

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 5TH, 2010

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 – 10)

5. Discuss and consider approving a line item transfer for Human Resources:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.001100	F/T Salaries	\$4,500.00	
To	0100.0402.001107	Temp Labor - Seasonal Help	\$4,500.00	

6. Consider approving Property Tax Refunds Over \$2,500.00 for the month of November 2009 for the Williamson County Tax Assessor/Collector.
7. Consider approving property tax collections for the month of November 2009 for the Williamson County Tax Assessor/Collector.

8. Consider and take appropriate action on authorizing the transfer of various items including vehicles through inter-office transfer to County departments and/or auction/donation/trade-in/destruction.
(Complete list filed with official minutes)
9. Consider appointing Rene Finto to fill open deputy position in Constable Precinct Two.
10. Discuss and take appropriate action regarding Agreement between Williamson County and Emergency Service District #1.

REGULAR AGENDA

11. To consider and approve resolution recognizing Shirley Merkord, Susie Napier and Linda Jons for their service and dedication resulting in the Williamson County Clerk's office being awarded the 2009 5 Star Local Registrar Award with the designation of Exemplary by the Vital Statistics Unit of the Tx Dept. of Health Services.
12. Discuss and take appropriate action on road bond program.
13. Discuss and consider approving Klotz Associates, Inc. Supplemental #4 to their US 79, Section 3 [CSJ#0204-02-027] Professional Service Agreement (PSA) to allow for the execution of Supplemental #8 to Work Authorization #1.
14. Consider authorizing County Judge to execute a Possession and Use Agreement with Todd and Mary Lou Brown regarding right-of-way on SH 195. (P4 & P11)
15. Consider authorizing County Judge to execute a Real Estate Contract with Circle B-Y Partners, Ltd. and Myra Ann Young for right-of-way needed on RM 2338. (P2)
16. Consider authorizing County Judge to execute a Real Estate Contract with Michelle Lynne Bell Dube and Travis A. Dube for right-of-way needed on RM 2338. (P42)
17. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
18. Consider and take appropriate action on design services for Berry Springs Trail extension with BWM in the amount of \$9,300.
19. Discuss and take appropriate action regarding CAPCOG Regional Emergency Notification System Agreement for 2009/2010.
20. Discuss and take appropriate action regarding the Georgetown Housing Authority Settlement Agreement that has been executed by the Housing Authority for the repayment of CDBG funds in the amount of \$159,314.
21. Discuss and take appropriate action regarding repayment to HUD of CDBG funds in the amount of \$159,314 used in the Georgetown Housing Authority Sierra Ridge Project.

22. Consider approving request to issue a call for projects that will utilized FY10 Community Development Block Grant funds as well as unallocated CDBG funds from previous years.
23. Discuss and take appropriate action regarding an education affiliation agreement with WCEMS for Laramie County Community College.
24. Discuss and take appropriate action on contract extension with the Texas Health Institute for the Texas Mental Health Transformation Initiative grant.
25. In accordance with HB 3637 of the 81st Legislative session, discuss and consider approving a filing fee of not more than \$10.00 for each civil case filed in a county court, statutory county court, or district court.
26. Discuss the Florence Communications Tower.
27. Discuss and take action on the reappointment of Jim Briggs to ESD#8.
28. Discuss and take action on the appointment of Christopher Stanley to the ESD #8 Board.
29. Discuss and take appropriate action regarding hiring of Director of Veterans' Services.
30. Consider awarding bids received for Aggregate for Williamson County Unified Road and Bridge System to the low bid meeting specifications - Vulcan Construction Materials, LP
31. Consider authorizing and signing the customer Agreement with Texas Online.
32. Discuss and take action on Martha Pasiminio, LPC Counseling Services Agreement for Spanish language counseling services to court ordered probation youth, caregivers and parents.
33. Discuss and take action on CARES Family Resource Center Agreement to provide Parent Enrichment Group Series counseling services.
34. Discuss and take action on Judge Ricardo H. Garcia Regional Juvenile Facility Interlocal Cooperation Agreement for out of county residential services.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

- 35.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
1. Proposed or potential purchase of lease of property by the County:
- a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
- b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- d) Discuss proposed acquisition of property for right-of-way for CR 104 project.
- e) Discuss proposed acquisition of property for right-of-way for the proposed SH 29 project.
- f) Discuss proposed acquisition of property for the right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- 36.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
- Litigation or claims or potential litigation or claims against the County or by the County and legal aspects of contracts (discussion and possible action)
- Georgetown Housing Authority – possible Agreement on repayment of CDBG funds; County Claim for repayment of CDBG Funds
- 37.** Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec.551.074 matters concerning personnel.)
- 38.** Discuss and take appropriate action on real estate.
- 39.** Discuss and take appropriate action on contemplated or pending litigation.
- 40.** Discuss and take appropriate action regarding vehicle assignment and salary change for County Engineer.
- 41.** 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.

Discuss and consider approving a line item transfer for Human Resources. Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Human Resources:

Background

The FY 2010 budget included Temporary Labor - Seasonal Help for 1 part-time staff member in department 402. During the pending decision regarding the re-organization for the HR Department, 1 full-time staff member was approved on a temporary basis during that time while not increasing the FTE allocation for the department. The wages paid to this temporary full-time staff member depleted the budgeted amount for the Temporary Labor - Seasonal Help line item prematurely. This line item transfer replenishes the original budget for the part-time temporary staff member in department 402.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.001100	F/T Salaries	\$4,500.00	
To	0100.0402.001107	Temp Labor - Seasonal Help	\$4,500.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Zirkle
 Started On: 12/22/2009 04:40 PM
 Final Approval Date: 12/28/2009

Property Tax Refunds - Over \$2,500.00 - November 2009

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving Property Tax Refunds Over \$2,500.00 for the month of November 2009 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Court Refunds Nov 09](#)

Form Routing/Status

Form Started By: Cathy Atkinson Started On: 12/17/2009 11:42 AM
Final Approval Date: 12/28/2009



Date: December 16, 2009
To: Members of the Commissioners
Court
From: Deborah M. Hunt, CTA *dmh*
Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.

Main Office and Mailing Address:
904 S Main St
Georgetown TX 78626
Phone: (512)943-1601
Fax: (512)943-3578
www.williamson-county.org

Annex Locations:
211 Commerce Blvd, Ste 101
Round Rock TX 78664
Phone: (512)248-3278
Fax: (512)248-3253

350 Discovery Blvd, Ste 101
Cedar Park TX 78613
Phone: (512)260-4290
Fax: (512)260-4295

412 Vance St, Ste 1
Taylor TX 76574
Phone: (512)352-4140
Fax: (512)352-4143

8:07 AM

12/18/09

Accrual Basis

Property Tax Account QuickReport As of November 30, 2009

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	11/2/2009	34100	Philip Eckart	Reissue refund ck# 32575 - Multiple Accounts	-5,069.14
Check	11/3/2009	34107	MAVERICK DRILLING CO INC	P084380 - 2007 Supplement #23	-9,938.35
Check	11/4/2009	34108	Williamson County Tax Office	R032403 - 2008 Supplement #12	-4,097.57
Check	11/4/2009	34120	BEST, BUY #017800	P396066 - 2008 Supplement #12	-3,098.43
Check	11/4/2009	34161	IKERMAN-WHEELER, LIVING TR	R082580 - 2007 Supplement #23	-3,975.04
Check	11/4/2009	34260	IDM Aviation Services LLC	P454213 - 2008 Supplement #12	-13,739.27
Check	11/4/2009	34301	Williamson County Tax Office	R484986 - 2008 Supplement #12 - Pay back	-14,158.65
Check	11/4/2009	34305	BAC Tax Services Corporation	R425402 - Overpayment	-4,628.08
Check	11/17/2009	34386	BAC Tax Services Corporation	Multiple Accounts - Overpayments	-6,439.34
Check	11/18/2009	34421	Wal-Mart Real Estate Business Trust	R453076 - 2007 Supplement #25	-76,317.13
Check	11/25/2009	34466	Network National Title	Multiple Accounts - Overpayments	-2,568.51
Check	11/25/2009	34448	Network National Title	R469824 - Overpayment	-3,172.58
Check	11/25/2009	34454	Electric Reliability Council of Texas	R352657 - Overpayment	-5,451.03
Check	11/25/2009	34477	Electric Reliability Council of Texas	R019346 & R456677 - 2004-2005 Agreed Judgment	-206,074.28
Total Refunds Payable - Taxpayers					-358,727.40
TOTAL					-358,727.40

Property Tax Collections - November 2009

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [110109-113009 GWI-RFM](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 12/21/2009 10:34 AM
Final Approval Date: 12/30/2009

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWT/RFM Property Taxes
November 1-30, 2009

Williamson County General Fund										
	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I & Prior Years
2009	\$153,756,129.96	\$74,702.84	\$153,830,832.80	\$6,185,111.92	\$0.00	\$5.33	\$147,639,672.67	\$6,191,160.13	4.02%	4.02%
2008 & Prior	\$2,417,110.54	(\$161,396.88)	\$2,255,713.66	\$47,157.00	\$35,477.86	\$0.35	\$2,045,238.17	\$210,475.49	9.33%	10.90%
Rollbacks	\$223,262.70	(\$9,798.92)	\$213,463.78	\$20,930.35	\$4,464.08	(\$0.02)	\$192,533.45	\$20,930.33	9.81%	11.90%
Total All	\$156,396,503.20	(\$96,492.96)	\$156,300,010.24	\$6,253,199.27	\$39,941.94	\$5.66	\$149,877,444.29	\$6,422,565.95	4.11%	4.13%

Williamson County RFM										
	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I & Prior Years
2009	\$10,097,182.50	\$4,983.33	\$10,102,165.83	\$415,298.81	\$0.00	\$0.55	\$9,686,511.62	\$415,654.21	4.11%	4.11%
2008 & Prior	\$182,703.10	(\$11,281.67)	\$171,421.43	\$3,132.70	\$2,453.06	\$0.04	\$157,323.11	\$14,098.32	8.22%	9.66%
Rollbacks	\$16,044.45	(\$671.84)	\$15,372.61	\$1,511.18	\$322.72	\$0.00	\$13,861.43	\$1,511.18	9.83%	11.93%
Total All	\$10,295,930.05	(\$6,970.18)	\$10,288,959.87	\$419,942.69	\$2,775.78	\$0.59	\$9,857,696.16	\$431,263.71	4.19%	4.22%

2009 COMBINED MONTHLY BREAKDOWN

Oct-09	\$166,692,433.25	(\$61,721.66)	\$166,630,711.59	\$177,606.92	\$58,770.68	\$3,074.53	\$166,450,030.14	\$180,681.45
Nov-09	\$166,630,711.59	(\$41,741.48)	\$166,588,970.11	\$6,673,141.96	\$42,717.72	\$6.25	\$159,735,140.45	\$6,853,829.66

Consent Agenda

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Jonathan Harris	12/28/2009 03:22 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	12/29/2009 09:59 AM	APRV

Form Started By: Ursula Stone
 Started On: 12/28/2009 03:14 PM
 Final Approval Date: 12/29/2009



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FTRX17W34CA69802		UNIFIED ROAD SYSTEM #210		UB0465 OLD# 0665
Vehicle Identification Number		Department		Door Number
870803	2004	FORD	F150 XCAB	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 117,441				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain APPROVED IN 09-10 BUDGET FOR REPLACEMENT				
3) Elected Official/Department Head/Authorized Staff				
Print GREG BERGERON		Signature <i>Greg Bergeron</i>		Date 11/25/09

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print MIKE FOX	Signature <i>Mike Fox</i> Date 11-25-09



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FTRX17W44CA42334	UNIFIED ROAD SYSTEM #210		UB0409 OLD# 0609	
Vehicle Identification Number	Department		Door Number	
865476	2004	FORD	F150 XCAB	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach: 1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 104,385

☐ Not mechanically sound

☒ Other: Explain APPROVED IN 09-10 BUDGET FOR REPLACEMENT

3) Elected Official/Department Head/Authorized Staff

Print GREG BERGERON Signature *Greg Bergeron* Date 11/25/09

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

Comments:

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Receiving Department:

☐ OTHER

Elected Official/Department Head/Authorized Staff or Donee Representative:

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print MIKE FOX Signature *Mike Fox* Date 11/25/09



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
1FDWF36L91EC01570		UNIFIED ROAD SYSTEM #210		UB0124 OLD# 0624
Vehicle Identification Number		Department		Door Number
802128	2001	FORD	F350 FLAT BED	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
<u>Attach:</u> 1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 127,245				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain APPROVED IN 09-10 BUDGET FOR REPLACEMENT				
3) Elected Official/Department Head/Authorized Staff				
Print GREG BERGERON		Signature <u>Greg Bergeron</u>		Date 11/25/09

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print MIKE FOX	Signature <u>Mike Fox</u> Date 11-25-09



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1GBJC34U73E261633

UNIFIED ROAD SYSTEM #210

UB0335 OLD# 0635

Vehicle Identification Number

Department

Door Number

850426

2003

CHEVROLET

3500 FLAT BED

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 107,566

☐ Not mechanically sound

☒ Other: Explain APPROVED IN 09-10 BUDGET FOR REPLACEMENT

3) Elected Official/Department Head/Authorized Staff

Print GREG BERGERON

Signature

Greg Bergeron

Date

11/25/09

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

Comments:

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Receiving Department:

Elected Official/Department Head/Authorized Staff or Donee Representative:

☒ OTHER

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print MIKE FOX

Signature

Mike Fox

Date

11/26/09



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:	
1FTRX17W31NB21354	UNIFIED ROAD SYSTEM #210
Vehicle Identification Number	Department
806952	2001 FORD
License Plate Number	Year Make
	F150 XCAB
	Model
	WHITE
	Color
2) Reason for Status Change:	
<input type="checkbox"/> Accident	
Attach: 1. A Damage to County Property Incident Report	
2. The Official Accident Report	
3. A Vehicle Insurance / Litigation Release Form	
<input checked="" type="checkbox"/> High Mileage: List actual mileage 105,620	
<input type="checkbox"/> Not mechanically sound	
<input checked="" type="checkbox"/> Other: Explain APPROVED IN 09-10 BUDGET FOR REPLACEMENT	
3) Elected Official/Department Head/Authorized Staff	
Print GREG BERGERON	Signature <i>Greg Bergeron</i> Date 11/25/09

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print MIKE FOX	Signature <i>Mike Fox</i> Date 11/25/09



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
1FDKF37F6VEA59157		409	4T9704 (5404)	
Vehicle Identification Number		Department	Door Number	
719336	1997	FORD	F350	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input type="checkbox"/> High Mileage: List actual mileage _____				
<input type="checkbox"/> Not mechanically sound _____				
<input checked="" type="checkbox"/> Other: Explain THIS IS A RETIRED EMS UNIT THAT WAS TRANSFERRED TO PCT#4 FOR THIER USE. FLEET IS RECOMMENDING IT BE USED AS A TRADE IN FOR EMS. The trade-in value is \$2500.00				
3) Elected Official/Department Head/Authorized Staff				
Print Mike Fox IV		Signature	Date 12-8-07	

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input checked="" type="radio"/> TRANSFER between county departments
<input checked="" type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: EMS 0540 *
<input type="radio"/> OTHER _____	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name: Kenneth Schnell *
	Signature and Date: [Signature] 12/11/07
	Contact name and Number: 512-943-1264 SA-4
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox IV	
Signature	Date 12-08-07

Ambulance unit #5404 (vin#1FDKF37F6VEA59157) was approved to be moved from Const. Pct. #4 to auction in the 8/11/09 Commissioner's Court minutes. This form requests vehicle unit # 5404 to be transferred from auction to EMS and also to be traded in for one of the remounted ambulances. The trade-in value is \$2500.

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 ~~new~~ 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)
2	Sony Ericsson cell phone, model #T237	s# BD301AGH64 & s# BD301AGHCY		Working
4	Nokia cell phone, model #2610	s#IMEI 011174000873927, IMEI 011174001434760, IMEI 011174001432319, IMEI 011174001431683		Working

Parties involved:

FROM (Transferor Department): Elections - 492

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Kay Eastes

Kay Eastes

Print Name

Print Name

Signature

Date 12-10-09 943-1632
Phone Number

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

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

Contact Person:

Shelly James

Shelly James

Print Name

Print Name

Signature

Date 943-1373
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)
1	2002 MINOLTA Di 251	317 30632	N/A	WORKING
1	BROTHER INTELLIFAX	U60283A55 202188	N/A	WORKING

Parties involved:

FROM (Transferor Department): CON. ONE

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

MICHAEL TUREK

MICHAEL TUREK

Print Name

Print Name

M-Turek

11/30/09

248-3239

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

Authorized Staff OR Donor - Representative: (If being

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

Contact Person:

~~Michael Turek~~ Tammy McCullery

Tammy McCullery

Print Name

Print Name

M-Turek Tammy McCullery

11/30/09

~~248-3239~~ 943-1455

Signature

Date Phone Number

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

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Williamson County

Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	floor mats	—	—	working

Parties involved:FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Tony Hill
 Print Name
[Signature]
 Signature

12-11-09

Date

Contact Person:

Tony Hill
 Print Name
943-3314
 Phone Number

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

Transferee - Elected Official/Department Head/

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

Alan J Shirocky / Greg Bergeron
 Print Name
[Signature]
 Signature

12-11-09

Date

Contact Person:

Alan Shirocky
 Print Name
572-818-1443
 Phone Number

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

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	File cabinets (used to file voter registration applications)	Steelmaster 2600 Series	A106097	Working
	appx 5-1/4" x 13" drawers, 8 drawers		A106098	Working

Parties involved:

FROM (Transferor Department): Elections Dept.

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

KAY EASTES
Print Name

Kay Eastes
Print Name

Kay Eastes
Signature

December 10, 2009

943-1632
Phone Number

Date

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

Asset Status Change Form

Print Form

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

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

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
5	Class B Shirts (faded, stained)	no id #	no tag #	Non-Working
1	Brown Traffic Vest (no longer part of uniform)	no id #	no tag #	Non-Working
1	Black Rain Coat (stained, torn)	no id #	no tag #	Non-Working
	ALL INSIGNIAS HAVE BEEN REMOVED			

Parties involved:

FROM (Transferor Department): 570-Corrections

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. Marshall

Maria Barraza 12-02-09

Print Name

Print Name

Signature

Date 12-9-09 Phone Number +1 (512) 943-1324

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
67	BDU Pants (torn,faded)	no id #	no tag #	Non-Working
44	Tactical shirts (torn,faded,stained)	no id#	no tag#	Non-Working
12	Clerk shirts (faded, stained)	no id #	no tag#	Non-Working
7	Class A Pants (torn,faded,stained)	no id#	no tag#	Non-Working
	ALL INSIGNIAS HAVE BEEN REMOVED			

Parties involved:

FROM (Transferor Department): 570-Corrections

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

L.C.Marshall

Maria Barraza 12-02-09

Print Name

Print Name

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2006 Durabrand Television Model # BH1304D	SN# DAURU0E0600H26CR0426	no tag #	Non-Working

Parties involved:

FROM (Transferor Department): 570-Corrections/Inmate Trust fund

- COMMISSARY

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C.Marshall

Maria Barraza 12-02-09

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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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 _____

Appointment of Officer Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Dale Vannoy
Department: Commissioner Pct. #2
Agenda Category: Consent

Information

Agenda Item

Consider appointing Rene Finto to fill open deputy position in Constable Precinct Two.

Background

Officer Finto has thirteen years of experience with Copperas Cove PD, Lampasas PD, Marble Falls PD, and Lakeway PD. She has earned advanced certification through TECLOSE and has completed numerous specialized police training courses.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 12/30/2009 10:59 AM
Final Approval Date: 12/30/2009

ESD #1 Agreement Commissioners Court - Regular Session

Date: 01/05/2010
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 Emergency Service District #1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [ESD #1 Agreement 2010](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 12/22/2009 10:51 AM
Final Approval Date: 12/28/2009

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 #1** an emergency service district created and described under Chapter 775 of the Texas Health and Safety Code (both being collectively referred to herein as the "ESD"), have entered into the following:

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the ESD the sum of **\$40,000.00** 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, 2010. 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 2010.
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 8th day of December, 2009

Williamson County ESD #1

Williamson County, Texas

By: Michael Belohlavy

By: _____

Printed Name: Michael Belohlavy

Dan A. Gattis,
Williamson County Judge

Title: President.



WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

9218 Anderson Mill Road, Austin, Texas 78729

Phone (512) 258-1038 • Fax (512) 258-1837

December 8, 2009

Dan Gattis
Williamson County Judge
Courthouse
Georgetown, Texas 78626

Dear Judge Gattis,

The \$40,000.00 received from Williamson County for the 2008 – 2009 Agreement was transferred to the Jollyville Volunteer Fire Department operating budget to cover 800 MHz communications expenditures.

Sincerely,

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

Michael Belchavy
President
Board of Commissioners

2009 Five Star Award for the 12th consecutive year Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Nancy Rister, County Clerk
Submitted For: Nancy Rister
Department: County Clerk
Agenda Category: Regular Agenda Items

Information

Agenda Item

To consider and approve resolution recognizing Shirley Merkord, Susie Napier and Linda Jons for their service and dedication resulting in the Williamson County Clerk's office being awarded the 2009 5 Star Local Registrar Award with the designation of Exemplary by the Vital Statistics Unit of the Tx Dept. of Health Services.

Background

2009 marks the twelfth consecutive year the Williamson County team has been awarded the Five Star Award for Local Registrars and the third time this team has achieved the Exemplary designation. This extremely difficult designation was realized in 2003, 2008 and now again for 2009.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Nancy Rister
 Started On: 12/18/2009 06:47 PM
 Final Approval Date: 12/28/2009

Klotz Supp. #4 to US 79, Sect. 3 PSA Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Klotz Associates, Inc. Supplemental #4 to their US 79, Section 3 [CSJ#0204-02-027] Professional Service Agreement (PSA) to allow for the execution of Supplemental #8 to Work Authorization #1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Klotz Supp4 to US79-Sect3 PSA](#)

Link: [Klotz Supp8 to WA1 US79-Sect3](#)

Form Routing/Status

Form Started By: Marie Walters
Started On: 12/28/2009 02:56 PM
Final Approval Date: 12/29/2009

Project Name:

US 79, sect. 3

CSJ# 0204-02-027

RECEIVED

DEC 17 2009

BY: PSI

CONTRACT FOR ENGINEERING SERVICES

SUPPLEMENTAL AGREEMENT NO. 4

TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON §

§

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Klotz Associates, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on December 20, 2005;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$1,872,060.00 ;
and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$1,872,060.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$1,872,060.00 to \$1,979,056.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$1,872,060.00 to \$1,979,056.00.
- III. The hourly Rates remain as shown in Exhibit II of the originally executed contract.

All other provisions are unchanged and remain in full force and effect.

Project Name: _____

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

ENGINEER:

By: Michael A. Oaden
Signature

MICHAEL A. OADEN, P.E.
Printed Name

SENIOR VICE PRESIDENT
Title

12/16/09
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Engineer
Title

Date

OK
mm



ATTACHMENT A

SUPPLEMENTAL WORK AUTHORIZATION NO. 8 TO

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Klotz Associates, Inc. (*the "Engineer"*).

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

Prepare Plans, Specifications and Estimate (PS&E) for US 79 from East City limit of Hutto to CR 402 to include (1) converting an existing open ditch to storm sewer between Station 594+00 (East of CR 132) to Station 608+00 (East of the Covert property), (2) prepare Plans, Specifications and Estimate (PS&E) for US 79 from East of the Covert property to East of CR 136 to include realigning CR 136 between Station 625+00 (East of the Covert property) to Station 660+52 (East of CR 136), (3) prepare exhibits for TxDOT Meeting on pavement section, and (4) prepare Turnaround near Hutto. (Refer to attached Exhibit B).

Part 2. The maximum amount payable for services under this Work Authorization shall be increased from \$1,872,060.00 to \$1,979,056.00 (Refer to attached Exhibit D).

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

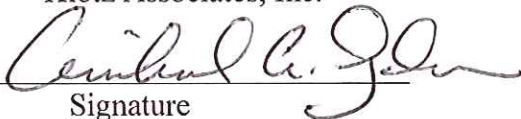
Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2010, as extended by this Supplemental Work Authorization No. 8 to Work Authorization No. 1.

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

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

ENGINEER:

Klotz Associates, Inc.

By: 
Signature

Michael A. Ogden, PE
Printed Name

Senior Vice President
Title

12/16/99
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

Date

LIST OF EXHIBITS

Exhibit B – Services to be provided by Engineer

Exhibit C - Work Schedule

Exhibit D – Fee Schedule

OK
my

EXHIBIT B

SERVICES TO BE PROVIDED BY ENGINEER KLOTZ ASSOCIATES, INC.

US 79 WILLIAMSON COUNTY, TEXAS

From: East City Limit of Hutto

To: CR 402

Length: 4.54 miles

County: Williamson

The work to be performed by the Engineer under this Supplemental Work Authorization #8 to Work Authorization # 1 consists of providing redesign of the project including (1) converting an existing open ditch to storm sewer from Station 594+00 (East of CR 132) to Station 608+00 (East of the Covert property), (2) prepare Plans, Specifications and Estimate (PS&E) for US 79 from East of the Covert property to East of CR 136 including realignment of CR 136 between Station 625+00 (East of the Covert property) to Station 660+52 (East of CR 136), (3) prepare exhibits for TxDOT Meeting on pavement section, and (4) prepare design of a turnaround near Hutto.

ADDITIONAL SERVICES

I. ROADWAY DESIGN CONTROLS (Function Code 160)

Revise the roadway details to include:

1. Revise Title Sheet (1 sheet) (Covert)
2. Revise Title Sheet (1 sheet) (CR 136)
3. Revise Index of Sheets (1 sheet) (CR 136)
4. Revise Index of Sheets (1 sheet) (Covert)
5. Revise Typical Sections (1 sheets) (CR 136)
6. Revise Typical Sections (2 sheets) (Covert)
7. Revise Typical Sections (3 sheets) (TxDOT Meeting)
8. Revise Typical Sections (5 sheets – Covert)
9. Revise Project Layouts (1 sheet) (CR 136)
10. Revise Project Layouts (1 sheet) (Covert)
11. Revise Project Layouts (3 sheets) (TxDOT Meeting)
12. Revise Removal Plans (3 sheets) (CR 136)
13. Revise Removal Plans (2 sheets) (Covert)
14. Revise Horizontal Alignment Data (1 sheet) (CR 136)
15. Revise Superelevation Data (1 sheet) (CR 136)
16. Revise Roadway Plan & Profiles (4 sheets) (CR 136)
17. Revise Intersection Details (1 sheet) (CR 136)
18. Revise Roadway Plan & Profiles (4 sheets) (Covert)

19. Revise Design Cross Sections (14 sheets) (CR 136)
20. Revise Design Cross Sections (32 sheets) (Covert)
21. Prepare design of a Turnaround near Hutto

II. DRAINAGE (Function Code 161)

Revise the drainage details to include:

1. Revise Overall Drainage Area Map (1 sheet) (CR 136)
2. Revise Overall Drainage Area Map (1 sheet) (Covert)
3. Revise Drainage Area Map (1 sheet) (CR 136)
4. Revise Drainage Area Map (1 sheet) (Covert)
5. Revise Runoff Calculations (1 sheet) (CR 136)
6. Revise Runoff Calculations (1 sheet) (Covert)
7. Revise Drainage Plan (3 sheets) (CR 136)
8. Revise Drainage Plan (3 sheets) (Covert)
9. Revise Culvert Layout (1 sheets) (CR 136)
10. Revise Culvert Layout (1 sheets) (Covert)
11. Revise Culvert Calculation (1 sheets) (CR 136)
12. Revise Culvert Calculation (3 sheets) (Covert)
13. Storm Sewer Calculations (10 sheets) (Covert)
14. Revise Box Culvert Supplement BCS (1 sheet) (CR 136)
15. Revise Box Culvert Supplement BCS (1 sheet) (Covert)

III. SIGNING, PVMT. MARKING, & SIGNAL (Function Code 162)

Revise the signing and pavement marking details to include:

1. Signing, Striping, & Delineation (6 sheets) (CR 136)

IV. MISCELLANEOUS (Function Code 163)

Revise the miscellaneous details to include:

1. Revise Estimate & Quantity Sheets (1 sheets) (CR 136)
2. Revise Estimate & Quantity Sheets (1 sheets) (Covert)
3. Revise Summary of Quantities – Roadway (1 sheet) (CR 136)
4. Revise Summary of Quantities – Roadway (1 sheet) (Covert)
5. Revise Summary of Quantities – SW3P (1 sheet) (CR 136)
6. Revise Summary of Quantities – SW3P (1 sheet) (Covert)
7. Revise Summary of Quantities – Signing, Striping, & Delineation (1 sheet) (CR 136)
8. Revise Summary of Quantities – Traffic Control Plan (1 sheet) (Covert)
9. Revise Summary of Quantities – Removal (1 sheet) (Covert)
10. Revise Summary of Quantities – Drainage (1 sheet) (Covert)
11. Revise Summary of Small Signs (1 sheet) (CR 136)
12. Revise Overall Traffic Control Plan (1 sheet) (CR 136)
13. Revise Overall Traffic Control Plan (1 sheet) (Covert)

14. Revise Traffic Control Plan Phase 1B (3 sheets) (CR 136)
15. Revise Traffic Control Plan Phase 2 (2 sheets) (CR 136)
16. Revise Traffic Control Plan Phase 2 (3 sheets) (Covert)
17. Revise TxDOT SW3P (4 sheets) (CR 136)
18. Revise TxDOT SW3P (1 sheets) (Covert)
19. Revise Utility Plan (4 sheets) (CR 136)
20. Revise Storm Water Pollution Prevention Plan (2 sheets) (Covert)
21. Revise General Notes & Specification Data (CR 136)
22. Revise General Notes & Specification Data (Covert)
23. Revise Project Manual (CR 136)
24. Revise Project Manual (Covert)
25. Revise construction cost estimate (CR 136)
26. Revise construction cost estimate (Covert)
27. Revise construction schedule (CR 136)
28. Revise construction schedule (Covert)

Wed 12/9/09

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

klotz associates

901 South MoPac Expressway
 Building V, Suite 220
 Austin, Texas 78746
 T 512.328.5771 F 512.328.5774
 austin.office@klotz.com

ID	Task Name	Work Days	Start	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	2
1	PS&E Development and Survey	99 days	Tue 10/20/09											
2	Preparation for TxDOT Meeting	2 days	Tue 10/20/09											
3	Update area in front of Covert to Storm Sower	8 days	Fri 10/23/09											
4	Survey and Revisions to ROW Maps and Monuments	21 days	Mon 1/4/10											
5	Realign CR 136	30 days	Mon 1/4/10											
6	100% Submittal	0 days	Fri 2/12/10											
7	100% PS&E Wilco and TxDOT Review	14 days	Mon 2/15/10											
8	Final Design Package Submittal	14 days	Tue 2/16/10											
9	Letting	0 days	Thu 3/25/10											
10	Bid Opening	0 days	Thu 3/25/10											
11	Construction Operations	0 days	Thu 4/8/10											
12	Begin Construction	0 days	Thu 4/8/10											

EXHIBIT D - FEE SCHEDULE

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

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN CONTROLS (FC100)										
TITLE SHEET (CR 136)										
INDEX OF SHEETS (CR 136)										
PROJECT LAYOUTS (CR 136)										
PROJECT LAYOUTS FOR TxDOT MEETING										
TYPICAL SECTIONS FOR TxDOT MEETING										
TYPICAL SECTION FOR COVER SECTION										
REMOVAL PLANS (CR 136)										
REMOVAL PLANS										
HORIZONTAL ALIGNMENT DATA (CR 136)										
SUPERELEVATION DATA (CR 136)										
ROADWAY PLAN & PROFILE SHEETS (CR 136)										
ROADWAY PLAN & PROFILE SHEETS										
INTERSECTION LAYOUT (CR 136)										
DESIGN CROSS-SECTIONS (CR 136)										
DESIGN CROSS-SECTIONS										
TURNAROUND NEAR HUTTO										
HOURS SUB-TOTALS	24	8	52	12	49	108	0	245		
LABOR RATE PER HOUR	\$185.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$780.00	\$4,200.00	\$1,120.00	\$6,500.00	\$5,390.00	\$9,720.00	\$0.00	\$27,710.00		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DRAINAGE (FC161)										
OVERALL DRAINAGE AREA MAPS (CR 136)										
OVERALL DRAINAGE AREA MAPS										
DRAINAGE AREA MAPS (CR 136)										
DRAINAGE AREA MAPS										
RUNOFF CALCULATIONS (CR 136)										
RUNOFF CALCULATIONS										
RUNOFF CALCULATIONS										
DRAINAGE PLANS (CR 136)										
DRAINAGE PLANS										
CULVERT LAYOUT (CR 136)										
CULVERT LAYOUT										
CULVERT CALCULATIONS (CR 136)										
CULVERT CALCULATIONS										
STORM SEWER CALCULATIONS										
BOX CULVERT SUPPLEMENT BCS (CR 136)										
BOX CULVERT SUPPLEMENT BCS										
HOURS SUB-TOTALS	20	0	52	12	89	103	0	285		
LABOR RATE PER HOUR	\$195.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$780.00	\$3,500.00	\$0.00	\$6,500.00	\$9,730.00	\$9,270.00	\$0.00	\$23,840.00		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SIGNING, PAVT, MARKING, & SIGNAL (FC162)										
SIGNING AND PAVEMENT MARKINGS										
SIGNING AND PAVEMENT MARKING LAYOUTS (CR 136)										
HOURS SUB-TOTALS	0	1	0	2	10	20	0	33	6	6
LABOR RATE PER HOUR	\$195.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$0.00	\$175.00	\$0.00	\$250.00	\$1,100.00	\$1,800.00	\$0.00	\$3,325.00		

EXHIBIT D - FEE SCHEDULE

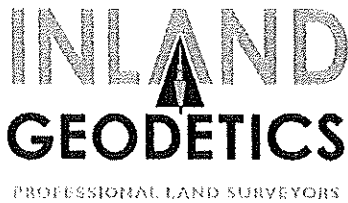
PROJECT NAME: US 79

PROJECT LIMITS: EAST HUTTO CITY LIMIT TO CR 402

PRIME PROVIDER NAME: KLOTZ ASSOCIATES, INC

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT. ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MISCELLANEOUS (ROADWAY) (FC 163)										
ESTIMATE & QUANTITY SHEETS (CR 136)		1		2	4			7	1	7
ESTIMATE & QUANTITY SHEETS		1		2	4			8	1	8
SUMMARY OF QUANTITIES - REMOVAL		1		1	4			6	1	6
SUMMARY OF QUANTITIES - ROADWAY (CR 136)		1		2	4			7	1	7
SUMMARY OF QUANTITIES - DRAINAGE		1		2	6			9	1	9
SUMMARY OF QUANTITIES - SWOP (CR 136)		1		2	2			4	1	4
SUMMARY OF QUANTITIES - TRAFFIC CONTROL PLAN		1		2	4			7	1	7
SUMMARY OF QUANTITIES - SIGNING, STRIPING, AND DELINEATION (CR 136)		1		1	2			4	1	4
SUMMARY OF SMALL SIGNS (CR 136)		1		2	4			7	1	7
ADVANCED WARNING SIGNS (CR 136)		1		2	1			1	1	1
OVERALL TRAFFIC CONTROL PLAN		1		2	3			6	1	6
TRAFFIC CONTROL PLAN PHASE 1B (CR 136)		1		4	8			13	3	4
TRAFFIC CONTROL PLAN PHASE 2 (CR 136)		1		4	8			13	2	7
TRAFFIC CONTROL PLAN PHASE 2		1		3	8			10	3	3
UTILITY PLANS (CR 136)		1		1	1			2	1	2
STORM WATER POLLUTION PREVENTION PLAN		1		2	4			7	2	4
GENERAL NOTES & SPECIFICATION DATA (CR 136)		1		1	8			12	N/A	N/A
GENERAL NOTES & SPECIFICATION DATA		2		4	8			18	N/A	N/A
PROJECT MANUAL (CR 136)		2		2	4			19	N/A	N/A
PROJECT MANUAL		1		3	4			11	N/A	N/A
CONSTRUCTION COST ESTIMATE (CR 136)		2		2	4			7	N/A	N/A
CONSTRUCTION COST ESTIMATE		2		4	8			15	N/A	N/A
CONSTRUCTION SCHEDULE (CR 136)		1		2	3			3	N/A	N/A
CONSTRUCTION SCHEDULE		1		2	3			3	N/A	N/A
ATTEND MEETING AT TxDOT		8						36	N/A	N/A
CONTINUING UTILITY COORDINATION		4		20	12			257		
HOURS SUB-TOTALS	4	39	11	80	86	37	0			
LABOR RATE PER HOUR	\$195.00	\$175.00	\$140.00	\$125.00	\$110.00	\$80.00	\$70.00			
TOTAL LABOR COSTS	\$780.00	\$6,825.00	\$1,540.00	\$10,000.00	\$9,460.00	\$3,530.00	\$0.00	\$31,935.00		

DESCRIPTION	TOTAL COSTS BY FC
SUMMARY OF COSTS	
LABOR EXPENSES	
ROADWAY DESIGN CONTROLS (FC 160)	\$27,710.00
DRAINAGE (FC 161)	\$29,840.00
SIGNING, P.V.M.T. MARKING, & SIGNAL (FC 162)	\$3,325.00
MISCELLANEOUS (ROADWAY) (FC 163)	\$31,935.00
SUBTOTAL LABOR EXPENSES	\$92,810.00
DIRECT EXPENSES	
MILEAGE (\$0.485 per mile)	\$778.00
PLOTS - REVIEW (\$0.40 PER SHEET)	\$160.00
COPIES - REVIEW (\$0.10 PER COPY)	\$100.00
DELIVERIES/MISC (\$25.00)	\$150.00
SUBTOTAL DIRECT EXPENSES	\$1,186.00
SURVEY FOR REVISED ROW MAPPING AND MONUMENTATION (PROP ATTACHED)	\$13,000.00
TOTAL	\$106,996.00



**1504 Chisholm Trail Road
Suite 101
Round Rock, TX 78681
512-238-1200
512-238-1251 fax**

27 October 2009

Brad Brown, PE
Klotz and Associates, Inc.
1160 Dairy Ashford, Suite 500
Houston, TX 77079

RE: Additional Surveying Services – ROW Revisions at the Covert, TRJ Nelson Tract and CR 136
Project: US 79 Improvement Project

Mr. Brown:

Inland Geodetics, LP (Inland) is pleased to submit our proposal for additional professional land surveying services related to the above referenced project. Our proposal is to make revisions to the ROW Plan sheet for the affected tracts along US 79 as depicted in emails dated 7 Dec 2009. Below is a specific list of our proposed Scope of Services and estimated costs.

SCOPE OF SERVICES

A. Right of Entry

1. Inland assumes the affected owners have been contacted requesting access for surveying operations and that right-of-entry has been secured. Any special conditions to ROE must be forwarded to our office before survey operations begin.

B. Perform ROW Revisions and Field Survey

1. Inland will utilize existing project control points within the vicinity of aforementioned limits. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203.
2. Inland will perform revisions to ROW Plan Sheets of the affected properties and as per emails dated 22 October 2009 and 7 December 2009. The revisions will affect 6 of the current plan sheets. Additionally, a parcel plat and metes and bounds description of the Kruger-Blackman tract will be generated. Field work for the revisions will consist of verification that any improvements have not been altered or created since original time of survey, removal of installed monuments no longer valid (19), and installation of monuments (9) according to the revised ROW plans.
3. Deliverables will include a 2D files, ROW Plans, parcel plat, metes and bounds description, and ASCII files in Microstation V8. Installed monuments will be delineated with signage in the field.
4. Inland anticipates these activities will require up to 3 weeks from NTP (not including weather or safety hold days or, if issued within 30 days, due to current site conditions).

The ESTIMATED lump sum fee: \$13,000.00

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

Sincerely,

M. Stephen Truesdale
Registered Professional Land Surveyor
Licensed State Land Surveyor
Inland Geodetics, LP

Brown Possession and Use Agreement for SH 195 (P4 & P11) Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with Todd and Mary Lou Brown regarding right-of-way on SH 195. (P4 & P11)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Brown PUA for SH 195](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/29/2009 03:45 PM
Final Approval Date: 12/29/2009

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, DONALD P. MCEVOY, TRUSTEE OF THE HELEN BROWN MCEVOY FAMILY TRUST, TODD BENNETTE BROWN, AND MARY LOU BROWN, hereinafter referred to as "GRANTOR", whether one or more, is the owner of those certain pieces, parcels or tracts of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-G" (Parcels 4 & 11, 4E, 4WE, 4TCE), which are attached hereto and made a part hereof; and

WHEREAS, THE STATE OF TEXAS, acting by and through WILLIAMSON COUNTY, TEXAS, plans to acquire a fee simple and/or easement interest in the tract(s) of land described in Exhibits "A-E", and CHISHOLM TRAIL SPECIAL UTILITY DISTRICT plans to acquire a waterline easement interest and temporary easement interest in, under and across the property described in Exhibits "F-G", "collectively known as GRANTEE", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the State Highway 195 roadway and related utility relocation improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of SEVEN HUNDRED EIGHTY THREE THOUSAND AND TWO HUNDRED NINETY TWO AND 20/100 DOLLARS (\$783,292.00) paid by the GRANTEE, which amount represents 90% of the GRANTEE'S estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-G".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The GRANTOR further warrants and represents that there are no debts, estate or inheritance taxes, or any Medicare recovery debts now due and owing in connection with the Estates of J.C. Brown, Helen Brown McEvoy, or Thomas Warren Brown. GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-G", and any other property to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibits "A-G".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for the current uses of such property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

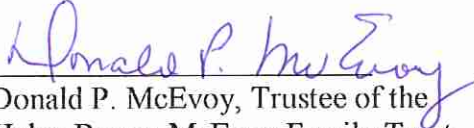
1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.

5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the 14th day of DECEMBER, 2009.

GRANTOR:


Donald P. McEvoy, Trustee of the
Helen Brown McEvoy Family Trust

Todd Bennette Brown

Mary Lou Brown

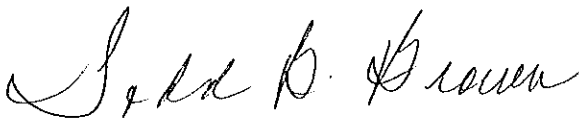
5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the 20th day of November, 2009.

GRANTOR:

Donald P. McEvoy, Trustee of the
Helen Brown McEvoy Family Trust



Todd Bennette Brown

Mary Lou Brown

5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

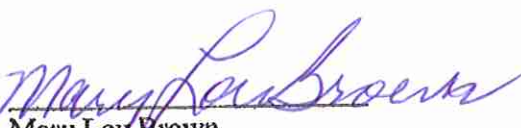
TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the ____ day of _____, 2009.

GRANTOR:

Donald P. McEvoy, Trustee of the
Helen Brown McEvoy Family Trust

Todd Bennette Brown


Mary Lou Brown

GRANTEE:
WILLIAMSON COUNTY, TEXAS

County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON *Dallas*

This instrument was acknowledged before me on this the *14th* day of *December*, ~~2008~~ *2009*
by Donald P. McEvoy, in the capacity and for the purposes and consideration recited herein.



Sonya C. Boone

Notary Public, State of Texas
Printed Name: *SONYA C. BOONE*
My Commission Expires: *6/6/2011*

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2008
by Todd Bennette Brown, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

GRANTEE:
WILLIAMSON COUNTY, TEXAS

County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2008
by Donald P. McEvoy, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF ~~TEXAS~~ Pennsylvania
COUNTY OF ~~WILLIAMSON~~ Delaware

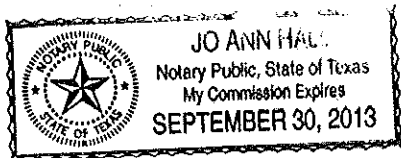
This instrument was acknowledged before me on this the 20th day of November, 2008-2009
by Todd Bennette Brown, in the capacity and for the purposes and consideration recited herein.

Rachel Erin Morris
Notary Public, State of ~~Texas~~ Pennsylvania
Printed Name: Rachel Erin Morris
My Commission Expires: 9/23/13

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rachel Erin Morris, Notary Public
Media Boro, Delaware County
My Commission Expires Sept. 23, 2013
Member, Pennsylvania Association of Notaries

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 23rd day of NOVEMBER, 2008 by Mary Lou Brown, in the capacity and for the purposes and consideration recited herein.



Jo Ann P. Hall
Notary Public, State of Texas
Printed Name: JO ANN HALL
My Commission Expires:

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ____ day of _____, 2008 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires:

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664



County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0836-01-013

Property Description
for Parcel 4

BEING a 52.631 acre parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod, being 9.21 feet right of Proposed Baseline Station 979+18.46, for the POINT OF BEGINNING and the southeast corner of a tract of land described as 13.00 acres conveyed from Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

- (1) THENCE North 19° 46' 45" West a distance of 871.40 feet, along the west line of said 460 acre tract and the east line of said 13.00 acre tract, to a found 3/8 inch iron rod;
- (2) THENCE North 21° 04' 38" West a distance of 1,287.36 feet, along the west line of said 460 acre tract and the east line of a tract of land described as 11.96 acres conveyed from Carl Leroy Champlin and wife, Anita K. Champlin, to Leonard G. Hyden, by deed dated December 30, 1993 and recorded in Volume 2480, Page 183 of the Williamson County Deed Records, to a fence post;

- (3) THENCE South $82^{\circ} 23' 28''$ West a distance of 59.38 feet, along the north line of said 11.96 acre tract, to the existing east right-of-way line of State Highway 195, being on a curve to the left;
- (4) THENCE northwesterly a distance of 350.77 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of $24^{\circ} 33' 14''$, a radius of 818.51 feet, a chord bearing of North $05^{\circ} 37' 36''$ West, and a chord distance of 348.09 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the left;
- (5) THENCE North $17^{\circ} 02' 23''$ West 115.86 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the left;
- (6) THENCE northwesterly 605.02 feet, along the existing east right-of-way of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of $14^{\circ} 44' 23''$, a radius of: 2,351.83 feet, a chord bearing of North $13^{\circ} 25' 54''$ West, and a chord distance of 603.35 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the left;
- (7) THENCE North $20^{\circ} 31' 22''$ West a distance of 181.50 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument;
- (8) THENCE North $11^{\circ} 31' 13''$ West a distance of 240.44 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the left;
- (9) THENCE northwesterly a distance of 533.50 feet, along the existing east right-of-way line of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of $20^{\circ} 45' 37''$, a radius of 1,472.39 feet, a chord bearing of North $21^{\circ} 58' 06''$ West, and a chord distance of 530.59 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the left;
- (10) THENCE North $31^{\circ} 35' 58''$ West a distance of 146.72 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a point for corner;

- (11) THENCE North $20^{\circ} 46' 49''$ West a distance of 1,125.05 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the right;
- (12) THENCE northeasterly a distance of 1,271.65 feet, along the existing east right-of-way line of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the right, having a central angle of $25^{\circ} 58' 37''$, a radius of 2,804.79 feet, a chord bearing of North $07^{\circ} 45' 07''$ West, and a chord distance of 1,260.78 feet, to a found Texas Department of Transportation Type I concrete monument for the end of said curve to the right;
- (13) THENCE North $05^{\circ} 13' 33''$ East a distance of 462.34 feet, along the existing east right-of-way line of said State Highway 195 and the west line of said 460 acre tract, to a found Texas Department of Transportation Type I concrete monument for the beginning of a curve to the left;
- (14) THENCE northeasterly a distance of 84.26 feet, along the existing east right-of-way line of said State Highway 195, the west line of said 460 acre tract, and the arc of said curve to the left, having a central angle of $05^{\circ} 03' 20''$, a radius of 954.93 feet, a chord bearing of North $27^{\circ} 49' 44''$ East, and a chord distance of 84.23 feet, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 906+34.42;
- (15) THENCE South $05^{\circ} 13' 54''$ West a distance of 16.70 feet, along the proposed east right-of-way line of said State Highway 195 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 906+51.12, for the beginning of a curve to the left;
- (16) THENCE southeasterly, passing at a distance of 719.47 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap stamped "COA", being 150.00 feet left of Proposed Baseline Station 914+00.00, for the beginning of a Control of Access line, and continuing a total distance of 1,391.98 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, and the arc of said curve to the left, having a central angle of $21^{\circ} 43' 59''$, radius 3,669.72', a chord bearing of South $05^{\circ} 38' 06''$ East, and a chord distance of 1,383.65 feet, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 921+00.00, for the end of said curve to the left;

- (17) THENCE South $20^{\circ} 03' 50''$ East, passing at a distance of 168.09 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, passing at a distance of 248.09 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, passing at a distance of 309.61 feet a set Texas Department of Transportation Type II concrete monument and continuing a total distance of 587.11 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 927+00.00, for the beginning of a curve to the left;
- (18) THENCE southeasterly a distance of 517.18 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195, said Control of Access line, and the arc of said curve to the left, having a central angle of $10^{\circ} 33' 39''$, a radius of 2,805.81', a chord bearing of South $32^{\circ} 28' 56''$ East, and a chord distance of 516.45 feet to a set Texas Department of Transportation Type II concrete monument, being 249.80 feet left of Proposed Baseline Station 932+06.71;
- (19) THENCE South $37^{\circ} 39' 59''$ East a distance of 925.62 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 510.00 feet left of Proposed Baseline Station 940+95.00;
- (20) THENCE South $33^{\circ} 03' 09''$ East a distance of 418.72 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 595.00 feet left of Proposed Baseline Station 945+05.00;
- (21) THENCE South $09^{\circ} 32' 28''$ East a distance of 229.86 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 548.00 feet left of Proposed Baseline Station 947+30.00;
- (22) THENCE South $09^{\circ} 14' 13''$ West a distance of 93.71 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 500.33 feet left of Proposed Baseline Station 948+10.68;
- (23) THENCE South $08^{\circ} 39' 32''$ West a distance of 420.68 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 951+75.00;

- (24) THENCE South $21^{\circ} 20' 24''$ East a distance of 640.00 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 958+15.00;
- (25) THENCE South $16^{\circ} 20' 52''$ East, passing at a distance of 613.33 feet a set Texas Department of Transportation Type II concrete monument, passing at a distance of 779.16 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, and continuing a total distance of 1,023.34 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00;
- (26) THENCE South $04^{\circ} 22' 26''$ East a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the beginning of a curve to the right;
- (27) THENCE southeasterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195, said Control of Access line, and the arc of said curve to the right, having a central angle of $06^{\circ} 06' 00''$, a radius of 5,904.58 feet, a chord bearing of South $12^{\circ} 33' 00''$ East, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the end of said curve to the right;
- (28) THENCE South $05^{\circ} 18' 20''$ East a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195 and said Control of Access line, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00, for the end of said Control of Access line;
- (29) THENCE North $73^{\circ} 26' 27''$ East a distance of 434.14 feet, along the proposed north right-of-way line of Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;
- (30) THENCE South $67^{\circ} 52' 24''$ West a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a fence post;

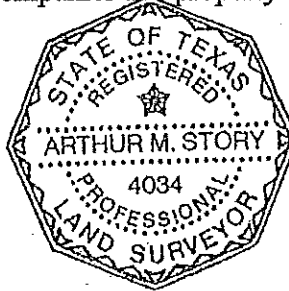
- (31) THENCE South 54° 58' 20" West a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to the POINT OF BEGINNING and containing 52.631 acres of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388

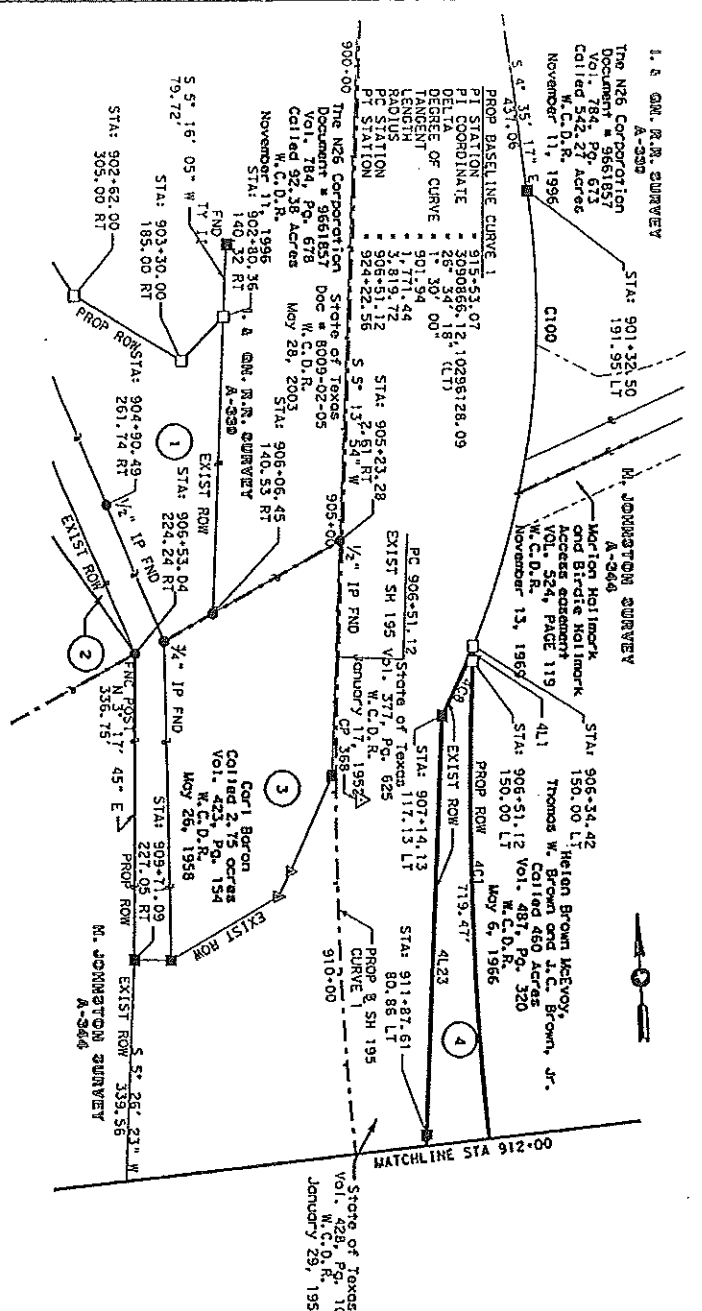


A handwritten signature in black ink, appearing to be "A. M. Story", written over a horizontal line.

9/28/04

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

Date



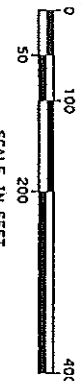
EXISTING ACREAGE	TAKING ACRES	APPROX. REMAINDER ACREAGE	
		LEFT	RIGHT
APPROX. 321	52.631	288.73	

PARCEL	LINE NO.	LINE TABLE BEARING		DISTANCE
		LEFT	RIGHT	
4	4L1	S 05° 13' 54" W	16.70	
	4L2	S 20° 03' 50" E	587.11	
	4L3	S 37° 39' 59" E	925.62	
	4L4	S 33° 03' 09" E	418.72	
	4L5	S 09° 32' 28" E	229.86	
	4L6	S 08° 14' 13" W	93.71	
	4L7	S 08° 39' 32" W	420.68	
	4L8	S 21° 20' 24" E	640.00	
	4L9	S 16° 20' 52" E	1023.34	
	4L10	S 04° 22' 26" E	190.37	
	4L11	S 05° 18' 20" E	165.03	
	4L12	N 73° 26' 27" E	434.14	
	4L13	S 67° 52' 24" W	385.38	
	4L14	S 54° 58' 20" W	260.67	
	4L15	N 19° 46' 45" W	871.40	
	4L16	N 21° 04' 38" W	1287.35	
	4L17	S 82° 23' 28" W	59.38	
	4L18	N 17° 02' 23" W	115.86	
	4L19	N 20° 31' 22" W	181.50	
	4L20	N 11° 31' 13" W	240.44	
	4L21	N 31° 35' 58" W	146.72	
	4L22	N 20° 46' 49" W	1125.05	
	4L23	N 05° 13' 33" E	462.34	

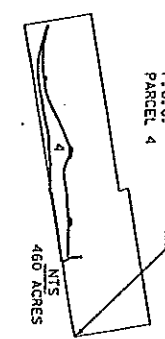
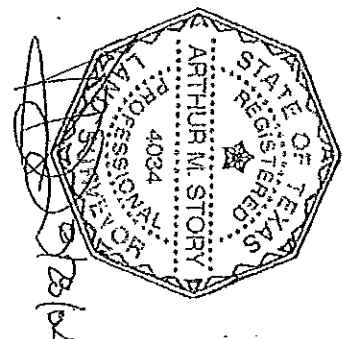
CURVE	RADIUS	LENGTH	DELTA	CHORD BRC	
				CHORD	BRC
C100	954.93	509.71	30° 34' 57"	510° 00' 35" W	503.68

CURVE	RADIUS	LENGTH	DELTA	CHORD BRC	
				CHORD	BRC
4C1	3,669.72	1,391.98	21° 43' 59"	S 05° 38' 06" E	1,383.65
4C2	2,805.81	517.18	10° 33' 39"	S 32° 28' 58" E	516.45
4C3	5,904.58	628.63	06° 06' 00"	S 12° 33' 00" E	628.33
4C4	818.51	350.77	24° 33' 14"	N 05° 37' 35" W	348.09
4C5	2251.83	603.02	14° 44' 23"	N 13° 25' 54" W	603.35
4C6	1472.39	533.50	20° 45' 37"	N 21° 58' 06" W	530.59
4C7	2804.79	1271.65	25° 58' 37"	N 07° 45' 07" W	1260.78
4C8	954.93	84.26	08° 03' 20"	N 27° 49' 44" E	84.23

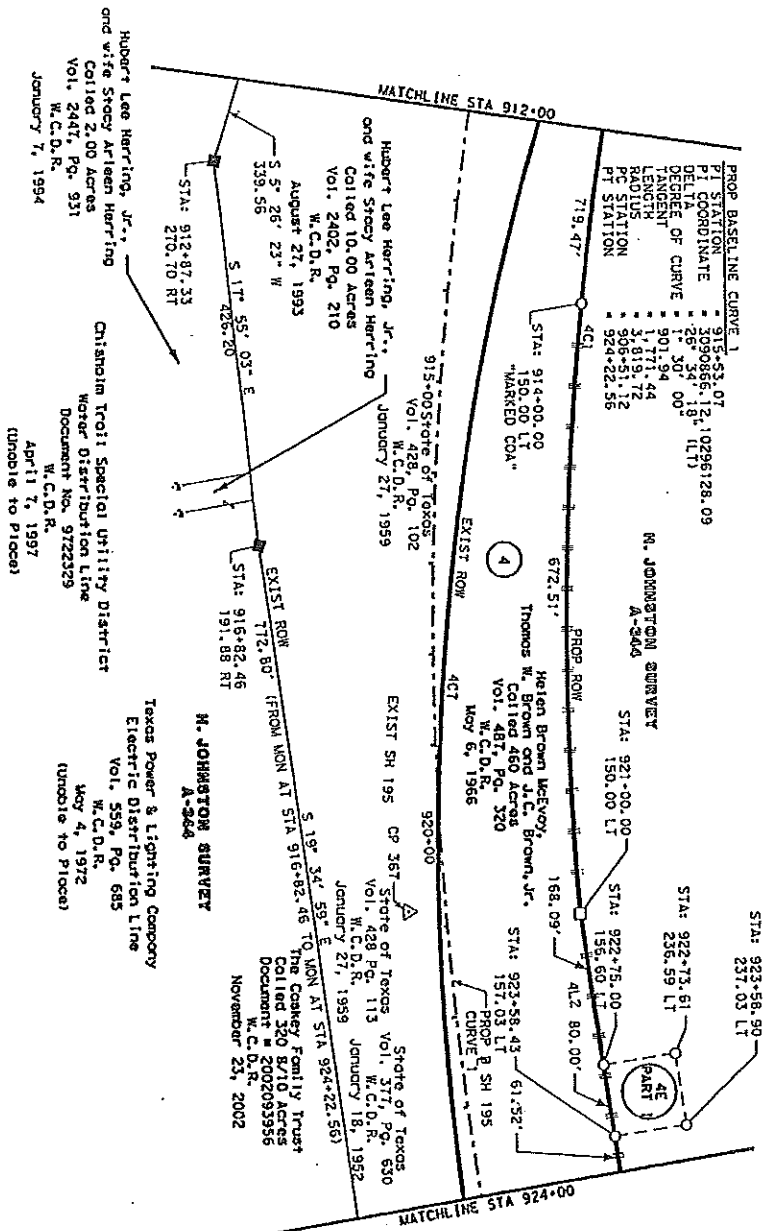
NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1983 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
PARCEL 4
SHEET 7 OF 12
ROW CSJ NO. 0836-01-013
STATE HIGHWAY 195 WILLIAMSON COUNTY
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6368
September 28, 2004



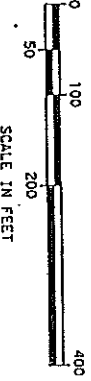
- LEGEND
- FOUND CORNER (AS DESCRIBED)
 - 1/4" IRON ROD W/ ALUMINUM CAP SET
 - 1/4" IRON ROD W/ PLASTIC CAP SET
 - CONCRETE MONUMENT SET (TYPE 11)
 - FOUND CONCRETE MONUMENT (TYPE 11)
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - P.O.E. POINT OF ENCUMBRANCE
 - BASE LINE / CENTERLINE
 - SURVEY LINE
 - PROPERTY LINE
 - PROP ROW
 - EXIST ROW
 - CONST EASEMENT (TEMPORARY)
 - DRAINAGE EASEMENT (PERMANENT)
 - CONTROL OF ACCESS
 - 1/4" LINE ON CURVE NUMBER
 - 1/4" LINE (E-CURVE)
 - 1/4" LINE (E-CURVE)



- LEGEND**
- FOUND CORNER (AS DESCRIBED)
 - 1/4" IRON ROD W/ ALUMINUM CAP SET
 - 1/4" IRON ROD W/ PLASTIC CAP SET
 - "RODS SURVEYING"
 - CONCRETE MONUMENT SET (TYPE 1)
 - FOUND CONCRETE MONUMENT (TYPE 1)
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BASE LINE / CENTERLINE
 - SURVEY LINE
 - PROPERTY LINE
 - EXIST. ROW
 - PROP. ROW
 - CONST. EASEMENT (TEMPORARY)
 - DRAINAGE EASEMENT (PERMANENT)
 - CONTROL OF ACCESS
 - 1-LINE OR CURVE NUMBER
 - 1-LINE (C-CURVE)
 - 2-TRACT (E-EASEMENT OF TRACT 6)

NOTE:

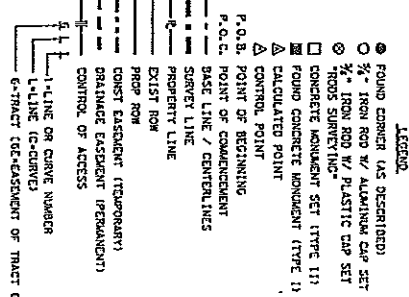
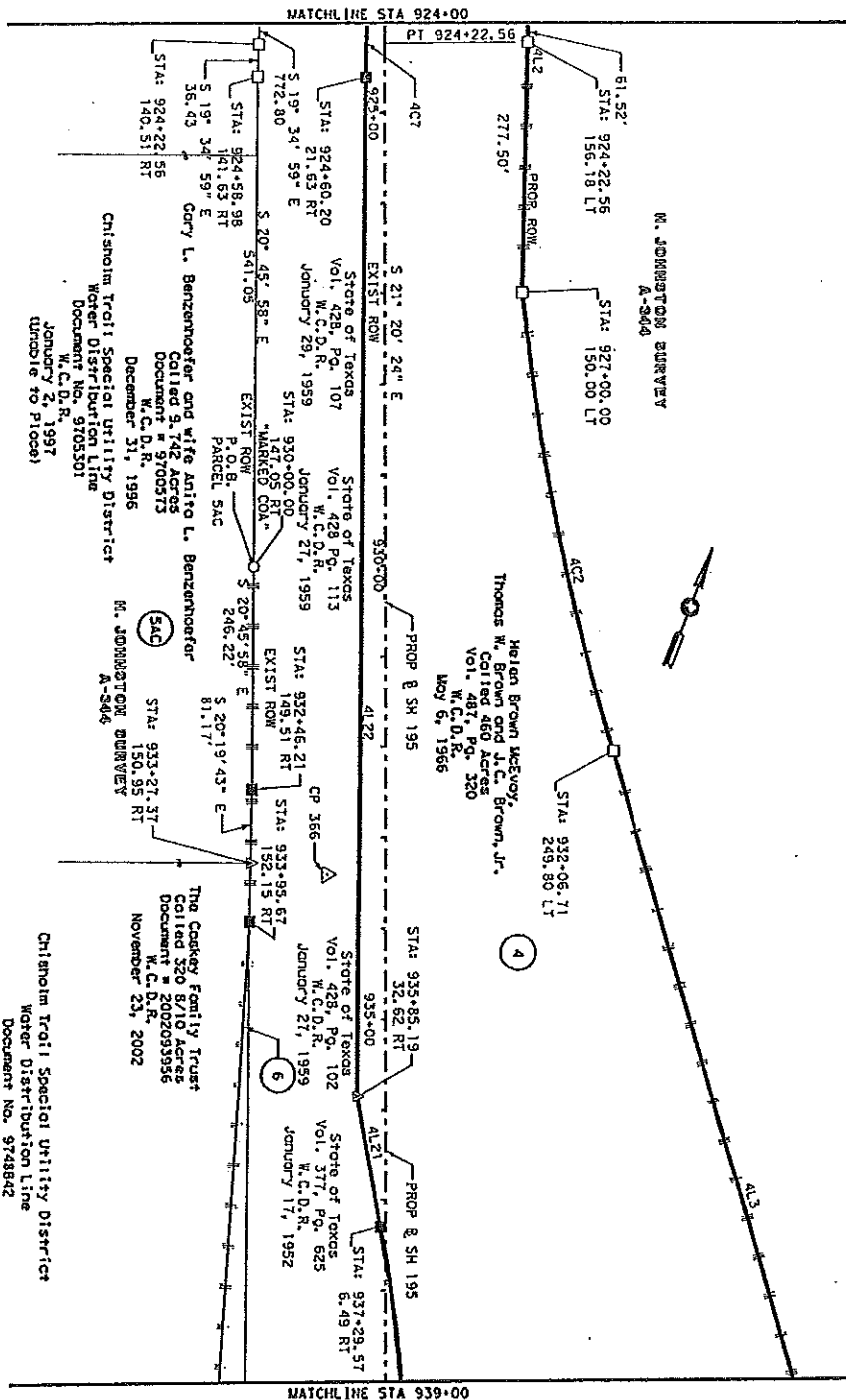
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.



RIGHT OF WAY PLAT
 SHOWING PROPERTY OF
PARCEL 4

ROW CSJ NO. 0836-01-013
 STATE HIGHWAY 195 WILLIAMSON COUNTY
 RODS SURVEYING INC.
 6810 LEE ROAD SPRING, TX 77379
 (281) 379-6388
 SCALE: 1"=200' September 28, 2004

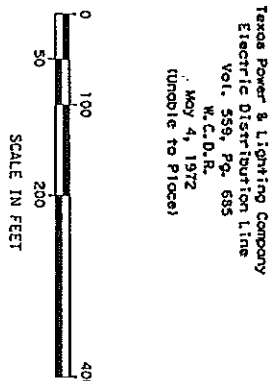
NOTE:
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VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF
1.000120.

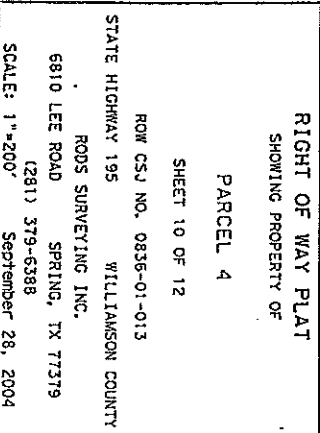


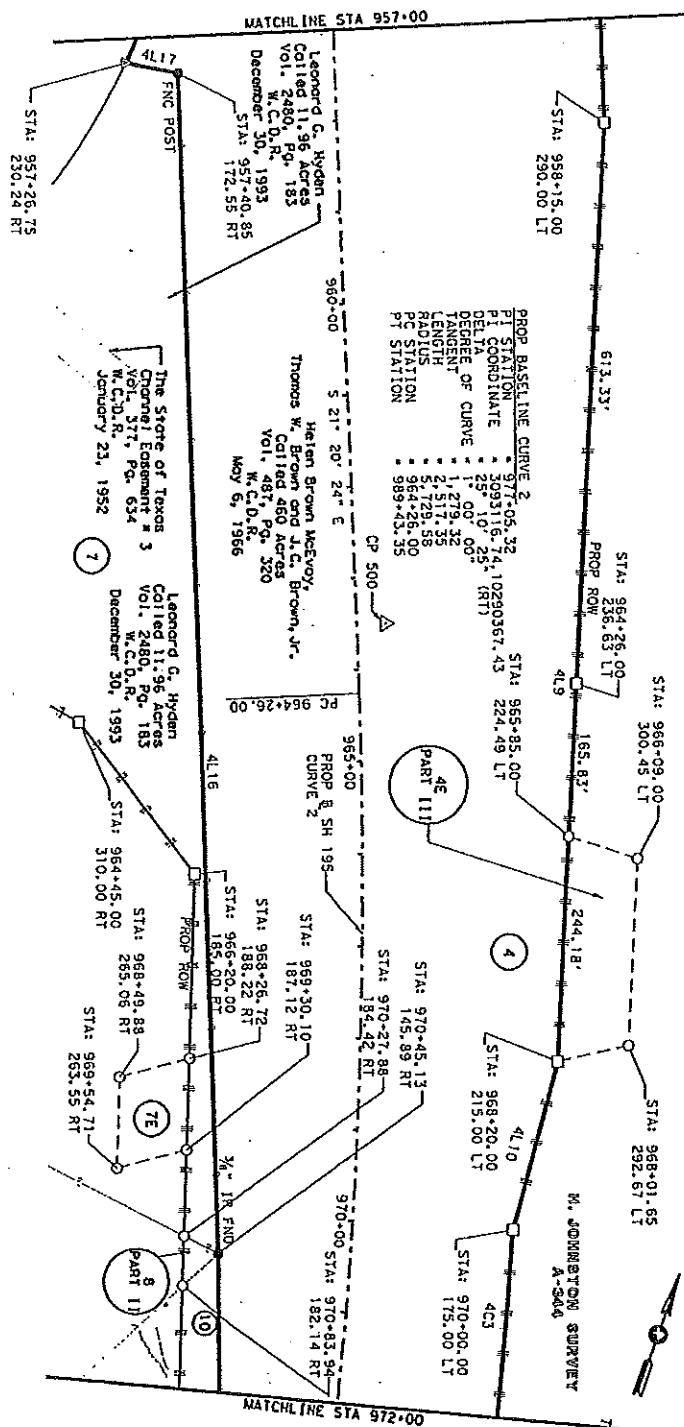
RIGHT OF WAY PLAT
SHOWING PROPERTY OF

PARCEL 4
SHEET 9 OF 12

ROW CSJ NO. 0836-01-013
STATE HIGHWAY 195 WILLIAMSON COUNTY
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388
SCALE: 1"=200' September 28, 2004







LEGEND

- FOUND CORNER (AS DESCRIBED)
- ¾" IRON ROD W/ ALUMINUM CAP SET
- ⊗ ¾" IRON ROD W/ PLASTIC CAP SET
- "FOOT SURVEY LINE"
- ▣ CONCRETE MONUMENT SET (TYPE 1)
- △ FOUND CONCRETE MONUMENT (TYPE 1)
- ▲ CALCULATED POINT
- △ CONTROL POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- BASE LINE / CENTER LINES
- SURVEY LINE
- PROPERTY LINE
- EXIST ROW
- PROP ROW
- CONST EASEMENT (TEMPORARY)
- DRAINAGE EASEMENT (PERMANENT)
- CONTROL OF ACCESS
- 1" LINE OR CURVE NUMBER
- 6" TRAIL (2-CURVE)

0-TRAIL (2-EASEMENT OR TRACT



SCALE IN FEET

RIGHT OF WAY PLAT

SHOWING PROPERTY OF

PARCEL 4

SHEET 11 OF 12

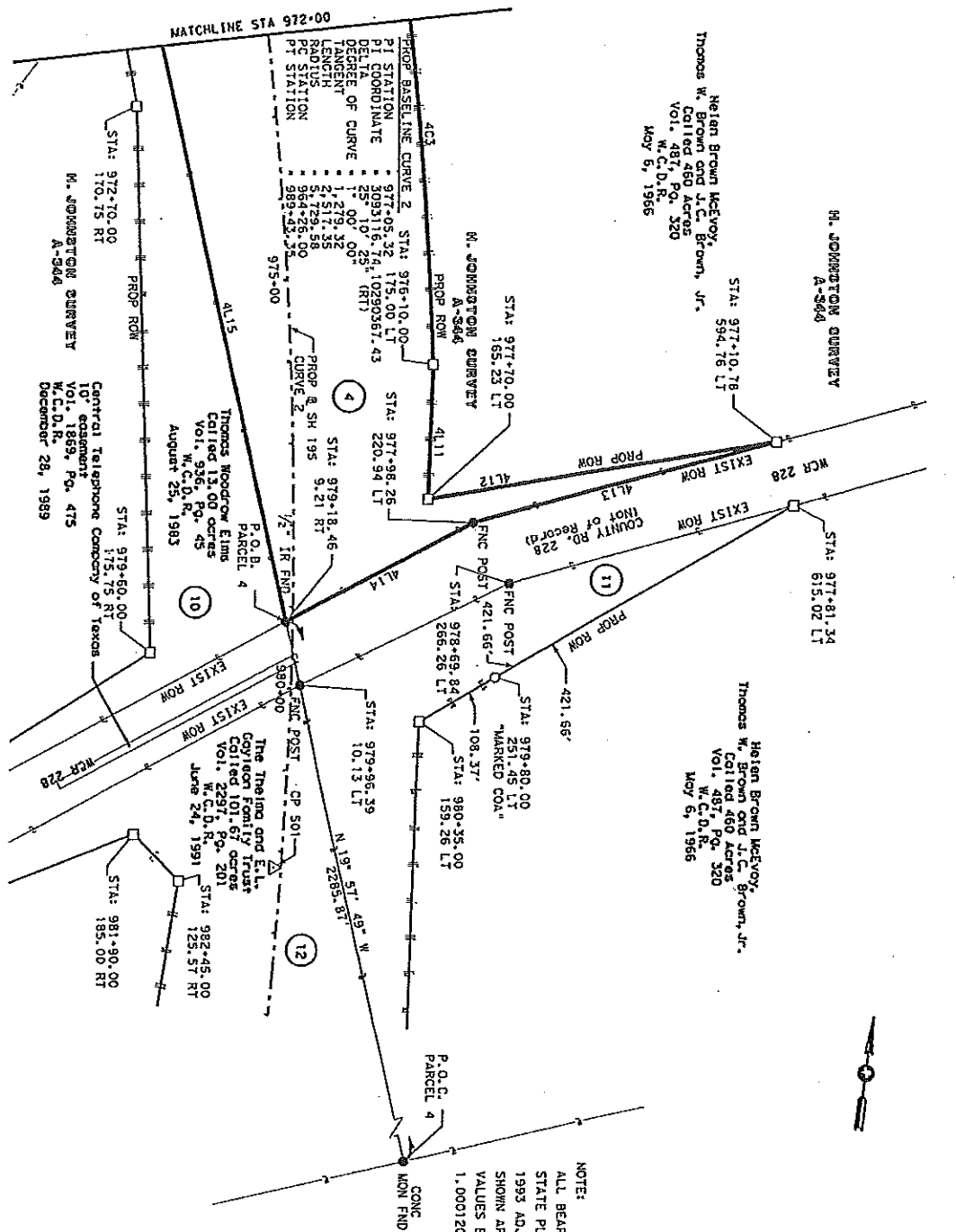
ROW CSJ NO. 0836-01-013

STATE HIGHWAY 195 WILLIAMSON COUNTY

[illegible]

(281) 379-6388

SCALE: 1"=200' September 28, 2004



NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,
1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID
VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF
1.000120.

- LEGEND
- FOUND CORNER (AS DESCRIBED)
 - 3/4" IRON ROD W/ ALUMINUM CAP SET
 - 3/4" IRON ROD W/ PLASTIC CAP SET
 - ⊗ "RODS SURVEYING"
 - ⊠ CONCRETE MONUMENT SET TYPE 111
 - ⊡ FOUND CONCRETE MONUMENT TYPE 11
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BASE LINE / CENTER LINES
 - SURVEY LINE
 - PROPERTY LINE
 - EXIST ROW
 - PROP ROW
 - CONGT EASEMENT (TIDE/ORDNRY)
 - SHALOWR EASEMENT (PERMANENT)
 - CONTROL OF ACCESS
 - 1 LINE OR CURVE NUMBER
 - 1-2 LINE (C-C) CENTER
 - 6-TRACT (E-C) EASEMENT OF TRACT 6

RIGHT OF WAY PLAT
SHOWING PROPERTY OF

PARCEL 4

SHEET 12 OF 12

ROW CSJ NO. 0836-01-013

STATE HIGHWAY 195 WILLIAMSON COUNTY

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=200' September 28, 2004



County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0836-01-013

Property Description
for Easement 4E Part 1

BEING a 0.147 acre (6,400 square feet) parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod for the southeast corner of a tract of land described as 13.00 acres conveyed from The Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

THENCE North 54° 58' 20" East a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;

THENCE North 67° 52' 24" East a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;

THENCE South 73° 26' 27" West a distance of 434.14 feet, along the proposed north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00;

THENCE North 05° 18' 20" West a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the beginning of a curve to the left;

THENCE northwesterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195 and the arc of said curve to the left, having a central angle of 06° 06' 00", a radius of 5,904.58 feet, a chord bearing of North 12° 33' 00" West, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the end of said curve to the left;

THENCE North 04° 22' 26" West a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00;

THENCE North 16° 20' 52" West, passing at a distance of 244.18 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, and continuing a total distance of 1,023.34 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 958+15.00;

THENCE North 21° 20' 24" West a distance of 640.00 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 951+75.00;

THENCE North 08° 39' 32" East a distance of 420.68 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 500.33 feet left of Proposed Baseline Station 948+10.68;

THENCE North 09° 14' 13" East a distance of 93.71 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 548.00 feet left of Proposed Baseline Station 947+30.00;

THENCE North 09° 32' 28" West a distance of 229.86 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 595.00 feet left of Proposed Baseline Station 945+05.00;

THENCE North $33^{\circ} 03' 09''$ West a distance of 418.72 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 510.00 feet left of Proposed Baseline Station 940+95.00;

THENCE South $37^{\circ} 39' 59''$ East a distance of 925.62 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 249.80 feet left of Proposed Baseline Station 932+06.71, for the beginning of a curve to the right;

THENCE northwesterly a distance of 517.18 feet, crossing said 460 acre tract, along the proposed east right-of-way line of said State Highway 195 and the arc of said curve to the right, having a central angle of $10^{\circ} 33' 39''$, a radius of 2,805.81', a chord bearing of North $32^{\circ} 28' 56''$ West, and a chord distance of 516.45 feet, to a set Texas Department of Transportation Type II concrete monument, being 150.00 feet left of Proposed Baseline Station 927+00.00, for the end of said curve to the right;

THENCE North $20^{\circ} 03' 50''$ West a distance of 339.02 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 157.03 feet left of Proposed Baseline Station 923+58.43, to the POINT OF BEGINNING;

- (1) THENCE North $20^{\circ} 03' 50''$ West a distance of 80.00 feet, along the west line of said proposed drainage easement, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 156.60 feet left of Proposed Baseline Station 922+75.00;
- (2) THENCE North $69^{\circ} 56' 22''$ East a distance of 80.00 feet, along the north line of a proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 236.59 feet left of Proposed Baseline Station 922+73.61;
- (3) THENCE South $20^{\circ} 03' 50''$ East a distance of 80.00 feet, along the east line of said proposed drainage easement, crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 237.03 feet left of Proposed Baseline Station 923+58.90;

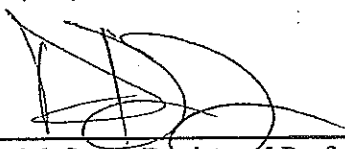
- (4) THENCE South $69^{\circ} 56' 22''$ West a distance of 80.00 feet, along the south line of said proposed drainage easement and crossing said 460 acre tract, to the POINT OF BEGINNING and containing 0.147 acres (6,400 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388



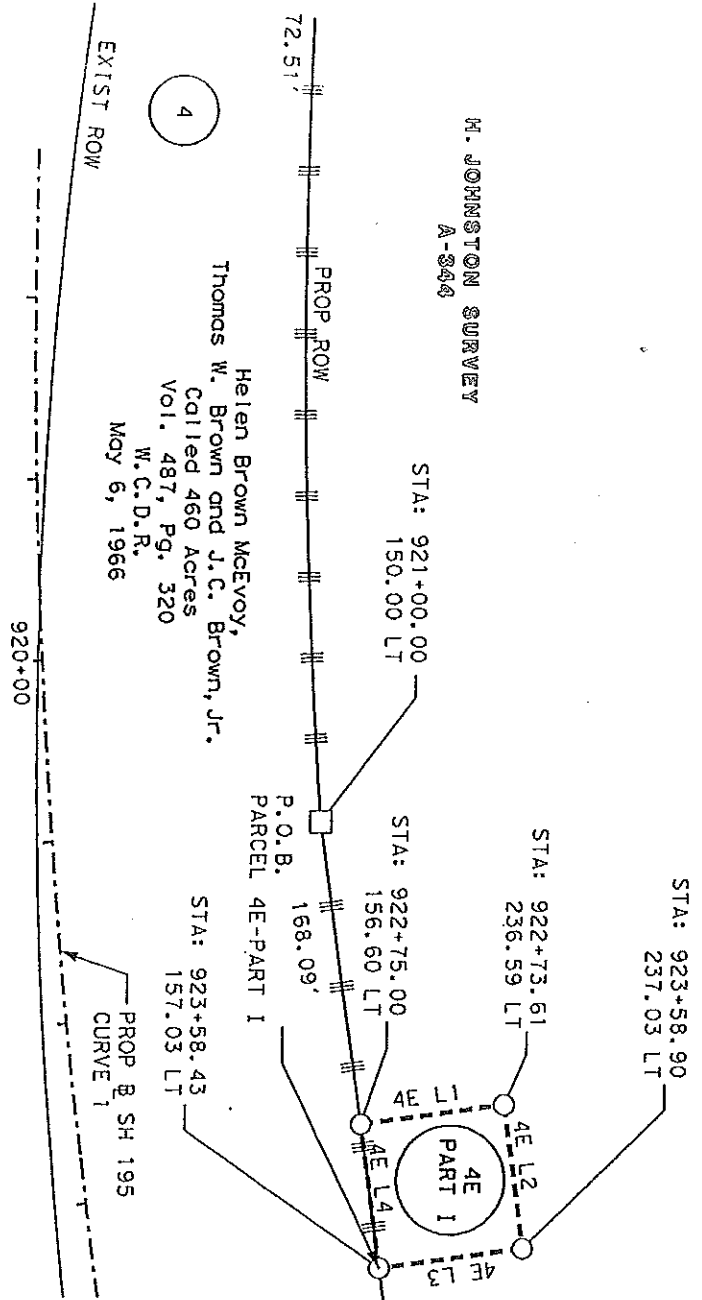

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

9/28/04
Date

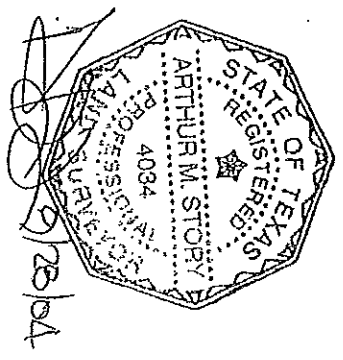
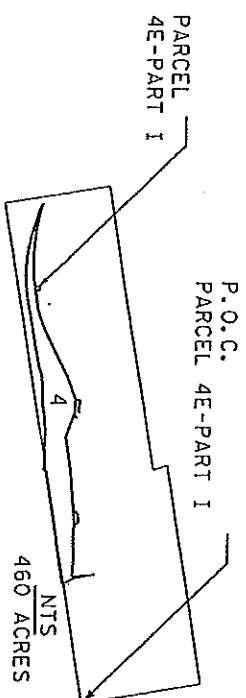
PARCEL	LINE NO.	BEARING	DISTANCE
4E-PART I	4E L1	N 69° 56' 22" E	80.00
	4E L2	S 20° 03' 50" E	80.00
	4E L3	S 69° 56' 22" W	80.00
	4E L4	N 20° 03' 50" W	80.00
EXISTING ACREAGE	TAKING ACRES		
APPROX. 321	APPROX. REMAINDER		
	LEFT RIGHT		
	6,400 sq ft		

**M. JOHNSTON SURVEY
A-344**

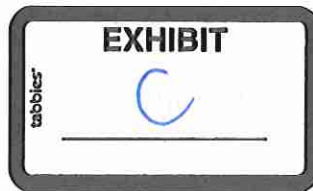
Helen Brown McEvoy,
 Thomas W. Brown and J.C. Brown, Jr.
 Coiled 460 Acres
 Vol. 487, Pg. 320
 W.C.D.R.
 May 6, 1966



- LEGEND**
- FOUND CORNER (AS DESCRIBED)
 - 3/4" IRON ROD W/ ALUMINUM CAP SET
 - ⊙ 3/4" IRON ROD W/ PLASTIC CAP SET
 - ⊠ RODS SURVEYING
 - ⊠ CONCRETE MONUMENT SET (TYPE 11)
 - ⊠ FOUND CONCRETE MONUMENT (TYPE 1)
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BASE LINE / CENTERLINE
 - SURVEY LINE
 - PROPERTY LINE
 - EXIST ROW
 - PROP ROW
 - CONIT EASEMENT (TEMPORARY)
 - DRAINAGE EASEMENT (PERMANENT)
 - CONTROL OF ACCESS
 - L-LINE OR CURVE NUMBER
 - L-LINE (C-CURVE)
 - EXTRACT REC-EASEMENT OF TRACT 63
- NOTE:**
 ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1983 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.



RIGHT OF WAY PLAT
 SHOWING PROPERTY OF
 PARCEL 4E PART I
 SHEET 5 OF 5
 ROW CSJ NO. 0836-01-013
 STATE HIGHWAY 195 WILLAMSON COUNTY
 RODS SURVEYING INC.
 6810 LEE ROAD SPRING, TX 77379
 (281) 379-6388
 SCALE: 1"=100' September 28, 2004



County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0836-01-013

Property Description
for Easement 4E Part 2

BEING a 0.508 acre (22,133 square feet) parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod for the southeast corner of a tract of land described as 13.00 acres conveyed from The Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

THENCE North 54° 58' 20" East a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;

THENCE North 67° 52' 24" East a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;

THENCE South $73^{\circ} 26' 27''$ West a distance of 434.14 feet, along the proposed north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00;

THENCE North $05^{\circ} 18' 20''$ West a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the beginning of a curve to the left;

THENCE northwesterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195 and the arc of said curve to the left, having a central angle of $06^{\circ} 06' 00''$, a radius of 5,904.58 feet, a chord bearing of North $12^{\circ} 33' 00''$ West, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the end of said curve to the left;

THENCE North $04^{\circ} 22' 26''$ West a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00;

THENCE North $16^{\circ} 20' 52''$ West, passing at a distance of 244.18 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, and continuing a total distance of 1,023.34 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 958+15.00;

THENCE North $21^{\circ} 20' 24''$ West a distance of 640.00 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 290.00 feet left of Proposed Baseline Station 951+75.00;

THENCE North $08^{\circ} 39' 32''$ East a distance of 420.68 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 500.33 feet left of Proposed Baseline Station 948+10.68, for the POINT OF BEGINNING;

- (1) THENCE North $09^{\circ} 14' 13''$ East a distance of 93.71 feet, along the west line of said proposed drainage easement, the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 548.00 feet left of Proposed Baseline Station 947+30.00;


- (2) THENCE North $09^{\circ} 32' 28''$ West a distance of 229.86 feet, along the west line of said proposed drainage easement, the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 595.00 feet left of Proposed Baseline Station 945+05.00;
- (3) THENCE North $85^{\circ} 52' 11''$ East a distance of 80.00 feet, along the north line of a proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 671.42 feet left of Proposed Baseline Station 945+28.67;
- (4) THENCE South $04^{\circ} 07' 54''$ East a distance of 320.00 feet, along the east line of said proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 576.75 feet left of Proposed Baseline Station 948+34.35;
- (5) THENCE South $85^{\circ} 52' 11''$ West a distance of 80.00 feet, along the south line of said proposed drainage easement and crossing said 460 acre tract, to the POINT OF BEGINNING and containing 0.508 acres (22,133 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

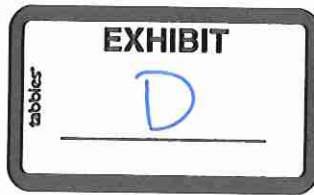
Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388




Arthur M. Story, Registered Professional Land Surveyor, No. 4034


Date

NOTE: ALL BEARRINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000120.



County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0836-01-013

Property Description
for Easement 4E Part 3

BEING a 0.396 acre (17,268 square feet) parcel of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North 19° 57' 49" West a distance of 2,285.87 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the north line of said Williamson County Road No. 228 and a found 1/2 inch iron rod for the southeast corner of a tract of land described as 13.00 acres conveyed from The Veterans Land Board of Texas to Thomas Woodrow Elms by deed dated August 25, 1983 and recorded in Volume 936, Page 45 of the Williamson County Deed Records;

THENCE North 54° 58' 20" East a distance of 260.67 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;

THENCE North 67° 52' 24" East a distance of 385.38 feet, along the existing north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract to a set Texas Department of Transportation Type II concrete monument, being 594.76 feet left of Proposed Baseline Station 977+10.78;

THENCE South 73° 26' 27" West a distance of 434.14 feet, along the proposed north right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 165.23 feet left of Proposed Baseline Station 977+70.00;

THENCE North 05° 18' 20" West a distance of 165.03 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 976+10.00, for the beginning of a curve to the left;

THENCE northwesterly a distance of 628.63 feet, crossing said 460 acre tract and along the proposed east right-of-way line of said State Highway 195, and the arc of said curve to the left, having a central angle of 06° 06' 00", a radius of 5,904.58 feet, a chord bearing of North 12° 33' 00" West, and a chord distance of 628.33 feet, to a set Texas Department of Transportation Type II concrete monument, being 175.00 feet left of Proposed Baseline Station 970+00.00, for the end of said curve to the left;

THENCE North 04° 22' 26" West a distance of 190.37 feet, along the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 215.00 feet left of Proposed Baseline Station 968+20.00, for the POINT OF BEGINNING;

- (1) THENCE North 16° 20' 52" West a distance of 244.18 feet, along the west line of said proposed drainage easement, the proposed east right-of-way line of said State Highway 195, crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 224.49 feet left of Proposed Baseline Station 965+85.00;
- (2) THENCE North 88° 39' 12" East a distance of 80.00 feet, along the north line of a proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 300.45 feet left of Proposed Baseline Station 966+09.00;
- (3) THENCE South 16° 20' 52" East a distance of 202.76 feet, along the east line of said proposed drainage easement and crossing said 460 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 292.67 feet left of Proposed Baseline Station 968+01.65;

- (4) THENCE South $58^{\circ} 38' 54''$ West a distance of 80.00 feet, along the south line of said proposed drainage easement and crossing said 460 acre tract, to the POINT OF BEGINNING and containing 0.396 acres (17,268 square feet) of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388

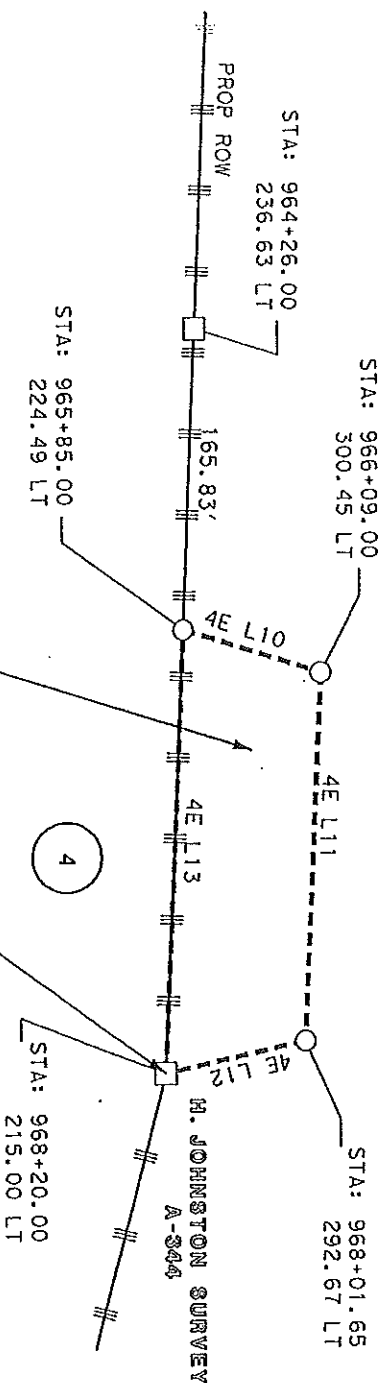


A handwritten signature in black ink, appearing to be "A. Story", written over a horizontal line.

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

9/28/04
Date

NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,
1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID
VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF
1.000120.

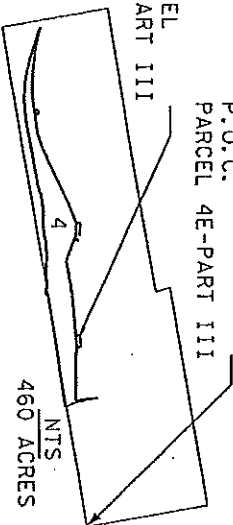


4E
PART III

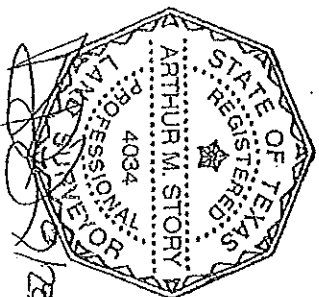
P.O.B.
PARCEL 4E-PART III
Helen Brown McEvoy,
Thomas W. Brown and J.C. Brown, Jr.
Coiled 460 Acres
Vol. 487, Pg. 320
W.C.D.R.
May 6, 1966

PARCEL
4E-PART III

P.O.C.
PARCEL 4E-PART III



- LEGEND
- FOUND CORNER (AS DESCRIBED)
 - 1/4" IRON ROD W/ ALUMINUM CAP SET
 - ⊗ 3/4" IRON ROD W/ PLASTIC CAP SET
 - CONCRETE MONUMENT SET (TYPE 1)
 - FOUND CONCRETE MONUMENT (TYPE 1)
 - △ CALCULATED POINT
 - △ CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BASE LINE / CENTERLINE
 - SURVEY LINE
 - PROPERTY LINE
 - EXIST ROW
 - PROP ROW
 - COAST ELEVANT (TEMPORARY)
 - DRAINAGE ELEVANT (PERMANENT)
 - CONTROL OF ACCESS
 - L-LINE OR CURVE NUMBER
 - L-LINE (RECORDED)
 - E-TRACT (RECORDED OR TRACT 6)



RIGHT OF WAY PLAT
SHOWING PROPERTY OF

PARCEL 4E PART III

SHEET 4 OF 4

ROW CSJ NO. 0836-01-013

STATE HIGHWAY 195 WILLIAMSON COUNTY

RODS SURVEYING INC.

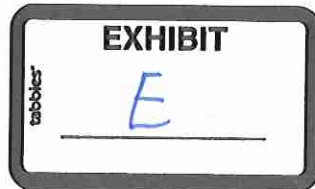
6810 LEE ROAD SPRING, TX 77379

(281) 379-6368

SCALE: 1"=100' September 28, 2004

LINE TABLE		
PARCEL	LINE NO.	BEARING
4E-PART III	4E L10	N 88° 39' 12" E
	4E L11	S 16° 20' 52" E
	4E L12	S 58° 38' 54" W
	4E L13	N 16° 20' 52" W
DISTANCE		
4E-PART III	4E L10	80.00
	4E L11	202.76
	4E L12	80.00
	4E L13	244.18

EXISTING ACREAGE	
APPROX. 321	0.396
TAKING ACRES	
APPROX. REMAINDER	
LEFT	RIGHT
17,268 sq ft	



County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0836-01-013

Property Description
for Parcel 11

BEING a 1.807 acre tract of land located in Williamson County, Texas, situated in the H. Johnston Survey, Abstract 344, and being part of a tract of land described as 460 acres conveyed from J. C. Brown and wife, Madge H. Brown, to Helen Brown McEvoy, Thomas W. Brown and J. C. Brown, Jr. by deed dated May 6, 1966 and recorded in Volume 487, Page 320 of the Williamson County Deed Records.

COMMENCING at a found concrete monument, being 813.24 feet left of Proposed Baseline Station 1000+78.90, for the southwest corner of said 460 acre tract and the southeast corner of a tract of land described as 101.67 acres conveyed from E. L. Gaylean to The Thelma and E. L. Gaylean Family Trust by deed dated June 24, 1991 and recorded in Volume 2297, Page 201 of the Williamson County Deed Records;

THENCE North $19^{\circ} 57' 49''$ West a distance of 1,616.28 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 183.59 feet left of Proposed Baseline Station 985+50.49, for the POINT OF BEGINNING;

- (1) THENCE North $19^{\circ} 57' 49''$ West a distance of 589.29 feet, along the west line of said 460 acre tract and the east line of said 101.67 acre tract, to the existing south right-of-way line of Williamson County Road No. 228 and the northeast corner of said 101.67 acre tract;
- (2) THENCE North $56^{\circ} 53' 26''$ East a distance of 287.04 feet, along the existing south right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a fence post;
- (3) THENCE North $67^{\circ} 22' 16''$ East a distance of 361.54 feet, along the existing south right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract; to a set Texas Department of Transportation Type II concrete monument, being 615.02 feet left of Proposed Baseline Station 977+81.34;

- (4) THENCE South $52^{\circ} 45' 35''$ West, passing at a distance of 421.66 feet a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap stamped "COA", being 251.45 feet left of Proposed Baseline Station 979+80.00, for the beginning of a Control of Access line, and continuing for a total distance 530.03 feet, along the proposed south right-of-way line of said Williamson County Road No. 228 and crossing said 460 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 159.26 feet left of Proposed Baseline Station 980+35.00;
- (5) THENCE South $05^{\circ} 17' 39''$ East a distance of 531.29 feet, along the proposed east right-of-way line of State Highway 195 and said Control of Access line, crossing said 460 acre tract, to the POINT OF BEGINNING and containing 1.807 acres of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

A plat of even survey date herewith accompanies this property description.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388



A handwritten signature in black ink, appearing to be "A. M. Story", written over a horizontal line.

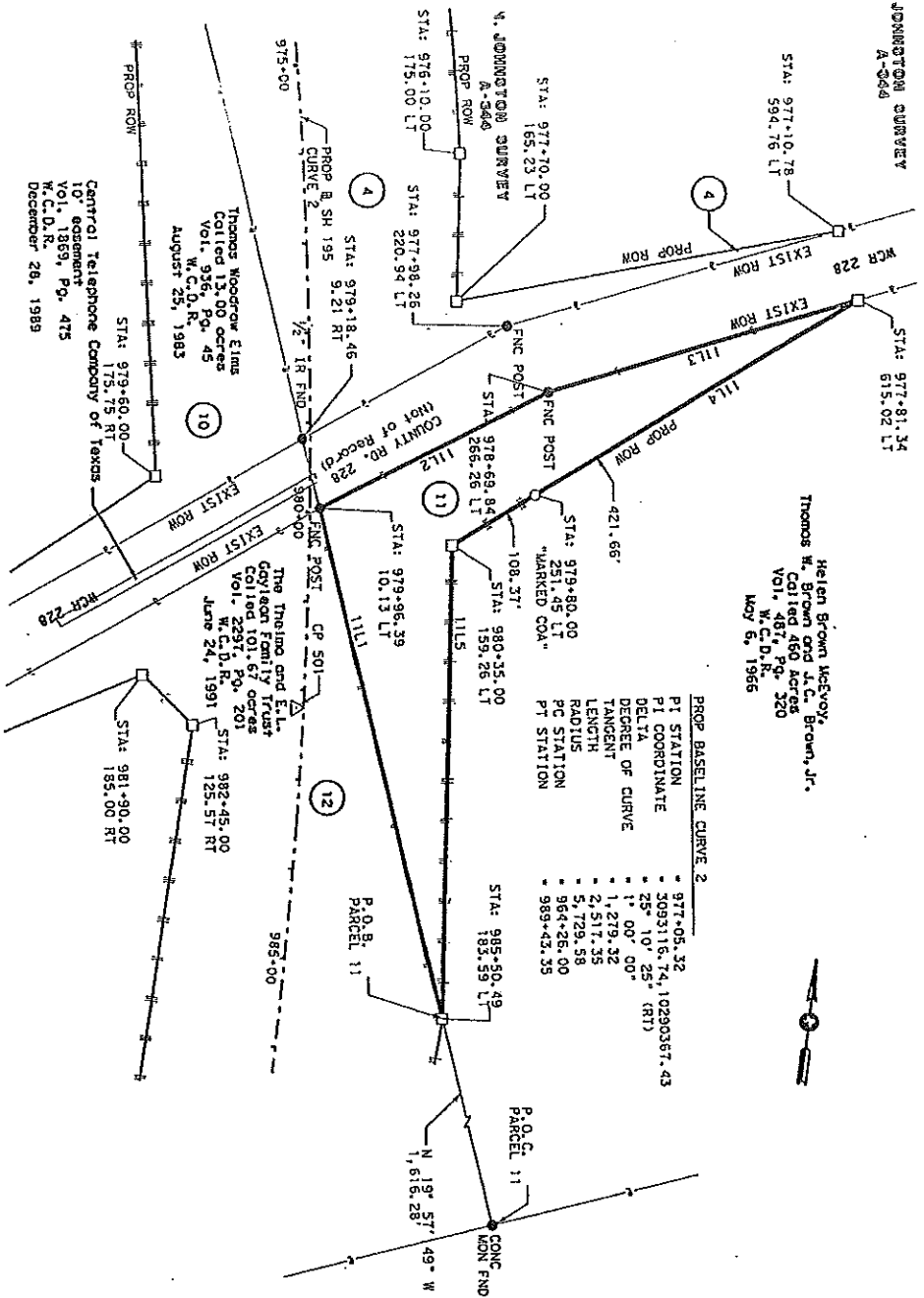
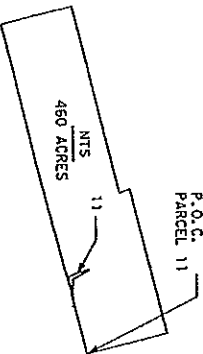
9/28/04

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

Date

EXISTING ACREAGE	TAKING ACRES	APPROX. REMAINDER ACREAGE	
		LEFT	RIGHT
ADOREX, 126	1.807	124.2	

PARCEL	LINE TABLE		DISTANCE
	LINE NO.	BEARING	
11	11.1	N 19° 57' 49" W	589.29
	11.2	N 56° 53' 26" E	181.04
	11.3	N 56° 52' 18" E	351.54
	11.4	S 32° 43' 35" W	530.05
	11.5	S 5° 17' 39" E	531.29



PROP BASELINE CURVE 2

```

- 977+05.32
- 3093116.74, 10290367.43
- 25° 10' 25" (RT)
- 1° 00' 00"
- 1,279.32
- 2,517.35
- 5,729.58
- 964+26.00
- 989+43.35

```

1

NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83,
1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES
SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID
VALUES BY APPLYING A COMBINED ADJUSTMENT FACTOR OF
1.000120.

LESEED.

- FOUND CORNER (AS DESCRIBED)
- ½" IRON ROD W/ ALUMINUM CAP SET
- ¼" IRON ROD W/ PLASTIC CAP SET
- "BOSS" CLIPPING---
- CONCRETE MONUMENT SET (TYPE 11)
- FOUND CONCRETE MONUMENT (TYPE 1)
- Δ CALCULATED POINT
- △ POINT OF BEGINNING
- P.O.B. POINT OF COMMENCEMENT
- P.O.C. BASE LINE / CONTROL LINES
- SURVEY LINE
- PROPERTY LINE
- EXIST ROW
- PROP ROW
- CONST EASIMENT (TYPICALLY)
- ORAINATE EXISIDENT (PERMANENT)
- CONTROL OF ACCESS
- LINE ON CURVE NUMBER
- LINE (E-CORDED)
- TRACT (E-EASIDENT OF TRACT 6)

RIGHT OF WAY PLAT
SHOWING PROPERTY OF

PARCEL 11

SHEET 3 OF 3

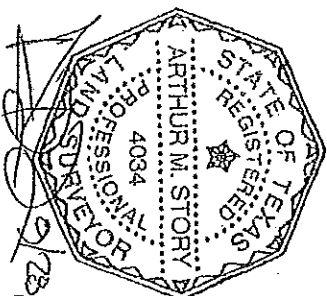
ROW CSJ NO. 0836-01-013

STATE HIGHWAY 195 . WILLIAMSON COUNTY

RODS SURVEYING INC.

SPRING, TX 77379

SCALE: 1"=200' September 28, 2004



4



11/10/00

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.202 ACRE SITUATED IN
HARRISON JOHNSTON SURVEY
ABSTRACT No. 344
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.202 ACRE (8,806 SQUARE FEET) TRACT SITUATED IN THE HARRISON JOHNSTON SURVEY, ABSTRACT 344, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 460 ACRES TRACT DESCRIBED IN A DOCUMENT TO HELEN BROWN McEVOY, THOMAS W. BROWN & J.C. BROWN AND RECORDED IN VOLUME 487, PAGE 320 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch iron rod found at the intersection of the west line of said 460 acres tract and the existing north right-of-way line of County Road 228, a varying width right-of-way, not of record, same being the southeast corner of a called 13.00 acres tract as described in a document to Thomas Woodrow Elms and recorded in Volume 936, Page 45 of the Deed Records of Williamson County, Texas;

THENCE leaving said west line of the 460 acres tract, with said existing north right-of-way line of County Road 228 the following two (2) courses and distances:

1. N54°58'20"E a distance of 260.67 feet to a fence corner post found for an angle point in said existing north right-of-way line of County Road 228, and
2. N67°52'24"E a distance of 385.38 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument found at the intersection of the existing and proposed north right-of-way lines of County Road 228 for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said existing north right-of-way with said proposed north right-of-way line of County Road 228, S73°26'27"W a distance of 434.14 feet to a TxDOT Type II Concrete Monument found at the northeast intersection of said proposed north right-of-way line of County Road 228 and the proposed east right-of-way line of State Highway 195, a varying width right-of-way;

THENCE leaving said proposed north right-of-way line of County Road 228, with said proposed east right-of-way line of State Highway 195, N05°18'20"W a distance of 20.39 feet;

THENCE leaving said proposed east right-of-way line of State Highway 195, with a line being 20.00 feet north of and parallel to said proposed north right-of-way line of County Road 228, N73°26'27"E a distance of 429.09 feet to an angle point;

THENCE continuing across the said 460 acres tract, S61°33'33"E a distance of 25.91 feet to a point in the said existing north right-of-way line of County Road 228;

THENCE with the said existing north right-of-way line of County Road 228, S67°52'24"W a distance of 17.33 feet to said **POINT OF BEGINNING** and containing 0.202 acre.

THE STATE OF TEXAS

COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of January 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of April 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in January of 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(PARCEL 4)-25221.dgn, dated April 27, 2009, AVO No. 25221.
3. See Texas Department of Transportation Right-of-Way map CSJ 0440-01-036 for detailed information regarding State Highway 195.

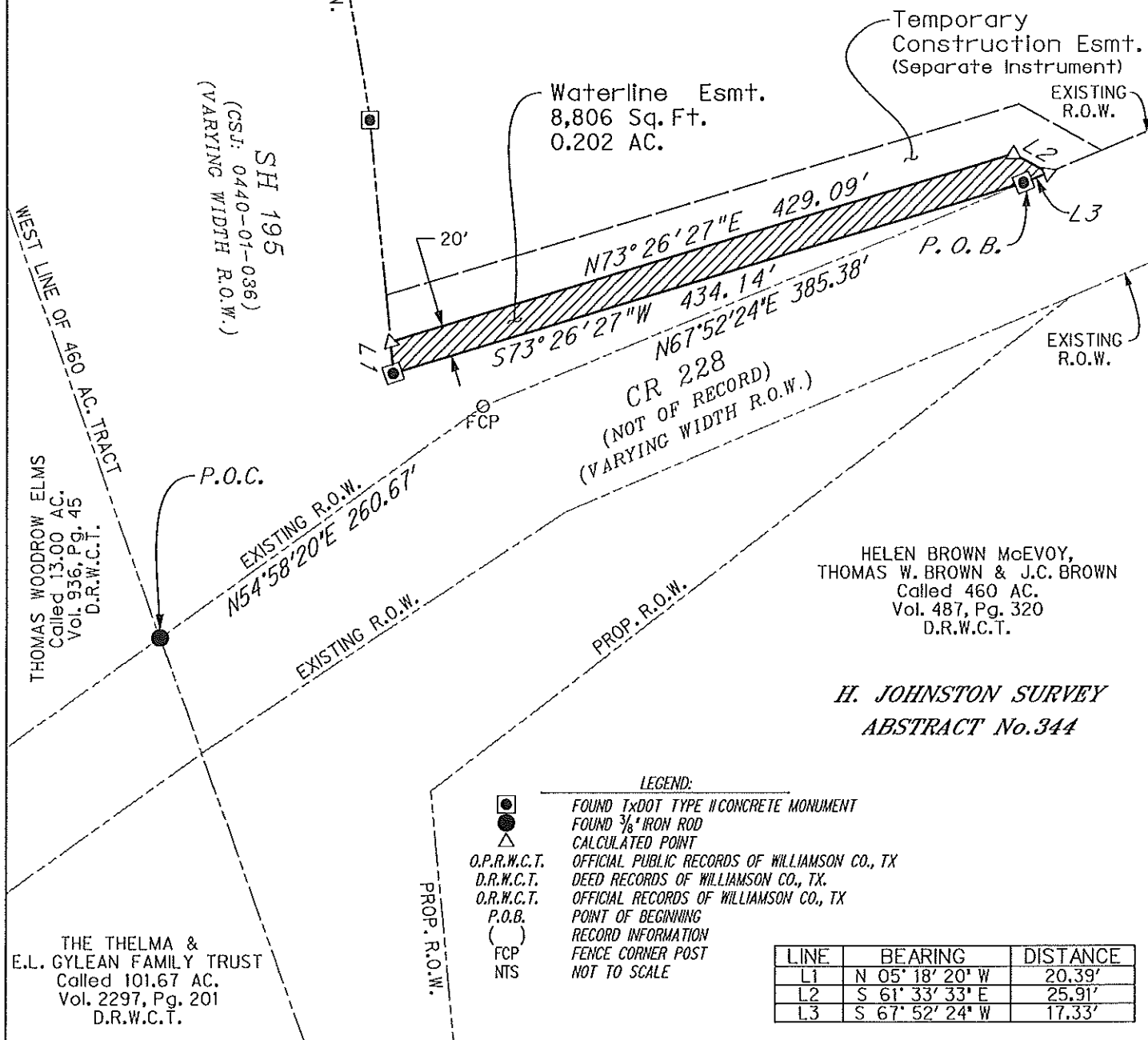
GRAPHIC SCALE

1"=100'

0' 50' 100'



PARCEL 4
HELEN BROWN McEVOY,
THOMAS W. BROWN & J.C. BROWN
Called 460 AC.
Vol. 487, Pg. 320
D.R.W.C.T.



HELEN BROWN McEVOY,
THOMAS W. BROWN & J.C. BROWN
Called 460 AC.
Vol. 487, Pg. 320
D.R.W.C.T.

H. JOHNSTON SURVEY
ABSTRACT No.344

LEGEND:

FOUND TxDOT TYPE II CONCRETE MONUMENT
 FOUND 3/8" IRON ROD
 CALCULATED POINT
 OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 DEED RECORDS OF WILLIAMSON CO., TX
 OFFICIAL RECORDS OF WILLIAMSON CO., TX
 POINT OF BEGINNING
 RECORD INFORMATION
 FENCE CORNER POST
 NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 05° 18' 20" W	20.39'
L2	S 61° 33' 33" E	25.91'
L3	S 67° 52' 24" W	17.33'



HALFF

4630 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

SH 195 UTILITY
WATERLINE EASEMENT FOR
PARCEL 4
FLORENCE, TX

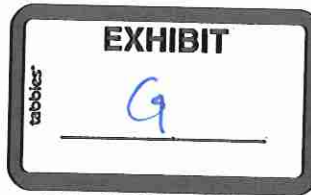
Project No.: 25221

Issued: 4/27/2009

Accompanying file Name:
SV-LD-PARCEL 4-25221.doc

3 of 3

9
STATE OF TEXAS
COUNTY OF WILLIAMSON



TEMPORARY
CONSTRUCTION
EASEMENT

0.328 ACRE SITUATED IN
HARRISON JOHNSTON SURVEY
ABSTRACT No. 344
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.328 ACRE (14,303 SQUARE FEET) TRACT SITUATED IN THE HARRISON JOHNSTON SURVEY, ABSTRACT 344, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 460 ACRES TRACT DESCRIBED IN A DOCUMENT TO HELEN BROWN McEVOY, THOMAS W. BROWN & J.C. BROWN AND RECORDED IN VOLUME 487, PAGE 320 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch iron rod found at the intersection of the west line of said 460 acres tract and the existing north right-of-way line of County Road 228, a varying width right-of-way, not of record, same being the southwest corner of a called 13.00 acres tract as described in a document to Thomas Woodrow Elms and recorded in Volume 936, Page 45 of the Deed Records of Williamson County, Texas;

THENCE leaving said west line of the 460 acres tract, with said existing north right-of-way line of County Road 228 the following three (3) courses and distances:

1. N54°58'20"E a distance of 260.67 feet to a fence corner post found for an angle point in said existing north right-of-way line of County Road 228,
2. N67°52'24"E a distance of 385.38 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument found at the intersection of the existing and proposed north right-of-way lines of County Road 228, and
3. N67°52'24"E with the said existing north right-of-way line of County Road 228 a distance of 17.33 feet for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said existing north right-of-way line of County Road 228, crossing said 460 acres tract N61°33'33"W a distance of 25.91 feet to an angle point;

THENCE crossing said 460 acres tract with a line 20.00 feet north of and parallel to said proposed north right-of-way line of County Road 228, S73°26'27"W a distance of 429.09 feet to point in the proposed east right-of-way line of State Highway 195, a varying width right-of-way, and from which a TxDOT Type II Concrete Monument found at the northeast intersection of said proposed north right-of-way line of County Road 228 and said proposed east right-of-way line of State Highway 195 bears S05°18'20"E a distance of 20.39 feet;

THENCE with the proposed east right-of-way line of State Highway 195, N05°18'20"W a distance of 30.59 feet;

THENCE leaving the said proposed east right-of-way line of State Highway 195 and continuing across said 460 acres tract, with a line 50.00 feet north of and parallel to said proposed north right-of-way line of County Road 228, N73°26'27"E a distance of 435.55 feet to an angle point;

THENCE continuing across the said 460 acres tract, S61°33'33"E a distance of 63.00 feet to a point in said existing north right-of-way line of County Road 228;

THENCE with said existing north right-of-way line of County Road 228, S67°52'24"W a distance of 38.84 feet to said **POINT OF BEGINNING** and containing 0.328 acre.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 during the month of January 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of April 2009, A.D.

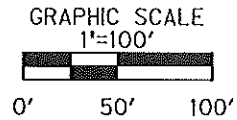
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



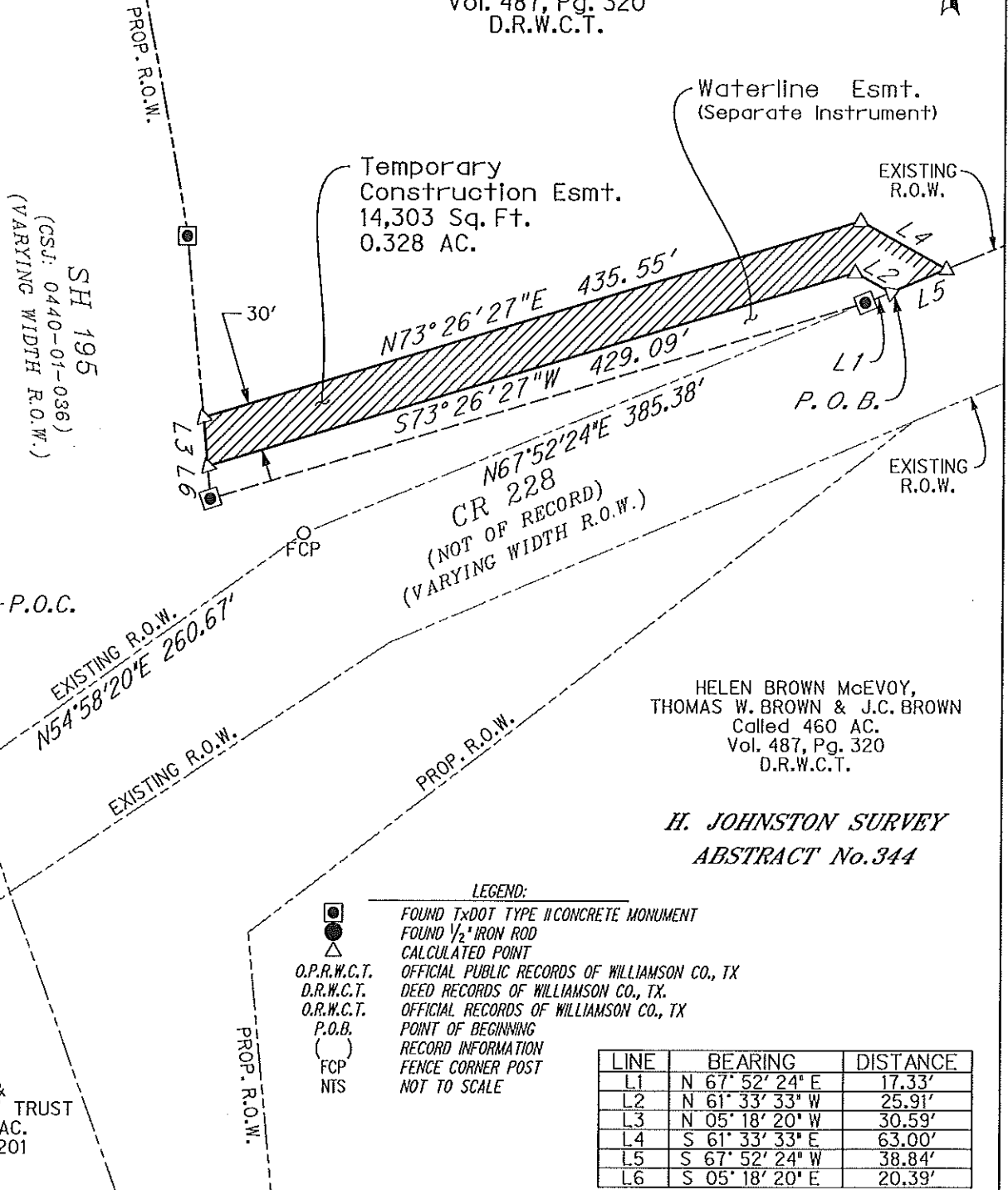

Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in January of 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(PARCEL 4-TCE)-25221.dgn, dated April 27, 2009, AVO No. 25221.
3. See Texas Department of Transportation Right-of-Way map CSJ 0440-01-036 for detailed information regarding State Highway 195.



PARCEL 4
HELEN BROWN McEVoy,
THOMAS W. BROWN & J.C. BROWN
Called 460 AC.
Vol. 487, Pg. 320
D.R.W.C.T.



H. JOHNSTON SURVEY
ABSTRACT No. 344



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

SH 195 UTILITY
TEMPORARY CONSTRUCTION EASEMENT
FOR PARCEL 4
FLORENCE, TX

Project No.: 25221

Issued: 4/27/2009

Accompanying file Name:
SV-LD-PARCEL 4-TCE-25221.doc

3 of 3

Young Real Estate Contract - RM 2338 (P2)

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Circle B-Y Partners, Ltd. and Myra Ann Young for right-of-way needed on RM 2338. (P2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Young RE Contract - RM 2338 \(P2\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/28/2009 09:51 AM
Final Approval Date: 12/28/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CIRCLE B-Y PARTNERS, LTD. and MYRA ANN YOUNG, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.151 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 2); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property and compensation for any damages to the remaining property of Seller shall be the sum of TWO HUNDRED FIFTY TWO THOUSAND NINE HUNDRED AND THIRTY SIX and 00/100 Dollars (\$252,936.00).

2.01.1. As additional compensation Purchaser shall pay the amount of SIXTEEN THOUSAND EIGHT HUNDRED THIRTEEN and 00/100 Dollars (\$16,813.00) as payment for any improvements or replacement of any fencing, and for any damages to the remaining property of Seller.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. As an obligation which shall survive the closing of this transaction, within ³⁰ days after the closing of this transaction Purchaser shall complete any ~~relocation or~~ replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before January 25th, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

In the event Purchaser and its contractors and assigns begin use and possession of the Property prior to Closing, but Purchaser then defaults under this Contract, Seller shall have the additional remedies of specific performance and damages under Article VIII above against Purchaser.

[signature page follows]

SELLER:

Circle B-Y Partners, Ltd.

By: Circle B-Y Ltm. Part.

Its: Myra Ann Young

Date: 12/22/09

Address: 13688 Wood Road
Holland, TX 76534

Myra Ann Young
Myra Ann Young

Date: 12/22/09

Address: SAME

PURCHASER:

County of Williamson

By: _____

Dan A. Gattis, County Judge

Date: _____

701 Main Street, Suite 101

Georgetown, Texas 78626

EXHIBIT _____

County: Williamson
Parcel No.: 2
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 2

BEING 2.151 acres (93,680 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No.171, in Williamson County, Texas, said land being a portion of that certain Tract II called 125.00 acres, Save & Except 4.706 acres, as conveyed to Circle B-Y Partners, Ltd. and Myra Ann Young, by deed recorded as Document No. 2009038694 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described in five parts as follows;

Part A1: 1.314 Acres (57,247 Square Feet)

Beginning for REFERENCE at an iron pin found marking a corner of the above referenced 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the most northerly corner of a certain tract of land, called 13.82 acres, as conveyed to Mike Nations by deed recorded as Document No. 1999072883 of the Official Public Records of Williamson County, Texas;

THENCE, along a westerly line of said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the East line of the said 13.82 acre Nations tract, S 10°55'15" W, 817.94 feet to an iron pin with TxDOT aluminum cap set, on the proposed Northeast line of the Ranch to Market Highway No. 2338, 85.00 feet, left of station 344+58.78, for the Northwest corner and POINT OF BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of the RM 2338, as follows
S 76°58'15" E, 430.87 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 2) N 86°19'45" E, 69.60 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 3) S 76°58'15" E, 257.23 feet, to an iron pin on the west line of that certain tract of land, called 0.60 of an acre as conveyed to Michelle Lynn Bell Dube and husband Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

- 4) THENCE, S 26°25'15" W, 92.44 feet to an iron pin set on the existing Northeast line of RM 2338, being the Southeast corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. And Myra Ann Young Tract II, being the Southwest corner of the said 0.60 of an acre Dube tract, for the Southeast corner hereof;
- 5) THENCE along the said existing Northeast line of RM 2338, N 76°54'45" W, 730.83 feet to an iron pin found marking the most westerly corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, being the Southeast corner of the said 13.82 Nations tract, for the Southwest corner hereof;
- 6) THENCE, N 10°55'15" E, 69.19 feet to the Place of BEGINNING for Part A1 and containing 1.314 acres (57,247 Square Feet) of land, more or less.

Part A2: 0.230 of an acre (10,016 Square Feet)

Beginning for REFERENCE at an iron pin marking a corner of the above referenced 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd. And Myra Ann Young Tract II, being the most northerly corner of a certain tract of land, called 13.82 acres, as conveyed to Mike Nations by deed recorded as Document No. 1999072883 of the Official Public Records of Williamson County, Texas;

THENCE, along a westerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the East line of the said 13.82 acre Nations tract S 10°55'15" W, 817.94 feet, to an iron pin with TxDOT aluminum cap set, on the proposed Northeast line of Ranch to Market Highway No. 2338, 85.00 feet, left of station 344+58.78;

THENCE, along the said proposed Northeast line of the RM 2338, as follows S 76°58'15" E, 430.87 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);

N 86°19'45" E, 69.60 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);

S 76°58'15" E, 288.07 feet, to an iron pin with TxDOT aluminum cap set on the East line of that certain tract of land, called 0.60 of an acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas, being a westerly line of the said 125.00 acres, Save & Except 4.706 acre, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, 105.00 feet left of station 352+44.39, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, S 76°58'15" E, 11.93 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) at the beginning of a curve to the right;

- 2) Along the curve having a radius of 1,705.00 feet, a Central Angle of $3^{\circ}00'23''$ and Long Chord bears $S\ 75^{\circ}28'15''\ E$, 89.45 feet, for an arc distance of 89.46 feet to an iron pin with TxDOT aluminum cap set on an easterly line of the said 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, being the West line of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas, for the Northwest corner hereof;
- 3) THENCE, $S\ 13^{\circ}03'15''\ W$, 87.74 feet, to an iron pin found on the existing Northeast line of RM 2338, marking a southeasterly corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southwest corner of the said 1.00 acre Dube tract, for the Southeast corner hereof;
- 4) THENCE, along the said existing Northeast line of RM 2338, $N\ 76^{\circ}54'45''\ W$, 122.72 feet, to an iron pin with TxDOT aluminum cap set for a Southwest corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast corner of the said 0.60 of an acre Dube tract, for the Southwest corner hereof;
- 5) THENCE, $N\ 26^{\circ}25'15''\ E$, 92.47 feet, to the Place of BEGINNING for Part A2 and containing 0.230 of an acre (10,016 Square Feet) of land, more or less.

Part B: 0.245 of an acre (10,677 Square Feet)

Beginning for REFERENCE at an iron pin found marking an interior corner of the above referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Northeast corner of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas;

THENCE, along a westerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast line of the said 1.00 acre Dube tract, $S\ 13^{\circ}01'15''\ W$, 144.89 feet, to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of RM 2338, 105.00 feet left of station 355+37.60, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of $9^{\circ}24'58''$ and Long Chord bears $S\ 62^{\circ}11'30''\ E$, 279.88 feet, an arc distance of 280.20 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete), on a northerly line of an old county road, being a southerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, for the most easterly corner hereof;

September 10, 2009

- 2) THENCE, along the said northerly line of the old county road, being along the said southerly line of 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, N 77°39'15" W, 171.61 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said North line of the old county road and the existing North line of RM 2338;
- 3) THENCE, continuing along the said existing Northeast line of RM 2338, N 71°53'30" W, 99.41 feet to a nail found for a southwesterly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast corner of the said 1.00 acre Dube tract, for the Southwest corner hereof;
- 4) THENCE, N 13°01'15" E, 64.64 feet to the Place of BEGINNING for Part B and containing 0.245 of an acre (10,677 Square Feet) of land, more or less.

Part C: 0.017 of an acre (730 Square Feet)

Beginning for REFERENCE at a TxDOT Type I Concrete Marker found, marking a northerly corner of existing RM 2338, being an interior corner of the above-referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II;

THENCE, along a northwesterly line of the said existing RM 2338, being a southeasterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, S 69°35'45" W, 7.53 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) at the intersection of the proposed Northeast line of RM 2338 and the said existing Northwest line of RM 2338, 105.00 feet left of station 363+02.86, for the Southeast corner and Point of BEGINNING hereof;

- 1) THENCE, along the said existing Northwest line of RM 2338, S 69°35'45" W, 21.55 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said existing Northwest line of RM 2338 and the Northeast line of an old county road, marking a southerly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, for the Southwest corner hereof;
- 2) THENCE, along the said Northeast line of the old county road, being a southwesterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, N 22°54'15" W, 66.20 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said Northeast line of the old county road and the said proposed Northeast line of RM 2338, for the most northerly corner hereof;
- 3) THENCE, along the said proposed Northeast line RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 2°22'10" and Long Chord bears S 40°40'45" E, 70.51 feet, an arc distance of 70.51 feet to the Place of BEGINNING for Part C and containing 0.017 of an acre (730 Square Feet) of land, more or less.

Part D: 0.345 acres (15,010 Square Feet)

Beginning for REFERENCE at a TxDOT Type I Concrete Marker found, marking a northerly corner of existing RM 2338, being an interior corner of the above-referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II;

THENCE, along a northeasterly line of the said existing RM 2338, being a southwesterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, S 21°01'15" W, 23.01 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) at the intersection of the proposed Northeast line of RM 2338 and the said existing Northeast line of RM 2338, 105.00 feet left of station 363+25.65, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 12°01'20" and Long Chord bears S 32°37'15" E, 360.06 feet, an arc distance of 360.73 feet, an iron pin with TxDOT aluminum cap set on the south line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the north line of that certain tract of land, called 4.706 acres, as described in a Partial Release of Lien to Somerset Hills, Ltd., of record as Document No. 2008067359 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof;
- 2) THENCE, S 69°59' W, 72.40 feet to an iron pin with TxDOT aluminum cap set on the said existing Northeast line of RM 2338, for the Southwest corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Northwest corner of the said 4.706 acre Somerset Hills, Ltd., tract, for the Southwest corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 21°01'15" W, 351.44 feet to the Place of BEGINNING for Part D and containing 0.345 of an acre (15,010 Square Feet of land);

Part A1 = 1.314 Acres (57,247 Square Feet)
 Part A2 = 0.230 of an Acre (10,016 Square Feet)
 Part B = 0.245 of an acre (10,677 Square Feet)
 Part C = 0.017 of an acre (730 Square Feet)
 Part D = 0.345 Acres (15,010 Square Feet)
 Total = 2.151 Acres (93,680 Square Feet)

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 10th day of September, 2009, A.D.

The seal is an octagonal emblem. The outer border contains the text "STATE OF TEXAS" at the top and "PROFESSIONAL LAND SURVEYOR" at the bottom, separated by small triangles. Inside this border, the words "REGISTERED" and "LICENSED" are written in a circular path around a central five-pointed star. Below the star, the name "BRIAN F. PETERSON" is printed in a bold, sans-serif font, followed by the number "3967" in a slightly smaller font.

PLAT TO ACCOMPANY PARCEL DESCRIPTION

POR
Parcel 2
Part A

LEWIS P. DYCHES SURVEY
Abstract # 171

(2)

TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG
* 2009038694

①
13.82 AC
MIKE NATIONS
* 199972883

POR
Parcel 2
Part A
344.58.78
85.00

Match Line with Plat: 2

N 10° 55' 15" E
69.19'

PROPOSED R.O.W.

S 76° 58' 15" E
430.87'

N 86° 19' 45" E
69.60'

S 76° 58' 15" E
257.23'

PROPOSED CENTERLINE
345+00

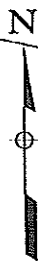
S 76° 55' 19" E
1375.30'

(N 76° 58' 27" W 884.38')

N 76° 54' 45" W
730.83'

EXISTING R.O.W.
350+00

2 PART A1
1.314 AC
57,247 Sq. Ft.



0 25 50 75 100
SCALE IN FEET

R.M. 2338

EXISTING R.O.W.

PROPOSED R.O.W.

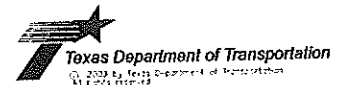
N 76° 5'
30.83'

PAGE 7 OF 12

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 75325
PHONE 512.830.8412 FAX 512.830.8418 WEB SITE@STEGERSBIZZELL.COM
RANGE ENGINEERS PLANNERS SURVEYORS

SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 2
Plat 1 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION

②
TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG
* 2009038694

0.60 AC
MICHELLE LYNN BELL DUBE
and husband TRAVIS A. DUBE
* 2009038695

1.00 AC
MICHELLE LYNN BELL DUBE
and husband TRAVIS A. DUBE
* 9872664

S 76° 58' 15" E 257.23'

S 76° 58' 15" W 30.84'

2 PART A1
1.314 AC
57,247 Sq. Ft.
S 26° 25' 15" W 92.44'

N 76° 54' 45" W 30.83'

EXISTING R.O.W.



0 25 50 75 100
SCALE IN FEET

BASIS LINE CURVE DATA
PI STATION = 361+05.93
II = 10240716.55 E = 3096860.02
DELTA = 55° 56' 15" (RT)
DEGREE OF CURVE = 3° 34' 52"
TANGENT = 849.61
LENGTH = 1,562.07
RADIUS = 1,600.00
PC STATION = 352+56.31
II = 10240308.08 E = 3098041.28
PT STATION = 368+18.38
II = 10239923.55 E = 3099173.97

PROPOSED R.O.W.

EXISTING R.O.W.

PROPOSED CENTERLINE

2 PART A2
0.230 AC
10,016 Sq. Ft.

352+56.31
105.00

S 76° 58' 15" E 11.93'

S 13° 03' 15" W 120.94'

R = 1705.00
D = 3° 00' 23"
A = 89.45'
C = 89.45'
ChBr = S 75° 28' 15" E

N 76° 58' 30" W 208.70'

S 13° 03' 31" W 208.67'

353+40.26
105.00

S 13° 01' 15" E 64.64'

S 13° 03' 15" W 87.74'

N 76° 54' 45" W 122.72'

N 26° 25' 15" E 92.47'

N 71° 53' 30" W 99.41'

N 77° 39' 15" W 171.61'

358+10.00

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

PROPOSED CENTERLINE

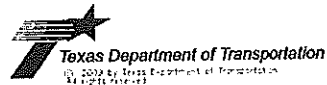
PROPOSED CENTERLINE

Match Line with Plot: 3

PAGE 8 OF 12

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



1978 S. AUSTIN AVENUE
GEORGETOWN, TX 78629
612.832.8412
612.832.8418
612.832.8411
STEGE BIZZELL.COM

SCALE:
1" = 100'

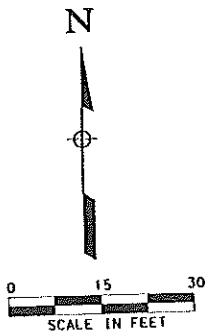
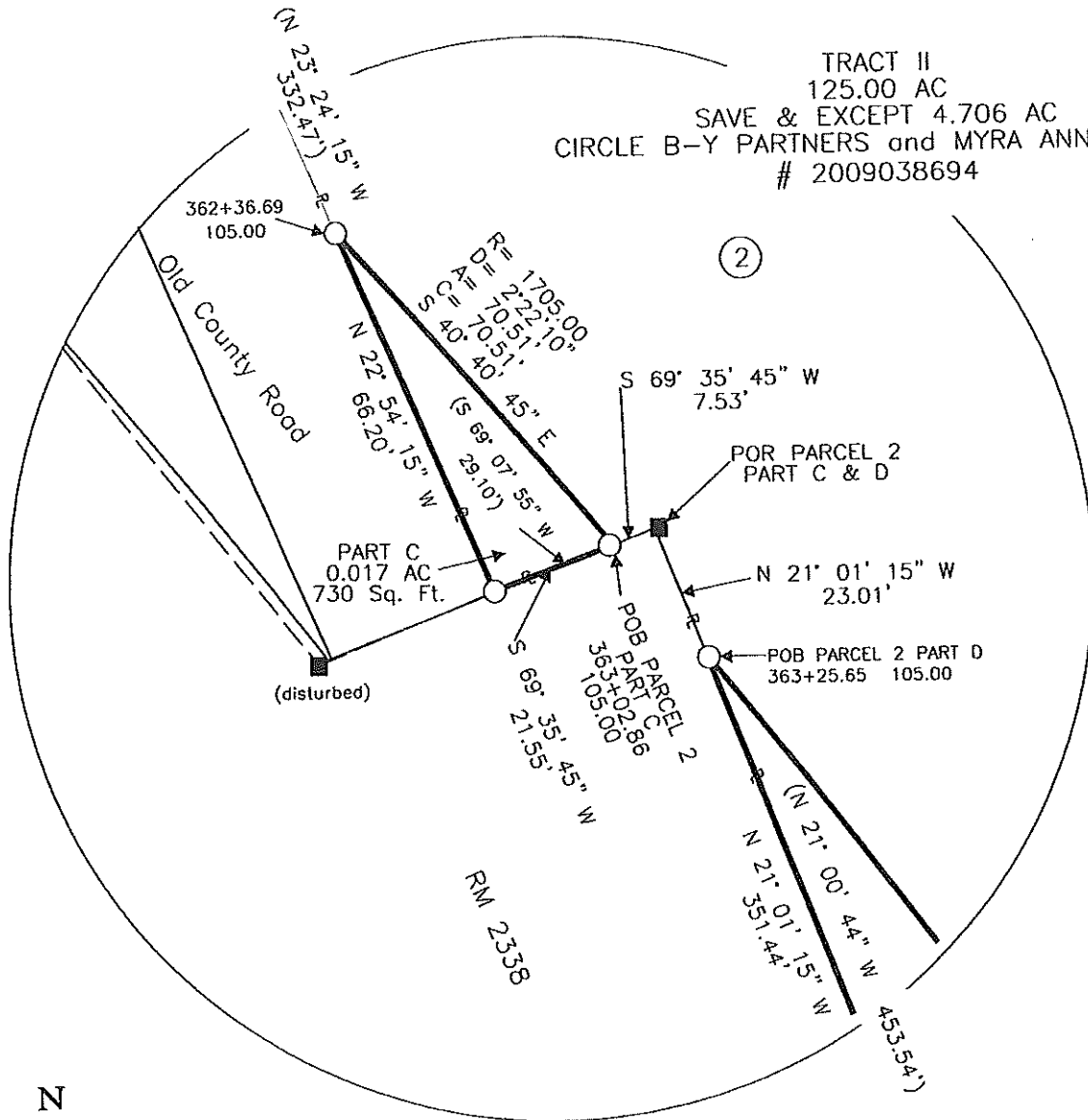
CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 2
Plat 2 of 6

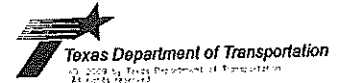
PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 10 OF 12

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



SCALE:

1" = 30'

CSJ #:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 2
Plot 4 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

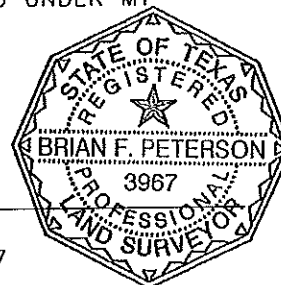
- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊙ CENTER LINE
- ℓ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
9/10/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

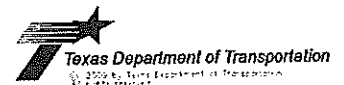


PAGE 12 OF 12

STEGER BIZZELL

1078 S. AUSTIN AVENUE
512.930.0412
GEORGETOWN, TX 75628
512.930.0419
STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 2
Plat 6 of 6

②

PARCEL 5 Part II
0.29 AC
JUSTIN R. WILSON
* 2007054792
and one-half Interst
WALLY WILSON
* 2007054793

PARCEL 5 Part 1 (A&B)
0.34 AC
WALLY WILSON and
JUSTIN R. WILSON
* 2008015770

BASELINE CURVE DATA

```

PT STATION      = 361+05.93
H = 10240716.55 E = 3098869.02
DELTA           = 55° 56' 15" (RT)
DEGREE OF CURVE = 3° 34' 52"
TANGENT1        = 849.61
LENGTH          = 1,562.07
RADIUS          = 1,600.00
PC STATION      = 352+56.31
H = 10240868.08 E = 3098041.28
PT STATION      = 366+18.76
H = 10239923.55 E = 3099173.97

```

PART C
0.017 AC
730 Sq. Ft.

Match Line with Plot: 5

N



PAGE 9 OF 12



ADDRESS	1976 S. AUSTIN AVENUE		GEORGETOWN TX 78628	
PHONE	612.930.9412	FAX	612.930.9418	WEB STIGERS@ZELL.COM
SERVICES	>> ENGINEERS		>> PLANNERS	>> SURVEYORS

CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG

$$1'' \approx 100'$$

2211-01-023

RM 2338

WILLIAMSON

Plot 3 of 6



Texas Department of Transportation

PLAT TO ACCOMPANY PARCEL DESCRIPTION

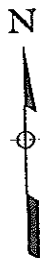
PART C
0.017 AC
730 Sq. Ft.

Match Line with Plat: 3

LEWIS P. DYCHES SURVEY
Abstract # 171

BASIS LINE CURVE DATA

PI STATION = 361+05.93
 II = 10240716.55 E = 3098869.02
 DELTA = 56° 56' 15" (R1)
 DEGREE OF CURVE = 3° 34' 52"
 TANGENT = 849.61
 LENGTH = 1,582.07
 RADIUS = 1,600.00
 PC STATION = 352+56.31
 II = 10240908.08 E = 3098041.28
 PT STATION = 368+18.38
 II = 10239923.55 E = 3099173.97



0 25 50 75 100
SCALE IN FEET

(disturbed)
 363+25.05
 105.00

PROPOSED R.O.W.
 2 PART D

15,010 Sq. Ft.
 N 21° 01' 15" W 381.44'
 (N 21° 00' 44" W 453.54')

S 32° 15' E
 R = 1705.00
 D = 1207.20
 ChB = 360.06
 37' 15" E

TRACT II
 125.00 AC
 SAVE & EXCEPT 4.706 AC
 CIRCLE B-Y PARTNERS and
 MYRA ANN YOUNG
 # 2009038694

4.706 AC
 PARTIAL RELEASE LIEN
 SOMERSET HILLS, LTD.
 # 2008067359

R.M. 2338

PT 368+18.38
 N 21° 01' 15" W 486.78'
 (N 21° 00' 44" W 561.19')

R = 1705.00
 D = 531.20
 ChB = 164.26
 S 32° 15' E
 47' 45" E

(N 61° 59' 34" E 2,610.96')

(S 61° 59' 34" W 2,611.40')

37.51 AC
 SOMERSET HILLS, LTD.
 # 2008039683

PROPOSED R.O.W.

92,207 Sq. Ft.

Existing Channel Easement
 416/60
 S 21° 02' 00" E
 381.62'

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
 CIRCLE B-Y PARTNERS and
 MYRA ANN YOUNG

Texas Department of Transportation
 © 2009 by Texas Department of Transportation
 All rights reserved.

SCALE:
 1" = 100'

CSJ #:
 2211-01-023

PROJECT:
 RM 2338

COUNTY:
 WILLIAMSON

PARCEL: 2
 Plat 5 of 6

SPECIAL WARRANTY DEED
RM 2338 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CIRCLE B-Y PARTNERS, LTD., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 2.151 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 2)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Michelle Lynn Bell Dube and Travis A. Dube, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S ADDRESS:

Williamson County Courthouse
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Dube Real Estate Contract - RM 2338 (P42)

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Michelle Lynne Bell Dube and Travis A. Dube for right-of-way needed on RM 2338. (P42)

Background

Fiscal Impact

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

Attachments

Link: [Dube RE Contract - RM 2338 \(P42\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/28/2009 10:02 AM
Final Approval Date: 12/28/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MICHELLE LYNN BELL DUBE AND TRAVIS A. DUBE, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.064 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 42); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property and compensation for any damages to the remaining property of Seller shall be the sum of SEVEN THOUSAND SIX HUNDRED TWENTY NINE and 00/100 Dollars (\$7,629.00).

2.01.1. As additional compensation Purchaser shall pay the amount of FOUR THOUSAND THREE HUNDRED AND THIRTY FOUR and 00/100 Dollars (\$4,334.00) as payment for any improvements or replacement of any fencing.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. As an obligation which shall survive the closing of this transaction, within ^{100 days} ~~30~~ days after the closing of this transaction Purchaser shall complete any ~~relocation or~~ replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before January 25, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of

Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

In the event Purchaser and its contractors and assigns begin use and possession of the Property prior to Closing, but Purchaser then defaults under this Contract, Seller shall have the additional remedies of specific performance and damages under Article VIII above against Purchaser.

[signature page follows]

SELLER:

Michelle Lynn Bell Dube

Michelle Lynn Bell Dube

Date: 12/21/09

T. A. Dube

Travis A. Dube

Date: 12/21/09

Address: 13680 Wood Road,
Holland, TX 76534

Address: 13680 Wood Rd
Holland, TX 76534

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

701 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT ____

County: Williamson
Parcel No.: 42
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 42

BEING, 0.064 of an acre (2,774 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 0.60 of an acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of September 2009, under the supervision of Brian F. Peterson, Register Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking an interior corner of that certain Tract II, called 125.00 acres, Save & Except 4.706 acres, as conveyed to Circle B-Y Partners, Ltd., and Myra Ann Young, by deed recorded as Document No. 2009038694 of the Official Public Records of Williamson County, Texas, being the Northwest corner of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas;

THENCE, along an easterly line of the said 125.00 acre Save & Except 4.706 acres, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II and of the West line of the said 1.00 acre Dube tract, S 13°03'15" E, 120.94 feet, to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338;

THENCE, along the proposed Northeast line of Ranch to Market Highway No. 2338, along a curve to the left, (Radius=1,705.00 feet, Central Angle of 3°00'23" and Long Chord bears N 75°28'15" W, 89.45 feet, an arc distance of 89.46 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II Monument after right-of-way acquisition is complete);

THENCE, N 76°58'15" W, 11.93 feet, to an iron pin with TxDOT aluminum cap set on the East line of the above-referenced 0.60 of an acre Dube tract, 105.00 feet, left of station 352+44.39 for the Northeast corner and Point of BEGINNING hereof;

- 1) THENCE, S 26°25'15" W, 92.47 feet, to an iron pin set on the existing North line of RM 2338, marking the most southerly Southeast corner of the said 0.60 of an acre Dube tract, being a southwesterly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, for the Southeast corner hereof;

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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this 30th day of September, 2009, A.D.

STATE OF TEXAS
REGISTERED
BRIAN F. PETERSON
3967
PROFESSIONAL
LAND SURVEYOR

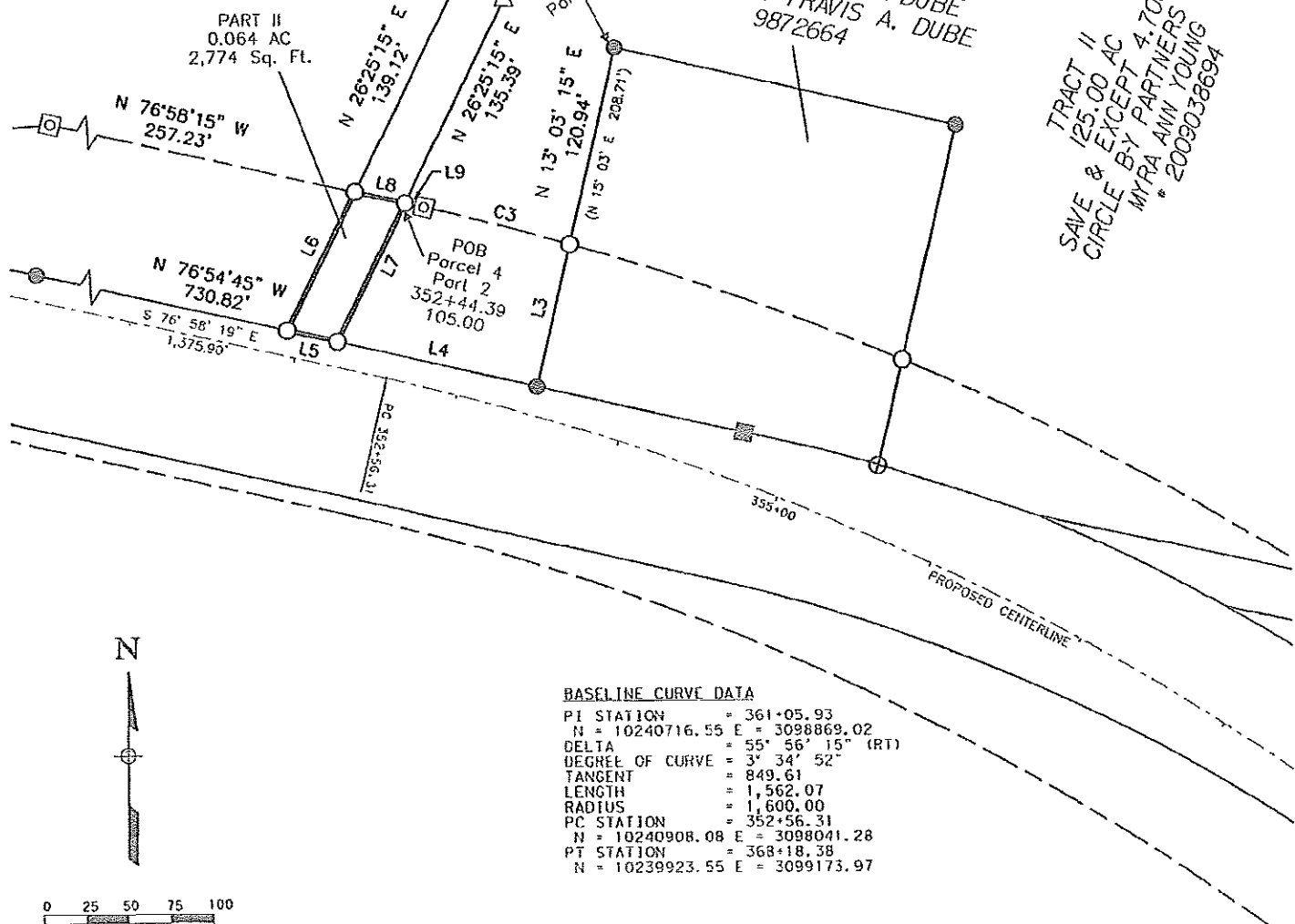
PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEWIS P. DYCHES SURVEY
Abstract # 171

0.60 AC
MICHELLE LYNN BELL DUBE
and husband TRAVIS A. DUBE
2009038695

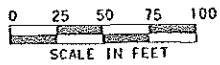
1.00 AC
MICHELLE LYNN BELL DUBE
and husband TRAVIS A. DUBE
9872664

TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
MYRA ANN YOUNG and
* 2003038694



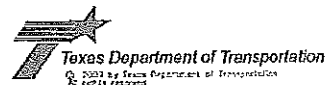
BASELINE CURVE DATA

PI STATION = 361+05.93
N = 10240716.55 E = 3098869.02
DELTA = 55° 56' 15" (RT)
DEGREE OF CURVE = 3° 34' 52"
TANGENT = 849.61
LENGTH = 1,562.07
RADIUS = 1,600.00
PC STATION = 352+56.31
N = 10240908.08 E = 3098041.28
PT STATION = 368+18.38
N = 10239923.55 E = 3099173.97



STEGERS BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
MICHELLE LYNN BELL DUBE
and husband, TRAVIS A. DUBE



ADDN	1770 R. AUSTIN ROAD	GEORGETOWN, TX 75253
ISSN	011204112	011204111
ISSN	011204112	011204111
ISSN	011204112	011204111

SCALE:	CSJ #:	PROJECT:	COUNTY:
1" = 100'	2211-01-023	RM 2338	WILLIAMSON

PARCEL: 42
Plot 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊡ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ℙ PROPERTY LINE
- () RECORD INFORMATION

CODE	BEARING	DISTANCE
L3	N 13°03'15" E	87.74'
L4	N 76°54'45" W	122.72'
L5	N 76°54'45" W	30.83'
L6	N 26°25'15" E	92.44'
L7	S 26°25'15" W	92.47'
L8	S 76°58'15" E	30.84'
L9	S 76°58'15" E	11.93'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C3	1705.00'	89.46'	S 75°28'15" E	89.45'	3°00'23"

P.O.R. POINT OF REFERENCE

P.O.B. POINT OF BEGINNING

— LINE BREAK

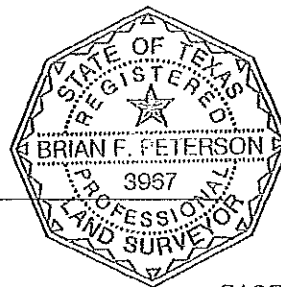
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
MICHELLE LYNN BELL DUBE
and husband, TRAVIS A. DUBE



ADDER	1778 D. ALSTON DAVID	GEORGETOWN, TEXAS
RECORD	612608412	NO. 612608412
BOOK	112608412	NO. 612608412
BOOK	112608412	NO. 612608412

SCALE: 1" = 100' CSJ #: 2211-01-023 PROJECT: RM 2338 COUNTY: WILLIAMSON

PARCEL: 42
Plat 2 of 2

SPECIAL WARRANTY DEED
RM 2338 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MICHELLE LYNN BELL DUBE and TRAVIS A. DUBE, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.064 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 42)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Michelle Lynn Bell Dube and Travis A. Dube, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S ADDRESS:

Williamson County Courthouse
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Jester Annex Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 12/30/2009 09:56 AM
Final Approval Date: 12/30/2009

Consider and take appropriate action on design services for Berry Springs Trail extension with BWM in the amount of \$9,300.

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on design services for Berry Springs Trail extension with BWM in the amount of \$9,300.

Background

The Berry Springs Trail extension project was approved in Commissioners Court as a park project in December 23, 2008. This trail extension will tie into the existing trail and proceed west for about 4,500 feet crossing under I-35 and culminating in a turnaround circle just west of I-35. Future plans call for bridging Berry Creek (near the site of the old Chisholm Trail crossing) connecting the trail to the City of Georgetown's trail system. The scope of the design of the trail is attached and design costs are not to exceed \$9,300. We will have to complete a Multiple Use Agreement with TxDot to cross their right of way. It is anticipated that design and construction cost will be below the budgeted \$225,000 (approximately \$190,000).

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Berry Springs Trail extension](#)

Form Routing/Status

Form Started By: Jim Rodgers Started On: 12/28/2009 08:10 AM
 Final Approval Date: 12/29/2009



BWM GROUP

PLANNERS | LANDSCAPE ARCHITECTS

WILLIAMSON COUNTY, PARKS AND
RECREATION DEPARTMENT

Proposed Scope of Services

Berry Springs Trail Extension

Tim A. Bargainer, ASLA, CLARB



December 22, 2009

Mr. Jim Rodgers, Director

Parks and Recreation

Williamson County, Texas

350 Discovery Blvd., #207

Cedar Park, TX 78613-2268

Re: Proposed scope, fee and schedule for professional services for trail extension at Williamson County's Berry Springs Park and Preserve.

EXHIBIT A: LANDSCAPE ARCHITECTS SCOPE OF WORK

General Scope

The Consultant shall provide professional landscape architectural services necessary for the extension of the 10' wide primary trail within Berry Springs Park and Preserve, for Williamson County, Texas

Task 1.0 – Trail Design

The purpose of this task is to adequately design and permit the extension of the primary trail spine within Berry Springs Park and Preserve from the existing western most end point extending to a point to be determined within parks western most property existing west of Interstate 35 to allow for future trail connection by a third party.

Task 1.1 – Kick-Off Meeting

- Consultant shall facilitate a kick off meeting with Client and selected contractor to discuss project goals and objectives, refine schedule of activity, identify roles and chain of command for communication and discuss any outstanding issues or concerns

Task 1.2 – Preliminary Field Alignment of Trail

- The Consultant shall field locate the desired trail alignment with the Clients representative and develop a digital representation of the route.
- The Consultant shall initiate a topographic survey and, with assistance from the Client, acquire any legal boundary, easement documents, as-builts, or studies relevant to the proposed work herein.

Task 1.3 – Construction Documentation

- Consultant shall prepare working drawings necessary to construct and permit the 10' wide concrete trail extension. Consultant shall prepare horizontal and vertical design controls as well as details and specifications necessary to guide implementation and permitting.

Task 1.4 – TDLR Review and Permitting

- Consultant shall submit plans and specifications for Texas Department of Licensing and Regulation plan review prior to construction activity
- During construction activity the Consultant shall coordinate field inspection for final trail accessibility permitting.

Task 1.5 – Texas Department of Transportation Review and Permitting Assistance

- Consultant shall coordinate with and submit drawings to Texas Department of Transportation as necessary to gain approval to construct the trail extension within the



TxDOT right-of-way. Exclusive to this would development of or facilitation of any licensing agreements or any design requirements not addressed herein.

Task 1.6 – Construction Observation

- Consultant shall provide periodic site visits as necessary to facilitate compliance with the intent of the approved construction documents by the general contractor. Consultant shall give recommendation of approval or rejection of any work not deemed in compliance with the drawings and specifications.
- Consultant shall conduct prepare punch list inspection items and,
- Consultant shall conduct final inspection and issuance of letter of final approval for the Client.
- Consultant shall coordinate with Client, as needed, to review pay applications and percent completion of contractor.



EXHIBIT B: FEES FOR SERVICES

Fees for Services

The Consultant shall perform basic services for a lump sum fee plus reimbursable expenses. Fees assume no change in scope and services as defined above.

Task 1.0 – Trail Design - Lump Sum Fee including reimbursable expenses	\$9,300.00
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CAPCOG Emergency Notification System Agreement 2009/2010 Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding CAPCOG Regional Emergency Notification System Agreement for 2009/2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CAPCOG Emergency Notification System Agreement for 2009/2010](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 12/22/2009 03:26 PM
Final Approval Date: 12/28/2009



**Capital Area
Council of
Governments**

P. O. Box 17848
Austin, Texas 78760-7848

6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

512.916.6000
FAX 512.916.6001

www.capcog.org

Bastrop

Blanco

Burnet

Caldwell

Fayette

Hays

Lee

Llano

Travis

Williamson

Counties

October 30, 2009

The Honorable Dan Gattis, Sr.
Williamson County
710 S. Main, Ste. 101
Georgetown, Texas 78626

Helena

Re: Emergency Notification System

Dear Judge Gattis:

Attached please find the letter agreement for continuing your jurisdiction's participation in the CAPCOG Regional Emergency Notification System (ENS) for the period October 1, 2009 through September 30, 2010. This is the second extension of the agreement that was signed in 2007. After signing the agreement, the Williamson County will be invoiced for your portion of annual operating expenses associated with the Emergency Notification System. You will be invoiced for the same amount as paid in previous years. This fee is assessed against each user of the system proportionately to cover the costs of the telephone lines that are used to make the emergency calls.

This system uses a "reverse dialing" telephone method to notify communities or public safety forces of critical emergency information in situations where property or human life is in danger. Local administration of the system is based in jurisdictions with Public Safety Answering Points (PSAPs) and therefore is available for use across the CAPCOG region. Twenty-four jurisdictions plus LCRA have signed on to ENS.

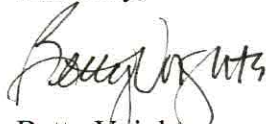
Since its inception in 2004, CAPCOG has continued to work with your personnel to enhance the capabilities and reliability of the system. In the past year, we have reached several major milestones, including:

- Completely replacing and upgrading the ENS computer hardware and software;
- Implementing the ability to make bi-lingual notifications (English and Spanish);
- Implementing the ability to notify citizens who rely on Telecommunications Devices for the Deaf (TDD) for telephone conversations;
- Adding a mechanism by which individuals can register their cellular telephones on the system, enabling them to receive emergency notifications via these devices;
- Enhancing the accuracy (99.05%) of the geographic database that drives the system to ensure that all your citizens are able to receive ENS messages; and
- Maintaining a fully functional backup system that ensures that the system is always available for use when an emergency threatens your citizens.

In addition, we have continued our training program for new users, including our Train-the-Trainer program that is designed to allow your personnel to provide training locally, ensuring that this training is performed in the most time-sensitive and economical manner.

There are two originals of the Letter Agreement included. Please sign and return both copies by mail to CAPCOG at 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744 ATTN: Homeland Security Division. Your Letter Agreement will be signed by CAPCOG and one original will be returned to you for your files. If you have any questions, please contact Ed Schaefer, Director of Homeland Security, at 512-916-6026 or eschaefer@capcog.org. Thank you for your support of this important regional program.

Sincerely,

A handwritten signature in black ink, appearing to read "Betty Voights", written in a cursive style.

Betty Voights
Executive Director

Cc: [Sheriff Jim Wilson]
[John Sneed]

Enclosures



October 30, 2009

**Capital Area
Council of
Governments**

P. O. Box 17848
Austin, Texas 78760-7848

6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

512.916.6000
FAX 512.916.6001

www.capcog.org

Bastrop

Blanco

Burnet

Caldwell

Fayette

Hays

Lee

Llano

Travis

Williamson

Counties

The Honorable Dan Gattis, Sr.
Williamson County
710 S. Main, Ste. 101
Georgetown, Texas 78626

Re: Emergency Notification System

Dear Judge Gattis:

This letter agreement authorizes the Williamson County to use the Emergency Notification System provided by the Capital Area Council of Governments under the terms and conditions set out below, for the period of October 1, 2009 to September 30, 2010. This agreement may be extended for up to two additional years unless terminated.

The Williamson County agrees to use the Emergency Notification System solely in accordance with CAPCOG's *ENS Policies & Procedures Manual*.

Effective October 1, 2009 the Williamson County will be billed \$2141 annually to cover the operating expenses associated with use of the Emergency Notification System. Payment to CAPCOG is expected within ninety (90) days of receipt of an invoice. Additionally, CAPCOG will continue to provide free training for designated personnel on use of the Emergency Notification System.

If the Williamson County receives a request under the Texas Public Information Act for disclosure of any of the ENS 9-1-1 database information, the Williamson County agrees not to disclose the information prior to notification of CAPCOG's Emergency Communications Department in writing within two business days of the receipt of the request so that CAPCOG may advise the Williamson County regarding the request.

This agreement authorizes the Williamson County use of the Emergency Notification System from October 1, 2009 to September 30, 2010, and may be extended for up to two additional years unless terminated. CAPCOG may terminate this agreement at any time. However, if the Williamson County violates CAPCOG's *ENS Policies & Procedures* and does not correct the violation within five business days after CAPCOG gives the Williamson County notice of the violation this constitutes grounds for agreement termination. CAPCOG terminates this agreement by notifying the Williamson County in writing of its intent to terminate, and the agreement terminates 15 calendar days after the date on the notice. Upon termination, the Williamson County agrees to destroy its Emergency Notification System 9-1-1 database information and to

certify the destruction in writing to CAPCOG's Emergency Communications Department within two business days following termination of this agreement.

This letter agreement does not govern the creation or use of a file or folder of emergency numbers by the Williamson County *not* derived from the Emergency Notification System 9-1-1 information database.

Each individual signing this agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

Capital Area Council of
Governments

Williamson County

Betty Voights
Executive Director

CDBG Georgetown Housing Authority Agreement Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Sally Bardwell, HUD Grants
Department: HUD Grants
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the Georgetown Housing Authority Settlement Agreement that has been executed by the Housing Authority for the repayment of CDBG funds in the amount of \$159,314.

Background

The Georgetown Housing Authority Sierra Ridge Project was identified as an ineligible project by CDBG due to the lack of progress of the project. The Housing Authority must repay the County \$318,314 (CDBG funds utilized on the project). To date, \$159,000 has been repaid. The remaining dollar amount (\$159,314) is to be repaid based on an agreed upon settlement agreement.

Attached is the agreement that the Housing Authority has executed and submitted for the County's review.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [GHA Agreement](#)

Form Routing/Status

Form Started By: Sally Bardwell Started On: 12/29/2009 11:23 AM
 Final Approval Date: 12/29/2009



GEORGETOWN HOUSING AUTHORITY

December 28, 2009

Dan A. Gattis
County Judge
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626

Dear Judge Gattis,

We are enclosing a signed original of the Settlement Agreement that was drafted in order for the Georgetown Housing Authority to repay Williamson County for the use of CDBG Funds in the amount of \$318,314.00. This is not the latest draft wherein we were asked to increase our repayment amount to \$15,000 per quarter. Although our intent is to pay this debt off as soon as possible, we can't in good conscience obligate ourselves to this larger payment. Our income in the near future is unpredictable and the outcome of an ongoing Office of Inspector General investigation of our finances could change our financial picture.

Thank you for your patience regarding this matter. Again, we will pay the County back more quickly if circumstances permit. Please let us know if this signed draft enclosed meets with your approval.

Sincerely,
Georgetown Housing Authority

Marvin Dorsey
Chair

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SETTLEMENT AGREEMENT

This agreement is made on November 30, 2009 between the **GEORGETOWN HOUSING AUTHORITY** (hereinafter called "**GHA**") and **WILLIAMSON COUNTY, TEXAS** (hereinafter called "**County**") at Georgetown, Texas.

RECITALS

Whereas, County entered into and executed certain Funding Approval/Agreements with the U.S Department of Housing and Urban Development (HUD) for Community Development Block Grant Funds (CDBG);

Whereas, GHA entered into and executed subrecipient Agreements with GHA for use of CDBG funds for Fiscal Year 2006 and 2007 funding of the Sierra Ridge Apartments Project for CDBG funds in the total amount of \$ 318,314.00;

Whereas, for various reasons, GHA has failed to proceed with the Sierra Ridge Apartments Project after initial funding for certain engineering, planning and administrative costs, and HUD has demanded repayment of the total amount of previous funding from County based on HUD's interpretation that the funds must be repaid due to failure to comply with CDBG regulations;

Whereas, County has asserted a claim to GHA pursuant to the terms of the subrecipient Agreement for payment of the amounts claimed by HUD and GHA has paid County the amount of \$159,000.00 as partial payment on this obligation; and

Whereas, the GHA and County enter into this Agreement for purposes of compromising and settling County's claim for payment of the remaining amount (\$ 159,314.00) of funds to be paid;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, GHA and County agree as follows:

SECTION 1.

PAYMENTS BY GHA

1.01 GHA agrees and acknowledges that it owes the County the amount of \$ 159,314.00, being the remainder of the sum of \$ 318,314.00 in funds previously received by GHA from County pursuant to the subrecipient agreement less the \$ 159,000.00 partial payment paid or committed to be paid by GHA. In the event County must pay to HUD the \$159,314.00 owed prior to receipt of payment of the same from GHA, then GHA additionally agrees to pay pursuant to the terms of this Agreement the amount of interest (from TexPool or other investments) the County would have received on the amount of money paid to HUD for the period of time beginning with the date of County's payment to HUD and ending with receipt of full payment to County by GHA.

1.02 GHA agrees and promises to pay to County from unrestricted funds of GHA the amount of \$ 2,500.00 in quarterly payments on the dates of January 1, April 1, July 1 and October 1 of each year until GHA fully pays County the remaining amount owed County or until the amount owed County is fully satisfied from the sale of property and the payments described herein in 1.03, 1.04, 1.05 and 1.06 and the quarterly payments.

1.03 In the event GHA sells the real property described in Exhibit A attached to this Agreement (referred to elsewhere herein as the "Sierra Ridge Development Property"), then GHA shall pay to County the amount of money then due and owing to County pursuant to this Agreement from surplus proceeds of that sale, if any, that exceed the sum due to satisfy the debt and first lien owed to Union State Bank and customary closing costs. The parties understand and agree that the County's right to receive payment from funds received by GHA from the sale and County's right to a lien on the Sierra Ridge Development Property is inferior to and subordinate to the right of Union State Bank to recover the debt owed to it and secured by its first lien on the property.

1.04 GHA additionally agrees to pay to County, if received and upon receipt, seventy-five percent (75%) of the unrestricted amounts to be received by GHA from Shady Oaks GHA Housing L.P., including a development fee payment and promissory note payment(s) to be paid to GHA by Shady Oaks GHA Housing L.P.

1.05 In the event GHA sells the real property described as 1525 Northwest Boulevard consisting of 0.825 acre (an additional tract of land for the Sierra Ridge development), then GHA

shall pay to County the amount of money then due and owing to County pursuant to this Agreement from surplus proceeds of that sale, if any, that exceed the sum due to satisfy the debt and first lien owed to Compass Bank and customary closing costs. The parties understand and agree that the County's right to receive payment from funds received by GHA from the sale and County's right to a lien on this property is inferior to and subordinate to the right of Compass Bank to recover the debt owed to it and secured by its first lien on the property.

1.06 In addition to all other payments described herein, GHA shall pay to County any and all unrestricted funds received by GHA from any other source until the amount owed County is fully paid. The term "unrestricted funds", as used in this Agreement, shall mean funds of GHA that are not committed by legal regulation and requirements to be paid to other sources or uses and those funds that are not committed by reasonable budget appropriation to be paid to minimally necessary and reasonable operating expenses of GHA.

SECTION II

TERM

2.01 This contract shall commence on the above stated date, and shall remain in effect until GHA has fully paid the amounts to be paid to County pursuant to this Agreement.

SECTION III.

GRANT OF LIEN

3.01 Subject to GHA's receipt of consent from the first lien lender, GHA hereby agrees to grant to County a lien on the Sierra Ridge Development Property described in Exhibit A

attached hereto to secure payment of the obligation and the promise of GHA to pay County the amount due County pursuant to the terms of this Agreement. This lien will be secondary to, inferior and subordinate to the lien of Union State Bank. It will be memorialized by a deed of trust, filed in the real property records and a subordination agreement satisfactory to the first lien lender.

- 3.02 Subject to GHA's receipt of consent from the first lien lender, GHA additionally agrees to grant to County a lien on property described as 1525 Northwest Boulevard consisting of 0.825 acre (an additional tract of land for the Sierra Ridge development) to secure payment of the obligation and the promise of GHA to pay County the amount due County pursuant to the terms of this Agreement. This lien will be secondary to, inferior and subordinate to the lien of Compass Bank. It will be memorialized by a deed of trust, filed in the real property records and a subordination agreement satisfactory to the first lien lender.

SECTION IV.

SPECIAL PROVISIONS

- 4.01 GHA agrees to waive and does hereby waive governmental immunity to suit, if any, to the extent of any necessary future legal action by County to recover amounts due and owing pursuant to this Agreement.

SECTION V.

NON-ASSIGNMENT

5.01 This agreement may not be assigned by GHA without the prior written consent of the County.

SECTION IX.


ENTIRETY

6.01 This contract contains the entire agreement between the parties hereto and no representation, inducements, promises, agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

EXECUTED in duplicate original copies this 30 day of November, 2009.

GEORGETOWN HOUSING AUTHORITY

WILLIAMSON COUNTY



By: Marvin Dorsey
Chairperson,
Board of Commissioners

By: Dan Gattis
County Judge

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared MARVIN DORSEY, Chairperson of the Georgetown Housing Authority, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of November, 2009.



Deborah Faye Fullerton

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 10/03/2011

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared DAN GATTIS, County Judge of Williamson County, Texas, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of November, 2009.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires _____

EXHIBIT A

Lots 1 and 2, Block A, Lots 1 through 7, inclusive, Block B and Lots 1 through 9, inclusive, Block C, GATEWAY NORTHWEST, according to the map or plat thereof, recorded in Cabinet G, Slide 121, Plat Records, Williamson County, Texas

Repayment of HUD funds

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Sally Bardwell, HUD Grants
Submitted For: Sally Bardwell
Department: HUD Grants
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding repayment to HUD of CDBG funds in the amount of \$159,314 used in the Georgetown Housing Authority Sierra Ridge Project.

Background

HUD has requested repayment from Williamson County of \$318,314 in CDBG funds. These funds were used in the Georgetown Housing Authority Sierra Ridge Project. The project was identified as ineligible by HUD due to a lack of progress. To date, the County has repaid \$159,000. There is a remaining balance of \$159,314 owed to HUD.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sally Bardwell Started On: 12/29/2009 11:30 AM
 Final Approval Date: 12/29/2009

Request for Projects for use of CDBG funds Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Sally Bardwell, HUD Grants
Department: HUD Grants
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving request to issue a call for projects that will utilized FY10 Community Development Block Grant funds as well as unallocated CDBG funds from previous years.

Background

This action is to allow participating cities and non-profits to apply for Williamson County CDBG funds. The exact dollar amount for FY10 funding is not known at this time. Both FY10 funding and funds not allocated in previous years will be allocated to eligible projects. FY10 CDBG funds will be made available to approved projects beginning October 1, 2010. Reallocated funds can be utilized as projects are ready to proceed.

Attached is the application packet.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Program Guidelines](#)

Link: [Application Instructions](#)

Link: [Application](#)

Link: [Social Service Application Instructions](#)

Link: [Social Service Application](#)

Form Routing/Status

Form Started By: Sally Bardwell Started On: 12/30/2009 09:49 AM
 Final Approval Date: 12/30/2009



**WILLIAMSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM GUIDELINES and PRIORITIES**

FUNDING FOR FY2010 (OCT. 1, 2010 – SEPT. 30, 2011)

Williamson County was awarded Entitlement County status by the U.S. Department of Housing and Urban Development (HUD) in August 2003. The County applied for and received funding through the Community Development Block Grant (CDBG) program. Funds are intended to primarily benefit low- to moderate-income persons in Williamson County. This area is comprised of the unincorporated area of the County and the incorporated cities that have joined the urban County designation. These cities include Cedar Park, Georgetown, Granger, Jarrell, Leander, Liberty Hill, Taylor, Thrall and Weir.

The following information is designed to provide you with a better understanding of activities which can be funded through the Williamson County CDBG program.

Please contact Sally Bardwell, Williamson County Grants Coordinator, for assistance.
512-943-3757
sbardwell@wilco.org

Applications are due by 5pm on February 9, 2010.

ELIGIBILITY REQUIREMENTS

PROJECTS MUST BE DESIGNED TO MEET AT LEAST ONE OF THE FOLLOWING NATIONAL OBJECTIVES:

- Benefit low to moderate income persons (see income guidelines below). Abused children, elderly persons, battered spouses, homeless persons, adults meeting Bureau of Census' definition of severely disabled persons, illiterate adults, persons living with AIDS, and migrant farm workers qualify as Limited Clientele.
- Eliminate slums and/or blight.
- Meet an urgent community development need as in disaster relief.

FUNDING PRIORITIES AND GUIDELINES

- **High priorities** are those activities that will be considered for funding with CDBG funds during the five-year period of 2009 through 2013 prior to medium and low priorities.
- **Medium priorities** are those activities that will be considered for funding with CDBG funds during the five-year period of 2009 through 2013 following the consideration of high priorities.
- **Low priorities** are those activities that will NOT be funded with CDBG funds by the County during the five-year period of 2009 through 2013; however, the County will consider providing certifications of consistency and supporting applications submitted by other entities for non-County funds.

WILLIAMSON COUNTY WILL UTILIZE THE FOLLOWING GUIDELINES TO PRIORITIZE THE USE OF CDBG FUNDS OVER THE NEXT FIVE YEARS:

- Fund non-housing community development proposals that eliminate a threat to public health and safety. An example of this type of activity might involve the extension of a water line to an area served by lower income households whose private wells have been contaminated.
- Fund activities that expand the supply and/or improve the condition of housing affordable to lower income households, especially when these projects are undertaken in conjunction with public infrastructure improvements. Housing production allows for units to be added to the market under the assumption that

Williamson County
710 Main Street
Georgetown, TX 78626
(512) 943-3757

they will provide long-term assistance. Carrying out infrastructure improvements (such as sidewalk, curb, drainage, water, sewer and/or street improvements) in the immediate vicinity of new housing production will capitalize on the housing investment and add value to a larger residential area.

- Fund public facility proposals that benefit lower income households and persons, and persons with special needs.
- Fund projects that provide housing and supportive public services to lower income households and persons, as well as persons with special needs. (15% of the County's non-administrative CDBG budget can be used for public services).
- Fund activities that revitalize residential neighborhoods and stabilize business districts that are located within walking distance of residential neighborhoods.
- Fund projects that leverage other public and private resources.

THE FOLLOWING CHARTS REFLECT THE COUNTY'S PRIORITIES FOR
CDBG FUNDING FOR 2009-2013.

HOUSING NEEDS		
Extremely Low Income (0% up to 30% of MFI)		
		2009-2013 Funding Priority
Renters	Elderly	Low
	Small Related	Low
	Large Related	Low
	All Other	Low
Owners	Elderly	High
	Small Related	High
	Large Related	High
	All Other	High
Very Low Income (30% up to 50% of MFI)		
		2009-2013 Funding Priority
Renters	Elderly	Low
	Small Related	Low
	Large Related	Low
	All Other	Low
Owners	Elderly	High
	Small Related	High
	Large Related	High
	All Other	High
Low Income (50% up to 80% of MFI)		
		2009-2013 Funding Priority
Renters	Elderly	Low
	Small Related	Low
	Large Related	Low
	All Other	Low
Owners	Elderly	High
	Small Related	High
	Large Related	High
	All Other	High

HOMELESS NEEDS		
Families	Housing Type	2009-2013 Funding Priority
	Emergency Shelters	High
	Transitional Housing	Medium
	Permanent Supportive Housing	Medium
Individuals	Housing Type	2009-2013 Funding Priority
	Emergency Shelters	Medium
	Transitional Housing	Low
	Permanent Supportive Housing	Low

NON-HOMELESS SPECIAL NEEDS		
	Special Needs Population	2009-2013 Funding Priority
Housing Needs	Persons w/ Mental Illness	Medium
	Developmentally Disabled	Medium
	Physically Disabled	Medium
	Alcohol/Other Addiction	Medium
	Frail Elderly	Low
	Persons w/ HIV/AIDS	Low
	Public Housing Residents	Low
Supportive Services Needs	Special Needs Population	2009-2013 Funding Priority
	Frail Elderly	High
	Persons w/ Mental Illness	High
	Developmentally Disabled	High
	Physically Disabled	High
	Alcohol/Other Addiction	High
	Public Housing Residents	High
	Persons w/ HIV/AIDS	Low

NON-HOUSING COMMUNITY DEVELOPMENT NEEDS	
Public Facilities and Improvements	2009-2013 Funding Priority
Neighborhood Facilities	High
Solid Waste Disposal Improvements	High
Flood Drain Improvements	High
Water/Sewer Improvements	High
Street Improvements	High
Sidewalks	High
Homeless Facilities	Medium
Youth Centers	Medium
Child Care Centers	Medium
Health Facilities	Medium
Abused and Neglected Children Facilities	Medium
Handicapped Centers	Low
Parks, Recreational Facilities	Low
Parking Facilities	Low
Tree Planting	Low
Fire Stations/Equipment	Low
Asbestos Removal	Low
Facilities for AIDS Patients	Low
Operating Costs of Homeless/AIDS Patients Programs	Low
Economic Development	2009-2013 Funding Priority
Commercial/Industrial Rehabilitation	Medium
Commercial/Industrial New Construction	Low

Williamson County
710 Main Street
Georgetown, TX 78626
(512) 943-3757

SELECTION GUIDELINES

1. The project must meet one or more of the three national objectives.
2. The project must be a Consolidated Plan Priority activity.
3. The project or segment of a phased project must be ready to begin when funds become available on or after October 1, 2010 and be completed within one year or a reasonable amount of time.
4. When required, leveraged funds must be available at start of project.
5. Documentation of income eligibility and other demographic information is required.
6. The project sponsor must be able to meet all Williamson County requirements for insurance coverage.

SECTION 8 INCOME LIMITS

Austin--San Marcos, TX Metropolitan Statistical Area (MSA)

FY 2009

MFI: 73,300

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
30% OF MEDIAN	15400	17600	19800	22000	23750	25500	27300	29050
VERY LOW INCOME	25650	29300	33000	36650	39600	42500	45450	48400
LOW-INCOME	41050	46900	52800	58650	63350	68050	72750	77400

POVERTY INCOME DEFINITIONS

0-30% of Medium Income	Extremely Low Income
31-50% of Medium Income	Very Low Income
51-80% of Medium Income	Low Income



**WILLIAMSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
APPLICATION INSTRUCTIONS**

DO NOT USE THIS APPLICATION FOR SOCIAL SERVICE FUNDING REQUESTS

FUNDING FOR FY2010 (OCT. 1, 2010 – SEPT. 30, 2011)

Please note: All projects awarded CDBG funds from Williamson County are subject to Federal Regulations governing such award. Construction contracts are also subject to labor regulations including but not limited to Davis-Bacon Regulations and will be required to submit wage information to the Williamson County CDBG office. Project monthly progress reports along with other reporting requirements will be the responsibility of the entity receiving CDBG funds from Williamson County. Failure to submit requested and required project documentation could delay payment or forfeit CDBG award.

This application was designed for your convenience. It can be completed in two ways.

- Using Microsoft Word. The application can be found at www.wilco.org. Open the document and fill in the appropriate information. Use the tab key to navigate through the application. Once the form is completed, print, obtain appropriate signatures and submit. (preferred method)
- Manually. Open the document and print it. Manually complete the form. Obtain appropriate signatures and submit.

Applications must be received by 5pm on Tuesday, February 9, 2010. Please submit one original and four (4) copies.

Submit to:
Williamson County
Attn: Sally Bardwell, Grants Coordinator
710 Main Street
Georgetown, TX 78626

Applicant Organization Name & Contact Information

1. Complete information requested.

Project Information

1. Provide the Project Title.
2. Select from the pull down menu (Housing, Homeless Needs, Non-Homeless Special Needs, Non-Housing Community Development Needs).
 - a. Give specific type of project (use priority table to identify specific type of project)
3. Define the service area and/or project site and attach a map that identifies this information.
4. Check appropriate box.
5. Check appropriate box. If yes, indicate the number of years.

Type of Proposal

1. Check all that apply

Service Area

Provide the census tract(s) that the project serves. The US Census Bureau website can be utilized at www.factfinder.census.gov.

Williamson County
710 Main Street
Georgetown, TX 78626
(512) 943-3757

Total Number of Low and Moderate Income Person or Limited Clientele to be Served

The US Census Bureau website can be utilized at www.factfinder.census.gov.

Funding

1. Determine the amount of CDBG funds requested. Use budget table on page three of the application to determine this figure.
2. Determine the amount of funds that will be obtained from other resources.
3. Total Cost

Community Need

1. Describe the need and current condition of the problem and how it relates to the needs/priorities identified for Williamson County (see FY 2009-2013 Consolidated Plan Priorities included in this packet).
2. Describe the method or solution proposed.
3. Describe how the solution will effectively address the problem.
4. Describe the anticipated results.
5. Describe any collaboration with other organizations, programs, or entities.
6. Give any additional information.

Operation and/or Maintenance

1. Generally describe the resources necessary for the project. Do NOT identify budget here.

Staff Costs

1. Identify staff costs for the project.

Project Budget Estimate (totals will automatically calculate)

1. Double click on the budget spreadsheet to access cells.
2. Complete cells with estimated funding amounts. Totals will automatically calculate.
3. When completed, click outside of spreadsheet to gain access to Budget Narrative.
4. Complete Budget Narrative section.

Please note

- Funds obligated to the project will be tied to that obligation unless authorized to do otherwise.
- CDBG funds do not require leveraged funds.

To be submitted with completed application

1. Detailed timeline. Indicate start and end dates and major milestones expected throughout the project.
2. Map that shows project site and defines the service area.
3. Any additional information or documentation needed to fully explain the project.

Failure to submit requested documents or to provide adequate explanation may invalidate proposal.



**WILLIAMSON COUNTY
FY 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
APPLICATION FORM**

DO NOT USE THIS APPLICATION FOR SOCIAL SERVICE FUNDING REQUESTS

FUNDING FOR FY2010 (OCT. 1, 2010 – SEPT. 30, 2011)

Applicant Organization Name & Contact Information

ORGANIZATION NAME	
NAME & TITLE OF CONTACT PERSON	
ADDRESS LINE 1	
ADDRESS LINE 2	
CITY	
STATE	
ZIP	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

Project Information

PROJECT TITLE	
PROJECT DESCRIPTION	(select from pull down menu) Housing SPECIFICALLY:
PROJECT LOCATION/ADDRESS (attach a map which shows the project site and defines the service area)	
WILL THE PROJECT BE READY TO BEGIN ON OR ABOUT OCTOBER 1, 2010?	YES <input type="checkbox"/> NO <input type="checkbox"/>
IS THE PROJECT PHASED?	YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, please indicate the number of years:

Type of Proposal (place an X in all appropriate box(es))

NEW PROJECT ☐CONTINUATION PROJECT ☐EXPANSION PROJECT ☐

Service Area

Reminder: Attach a map which shows the project site and defines the service area

CENSUS TRACT(S)	
CENSUS TRACT(S) LOW/MOD %	

Total Number of Low and Moderate Income Persons or Limited Clientele to be Served

	NUMBER OF PERSONS	NUMBER OF HOUSEHOLDS
--	-------------------	----------------------

ALL PERSONS & HOUSEHOLDS TO BE SERVED BY PROJECT		
LOW AND MODERATE INCOME PERSONS & HOUSEHOLDS TO BE SERVED BY PROJECT		

Funding

AMOUNT OF CDBG FUNDS REQUESTED	\$
TOTAL FUNDS OBTAINED FROM OTHER RESOURCES	\$
TOTAL COST OF PROJECT	\$

Please Identify the Community Need:**Who is going to operate and maintain the facility or program and how will its operation be funded?****If the project requires staff, what are the staff costs?**

CDBG PROJECT BUDGET ESTIMATE

BUDGET CATAGORIES	TOTAL PROJECT COST (automatic calculation)	CDBG FUNDING	SPONSOR FUNDING	CONTRIBUTIONS	STATE/CITY or FEDERAL FUNDING	OTHER FUNDING
Professional Services (Architectural/Engineering)	\$0.00					
Construction Services	\$0.00					
Property Acquisition	\$0.00					
Property Rehabilitation	\$0.00					
Equipment Acquisition	\$0.00					
Other (specify in budget narrative)	\$0.00					
TOTAL PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Please note

- Funds obligated to the project will be tied to that obligation unless authorized to do otherwise.
- CDBG funds do not require leveraged funds.

BUDGET NARRATIVE

Please describe your project. For example: A 5,200 sq. ft. building with kitchen and two classrooms to be used as a day care center for sixty (60) children.

Authorization

 Authorized Signature for Project

 Title

 Date



**WILLIAMSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
APPLICATION INSTRUCTIONS
SOCIAL SERVICE PROJECTS**

FUNDING FOR FY2010 (OCT. 1, 2010 – SEPT. 30, 2011)

Please read the following Federal Regulation (CFR 570.201) before completing the application:

Basic Eligible Activities 570.201

(e) *Public services.* Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. **To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan.**

This application was designed for your convenience. It can be completed in two ways.

- Using Microsoft Word. The application can be found at www.wilco.org. Open the document and fill in the appropriate information. Use the tab key to navigate through the application. Once the form is completed, print, obtain appropriate signatures and submit. (preferred method)
- Manually. Open the document and print it. Manually complete the form. Obtain appropriate signatures and submit.

Applications must be received by 5pm on Tuesday, February 9, 2010. Please submit one original and four (4) copies.

Submit to:
Williamson County
Attn: Sally Bardwell, Grants Coordinator
710 Main Street
Georgetown, TX 78626

Applicant Organization Name & Contact Information

1. Complete information requested.

Project Information

1. Provide the Project Title.
2. Give a brief description of project.
3. Check appropriate box.
4. Check appropriate box. If yes, indicate the number of years.

Type of Proposal

1. Check all that apply

Williamson County
710 Main Street
Georgetown, TX 78626
(512) 943-3757

Project Funding

1. Determine the amount of CDBG funds requested.
2. Determine the amount of funds that will be obtained from other resources. Note, this is not the amount of leveraged funds and should include all other funds anticipated for use in the project.
3. Total Cost of project.
4. What portion of the funds obtained from other resources will be identified as leveraged funds? Note, funds obtained from other resources and amount of leveraged funds do not have to equal. The amount identified as leveraged funds will be used in scoring the application. The total of funds obtained from other resources (including the amount of leveraged funds) will be used for informational and reporting purposes only.

Background Information

1. Give a brief description of the organizations history and purpose.
2. Describe the need and current condition of the problem and how it relates to the needs/priorities identified for Williamson County (see FY 2009-2013 Consolidated Plan Priorities included in this packet).
3. Describe the method or solution proposed.
4. Describe how the solution will effectively address the problem.
5. Generally describe the resources necessary for the project. Do NOT identify budget here.
6. Describe the anticipated results.

Client Data

1. Complete all three tables. Use figures from February 2009 through January 2010. Ensure that totals agree between client tables. Use expected figures if project is a new service.
2. Give percent of total number of clients that are low to moderate income. Describe method used to document this. Example, limited clientele, income survey, etc. Also identify if you anticipate any significant change in the clientele served and how this change might impact the percent of low-mod.

Eligibility

Check appropriate box and attach required documents.

Service Area

Identify the geographic boundaries of the proposed service area. Please include cities and/or areas served. Attach a map that shows the project site and/or defines the service area.

Service Collaboration

List collaboration efforts provided to other County service providers and/or community organizations.

Board Data

Complete Board Data information requested.

Program Funding Data

1. List the amount of funds received from each type of source listed.
2. Specify funding source and the amount of award received.

Signatures

Obtain appropriate signatures.

Please note

- Funds obligated to the project will be tied to that obligation unless authorized to do otherwise.
- CDBG funds do not require leveraged funds.

Failure to submit requested documents or to provide adequate explanation may invalidate proposal.



APPLICATION TO BE USED FOR SOCIAL SERVICE PROJECTS ONLY

WILLIAMSON COUNTY

FY 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

APPLICATION FORM

SOCIAL SERVICE PROJECTS

FUNDING FOR FY2010 (OCT. 1, 2010 – SEPT. 30, 2011)

Please read the following Federal Regulation (CFR 570.201) before completing the application:

Basic Eligible Activities 570.201

(e) *Public services.* Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. **To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan.**

Applicant Organization Name & Contact Information

ORGANIZATION NAME	
NAME & TITLE OF CONTACT PERSON	
ADDRESS LINE 1	
ADDRESS LINE 2	
CITY	
STATE	
ZIP	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

Project Information

PROJECT TITLE			
PROJECT DESCRIPTION			
WILL THE PROJECT BE READY TO BEGIN ON OR ABOUT OCTOBER 1, 2010?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
IS THE PROJECT PHASED?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If YES, please indicate the number of years:

Type of Proposal (place an X in all appropriate box(es))

NEW PROJECT ☐

CONTINUATION PROJECT ☐

EXPANSION PROJECT ☐

Project Funding

AMOUNT OF CDBG FUNDS REQUESTED	\$
TOTAL FUNDS OBTAINED FROM OTHER RESOURCES	\$
TOTAL COST OF PROJECT	\$

BACKGROUND INFORMATION

Organization History and Purpose

Description of the Community Need

Method or Solution Proposed (Identify new service or quantifiable increase in the existing service)

How Project will Effectively Address Problem(s)**Resources Necessary for Project****Results****CLIENT DATA (ensure that totals agree between client tables)****Precinct and Census Tract** (Use data from February 2009 through January 2010.)

Precinct Number	1	2	3	4	Non-County	Total
Census Tract Served						
Number of Clients Served						

If Applicable, explain why agency serves non-urban county residents:

Ethnicity and Gender (Use data from February 2009 through January 2010.)

Ethnicity	Male	Female	Total
White			
Black			
Native American			
Asian			
Hispanic			
Other			
Total			

Age of Client Population (Use data from February 2009 through January 2010.)

[illegible]

Explanation if needed:

Percent Low-Mod

--

Eligibility

Does project participation depend upon income or any other determination of eligibility?

YES ☐

NO ☐

If yes, attach the program's eligibility criteria.

Does the project charge client fees?

YES ☐

NO ☐

If yes attach the program's fee policy.

Service Area (Identify the geographic boundaries of the proposed service area. Please include cities and/or areas served.

Attach a map that shows the project site and/or defines the service area.)

SERVICE COLLABORATION

[illegible]

BOARD DATA

NUMBER OF BOARD MEMBER POSITIONS AUTHORIZED	
NUMBER OF BOARD MEMBER POSITIONS FILLED	
NUMBER OF ANNUAL BOARD MEETINGS SCHEDULED	
THE LENGTH OF THE BOARD MEMBERSHIP TERMS	
NUMBER OF CONSECUTIVE TERMS A MEMBER CAN SERVE	

Briefly describe how board members are recruited and selected

--

PROGRAM FUNDING DATA

Funding Source	Previous Year FY 08/09	Current Year FY 09/10	Requested FY 10/11
Local Government			
State Government			
Federal Government			
Non-Government			
In-Kind Contributions			
Total Funding			

Specify each funding source and the amount awarded by each.

--

Authorization

Executive Director
Signature
Date

Chair of Board of Directors
Signature
Date

Please include the following documents with this proposal:

1. Detailed budget of project, specifically outlining the use of CDBG funds and leveraged funds for this project.
2. Agency charter and amendments.
3. Agency by-laws and amendments.
4. Copy of the agency's mission statement
5. Copy of the board minutes detailing election of current Board Officers.
6. Schedule of board meeting dates and locations for the proposed fiscal year.
7. Organization chart of the agency's total organizational structure which clearly identifies each position for which funding is requested.
8. Resumes of executive director and key staff for this project.
9. Tax exempt Status (copy of current authorization).
10. Certificate of Occupancy (copy of current authorization).
11. Copy of most current fiscal audit of the agency.
12. Job descriptions for personnel positions that are included in the proposal budget.

Education Affiliation Agreement Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Kenny Schnell, EMS
Department: EMS
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding an education affiliation agreement with WCEMS for Laramie County Community College.

Background

This is a request to allow Laramie County Community College paramedic students the opportunity and means to receive supervised experience/instruction in a professional setting under the direct supervision of a WCEMS qualified clinical instructor during EMS ride outs. Please see attached agreement for more details.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [LCCC Education Affiliation Agreement](#)

Form Routing/Status

Form Started By: Kenny Schnell Started On: 12/15/2009 07:42 AM
 Final Approval Date: 12/15/2009

EDUCATION AFFILIATION AGREEMENT

Agreement No. **EA10-WillCtyEMS**

THIS AGREEMENT, made and entered into as of the date set forth on the signature page below, by and between Laramie County Community College (*hereinafter referred to as LCCC*), whose address is 1400 East College Drive, Cheyenne WY, 82007, and Williamson County EMS, acting by and through Williamson County, a political subdivision of the State of Texas (*hereinafter referred to as Provider*) whose address is PO Box 873, Georgetown, TX 78627.

WITNESSETH:

WHEREAS, LCCC desires to obtain and Provider represents and warrants that it has the skill and expertise to provide certain services, the scope of which is more fully described herein;

WHEREAS, LCCC has an established emergency medical technician program and offers to its enrolled students a degree in the field of emergency medical services;

WHEREAS, Provider operates healthcare facilities in proximity to LCCC that are suitable for educational need and are a mutual benefit to both Parties and the community;

WHEREAS, LCCC desires to provide to its students a hands-on education and clinical learning experience through the application of knowledge and skills in actual patient-centered situations and facilities; and,

WHEREAS, Provider has agreed and is willing to provide such facilities, and is uniquely qualified to provide such services;

NOW, THEREFORE, The Parties mutually agree to cooperate in the arrangement for the students to acquire clinical experience in the observation and/or performance of patient upon terms and conditions set forth herein:

I. DEFINITIONS

A. "Clinical Experience" means a program of study as part of LCCC's course or degree requirements, conducted in cooperation with the Provider, whereby students receive supervised experience and instruction in a professional setting under the direct supervision of a qualified clinical instructor. Clinical Experience shall be the same as clinical training.

B. "Site Supervisor" means that person qualified, employed or retained by the Provider as responsible for the development and administration of the Clinical Experience affiliation with LCCC, jointly approved by both parties.

C. "Student" means a person enrolled through LCCC and who is to perform the Clinical Experience and registered in the appropriate certification or degreed program.

D. "LCCC Supervisor" means the person employed by LCCC to serve at a qualified clinical facility and is responsible for the development and administration of this Clinical affiliation with the Provider. Said supervisor shall be jointly approved by both parties.

E. "Program" means the course of academic requirements necessary to obtain the appropriate certification or degree.

F. "Program Participant" means a student, staff, faculty or support personnel related to Program.

II. AGREEMENT DOCUMENTS

The Agreement documents consist of the Agreement between LCCC and Provider (*hereinafter the Agreement*), all attachments, exhibits or other documents hereby incorporated by reference and made a part of this Agreement. Unless specifically identified in the Agreement, the Agreement documents do not include any other documents not described herein, any conversations, other memoranda, or other matter between the parties relating to the subject of this Agreement, oral or written. The Parties agree to comply with the Agreement Documents.

III. TERMS OF AGREEMENT

This agreement is effective when all parties have executed it per Agreement Article XIV. The term of this Agreement is from January 4, 2010 through December 31, 2013 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article XI of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

IV. REPRESENTATIONS AND RESPONSIBILITIES OF LCCC

LCCC shall be responsible for the implementation and operation of the clinical component of its program at the designated facility, which Program shall be pre-approved by Provider. Specific responsibilities shall include, but not be limited to:

- A. Provide, implement and maintain the respective program related to the student experience including: (i) establish & evaluate classroom theory and practical instruction; (ii) coordinate placement, assignment and rotation of students; (iii) administer training, education and other information for the students; (iv) provide students with a grade and appropriate credit hours for completing clinical training; (v) maintain ultimate control over academic aspects of clinical experience; and,
- B. Performance of such other duties as may from time to time be agreed to via written instrument between LCCC and Provider; and,
- C. Require each student to sign a "Confidentiality Statement" (*Exhibit "A"*) and a "Statement of Responsibility" (*Exhibit "B"*).
- D. Maintain sole responsibility for developing and maintaining the educational curriculum, establishing objectives and standards of clinical training experiences, offering programs eligible for accreditation, and all other matters pertaining to acquiring the educational goals and needs of LCCC.
- E. Provide (*upon request*) documentation of measles and rubella titer showing immunity or record of MMR vaccine less than ten (10) years old, Hepatitis B vaccine series, a signed declaration statement, or Anti-HBs or HbsAB and PPD (mantoux) less than twelve (12) months old, or an annual Tuberculosis questionnaire.
- F. Inform Program Participants of their responsibility to provide any transportation, meals and lodging related to the Clinical Experience.
- G. Advise faculty and students assigned to Provider's facilities of their responsibility for complying with the policies, rules and regulations of Provider.
- H. Provide general comprehensive liability insurance in the amount of \$1,000,000 covering bodily injury and property damage liability with a professional liability endorsement which includes "malpractice" coverage for faculty and students of LCCC while students are involved with Provider. The required insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Provider.

LCCC acknowledges that LCCC's insurance shall be deemed primary with respect to any insurance or self insurance, if any, carried by Provider for liability arising out of operations under this Agreement. The Provider, its officials, directors, employees, representatives, and volunteers shall be added as additional insured as respects operations and activities of, or on behalf of the named insured performed under this Agreement. In addition, LCCC will provide, if required by applicable State law, Workman's Compensation as required by the respective State law for faculty and students participating in the program.

I. Shall agree to conduct a background investigation for its faculty and students participating in the respective Program in a similar manner and in accordance with the policies required of Provider employees. The background check shall include a criminal background check that complies with the federal and state laws and regulations and Provider policy to ensure individuals are suitable for a patient care environment.

J. Shall agree to require Program Participants to undergo "for cause" drug screening in a similar manner and under policies similar to those affecting employees of the Provider.

V. REPRESENTATIONS AND RESPONSIBILITIES OF PROVIDER

A. Shall provide professional instruction for appropriate training and clinical experiences at approved and designated facilities.

B. Shall provide and/or pay for necessary physical facilities, clinical equipment, materials, supplies, or other expenses reasonably necessary to provide this clinical service in accordance with affiliation objectives(*unless otherwise specified*).

C. Shall provide each student with access to a planned program of hands-on experience, consistent with the educational and accreditation objectives per the respective program established by LCCC.

D. Shall provide a designated staff member by respective department to serve as a liaison with respective LCCC program to observe and assist with various aspects of patient care.

E. To the extent Provider deems necessary, Provider shall provide general comprehensive liability insurance in the amount of \$1,000,000 covering bodily injury and property damage liability including a professional liability endorsement which includes "malpractice" and other relevant coverage for its officers, agents, volunteers, employees and representatives.

F. Will provide all assigned students with an orientation to Provider's facilities, rules and regulations, confidentiality laws, and procedures with regard to patient and medical records.

G. Provider may immediately remove from the designated facility premises any student(s) who pose an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Such removal shall be documented via written instrument and be forwarded to LCCC for review.

H. Shall maintain ultimate responsibility for patient care and treatment, and for the safety, health and welfare of Provider's patients.

VI. MUTUAL REPRESENTATION AND RESPONSIBILITIES

The Parties shall cooperate to fulfill the following mutual representations and responsibilities:

A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Provider or its designated facility.

B. Any courtesy appointments to faculty or staff by either Provider or LCCC or a designated facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

C. Reserves the right to withdraw from the Clinical Program any student whose health (*given reasonable accommodation*) or performance is a detriment to patient well-being or to the achievement of the stated objectives of the respective Program and complies with applicable due process per respective Program discipline.

D. Affirms that they have an Exposure Plan Protocol which meets OSHA requirements for an infection control program.

E. Will establish the education objectives for the affiliation, devise methods for their implementation, and evaluate their effectiveness.

F. Will not unlawfully discriminate against any employee, applicant, or student enrolled in their respective program because of race, color, creed, religion, age, handicap, sex, ancestry, veteran's status or national origin.

VII. COMPENSATION

Compensation benefits for this Agreement shall include Two Hundred Fifty dollars (\$250.00) (\$1.00 dollar per hour) to be paid by LCCC to the Provider. Compensation shall be paid to Provider within thirty (30) days from the date of Provider's invoice for payment.

VIII. REPRESENTATIVES

All notices, communications, correspondence and transmittals regarding this Agreement shall be done so via written instrument to the below designated Agreement representatives.

LCCC's representative for commercial and contractual matters is Jerry L. Harris, (307) 778-1280, 1400 East College Drive, Cheyenne WY 82007.

LCCC's program representative is Patrick Currie, (307) 778-1149, 1400 East College Drive, Cheyenne WY 82007.

Provider's representative for this Agreement is Kenny Schnell (512) 943-1264, whose address is PO Box 873, Georgetown TX 78627.

IX. OTHER PROVISIONS

This Agreement shall include additional provisions as applicable to the specific scope of services and/or work.

A. **Amendments:** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.

B. **Americans with Disabilities Act:** The Provider shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 *et seq.*, and any properly promulgated rules. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status or handicap in either the selection of students for participation in the Program, or as to any respect of the clinical training, provided however, that with respect to the handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program. LCCC assures that, at all times during the performance of any resulting contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of, services, programs, or activities performed by LCCC for the benefit of the Provider.

C. **Applicable Law/Venue:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the state of Texas. The Courts of the state of

Texas shall have jurisdiction over this Agreement and the parties, and the Venue shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas.

D. **Compliance of Law:** The Provider and LCCC shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

E. **Confidentiality:** Each party and its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by the other party. Neither party nor any of its employees or agents shall disclose any knowledge, information or documents entrusted to it or them by the other party to any person, firm or corporation other than the person, firm or corporation designated by the other party. Knowledge, information and documents entrusted by each party to the other party may include, but are not limited to, the names of vendors and the terms and conditions (*including financial information*) with vendors, the names of patients and the terms and conditions (*including financial information*) of agreements with, or for the benefit of, patients, medical records and information, trade secrets, proprietary information, non public information, clinical, marketing, personnel and administrative policies, procedures, manuals and reports, written agreements, contracts, including this Agreement, and other assets of either party.

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

F. **Force Majeure:** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform immediately notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party.

G. **Indemnification:**

1. LCCC WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OFFICERS, AGENTS, VOLUNTEERS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS AND DAMAGE TO PROPERTY OR INJURY OR DEATH TO PERSONS, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES, ARISING FROM THE ACTS OR OMISSIONS OF LCCC, ITS FACULTY OR STUDENTS. LCCC SHALL BE LIABLE UNDER THE PROVISIONS OF THIS PARAGRAPH FOR SUCH OBLIGATION, COSTS OR EXPENSES ONLY TO THE EXTENT THAT SUCH ACT OR OMISSION IS CAUSED BY THE FACULTY OR STUDENTS OF LCCC.

2. TO THE EXTENT ALLOWED BY TEXAS LAW, PROVIDER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS LCCC, ITS OFFICERS, AGENTS, VOLUNTEERS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS AND DAMAGE TO PROPERTY OR INJURY OR DEATH TO PERSONS, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES, ARISING FROM THE ACTS OR OMISSIONS OF PROVIDER. TO THE EXTENT AUTHORIZED BY TEXAS LAW, PROVIDER SHALL BE LIABLE UNDER THE PROVISIONS OF THIS PARAGRAPH FOR SUCH OBLIGATION, COSTS OR EXPENSES ONLY TO THE EXTENT THAT SUCH ACT OR OMISSION IS CAUSED BY PROVIDER.

H. **Non-Exclusive Agreement:** This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

I. **Proof of Insurance:** Neither the Provider nor LCCC shall commence the services under this Agreement until LCCC has provided a "Certificate of Liability Insurance Certificate" document. Proof of required insurance must be submitted via written certificate and submitted to Agreement representatives.

J. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its' terms disregarding such unenforceable or invalid provision.

K. **Sovereign Immunity:** Neither party waives sovereign immunity by entering into this Agreement and specifically retains all immunity and all defenses available to it as a sovereign pursuant to applicable Wyoming Statutes and all other Wyoming law and Texas law.

X. **ASSIGNMENT; SUCCESSORS AND ASSIGNS**

Neither this Agreement nor any of the rights and obligations of either party shall be assigned or transferred in whole or in part without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

XI. **TERMINATION**

A. **Term.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated upon six (6) month's written notice of either party, but not unreasonably terminated during an academic terms so that students presently enrolled will be allowed to complete the educational requirements of the respective program.

B. **For Convenience.** If for any other reason either party desires to terminate this Agreement for convenience and upon the condition that such Party is not in breach of any of the terms and conditions of this Agreement at such time, it may terminate this Agreement for convenience upon one-hundred eighty (180) calendar day advance written notice to the other Party. Upon receipt of such notice, Provider will immediately discontinue specific services and subsequent financial obligations.

C. **Termination Compensation.** In the event of a termination for convenience, it is understood and agreed that only the amounts due for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either Party's termination of this Agreement for convenience.

D. **Termination Notices.** It is agreed that any and all termination notices by both Parties shall be transmitted via signed written instrument, and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth in Agreement Article VIII, or at such other address as either Party shall designate to the other Party in writing hereafter.

XII. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. This Agreement and all incorporated documents by reference contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

XIII. RELATIONSHIP OF THE PARTIES

Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures, students or associates of one another. The employees, students or agents of one party shall not be deemed or construed to be the employees, students or agents of the other party for any purposes whatsoever.

XIV. AGREEMENT ATTACHMENTS AND EXHIBITS

The following Attachments and Exhibits are incorporated herein by reference and attached hereto and shall become a part of this Agreement for all purposes:

Exhibit "A"	Student Confidentiality Statement
Exhibit "B"	Student Statement of Responsibility

XIV. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the date written below.

Williamson County EMS

Provider Name

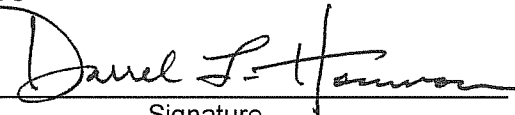
By: _____
Signature

Name: _____
Printed Name

Title: _____

Laramie County Community College

LCCC

By: 
Signature

Name: Darrel L. Hammon, Ph.D.
Printed Name

Title: College President

Signatures have been affixed and this certain Agreement No. EA10-WillCtyEMS which is duly executed on this

____ day of _____, 20____.

MH Transformation Grant Renewal Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Annie Burwell/MOT
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on contract extension with the Texas Health Institute for the Texas Mental Health Transformation Initiative grant.

Background

Williamson County was one of eight counties selected for the five year Texas Mental Health Transformation Initiative grant. The first agreement was signed in July of 2007. The County's main project has been the development of a live web-based mental health electronic records system to improve the service to mental health consumers and the safety of the professionals responding to a crisis.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Signed Extension](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 12/21/2009 10:08 AM
 Final Approval Date: 12/28/2009

AGREEMENT EXTENSION ADDENDUM

On July 25, 2007, Texas Health Institute ("THI") and the Williamson County Mental Health Task Force ("Provider") entered into an Agreement ("Original Contract") for the provision of services by Provider to THI under a Department of State Health Services ("DSHS") Texas Mental Health Transformation Initiative ("DSHS Contract") between DSHS and THI. The DSHS contract has been extended until September 30, 2010. As such, THI and Provider would like to extend the Original Contract until that date. All of the terms and conditions in the Original Contract shall remain in effect, except where superseded by this Agreement Extension Addendum. The areas which are superseded include the term, which shall extend from October 1, 2009 until September 30, 2010 ("Extension Term"), the total compensation for the Extension Term, which shall be fifty thousand dollars (\$50,000), and the deliverables for the Extension Term, which are listed below. This amount would be the \$50,000 that would be devoted to these particular objectives/strategies. The only prohibition about the use of these dollars is that these dollars must pertain to infrastructure; they should not be used to provide direct services. Documentation of these expenditures must be available for review at the local level, but do not need to be included with the invoice to the Texas Health Institute. This Agreement Extension Addendum and Attachment A, shall be fully incorporated into the Original Contract between the parties.

- Submit invoices along with General Ledger on a monthly basis. If you do not have on-going monthly expenses, at a minimum submit a quarterly invoice. If you do not have any expenses for the quarter, submit invoice that shows 0 dollars spent.
- Invoices must be submitted prior to the 25th of the month to be included in that month's billing. If submitted after the 25th, they will be submitted in the next month billing cycle.
- Report the status of objective/strategies using a Powerpoint template provided by DSHS at each quarterly meeting of the MHT Community Collaboratives.
- See attached Attachment A.

SIGNED:

TEXAS HEALTH INSTITUTE (THI)

By: Camille D. Miller *SW*
Camille D. Miller, President/CEO

Date: 12/18/09

WILLIAMSON COUNTY MENTAL HEALTH TASK FORCE (PROVIDER)

By: _____

Date: _____

Mental Health Transformation Grant #5
Subcontract Form
October 2009

Objectives/Strategies	Timeline	Performance Measures	Budget	Local Contribution	Status
<i>Technology and Data Collection</i>	Monthly	Pay monthly user fees for Project Emerson Users	\$7,200		
A. Improve data collection and collaboration between emergency mental health providers					
B. Improve data collection and collaboration between emergency mental health providers	Provide training to CIT officers by February 1, 2010 and monthly as needed and ER personnel by June 1, 2010	Training complete and officers using system on a regular basis	\$0	Officer and training time	
C. Improve data collection and collaboration between mental health providers	Purchase hardware or equipment by July 1, 2010	Purchase mobile equipment for vehicles (laptop stands or printers)	\$1,200	Installation	
D. Update and upgrade mental health website -- WilcoMentalHealth.org	Monthly	Update and improve website on a monthly basis	\$0	Williamson County IT Department personnel time, intern time	
E. Consolidate and Improve Data Collection	Hire by temporary employee by February 1, 2010	Hire Temporary employee to collect, analyze, and disseminate data as directed by Task Force Subcommittee	\$9,000 – employee \$1,000 report printing and copying	HR assistance, supervision time, guidance by MH Task Force Subcommittee	
<i>Collaboration</i> – continue and improve community stakeholder collaboration A. Continue Mental Health Task Force meetings and subcommittee meetings	Monthly	Monthly meeting with all stakeholders	\$0	Personnel time, meeting space	

Training – to learn and promote promising practices and educate are professionals regarding policies and procedures related to emergency commitments A. For professionals	Host county conference for professionals by August 1, 2010	Conference for 150 participants -- or smaller workshops to for more participants throughout the year – subcommittee to determine by February 1, 2010	\$8,000 - includes materials, room rental, food, travel reimbursement	
B. For consumers and professionals	Participate in training by August 1, 2010	Send up to four consumers and/or professionals to national or regional conferences devoted improving consumer voice initiatives and/or community collaboration At this time “Mental Health First Aid Training for the Trainer” and the National Council Conference are being considered	\$10,600 – includes flights, hotels, training, food	
Consumer Voice – increase the number of consumers and family members involved in community collaborative	Hire temporary employee by June 1, 2010	Temporary employee will assist with Consumer Voice initiatives as directed by the Mental Health Task Force – including but not limited to consumer focus groups, peer to peer training sessions, and/or organizing consumer voice conference or workshop	\$13,000	Office space, supplies, equipment
Total			\$50,000	

1. Microsoft Office Groove, soon to be named Microsoft Office SharePoint Workspace is a desktop application designed for document collaboration in teams with members who are regularly off-line or who do not share the same network security clearance. Groove's uses have included coordination between emergency relief agencies where different organizations do not share a common security infrastructure and where offline access is important, and amongst teams of knowledge workers, such as consultants who need to work securely on client sites. It is also used as a staging system for documents in development, where content can be worked up then transferred to a portal when complete.
2. CIT – Williamson County Crisis Intervention Team
3. MOT – Williamson County Mobile Outreach Team

Legislative Changes Requiring Court Action, 1/5/10

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Nancy Rister, County Clerk
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

In accordance with HB 3637 of the 81st Legislative session, discuss and consider approving a filing fee of not more than \$10.00 for each civil case filed in a county court, statutory county court, or district court.

Background

Fee is to be deposited into a court record preservation account and administered by the County Commissioners. This fee is to be used only to digitize court records to preserve them from natural disasters.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 12/21/2009 02:23 PM
Final Approval Date: 12/28/2009

Discuss the Florence Communications Tower. Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss the Florence Communications Tower.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess
Started On: 12/17/2009 12:28 PM
Final Approval Date: 12/28/2009

**Discuss and take action on the reappointment of Jim Briggs to ESD#8.
Commissioners Court - Regular Session**

Date: 01/05/2010
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take action on the reappointment of Jim Briggs to ESD#8.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess
Started On: 12/22/2009 09:13 AM
Final Approval Date: 12/28/2009

ESD #8 Appointment Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Rachel Rull, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on the appointment of Christopher Stanley to the ESD #8 Board.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Stanley Resume](#)

Form Routing/Status

Form Started By: Rachel Rull Started On: 12/29/2009 08:13 AM
Final Approval Date: 12/29/2009

CHRISTOPHER STANLEY AND ASSOCIATES, P.C.

PHONE: (512) 869-7566 FACSIMILE: (512) 869-8312

WWW.CHRISTOPHERSTANLEY.COM**FACSIMILE TRANSMITTAL SHEET**

TO:	Hon. Dan A. Gattis	FROM:	Christopher Stanley
COMPANY:	County Judge, Williamson County	DATE:	11/16/2009
FAX NUMBER:	943-1662	TOTAL NO. OF PAGES INCLUDING COVER:	3
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:	ESD Board Appointment	YOUR REFERENCE NUMBER:	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTICE: The information contained in this facsimile transmission is legally privileged and confidential, intended for the use of the individual(s) or entities listed above. If the reader of this electronic mail message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this electronic mail message is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and destroy this message. Thank you for your consideration.

PLEASE SEE ATTACHED CORRESPONDENCE

1104 ROCK STREET
GEORGETOWN, TEXAS 78626

**Christopher Stanley
and Associates, P.C.**

1104 Rock Street

Georgetown, Texas 78626

Phone: (512) 869-7566 - (866) 869-7566

Facsimile: (512) 869-8312

www.christopherstanley.com

Christopher Stanley
Bridget Chapman

Writer's E-Mail:
chris@christopherstanley.com

November 16, 2009

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

By Facsimile Only: (512) 943-1662

RE: ESD Board Appointment

Dear Judge Gattis:

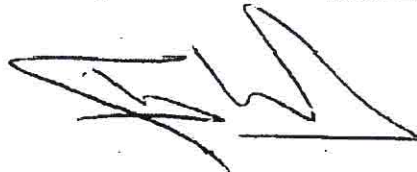
I would be happy to serve on one of the ESD boards. I have a background in business and law, and also have a background in emergency work through my service as a volunteer with the GFD when they had a volunteer force.

I'm not sure which district I live in. It will either be 5 (Jarrell) or 8 (Georgetown). My home is at 170 Fairway, which is located directly west of the homes on St. Andrews in Berry Creek Phase 1. I am outside of the Georgetown city limits and in the Jarrell school district, but I am served by Georgetown fire. I am happy to serve wherever I'm needed.

Enclosed is my resume. Please let me know if I can help.

Sincerely,

Christopher Stanley and Associates, P.C.



By: Christopher Stanley
For the Firm

November 16, 2009

Page 2

Christopher Stanley

Admitted to Bar in Texas (1988); admitted to practice before all state courts; U.S. District Court, Northern, Southern, Eastern, and Western Districts.

Education: B.A. Texas A&M University (1985) J.D. South Texas College of Law (1988); Mediator Certification - A.A. White Dispute Resolution Center (1995).

Associate, Gustafson & Venzke, Houston (1988-1992); Asst. General Counsel, State Bar of Texas (1992-1993); Sole Practitioner, Christopher Stanley, Attorney - Mediator (1993-2000); Director, Christopher Stanley and Associates, P.C. (2000-present), focusing on construction and mechanic's lien law litigation, general business litigation and support. Mediation docket includes construction, general civil and family law disputes.

Professional Associations: State Bar of Texas, Section Member: Litigation and Construction; Williamson County Bar Association (Director 1996); Member, State Bar of Texas District 8C Grievance Committee (2003-2006), Panel Chair (2004-present); Associate Member, Texas Capital Area Builders Association; National Association of Home Builders; Professional Member, Southern Building Code Congress International (1999-2003); Professional Member, International Conference of Building Officials (1999-2003); Approved Mediator, United States District Court, Western District of Texas -- Austin Division; Austin Bar Association, Civil and Construction Sections (2005-present).

Civic Associations: Williamson County Child Advocacy Center, Director (2002-2009); Georgetown Kiwanis (1992-2001, 2005-2006), Georgetown Fire Department (1993-1999); Georgetown Habitat for Humanity Building Committee (2001-2002), Georgetown Chamber of Commerce, Director (2002-2004), Member, Government Issues Committee and Urban Planning Committee (2002-2004); Texas XXXX's Rugby Football Club (1998-current); Georgetown Youth Baseball Association, Pop Warner Football Association, Harley Owner's Group - Central Texas Chapter (Charter Member), Aircraft Owners and Pilots Association (2004 - present).

Discuss and take appropriate action regarding hiring of Director of Veterans' Services.**Commissioners Court - Regular Session**

Date: 01/05/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding hiring of Director of Veterans' Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 12/22/2009 04:15 PM
Final Approval Date: 12/28/2009

award of bid contract # 10WCA002 A Aggregate for WILCO Unified Road and Bridge System

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Aggregate for Williamson County Unified Road and Bridge System to the low bid meeting specifications - Vulcan Construction Materials, LP

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Bid tabulation Aggregate 10WCA002 A](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Jonathan Harris	12/29/2009 03:12 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	12/29/2009 04:08 PM	APRV
Form Started By: Kerstin Hancock			Started On: 12/29/2009 03:05 PM	
Final Approval Date: 12/29/2009				

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

AGGREGATE

BID NUMBER: 10WCA002 A

Recommended Award: PRIMARY – Vulcan Materials

SECONDARY – Martin Marietta Materials

ITEM #	DESCRIPTION	UNIT	VULCAN MATERIALS	MARTIN MARIETTA MATERIALS
1	Aggregate, TxDot Item 302, Type –E, SAC-A, Igneous Rock, RSLA-Max 18, Grade 3	Ton	38.50	42.62
2	Aggregate, TxDot Item 302, Type –E, SAC-A, Igneous Rock, RSLA-Max 18, Grade 4	Ton	38.50	42.62
3	Aggregate, TxDot Item 302, Type –E, SAC-A, Igneous Rock, RSLA-Max 18, Grade 5	Ton	38.50	42.62

Consider authorizing and signing the customer Agreement with Texas Online

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Bonnie Sims, J.P. Pct. #1
Submitted For: Dain Johnson
Department: J.P. Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider authorizing and signing the customer Agreement with Texas Online.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Contract](#)

Form Routing/Status

Form Started By: Bonnie Sims Started On: 12/15/2009 09:13 AM
Final Approval Date: 12/15/2009



301 Congress Avenue, Suite 400
Austin, TX 78701

T 512 651 9300

F 512 651 9334

December 4, 2009

Williamson County
Judge Dain Johnson
211 Commerce Blvd., STE 106
Round Rock, TX 78664

Dear Judge Johnson:

The purpose for this memorandum is to provide you with guidance for completing the Customer Agreement.

I have provided the Customer Agreement in triplicate. I request that a Williamson County authority sign page 2 for each of the three copies and provide them all back to me in order to obtain a final Department of Information Resources signature. After doing so, I will return to you a fully executed Customer Agreement at the County address stated on page two. TX NICUSA and DIR will hold the remaining two copies.

I have enclosed a FedEx envelope and pre-filled shipping label for your use in returning the copies to me. Please fill in the day (at the top of the shipping label) when you return the envelope.

Please let me know if you have any questions.

Respectfully,

Christopher A. Bowman
Contracts Management
512-501-5981

✍

Aquaforest TIFF Junction Evaluation

This Customer Agreement is effective on the 1st day of January, 2010 by and between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC (Vendor), and Williamson County (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the Master Agreement.

BACKGROUND

TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009, including the Customer Agreement Standard Terms and Conditions. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this Customer Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by TexasOnline 2.0 by agreeing to abide by this Customer Agreement, including the Customer Agreement Standard Terms and Conditions. The TexasOnline 2.0 Master Agreement and this Customer Agreement represent the entire agreement for access to, and use of, TexasOnline 2.0 Services by Customer.
2. TexasOnline 2.0 offers a variety of website development and hosting, e-commerce and related support services to Customers. Exhibit A provides the List of Applications, List of Services, and Fee Schedule for this Customer Agreement. Specifications and additional terms for a service or application may be described in a Business Case. The applicable approved Business Case will be listed in Exhibit A and attached thereto, and is incorporated by reference for all purposes into this Customer Agreement.
3. All notices permitted or required under this Customer Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

Aquaforest TIFF Junction Evaluation

If to DIR:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701

If to Vendor:

Texas NICUSA, LLC
301 Congress Avenue, Suite 400
Austin, TX 78701

With a copy to:

NIC, Inc. General Counsel (Legal Notice)
25501 West Valley Parkway, Suite 300
Olathe, Kansas 66061

If to Customer:

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

AGREED AND ACCEPTED:

Vendor:

Texas Department of Information Resources:

By: 

By: _____

Name: Jeffery A. McCarty

Name: _____

Title: President.

Title: _____

Customer:

By: _____

Name: _____

Title: _____

Customer Agreement—Standard Terms and Conditions

These terms and conditions apply to each Customer Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), TexasOnline 2.0 Vendor (Vendor) and Customer of TexasOnline 2.0. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

BACKGROUND

A. TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

B. DIR executed a contract with International Business Machines Corporation (IBM) on November 22, 2006, (Data Center Services Master Services Agreement) based on House Bill 1516, 79th Legislature (Regular Session) to establish a consolidated Data Center, and accordingly all data center services provided by Vendor, excluding DIR-approved Services under the TexasOnline 2.0 Master Agreement are managed and provided by IBM under the Data Center Services Master Services Agreement.

STANDARD TERMS AND CONDITIONS

1. Customer Agreement Elements

- 1.1 The Parties acknowledge and agree that the terms of the TexasOnline 2.0 Master Agreement will apply to the Customer Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a Customer Agreement or any amendment to the TexasOnline 2.0 Master Agreement made in accordance with specific provisions of the TexasOnline 2.0 Master Agreement, Section 5 Contract Amendments. In the event of any conflict between the terms and conditions of a Customer Agreement and those of the TexasOnline 2.0 Master Agreement, the terms and conditions in the TexasOnline 2.0 Master Agreement will govern with respect to the Parties and the Services delivered, unless the Customer Agreement specifically identifies by section number a clause of the TexasOnline 2.0 Master Agreement and indicates that the Customer Agreement will be controlling. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, Sections 8.1, 8.2 and 9.7 in the Customer Agreement Terms and Conditions will control over any expressly conflicting statement contained in the TexasOnline 2.0 Master Agreement, if any. The Parties acknowledge the TexasOnline 2.0 Master Agreement is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any Customer Agreement terms and conditions, such amendments will automatically apply to the Customer Agreement with no further action by the Parties.
- 1.2 These Customer Agreement Standard Terms and Conditions may be modified by DIR and Vendor pursuant to the modification of terms of the TexasOnline 2.0 Master Agreement. Such modifications will be effective as to the affected Customer Agreements following thirty days written notice to the Customers.

Aquaforest TIFF Junction Evaluation

- 1.3 Customer Agreements will continue until terminated as specified therein, and subject to the terms of the TexasOnline 2.0 Master Agreement, and Vendor will provide the Services described in the agreed attachments to the Customer Agreement.

2. DIR Approval

Customer acknowledges that in order for Vendor to provide services pursuant to a Customer Agreement, DIR must approve placing Customer's website and/or applications (each approved website or application is an "Application") on the TexasOnline 2.0 system. A list of websites and/or applications using services under a Customer Agreement is included in the Customer Agreement (which also includes information on the specific applications and fees).

3. Services Available to Customer

Vendor offers a variety of website development and hosting, e-commerce and related support services to participants. The specific list of services and applications that Vendor has agreed to provide Customer will be specified in each Customer's Customer Agreement.

4. Customer Website Security

If Customer is hosting its own website, Customer will follow recommended security standards for Texas State and local government websites, and will conform to security policies and procedures in the TexasOnline 2.0 Master Agreement, Attachment G-9 Security Plan. Customer acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of Vendor and other governmental entities. Vendor will not be liable for violations of security policies and procedures by Customer. Additionally, failure to comply with security standards may lead to the suspension or termination of the availability of the Applications on TexasOnline 2.0 by Vendor and DIR. Vendor will give DIR and the Customer notification of non-compliance immediately upon suspension.

5. Strategic Outreach

In marketing Customer services accessible through TexasOnline 2.0 through brochures, press releases, advertisements, and other mail-outs and information pieces, Customer will include in any marketing piece in any medium that the services are provided in affiliation with TexasOnline 2.0 and will use the TexasOnline 2.0 logo and universal resource locator (URL) provided by Vendor for such purpose. Customer agrees to explore the possibility of co-marketing with Vendor the Customer services available through TexasOnline 2.0 so that marketing costs are shared. There will be a link to the Customer URL from TexasOnline 2.0.

6. Fees

For the Services provided by Vendor, Vendor is entitled to the fees set out in Exhibit A to this Customer Agreement. A Customer Agreement can be modified for the addition of fees as new Applications are included in Customer Services based on mutual agreement of DIR, Vendor, and Customer.

7. Customer Obligations

In addition to any other Customer obligations set out in the Exhibits to this Customer Agreement and the TexasOnline 2.0 Master Agreement, Customer will have the obligations herein.

- 7.1 Customer will utilize a single merchant ID for the Application(s) listed on Exhibit A, unless expressly set out in Exhibit A.

Aquaforest TIFF Junction Evaluation

- 7.2 Customer will provide a contact number for the Application or Application(s) on an 8:00 a.m. - 5:00 p.m. CT (Monday through Friday) basis to receive 2nd level inquiries routed from the Help Desk.
- 7.3 Customer will cooperate with Vendor in Vendor's performance of its obligations under this Agreement. Customer will agree to an online security audit if requested by Vendor. Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems.
- 7.4 Customer will comply with the terms of use and privacy statements, which are displayed on the TexasOnline 2.0 Website, and with all applicable laws related to information received from or distributed to individuals using the TexasOnline 2.0 Applications. Customer acknowledges that no personally identifiable or private information collected through TexasOnline 2.0 may be used by Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge that such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of TexasOnline 2.0.
- 7.5 Customer will provide access to information and systems as necessary to assist Vendor in performing its obligations hereunder and under the TexasOnline 2.0 Master Agreement.
- 7.6 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State Information or Customer at risk of loss, damage, or breach of security.
- 7.7 Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on TexasOnline 2.0.
- 7.8 Customer will process all refunds for its users. Customer will use the Vendor Customer Service interface application to process credit card refunds requested by its users.
- 7.9 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect TexasOnline 2.0.

8. Representations and Warranties by Vendor

- 8.1 VENDOR REPRESENTS AND WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS CUSTOMER AGREEMENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.2 NEITHER DIR NOR VENDOR WILL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CUSTOMER AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY CUSTOMER EVEN IF VENDOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIR'S OR VENDOR'S TOTAL LIABILITY TO

CUSTOMER HEREUNDER FOR ANY REASON EXCEED THE SHARE OF TOTAL REVENUE RECEIVED, BY VENDOR OR DIR AS APPROPRIATE, UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING SUCH CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

- 8.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to Customer under the Customer Agreement and that Vendor's provision of services under the Customer Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.
- 8.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the Customer Agreement, has received compensation from Customer for participation in preparation of specifications for the Customer Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the Customer Agreement.

9. General Terms

- 9.1 Customer agrees and acknowledges that the terms of the TexasOnline 2.0 Master Agreement related to force majeure, confidentiality, and any additional limitations on damages will apply to the Customer Agreement. This section only applies to the extent authorized by law.
- 9.2 Except as expressly provided herein, no provision of the Customer Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer.
- 9.3 This Customer Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.
- 9.4 If one or more provisions of this Customer Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Customer Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.
- 9.5 Except as provided in Section 1.2 above, the Customer Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the Customer Agreement be amended so as to make it conflict with the laws of the State of Texas.
- 9.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this Customer Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the Customer Agreement without

DIR's and Customer's consent to any entity that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor).

- 9.7 *Exhibit B Terms and Conditions*, Section 14.01 Ownership of Intellectual Property; Infringement and Misappropriation of the TexasOnline 2.0 Master Agreement is incorporated herein by reference and will apply to work product created by Vendor pursuant to the Customer Agreement.
- 9.8 Vendor will serve as an independent contractor in providing services under this Customer Agreement. Vendor's employees are not and will not be construed as employees of Customer.
- 9.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the Customer Agreement and the TexasOnline 2.0 Master Agreement; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the Customer Agreement.
- 9.10 In addition to the requirements of Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit of the TexasOnline 2.0 Master Agreement, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for Customer Agreement funds associated with the Customer Agreement are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.
- 9.11 *Exhibit D Performance Criteria* of the TexasOnline 2.0 Master Agreement addresses the agreed upon performance criteria for TexasOnline 2.0, including Applications developed or maintained by Vendor, or otherwise provided to Customer by Vendor. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and exclusive discretion as between DIR and Customer, determine that a performance failure may have occurred.

10. Termination

- 10.1 The Customer Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expiration of the TexasOnline 2.0 Master Agreement (as renewed or extended), unless the Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.5 below.
- 10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the

requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

- 10.3 Except as otherwise provided in the TexasOnline 2.0 Master Agreement, or as provided below, DIR or Vendor may terminate the Customer Agreement without cause and without cost or penalty upon ninety (90) days' prior written notice. Notwithstanding the foregoing, with respect to services under Business Cases which are funded through Convenience Fees or Premium Subscription Fees, DIR or Vendor may terminate said Business Case without cost or penalty upon one hundred and eighty (180) days' prior written notice.
- 10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.
- 10.5 Subject to the provisions of Section 10.6 below, Customer may terminate a Customer Agreement without cause and without cost or penalty, except that Customer will remit to Vendor any and all fees due and owing for transactions completed through the date of termination, upon ninety (90) days prior written notice. Notwithstanding the foregoing, the parties agree that Customer may terminate a Customer Agreement, or an individual Business Case, upon one hundred and eighty (180) days' prior written notice if services provided for thereunder are funded through Transaction Fees and Premium Subscription Fees.
- 10.6 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through TexasOnline 2.0, if the Customer terminates the Customer Agreement for convenience or lack of funding before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.
- 10.7 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any thing of value to an officer or employee of Customer or the State of Texas in violation of State law.

11. Dispute Resolution

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in Exhibit B Terms and Conditions, Section 11.11 Dispute Resolution of the TexasOnline 2.0 Master Agreement, which references Chapter 2260 of the Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260 of the Texas Government Code or 37 TEX. ADMIN. CODE § 34.1, et seq. (2001) (Department of Public Safety, Negotiation and Mediation of Certain Contract Disputes).

12. Miscellaneous Provisions

- 12.1 Customer Copyright and Content Non-Supervision Acknowledgment. The Customer represents to Vendor and DIR that the content and other materials furnished to Vendor by the Customer for TexasOnline 2.0 do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for TexasOnline 2.0. The Customer acknowledges that neither Vendor nor DIR is responsible for investigation or approval of the content of any third party sites to which Customer's links on TexasOnline 2.0. Further, the Customer acknowledges that neither DIR nor Vendor is responsible for the accuracy, completeness, or review of the content of the Customer's public records or text furnished by the Customer to Vendor or TexasOnline 2.0.
- 12.2 Any situation that could adversely affect TexasOnline 2.0 may lead to the suspension of the Customer's Applications on TexasOnline 2.0. Vendor will give DIR and the Customer written notice immediately upon suspension.

Exhibit A

List of Application(s) Supported Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
 - a) Court Intake Application
 - b) Court Profile
 - c) Court Registration
 - d) Filer Registration
 - e) Payment Services

List of Service(s) Provided Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
 - Electronic Payments System Credit Card Authorization Services/Settlement Services
 - Electronic Payments Chargeback Services
 - Filing Purge Services
 - Customer Information Center Services for Government Entity Applications
 - Customer Information Center Services for Electronic Payments transaction services
 - TexasOnline Hosting and Application Service Provider (ASP) Services
 - TexasOnline Training
 - Strategic Outreach
 - Physical Environment Management
 - Network Infrastructure Management
 - Hardware Management
 - Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	TxO Services Fee
Electronic Filing Manager Court Intake Services	\$4.00 TexasOnline \$2.00 County*
Cost Recovery on all Credit Card transactions	Based on the credit card type and starting at 2.25% the first year

*NIC will pay to Government Entity on a monthly basis, for each accepted e-Filing the fee for cost recovery as approved by the Department of Information Resources Board.

Martha Pasiminio Counseling Agreement Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on Martha Pasiminio, LPC Counseling Services Agreement for Spanish language counseling services to court ordered probation youth, caregivers and parents.

Background

Annual Spanish language individual and family counseling services agreement for probation youth, caregivers and parents.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Martha Pasiminio.pdf

Form Routing/Status

Form Started By: Robyn Murray Started On: 12/30/2009 09:59 AM
Final Approval Date: 12/30/2009

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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SPANISH-LANGUAGE INDIVIDUAL AND FAMILY COUNSELING

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Martha Pasiminio, LPC ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to provide Spanish language counseling services to court ordered probation youth, caregivers and parents.

ARTICLE II

TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2009, and ending September 30, 2010. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III

SERVICES

- 3.01 Service Provider will perform the following services: Individual counseling sessions (50 minute sessions) at a rate of \$50.00 per session. Family counseling sessions (50 minute sessions) at a rate of \$60.00 per session.

ARTICLE IV

EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating Treatment Plan of youth
 2. Timeliness of generating monthly Progress Reports
 3. Accuracy of written reports
- 4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V
COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider a rate of \$50.00 per individual session and \$60.00 per family session.
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner. Payment will be sent to the following address:
- Martha Pasiminio, LPC
1910 Eclipse Cove
Cedar Park, TX 78613
- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
 - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
 - C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;

- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV
TERMINATION

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile

Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
 - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII
LEGAL CONSTRUCTION

- 22.01 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 unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.


ARTICLE XXV
INDEPENDENT CONTRACTOR CLAUSE

- 25.01 Both parties hereto, in the performance of this contract, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT
OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Williamson County Judge Dan Gattis

MARTHA PASIMINIO, LPC
BY:  _____
Martha Pasiminio, LPC
Spanish-language counselor

Date: _____
As Authorized by Williamson County
Commissioner's Court

Date: 12/01/09

CARES Family Resource Center Agreement Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on CARES Family Resource Center Agreement to provide Parent Enrichment Group Series counseling services.

Background

Annual Counseling Services Agreement to provide Parent Enrichment Group Series services to the parents, caregivers of court ordered probation youth.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: \\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\CARES Counseling.pdf

Form Routing/Status

Form Started By: Robyn Murray Started On: 12/30/2009 10:07 AM
Final Approval Date: 12/30/2009

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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CARES FAMILY RESOURCE CENTER

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and CARES Family Resource Center, a Texas corporation located at ~~13740 West Highway 29, Suite 1~~, PO Box 385, Liberty Hill, TX 78642 ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

3100 A RR 1869

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to provide Parent Enrichment Group Series to court ordered probation youth, caregivers and parents.

ARTICLE II

TERM

- 2.01 The term of this Agreement is for six (12 months, commencing October 1, 2009, and ending September 30, 2010. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III

SERVICES

- 3.01 Service Provider will perform the following services: Parent Enrichment Group Series. These group sessions will be conducted once a week in a group setting with caregivers. The groups are education and discussion oriented.

ARTICLE IV

EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of generating Treatment Plan of Youth
 2. Timeliness of generating monthly Progress Reports
 3. Accuracy of written reports

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V
COMPENSATION**

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider for six (6) 90 minute Parent Enrichment Group Sessions at \$90.00 per session for a total of \$540.00 per series.
- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
- OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

**ARTICLE VI
EXAMINATION AND RETENTION OF RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically.

This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and
 - B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
 - C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV
TERMINATION

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
 - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any

applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII
LEGAL CONSTRUCTION

- 22.01 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 unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

CARES Family Resource Center

BY: _____
Judge Dan Gattis
Williamson County Judge

BY: Maeve O'Neill
Maeve O'Neill
~~13740 West Highway 29~~ 3100A RR1869
~~Suite 1~~, PO Box 385
Liberty Hill, Texas 78642

DATE: _____
As Authorized by Williamson County
Commissioners Court

DATE: 10-29-09

Judge Ricardo H. Garcia Regional Juvenile Facility Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on Judge Ricardo H. Garcia Regional Juvenile Facility Interlocal Cooperation Agreement for out of county residential services.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: <\\Juvenile\users\RMurray\2010 Contracts\AgendaLink Contracts\Garcia Regional.pdf>

Form Routing/Status

Form Started By: Robyn Murray Started On: 12/30/2009 10:12 AM
Final Approval Date: 12/30/2009

**INTER LOCAL AGREEMENT CONTRACT FOR RESIDENTIAL SERVICES
JUVENILE POST ADJUDICATION FACILITY**

This Agreement is entered into by and between the Williamson County Juvenile Services Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Duval County dba Judge Ricardo H. Garcia Regional Juvenile Detention Facility, licensed to provide child care services by the Texas Juvenile Probation Commission, and/or any other appropriate State agency with licensure or regulatory authority over this Facility, acting herein by and through its duly authorized representative.

WITNESSETH

WHEREAS, Judge Ricardo H. Garcia Regional Juvenile Detention Facility, (herein referred to as the "Facility") located at 599 S. FM 1329, San Diego, Texas 78384 and the business office of Facility located at 599 S. FM 1329, San Diego, Texas 78384; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Judge Ricardo H. Garcia Regional Juvenile Detention Facility desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement Contract for such residential services pursuant to Chapter 791 of the Texas Government Code.

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

**ARTICLE I
PURPOSE**

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 599 S. FM 1329, San Diego, Texas 78384. The business office of Service Provider is 599 S. FM 1329, San Diego, Texas 78384.

ARTICLE II
TERM

2.01 The term of this Agreement shall be from the effective date of September 1, 2009, through September 30, 2010. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

ARTICLE III
FACILITY SERVICES

3.01 The Facility will perform the following services in serving clients:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Maintain a staff-to-child ratio as governed by certification standards.
- C. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an authorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After working normal hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress to meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian (s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
 - H. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
 - I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and / or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
 - J. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Facility's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
 - K. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and staff of the Facility.
 - L. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post adjudication facilities.
 - M. Conformance to all Texas Juvenile Probation Commission ("TJPC") program monitoring standards.
 - N. It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged or released from the Facility to any person or agency other than the Williamson County Juvenile Services Department.
-

ARTICLE IV EVALUATION CRITERIA

4.01 The performance of the Facility in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of the Facility in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate the Facility's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1. Ensure children complete residential placement.
 - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.

3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate the Facility by the following output measures (in actual numbers of units of service and activities):
 1. The total number of children placed in residential placement
 2. The total number of children who were discharged from residential placement successfully
 3. The total number of re-referrals of children discharged from placements within (6) months after release
 4. The total number of children who move down in their Level of Care
 5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate the Facility by the following outcome measures:
 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
 3. Percentage of children who move down in their Level of Care

4.02 The Facility shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor the Facility for programmatic compliance with this Agreement.

ARTICLE V EXAMINATION OF PROGRAM AND RECORDS

5.01 The Facility agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and / or to review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the children when deemed necessary.

5.02 The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

5.03 The Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

5.04 The Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

5.05 The Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

ARTICLE VI
CONFIDENTIALITY OF RECORDS

6.01 The Facility shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VII
DUTY TO REPORT

7.01 As required by §§261.101 and 261.405 of the Texas Family Code, the Facility shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. Local law enforcement agency;
2. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
3. Williamson County Juvenile Probation Department.

ARTICLE VIII
CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

8.01 Under Section 231.006 of the Texas Family Code, the Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

8.02 The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

8.03 The Facility shall account separately for the receipt and expenditure of any and all funds received from Juvenile Probation under this Agreement. The Facility shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. The Facility has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. The Facility shall provide Williamson County a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If the Facility does not obtain an annual outside audit, then the Facility shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from State funds. The accounting shall clearly list the State funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the Agreement.

3. It is understood and agreed by the Facility that this Agreement is funded in whole or in part with grant or State funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

ARTICLE IX
PRIVATE SERVICE PROVIDERS

9.01 In any contract with a private service provider to provide services to the clients under this Agreement, the Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

9.02 The Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

ARTICLE X
COMPENSATION

10.01 For and in consideration of the above mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$95 per day for each child admitted under "Basic Correctional" Level of Care, \$127 per day for each child admitted under "Specialized Correctional" Level of Care and \$225 per day for each child admitted under "Intensive Correctional" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in detention pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

10.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.

Basic Correctional

Consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

Specialized Correctional

Consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services, and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group, and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

Intensive Correctional

Consists of a highly specialized and structured therapeutic setting that serves a clearly identified unique population of youth (e.g., identifies range of clinical/behavioral health/mental health diagnosis, including complete DSM-IV multi-axial diagnosis). The clinical program structure and service-mix will be used to effectively manage and treat this population in a developmentally appropriate fashion. Appropriately licensed medical and mental health professionals manage and administer this intensive service model.

Intensive Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

10.03 Williamson County agrees to pay the Facility the monthly calculated per diem cost from current revenues. In no event, however, shall the monthly FY 2010 contract rate cost to Williamson County exceed the Facility's actual cost per day per child in operating the Facility. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department
Attention: Financial Office
1821 SE Inner Loop, Georgetown, Texas 78626

10.04 Williamson County agrees to submit payment to the Facility, at 599 S. FM 1329, San Diego, Texas 78384, within thirty (30) days after receipt of the invoice.

10.05 Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

ARTICLE XI EMERGENCY TREATMENT OF CHILD

11.01 Williamson County and Duval County both agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Duval County for such care. Williamson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, its officials and employees, for any

liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

11.02 The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

ARTICLE XII PLACEMENT OF CHILDREN

12.01 Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Duval County Facility Administrator.

12.02 Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

12.03 No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders. The Facility hereby notifies Williamson County and its officials, agents and employees, that Duval County fully complies with the mandates of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Williamson County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Duval County.

12.04 The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

12.05 If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

12.06 It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

12.07 It is expressly understood and agreed by the parties that the Juvenile Court of Duval County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

12.08 It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

12.09 Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

12.10 It is further understood and agreed by the parties that children placed in the Facility may be released to the Williamson County Juvenile Services Department assigned Juvenile Probation Officer or other appropriate authority of Williamson County pursuant to: (a) Section 12.06 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of Williamson County.

12.11 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Williamson County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Williamson County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

ARTICLE XIII

INDEMNIFICATION

13.01 The Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortuous conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

ARTICLE XIV

REPRESENTATIONS & WARRANTIES

14.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XV
STATE AUDITOR'S REVIEW

15.01 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE XVI
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

16.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties

resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

Judge Ricardo H. Garcia Regional Juvenile Facility
Post Office Drawer 989
San Diego, Texas 78384

Williamson County
1821 SE Inner Loop
Georgetown, Texas 78626

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
 - G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principals of contractual freedom and contractual enforceability.
 - H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
 - I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstances shall be considered to waive that right of that party in any other circumstance.
-
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XVII TERMINATION

17.01 Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

17.02 After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. Such termination shall not affect or diminish Williamson County's responsibility for payment of any amounts due and owing at the time of termination of the contract. No child shall be accepted by the Facility after receipt of said termination notice.

ARTICLE XVIII
NOTICES

18.01 Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Duval County

Judge Ricardo H. Garcia Regional Juvenile Facility
Street Address: 599 S. FM 1329,
San Diego, Texas 78384

To: Williamson County

Williamson County
c/o: Judge Dan Gattis
701 South Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Juvenile Services Department
Attn: Chief Juvenile Probation Officer
1821 SE Inner Loop
Georgetown, Texas 78626

18.02 The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX
OFFICIALS NOT TO BENEFIT

19.01 The Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

19.02 No official, member, or employee of Duval County or Williamson County and no members of their governmental bodies, and no other public officials of the Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19.03 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

ARTICLE XX
VENUE

20.01 The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in **Duval County, Texas**

ARTICLE XXI
INTERPRETATION OF CONTRACT

21.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

21.02 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

21.03 This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

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

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

21.06 In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

21.07 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor

to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21.08 This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

21.09 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ARTICLE XXII
LEGAL CONSTRUCTION

22.01 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 unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

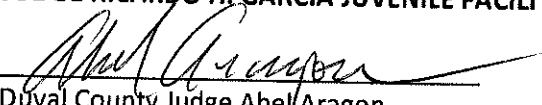
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Williamson County for the children placed in the Facility by the Judge of Williamson County having juvenile jurisdiction.

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EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

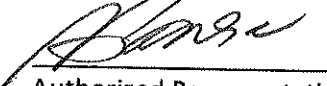
IN WITNESS WHEREOF, we hereunto affix our signatures this 9 day of November, 2009.

JUDGE RICARDO H. GARCIA JUVENILE FACILITY


Duval County Judge Abel Aragon

Date: Nov. 9, 2009

As Authorized by
Duval County Commissioner Court


Authorized Representative

Date: 12.3.09

WILLIAMSON COUNTY, TEXAS

Williamson County Judge Dan Gattis

Date: _____
As Authorized by
Williamson County Commissioners Court

FILED FOR RECORD
AT O'CLOCK M

NOV 9 - 2009

Clerk County Court, Duval County, Texas
By  Deputy

Discuss real estate matters

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase or lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for CR 104 project.

e) Discuss proposed acquisition of property for right-of-way for the proposed SH 29 project.

f) Discuss proposed acquisition of property for the right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield
 Started On: 12/29/2009 02:25 PM
 Final Approval Date: 12/29/2009

Consultation with Attorney: Claims and/or Contract Issues

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Litigation or claims or potential litigation or claims against the County or by the County and legal aspects of contracts (discussion and possible action)

- Georgetown Housing Authority – possible Agreement on repayment of CDBG funds; County Claim for repayment of CDBG Funds

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry
 Started On: 12/29/2009 02:12 PM
 Final Approval Date: 12/29/2009

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

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Executive Session

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 12/29/2009 03:51 PM
Final Approval Date: 12/29/2009

Discuss and take appropriate action regarding vehicle assignment and salary change for County Engineer.

Commissioners Court - Regular Session

Date: 01/05/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Executive Session

Information

Agenda Item

Discuss and take appropriate action regarding vehicle assignment and salary change for County Engineer.

Background

This agenda item requests that the current vehicle assignment for the County Engineer be deleted with an offsetting salary increase of \$5,337 effective 60 days after Court approval. This is the offsetting salary amount previously used when a vehicle assignment was deleted.

Upon approval, this would also necessitate an amendment to the current Budget Order, page 36, item h). to delete "The Unified Road County Engineer" from the listing of County officials and employees who are required to take a county vehicle to their home at night within Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Zirkle
 Started On: 12/29/2009 03:40 PM
 Final Approval Date: 12/29/2009