these accounts and getting approval of the County Judge. County vehicles with toll tags and those that are exempt may access the toll roads for county business only and not for personal commuting.
10. It is the responsibility of employees to keep track of their own mileage.
11. The officials and employees who are listed in the section entitled "County Vehicles" below, are to be provided with a county vehicle in lieu of mileage.
12. Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, car repairs and collision damage are not reimbursable.

13. Officials using personal vehicles on county business will be subject to a [Vehicle Management & Use Policy](#) adopted by the Commissioners' Court.

XXVI. OTHER EXPENSES

1. Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt. If a receipt is unobtainable or is lost, a written statement must be submitted for the expense.
2. Expenses other than meals or mileage require a receipt for reimbursement.
3. Only paid receipts will be reimbursed.
4. A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees.
5. The County will pay for uniforms, per IRS Guidelines, only if the below policy is adhered to:

UNIFORM POLICY

Uniforms for law enforcement and corrections personnel shall be issued subject to policies issued by the relevant elected official.

Uniforms for all other county personnel shall be subject to the following countywide policy:

- a. No uniforms shall be issued to any county employee unless the department head has determined that the wearing of a uniform by that employee is a reasonable job requirement. In the case of a department head, the County Judge must make this determination.
- b. All uniforms shall be so distinctive as not to be readily adaptable for personal use.
- c. The uniform must be worn while on duty at all times required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required, or while on an authorized meal or other break during a work period when the uniform is required. The uniform may not be worn at any other time.
- d. All uniforms and other county property shall be promptly returned if the person leaves county employment.
- e. No uniform shall be issued to an employee unless they have acknowledged this policy in writing.
- f. No funds from the current county budget may be expended for uniforms except in compliance with this policy.

For any official, their employee, or the employees or reserve deputies of other departments to received expenses allowances for the above referenced expenses, the funds to be used to pay the reimbursement must have been appropriated by the Commissioner's Court prior to the expenses being incurred.

XXVII. EMPLOYEE RECOGNITION EXPENSES

1. Employee Recognition Expenses should be nominal in nature. These items can be taxable to the employee. In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition. Plaques or Certificates of recognition for service, etc. Plaques or Certificates of recognition for Retirement. The purchase of gift cards or meals are not allowable as they are taxable items. Please refer any questions to the Auditor's Office for clarification of your purchases in this area prior to incurring expense.

XXVIII. NON- REIMBURSABLE EXPENSES

1. The county does not reimburse expenses related to County Government Week or holiday decorations.
2. Coffee, tea and other related items used by employees are not reimbursable expenses.
3. Mileage to and from county functions such as the Christmas party or Employee Appreciation luncheon is not reimbursable.
4. Other non-reimbursable expenses:
 - a) alcoholic beverages/tobacco products
 - b) personal phone calls
 - c) laundry service
 - d) valet service
 - e) movie rentals
 - f) damage to personal clothing
 - g) flowers/plants
 - h) greeting cards
 - i) fines and /or penalties
 - j) entertainment, personal clothing, personal sundries and services
 - k) transportation to places of entertainment or similar personal activities
 - l) up-grades, air, hotel or car rental
 - m) auto repairs
 - n) baby-sitter fees, kennel costs, pet or house-sitting fees
 - o) saunas, massages or exercise facilities
 - p) credit card delinquency fees
 - q) doctor bills, prescriptions and other medical services
 - r) ~~no~~ lifetime memberships to any association for any employee or elected official

XXIX. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs.
- b) One Chief and three Captains in the Corrections Division of the Sheriff's Office.
- c) Each Constable and Deputy Constables
- d) Prosecutors' investigators in the District Attorney and County Attorneys offices.
- e) One on call maintenance employee designated by the Maintenance Director and approved by the Commissioner's Court
- f) The EMS Director and each EMS Commander
- g) The Hazardous Materials Chief
- h) The Unified Road County Engineer, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
- i) The Director of 911 Communications
- j) The MOT Director, 2 on call MOT counselors

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
G. Marek
S. Shanks
J. Burks
D. Garrett
J. Hicks
J. Lafosse
J. Foster

Constable Office Pct. 2

R. Doyer

County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. Peace officers may use a county vehicle in connection with off-duty security work that complies with their departmental policy on extra jobs. However, they must account for every minute of such use and report it to their department and to the County Auditor in a form acceptable to the Auditor.

County vehicle scheduling and invoicing shall occur during regular working hours. The vehicle shall be billed for the same number of hours that the officer was paid for the off-duty security work except when the officer is paid based off minimum required hours, or in accordance with applicable cancellation policies. The vehicle will then only be billed for time actually utilized (minimum of one hour).

There is no charge for a county vehicle when used in conjunction with a community event or in a matter of community security. If the officer is working directly for an

agency or political subdivision of the State of Texas that has agreed with the county that the officer is off-duty, but on-call, and will be expected to respond to county calls as a priority over the extra job, use of the vehicle will be billed to the agency or political subdivision at the rate of \$1.00 per hour. Otherwise, the vehicle will be billed at \$12.00 per hour. Use of the vehicle should be limited to jobs primarily within Williamson County.

3. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Safety Coordinator, Risk Coordinator and the Budget Analyst. The Purchasing Director will also be a non-voting member of the committee.

4. All accidents involving County vehicles and equipment will be reported to the Risk Coordinator in the Human Resources Department on a timely basis, but never more than three days after an accident. The Risk Coordinator will provide a report to Commissioner's Court on a monthly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

4. All county departments will be required to follow the Vehicle Use Policy which is a separate document.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2009/2010 WILLIAMSON COUNTY BUDGET was passed on a vote of _____ for, and against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioner's Court.

Approved and signed this ____ day of _____, 2009.

Nancy E. Rister, County Clerk

Dan A. Gattis, County Judge

ADDENDUM A

Williamson County Cell Phone Policy

Background

Williamson County Commissioner's court is initiating a new cell phone policy in order for the County to comply with IRS rules regarding the taxability of cell phones and devices. Under IRS Code Section 274(d), the IRS considers cell phones to be "listed property" and as such requires detailed record keeping including (a) the amount of the expense; (b) the time and place of each call; and (c) the business purpose for each call and to whom it was made. Any undocumented use can be classified by the IRS as personal use and would be required to be taxed as wages for the employee.

The degree of effort required for each department to comply with these regulations is burdensome; therefore Williamson County is converting to a program where a taxable cell phone stipend may be allowed for ~~an elected official~~, department head or an employee as determined by each department head or elected official. This change eliminates the detailed IRS documentation requirement.

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. Documentation must be provided to the Auditor's Office for any cell phone account maintained by the County. Documentation verifying the business use must be substantiated with each billing and the department head or elected official must attest that all calls were business related. Failure to keep current with this documentation requirement may result in the cancellation of the cell phone service.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees ~~and~~, department heads ~~or elected officials~~ will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Three levels of cell phone stipends will be established:

\$30.00 Per Month - For 300 or less minutes per month (15.00 per pmt)

\$50.00 Per Month - For 800 or less minutes per month (25.00 per pmt)

\$80.00 Per Month - For 800 minutes and/or data and text (40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee ~~or~~, department head ~~or elected official~~ (will not be included on the third paycheck that is received twice each year)

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a

County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

ADDENDUM A

Williamson County Cell Phone Policy

Background

Williamson County Commissioner's court is initiating a new cell phone policy in order for the County to comply with IRS rules regarding the taxability of cell phones and devices. Under IRS Code Section 274(d), the IRS considers cell phones to be "listed property" and as such requires detailed record keeping including (a) the amount of the expense; (b) the time and place of each call; and (c) the business purpose for each call and to whom it was made. Any undocumented use can be classified by the IRS as personal use and would be required to be taxed as wages for the employee. The degree of effort required for each department to comply with these regulations is burdensome; therefore Williamson County is converting to a program where a taxable cell phone stipend may be allowed for an employee as determined by each department head or elected official with Commissioner's court approval. This change eliminates the detailed IRS documentation requirement.

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual employee use except for those required for security reasons. Documentation must be provided to Commissioner's Court for any cell phone account maintained by the County.

Documentation verifying the business use must be substantiated with each billing and the department head or elected official must attest that all calls were business related. Failure to keep current with this documentation requirement may result in the cancellation of the cell phone service.

Procedures for the Stipend Policy

I. Each department head or elected official will identify employees who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees will be allowed a stipend.

II. Three levels of cell phone stipends will be established:

\$30.00 Per Month—For 300 or less minutes per month (15.00 per pmt)

\$50.00 Per Month—For 800 or less minutes per month (25.00 per pmt)

\$80.00 Per Month—For 800 minutes and/or data and text (40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee (will not be included on the third paycheck that is received twice each year)

IV. A stipend request form must be submitted to Commissioner's Court for approval before a stipend will be paid

V. Employees who are currently assigned a County-owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county-owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County-owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

VI. All current County-maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by Commissioner's Court.

VII. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VIII. Expenditures over the allowed stipend will not be reimbursed.

IX. Increases in the stipend allowed for an employee must be substantiated and submitted for Commissioner's Court approval.

~~X. Removal of a County cell phone stipend will not need Commissioner's Court approval.~~

~~XI. Reassigning a current stipend within a department from one employee to another will not require Commissioner's Court approval.~~

~~XII. An approved cell phone stipend will not follow an employee if the employee changes positions.~~

~~XIII. Employees allowed a cell phone stipend will not be required to maintain cell phone records however if an increase in a stipend is requested then substantiation for the increase must be submitted for approval.~~

~~XIV. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes~~

DRAFT

XXIX. COUNTY VEHICLES

Request from MOT to take home all of their cars.

County Owned Assets

Each employee who is issued county-owned equipment that may be used or taken outside the daily workplace must sign an agreement each year acknowledging receipt of the equipment, including an acknowledgment of its current replacement value, and agreeing that the equipment will be returned on request of the department head or on leaving departmental employment, whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee's next (or final) paycheck.

Changes to Budget Order requested by Human Resources

Page 1, Item I.1. –

Should a statement be added regarding Wellness payments up to \$350 and the cell phone stipend?

Page 2, Item 2 –

Dependent upon how the Court feels about designating an individual to review exceptions to the proposed New Hire and Promotion Policies that I'll be forwarding soon, please change "No county or precinct official or department head is required to pay the maximum salary allowed; the actual salary to be paid to each employee may not exceed the maximum or vary from the county's **New Hire and Promotion salary Policies** without prior approval from the ~~County Judge's office~~ Commissioner's Court or their designee. ~~Any merit increases must adhere to the county grade and step policy.~~ Merit increases shall be limited to no more than ~~two~~ three (3) steps for any one individual during any specific budget year. The actual salary is to be certified by the Human Resources Department before the last day of the pay period. The Human Resources Department will forward all approved payroll actions ~~sheets~~ to the Payroll Department **via the electronic Self Service Manager processes.**"

Also, should the proposed New Hire and Promotion Policies be included as an addendum to the Budget Order since it's referenced above?

Page 3, III. Payroll –

Please change the payroll definition "Employees subject to the plan" includes all employees who are subject to the plan, as defined above. These employees include shift paramedics and supervisors working in the Emergency Medical Services Department, ~~Constables and Deputy Constables.~~

Page 5, Item 4 under Payroll Procedures -

Please change the subtitle 4. Longevity Pay **for Civilian Employees Not Paid According to the Peace Officer Tenure Plan**

Page 6, 1st paragraph –

Please change as follows: "This applies to anyone who begins receiving longevity in Fiscal Year 2008-2009. **Any employee who terminates employment and has been accruing longevity pay toward an annual December payout will receive their prorated longevity payment on their last paycheck.** All other employees ~~currently~~ receiving longevity **pay prior to Fiscal Year 2008-2009 will have were given** a one time ability to continue receiving longevity per pay period or elect to receive it annually."

Page 6, Item c). –

Please change as follows: "Longevity pay shall be accrued twenty-six (26) times per year and paid as explained in 4.b., as follows for ~~current~~ full-time staff **who began receiving longevity pay prior to Fiscal Year 2008-2009 and who have elected to continue receiving longevity pay on a per pay period basis.**"

Page 6, Item d). –

Please change as follows: "Longevity pay shall be accrued twenty-six (26) times per year and paid as explained in 4.b., as follows for ~~current~~ part-time employees **who began receiving longevity pay prior to Fiscal Year 2008-2009 and who have elected to continue receiving longevity pay on a per pay period basis.**"

Page 6, Item e). –

Please add the bolded sentence as follows: "An individual who terminates employment with Williamson County and is rehired within one year of termination will be reinstated with longevity pay at the rate they were receiving upon termination. **However, they will only be able to accrue longevity on the annual payout basis as described in 4.b. above.** An employee..."

Page 6, Item 5. –

Please add the bolded wording as follows: “The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual and customary place of work **unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation.** Any accrued....”

Page 7, Item IV. Incentive Pay –

Please change the dates in the first paragraph to state “...(Oct. 1, 2009 to Sept. 30, 2010)....”

Please also change the dates in item 3 to state “...(Oct. 1, 2010 to Sept. 30, 2011)...”

Page 8, Item 6. –

Should “The Payroll Department...” be changed to “The Human Resources Department will confirm that the total of incentive payments set for each department does not exceed the funds appropriated to the department for this purpose by Commissioners Court.” We currently monitor the merit award funds so to me this would be the same type of process.

Then, in the last sentence of that same item, please change the date of “...January 2010...” to “...January 2011...”.

Page 8, Item V. Overtime Policy –

Under item 1.a.ii) please add “...Commissioner’s Court. **Unpaid leave is not recommended unless the employee is on unpaid leave in conjunction with FMLA or Worker’s Compensation.** Except as otherwise provided in this Budget Order....”

Page 11, Item d). –

Please add the bolded section as follows: “Nonexempt law enforcement officers and corrections officers employed by the Sheriff’s Department **and Constable’s Offices** who work the 85-hour....”

Page 12, Item b). –

Please delete the last sentence: ~~“Deputy Constables shall be compensated with additional pay for all overtime hours worked at an hourly rate equal to their guaranteed salary for the work period divided by the number of hours that they actually worked during the period, divided by two.”~~

Page 12, Item f) –

Please delete the last sentence: ~~“Holiday hours earned by deputy constables that cannot be taken off during the same pay period shall be converted hour for hour based on the actual shift of the deputy.”~~

Page 13, Item 1. –

Please correct the typo in the next to last sentence: “EMS employees with less than ten (10) years of employment will accrue 5.538 hours vacation per pay period.”

Page 14, Item VII. Sick Leave –

Please correct the typo in the second sentence: “For example, those employees working greater than 30 hours but less than 40 hours per week”

Page 15, Item VII. Sick Leave –

An item could be added referencing the Williamson County Sick Leave Pool Policy and it might also be included as an addendum.

Page 15, Item VIII. Other Leave –

Under Item 2., if an additional floating holiday will indeed be added and Judge Gattis would like to use the recommendation I e-mailed to him, this item could be changed to state: “Any official or department head may grant 4 up to two (2) floating holidays per fiscal year to full time, 40 hour per week employees ~~for~~

~~personal or business reasons.~~ The **Only one (1)** floating holiday may be used for **personal or business reasons, (i.e. any reason other than sick or recreational).** The **second floating holiday may be used to allow a full time, 40 hour per week employee to have their Wilco Anniversary Date (Hire Month/Day) off in appreciation for their continued service to Williamson County.** If an employee's Wilco Anniversary Date falls on the weekend when they would not normally be scheduled to work, they could be granted the Friday before as their holiday. For non-'Monday through Friday 8-5' employees, if the employee's Wilco Anniversary Date falls on a normal day off for their shift schedule they could be allowed to take time off for the last shift they would normally be scheduled for prior to their Wilco Anniversary Date. An EMS shift for purposes of the Wilco Anniversary Date holiday is considered to be 12 hours. The floating holiday is non-cumulative and may not be "sold"...."

Page 16, Item 4.c) i) –

Please delete this item which states "i) All Constable Staff will be paid according to the Budget Order." Then change the next item from ii) to i).

Page 16, Item 5. Military Leave –

Please change the first sentence as follows: "The first 15 days of military leave **in each fiscal year** will be paid without "loss of time, vacation time or salary."

Page 17, Item IX. Family and Medical Leave –

Should the FMLA policy be added as an addendum?

Page 17, Item IX, 6. -

Please change the second sentence to state: "Such payments must be made **according to the Human Resources Department's defined repayment schedule** within **a maximum of** six months ~~of~~ from the **date when** the ~~employee's return~~ employee returns to paid status."

Page 19, Item 1 at the top of the page –

Please delete the sentence: "~~Currently all officials, their employees and employees of other departments that work over 18 hours per week, per year, are required to participate in the Texas County and District Retirement System.~~"

Then, the next to the last sentence in that paragraph should be changed as follows: "The Commissioners Court has appointed the ~~Associate~~ Interim Director of Human Resources as custodian of the County Retirement System."

Page 20, Item b). –

The 3rd sentence in that paragraph should be changed as follows: "All assets ~~20~~ assigned to employees must be listed on an inventory sheet....."

Page 27, Item XX. Retreats –

The section title could be changed from "Retreats" to "**Staff Development Retreats**" to emphasize the study and instruction purpose for these events.

Page 31, Item 13 –

Please change the sentence to state: "Officials using personal vehicles on county business will be subject to a Vehicle ~~Management &~~ Use Policy adopted by the Commissioner's Court."

Then, should the Vehicle Use Policy be added as an addendum?

Page 34, Item 3 –

The second sentence should state: "This committee will consist of one Commissioner's Court member, the Fleet Director, Safety Coordinator, Risk Coordinator and the Budget ~~Analyst~~ Officer."

V. Overtime Policy

2. Provisions only applicable to employees not subject to the plan

(e). OUTSIDE EMPLOYMENT FOR OFF-DUTY PEACE OFFICERS

1. The intentional or knowing use of county-owned or controlled assets to assist in the production of private income for a county officer or employee (or knowingly allowing such use by a subordinate) is generally prohibited by state law and could result in criminal prosecution, adverse employment action, or removal from office.

2. As a limited traditional exception recognized by law and as an approved employee benefit for county peace officers, equipment (including without limitation uniform items, radios, and vehicles) owned by Williamson County may be used in connection with special duty work in fire protection, law enforcement, or related activities for a separate and independent employer (public or private) during a county employee's off-duty hours in accordance with the following policy. Elected officials may regulate, at their own discretion, other forms of outside employment that do not involve work for the county or the use of county equipment (for example, by an officer wearing a privately-owned uniform and driving a vehicle owned by the outside employer). Use of county property except in accordance with this policy is prohibited.

3. The policy described in the following paragraphs applies only to off-duty law enforcement or related work performed for a separate and independent employer at the sole option of the employee. Elected officials are free to control the use by on-duty employees of county equipment assigned to their department, but on-duty employees must be paid from the departmental budget. Work in the following categories performed by a non-exempt employee is considered on-duty time that must be compensated at the employee's regular or overtime rate, as applicable:

a. Work performed for the county itself or for its benefit (unless the duties are performed for another county department and have no connection with the employee's regular duties);

b. Work performed at the direction of the employee's department or supervisors (including policing services provided by the department for a community event); or

c. Work performed pursuant to an interlocal or intergovernmental agreement between Williamson County and an agency or political subdivision of the State of Texas in which the county agrees to provide additional law enforcement services for the other party, using on-duty officers, on payment of due compensation by that party. Payment to the county shall be \$45.43 per hour (including both an officer and a vehicle), unless provided otherwise in the individual agreement approved by Commissioners Court. Exempt employees who provide additional on-duty services pursuant to such an agreement during a given pay period, and who have performed their regular duties during that pay period to the satisfaction of their department head, shall be entitled to additional compensation from the county at the rate of \$36.00 per hour while providing those additional [patrol services and payment of a stipend for scheduling services involved with these additional patrol services](#).

4. Pursuant to the U.S. Department of Labor Regulations contained in 29 C.F.R. Part 553, Sec. 553.227, peace officers and other public safety employees may be permitted (solely at the employee's option, with the consent of the elected department head) to

engage in special duty work for a separate and independent employer (public or private) during their off-duty hours. Since this is separate employment, the rate of compensation for such work may differ from the employee's regular pay and the hours of work for the second employer are not combined with the hours worked for the primary public agency employer for purposes of overtime compensation.

5. Pursuant to the stated position of the U.S. Internal Revenue Service in auditing other agencies, any outside employer who wishes to hire an off-duty officer for special duty work permitted by this policy must allow a county agency to facilitate the employment and process payroll, including federal withholding. The outside employer must agree to make payment of the fee for such services directly to the county, which will establish procedures for the officers to receive their pay for the special detail through the agency's payroll system. The county will retain a fee for administrative expense.

6. Prior to the commencement of outside employment under this policy, the following documents must be executed:

a. A written agreement between the authorized agent of the department and the separate and independent outside employer defining the nature of the special duty work to be performed, giving the consent of the department to the performance of the work, and providing that the outside employer will pay a fee directly to Williamson County in accordance with the payment schedule in paragraph 7 below for each employee/hour of services;

b. A written acknowledgment by the officer that he or she is undertaking the special duty work at the employee's sole option and not as an assignment from the department, and that payment to the employee in the amount set out in paragraph 7 below through the county payroll system will be contingent on payment by the outside employer; and

c. Written acknowledgment from both the employee and the outside employer that the county is providing only administrative services and is not a party to the agreement for special duty services between the officer and the independent employer. Thus, all issues relating to the scope, manner, or means of performance shall be strictly between the parties to the separate employment.

7. a. The rate paid to the deputy by the independent outside employer shall be as negotiated between the parties. The outside employer shall also pay an additional 12.65% fringe (to cover employment taxes and the county's required workers compensation payments). Private employers (not political subdivisions) shall furthermore pay an additional \$4.00 per hour to the county to cover its administration expenses.

b. If the deputy is on 24-hour call and has a take-home marked vehicle which he is required by his agency to use for commuting, and he uses that vehicle in connection with providing direct services to the outside employer (such as patrolling or traffic control, but not including merely commuting to or from the job site), the outside employer shall reimburse Williamson County at the rate of \$6.00 per hour (for political subdivisions) or \$12.00 per hour (for private employers). Internal Revenue Service regulations consider the use of an unmarked vehicle for private use to be additional taxable compensation.

8. All officers permitted outside employment under this policy must observe their normal standards of conduct during such employment and are subject to disciplinary action from their department if they fail to do so.

9. If an officer performing special work duties should observe the commission of a crime that requires response in the employee's official capacity as a Williamson County peace officer and outside the scope of the secondary employment (or if the officer is otherwise called to duty in an official capacity), the officer's performance in that capacity will be treated for payroll purposes as on-duty time and will not be billed to the outside employer.