

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**JANUARY 19TH, 2010**  
**9:30 A.M.**

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

( Items 5 – 15 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-005000	Non Dept/Cptl Outlay	\$82,000	
To	0100-0509-004510	Facilities/Facility Maint/Repa	\$82,000	

6. Discuss and consider approving a line item transfer for the Infrastructure Department

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-005000	Non Dept/Capital	\$140,660.15	

To	0100-0215-001100	Infrastructure/Salary	\$111,991.76	
To	0100-0215-002010	Infrastructure/FICA	\$8567.55	
To	0100-0215-002020	Infrastructure/Ret	\$12767.64	
To	0100-0215-002030	Infrastructure/Ins	\$7033.20	
To	0100-0215-002050	Infrastructure/Work Comp	\$300	

7. Consider approving a line item transfer for the Elections Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0492-004251	Election Supplies	\$2,000.00	
To	0100-0492-004541	Vehicle Repairs & Maint	\$2,000.00	

8. Discuss and consider approving a line item transfer for arbitrage services:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.006626	'09 Ltd Park Bonds - Int	\$300.00	01
To	0600.0600.003309	Arbitrage Payment	\$300.00	02

9. Consider and take appropriate action on authorizing the transfer of various items including two vehicles through inter-office transfer to auction/donation/destruction. (Complete list filed with official minutes)
10. Consider approving the investment report for November and December 2009 which was approved by the investment committee on January 11, 2010.
11. Acknowledge and enter into the official minutes of the Commissioners Court that David U. Flores, County Auditor, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy.
12. Acknowledge and enter into the official minutes of the Commissioners Court that Dan Gattis, County Judge, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy.
13. Discuss and take action on the re-appointments of Steffan Gerlica, Ashley Reeves and Bill Gravell to the board of ESD #5 for a two year term beginning January 1, 2010.
14. Discuss and take action on the re-appointments of Harold Jackson, Steele Zinser and Tina Geiselbrecht to the board of ESD #7 for a two year term beginning January 1, 2010.

15. Discuss and consider preliminary plat approval for Teravista Section 6, Pct. 1.

## **REGULAR AGENDA**

16. Hear the January 2010 Construction Summary Report for Road Bond and Pass Through Financing projects.
17. Discuss and take appropriate action on road bond program.
18. Consider authorizing County Judge to execute a real estate contract with Wayhart Ltd. Partnership for right-of-way needed on SH 29. (P14)
19. Consider authorizing County Judge to execute a real estate contract with Manor Business Center for right-of-way needed on US 183(P8).
20. Discuss and consider approving Brown & Gay Engineers, Inc. Professional Service Agreement (PSA) for "On-Call" engineering services on the 2006 Road Bond Program.
21. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
22. Consider modifying the previously approved "Lease Extension Agreement", for Commissioner Precinct One Office.
23. Discuss and take appropriate action on renewing lease of cattle-grazing land located east of Jonah, Texas to Waterstone Ranch Management.
24. Discuss upcoming deployment of the Aviation Brigade.
25. Discuss and take action on the Household Collection event that was held by Waste Management on 10.10.09 at the Unified Road System.
26. Discuss and take appropriate action on adopting Freeport Tax Exemption.
27. Discuss and take appropriate action to approve the Radio Equipment Transfer of Title document between Williamson County and the City of Cedar Park for IP console equipment acquired through a COPS funded Interoperable Communications Technology Program grant awarded on September 2, 2005 to the City of Austin.
28. Consider re-awarding existing contract for Backup Generator Maintenance to Allegiance Power Systems, Inc. for contract period beginning March 10, 2010 through March 09, 2011.
29. Consider designating various companies as sole source provider for software maintenance and support - complete list attached
30. Consider awarding proposals received to LEASE APPROXIMATELY 162.7 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, PROPOSAL NUMBER: 10WCP903, to the overall best proposal meeting specifications, Mr. John W. Noren.

31. Consider awarding proposals received to LEASE APPROXIMATELY 212 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, PROPOSAL NUMBER: 10WCP902, to the overall best proposal meeting specifications, Mr. Jerry W. Roznovak.

## **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)."***

32. 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 O'Connor Boulevard and 620 project.
    - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
    - g) Discuss proposed acquisition of property for proposed SH 29 project.
33. 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, legal aspects of contracts and other confidential attorney-client legal matters

(discussion and possible action)

· Employment matter



34. Discuss and take appropriate action on real estate.
35. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters.
36. Comments from Commissioners.

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Dan A. Gattis, County Judge

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

## Line Item Transfer

### Commissioners Court - Regular Session

Date: 01/19/2010  
 Submitted By: Ashlie Koenig, County Judge  
 Department: County Judge  
 Agenda Category: Consent

#### Information

##### Agenda Item

Discuss and consider approving a line item transfer for Facilities

##### Background

The chiller at the Cedar Park Annex is 13+ (worn) years old and would be a minimum of \$20K to repair. This line item transfer will cover the cost to replace the chiller completely.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-005000	Non Dept/Cptl Outlay	\$82,000	
To	0100-0509-004510	Facilities/Facility Maint/Repa	\$82,000	

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Ashlie Koenig  
 Started On: 01/13/2010 10:50 AM  
 Final Approval Date: 01/14/2010

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

Date: 01/19/2010  
 Submitted By: Ashlie Koenig, County Judge  
 Department: County Judge  
 Agenda Category: Consent

**Information**

**Agenda Item**

Discuss and consider approving a line item transfer for the Infrastructure Department

**Background**

This transfer will cover the funding of the Infrastructure Director's salary effective 12/1/09 as well as 10% of the annual salaries for two admin staffers.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-005000	Non Dept/Capital	\$140,660.15	
To	0100-0215-001100	Infrastructure/Salary	\$111,991.76	
To	0100-0215-002010	Infrastructure/FICA	\$8567.55	
To	0100-0215-002020	Infrastructure/Ret	\$12767.64	
To	0100-0215-002030	Infrastructure/Ins	\$7033.20	
To	0100-0215-002050	Infrastructure/Work Comp	\$300	

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Ashlie Koenig      Started On: 01/14/2010 11:55 AM  
 Final Approval Date: 01/14/2010

**Line Item Transfer re: Vehicle Repairs and Maintenance  
Commissioners Court - Regular Session**

Date: 01/19/2010  
Submitted By: Kay Eastes, Elections  
Submitted For: Rick Barron  
Department: Elections  
Agenda Category: Consent

**Information**

**Agenda Item**

Consider approving a line item transfer for the Elections Department.

**Background**

The Elections Department has a 1996 Ford van. It required maintenance/repair in Oct., Nov., and Dec. 2009. The FY budget of \$1,000 in VEHICLE REPAIRS & MAINT cannot cover the current expenses which total \$1,970.85.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0492-004251	Election Supplies	\$2,000.00	
To	0100-0492-004541	Vehicle Repairs & Maint	\$2,000.00	

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Kay Eastes      Started On: 01/13/2010 02:02  
PM  
Final Approval Date: 01/14/2010

**Arbitrage Services, LIT, 1/19/10**  
**Commissioners Court - Regular Session**

Date: 01/19/2010  
 Submitted By: Lisa Moore, County Auditor  
 Submitted For: Melanie Denny  
 Department: County Auditor  
 Agenda Category: Consent

**Information**

**Agenda Item**

Discuss and consider approving a line item transfer for arbitrage services:

**Background**

Amount budgeted for FY 09 Arbitrage Services was more than anticipated during budget process. During the budget process the amount is based on an estimate. The amount due cannot be determined until calculation is completed. Calculation is done in the fall once all books are closed for prior fiscal year.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.006626	'09 Ltd Park Bonds - Int	\$300.00	01
To	0600.0600.003309	Arbitrage Payment	\$300.00	02

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Lisa Moore      Started On: 01/14/2010 08:08 AM  
 Final Approval Date: 01/14/2010

## Consent Agenda

### Commissioners Court - Regular Session

Date: 01/19/2010  
 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 two vehicles through inter-office transfer to auction/donation/destruction. (Complete list filed with official minutes)

##### Background

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Asset Transfers](#)

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	01/13/2010 03:20 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	01/14/2010 11:33 AM	APRV
Form Started By: Ursula Stone			Started On: 01/12/2010 04:30 PM	
Final Approval Date: 01/14/2010				





# Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:

1VRK15159T1000980	210	UK9701 - 3401
Vehicle Identification Number	Department	Door Number
979218	1996	VERMEER
License Plate Number	Year	Make
	1230	YELLOW
	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 1743

Not mechanically sound - DEGRADED PERFORMANCE

Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print GREG BERGERON Signature *Greg Bergeron* Date 1/7/10

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

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

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

OTHER \_\_\_\_\_

TRANSFER between county departments

Comments: \_\_\_\_\_

Receiving Department: \_\_\_\_\_

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 RANDY RODGERS FOR MIKE FOX Signature *Rodgers* Date 1-7-10



# 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   
  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	Office Chair (Magenta)			Non-Working
1	Stackable Hard Plastic Chair (Blue)			Non-Working

**Parties involved:**

**FROM** (Transferor Department): Human Resources

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

**Contact Person:**

Lisa Zirkle

Linda Whittenberg

Print Name

Print Name

*Lisa R. Zirkle*

January 7, 2010

+1 (512) 943-1533

Signature

Date

Phone Number

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

**Transferee - Elected Official/Department Head/**

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

**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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



FrmAudASCFO1 rev/Jan 6/24/09

Print Form

# Williamson County Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets Working; Non-Working
1 set	Dell speakers	CN-023431-48220-497-02M2		works
1 set	Dell speakers	CN-023431-48220-493-07P7		"
2	mice (Dell)			"

**Parties involved:**

**FROM (Transferor Department):** County Court 3  
**Transferor - Elected Official/Department Head/Authorized Staff:**  
Don Higginbotham      **Contact Person:** Sharon Mc Guiper  
 Print Name      Print Name  
Don Higginbotham      1-11-2010 943-1160  
 Signature      Date Phone Number

**TO (Transferee Department/Auction/Trade-in/Donor):** Auction  
**Transferee - Elected Official/Department Head/Authorized Staff OR Donor - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)**  
**Contact Person:** Tony Hill  
 Print Name      Print Name  
 Signature      943-3314  
 Date      Phone Number

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

## Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 6/24/09

Print Form

# Williamson County Asset Status Change Form

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

TRANSFER between county departments     TRADE-IN for new assets of similar type for the county     DESTRUCTION due to Public Health / Safety

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell flat panel monitor	CN-0Y4299-71618-4AC05F		works
1	Dell flat panel monitor	CN-0Y4299-71618-4AC-C034		"
1	Dell Keyboard	CN-07N242-71616-4AB-043L		"
1	Dell Keyboard	CN-07N242-71616-4AB-085B		"

### Parties involved:

FROM (Transferor Department): County Court 3

Transferor - Elected Official/Department Head/Authorized Staff:

Don Higginbotham      Contact Person: Sharon McGuyer

Print Name      Print Name

Don Higginbotham      1-11-2010      949-1160

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.)

Tony Hill      Contact Person:

Print Name      Print Name

Tony Hill      943-3314

Signature      Date      Phone Number

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

## Forward to County Auditor's Office

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

If for Sale, the asset(s) was(were) delivered to Warehouse on \_\_\_\_\_ by \_\_\_\_\_



## Williamson County Investment Committee Meeting January 11, 2010 Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Celia Villarreal, County Treasurer  
**Submitted For:** Vivian Wood  
**Department:** County Treasurer  
**Agenda Category:** Consent

### Information

#### Agenda Item

Consider approving the investment report for November and December 2009 which was approved by the investment committee on January 11, 2010.

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Williamson County Investment Committee Meeting January 11, 2010](#)

### Form Routing/Status

Form Started By: Celia Villarreal      Started On: 01/13/2010 11:20 AM  
 Final Approval Date: 01/14/2010

**WILLIAMSON COUNTY INVESTMENT COMMITTEE  
MEETING AGENDA  
January 11 2010  
2:00 p.m.**

1. Accept/approve agenda
2. Approve minutes of December 3, 2009
3. Review/approve Investment Reports for November and December 2009
4. Economic Review
5. Review information from Texas CLASS
6. Acknowledge Education Certifications
7. Adjourn

# **WILLIAMSON COUNTY INVESTMENT COMMITTEE**

## **MINUTES**

**December 3, 2009**

**1:30 p.m.**

The Williamson County Investment Committee met on Thursday, December 3, 2009, at 1:30 p.m. in Judge Gattis' Conference Room. Committee members present were; Dan A. Gattis, County Judge, Deborah M. Hunt, County Tax Assessor/Collector, David U. Flores, County Auditor, and Vivian L. Wood, County Treasurer. Valerie Covey, Precinct 3 County Commissioner, joined the meeting at 1:45 p.m.

Mr. Gattis called the meeting to order at 1:35 p.m. The proposed agenda was accepted as presented.

Minutes of October 28, 2009 were reviewed and accepted on a motion by Mr. Flores, second by Ms. Wood. Motion carried.

Mr. Gattis shared the information he received at the Williamson County Economic Summit in regard to Williamson County. The data indicated that the County's growth and stability look promising for the future. He also reported that the Housing Market looks steady due to the cut back from builders on new home starts and the increase in properties being re-sold.

Ms. Wood shared information from State Comptroller's TexPool Advisory Board's most recent meeting. Ms. Hunt inquired about the liquidity of investment funds placed in TexPool. Ms. Wood responded that all "pool" funds are considered as "daily liquidity" investments.

The investment reports for the month ending October 30, 2009 were reviewed. There was a discussion of invested funds. A motion was made by Mr. Flores to approve the investment reports as presented, second by Ms. Hunt.

The Committee reviewed changes to the Investment Policy. Language and terms were revised in several areas and language regarding the investment of forfeiture funds for the District Attorney was added. Mr. Flores made a motion to accept the changes as presented, second by Ms. Hunt. Motion carried. The amended policy will be submitted to the Commissioner's Court for approval and will be entered into the official minutes of the Court.

Mr. Gattis had another meeting to attend and requested that Ms. Covey chair the meeting.

Mrs. Covey shared the information she received at the Economic Summit. The expectations are for a slow continued growth with a slow economic recovery. It is anticipated that Williamson County and the surrounding area will recover at a faster pace than the country as a whole..

Ms. Covey made a motion to adjourn the meeting at 2:25 p.m., second by Mr. Flores. Motion carried.



NOVEMBER 2009 COUNTY INVESTMENT  
FY 2010

INTEREST RATE: TEXPOOL PRIME 0.261% - TEXPOOL 0.211% - TEXSTAR 0.199%

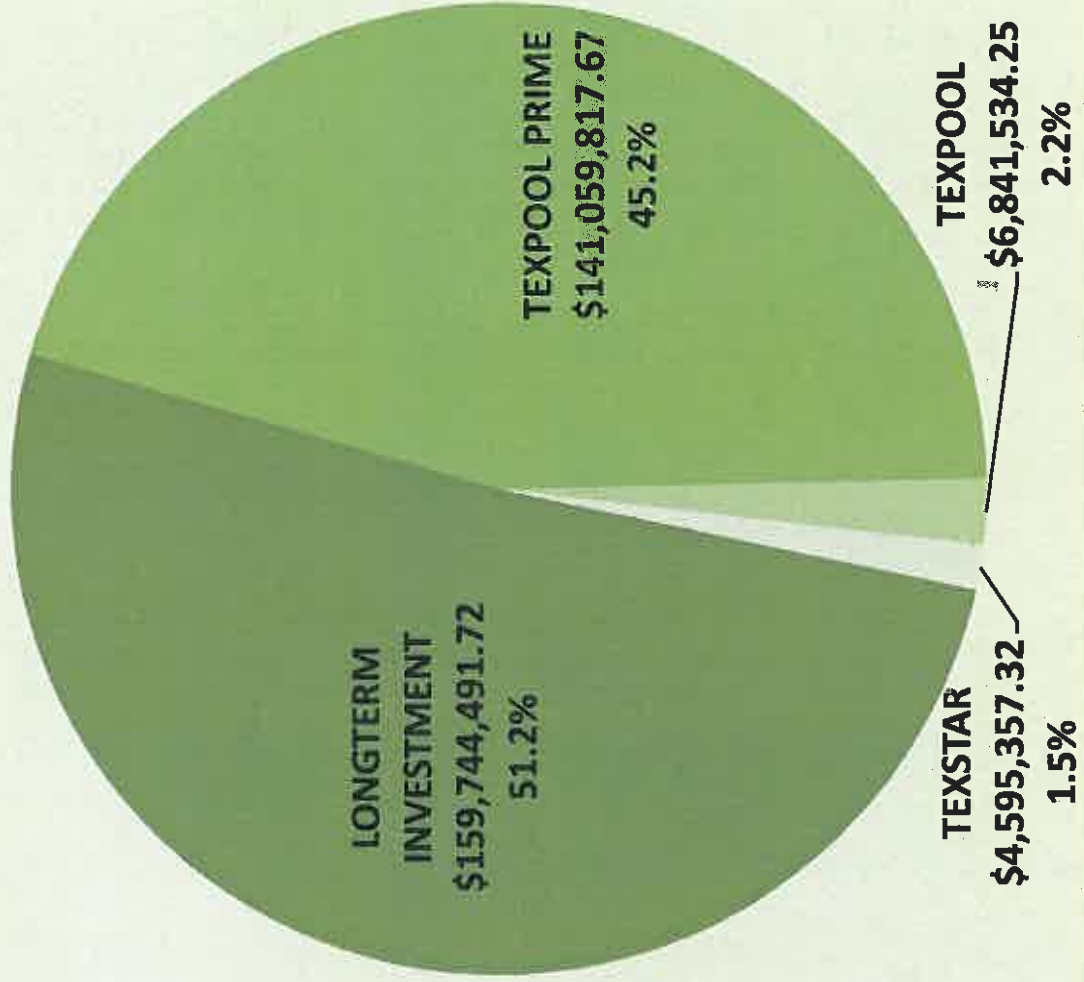
ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TEXSTAR		LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 10/1/09	TOTAL INTEREST	BALANCE 10/31/09	TOTAL INTEREST	BALANCE 10/31/09	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT 11/30/09	INTEREST EARNED AT MATURITY		
GENERAL FUND										
CHILD SAFETY	433,743.25	25.46								19,556.67
CO RECORD ARC	805,293.19	105.08					1,000,000.00		57/10	27,418.84
CT RPTR SVC	683,820.20	118.72								1,005,398.27
JUSTICE CRT TECH	494,270.57	85.84								895,103.63
KARST	700,844.45	121.89								683,938.92
TOBACCO FUNDS	28,373.56	4.81								494,356.41
TOTAL	5,719,857.24	843.21	5,325,660.37	4,678.47	20,801,008.46	0.00	16,265,016.72		4/30/10	4,203,686.72
ROAD AND BRIDGE	24,378.13	4.22	3,809,086.75	732.31	3,109,819.08		9,000,000.00		4/1/10	42,391,683.55
CO'S & BOND										12,134,201.41
2007 ROAD BONDS			3,560,040.52	646.82	1,987,891.78		13,054,475.00		5/13/10	15,042,166.78
2008 ROAD BONDS			15,977,172.42	4,243.86	18,329,250.11		6,000,000.00		5/13/10	24,329,250.11
PARKS LIMITED TAX BONDS 2009							4,336,585.00			707.75
TOTAL	3,050.69	0.56	3,051.25	20,476.99	88,661,147.67	4,594,607.46	126,979,475.00	120,608.33		141,895.74
2008 TAN	97,367.70	16.92	97,394.62	1,884.76	8,647,721.20					1,901.68
COUNTY BENEFITS	13,110.14	2.26	13,112.40	270.33	1,047,252.95					272.59
DEBT SERVICE	483,317.47	83.90	483,401.37	3,815.00	17,792,870.93		6,000,000.00		4/1/10	3,898.90
DEBT SVS CDARS										-
SE ROAD DIST	17,780.96	3.08	17,784.04							3.08
SW ROAD DIST	876,805.64	152.21	876,757.85							152.21
WC SH46 FUND							1,500,000.00	3,687.50	5/20/10	3,687.50
TOTALS	7,235,567.97	1,208.36	6,841,534.25	31,857.86	141,069,817.87	4,594,607.46	159,744,491.72	124,295.83		158,109.91

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK: NOVEMBER 2009 INTEREST RATE 0.335%

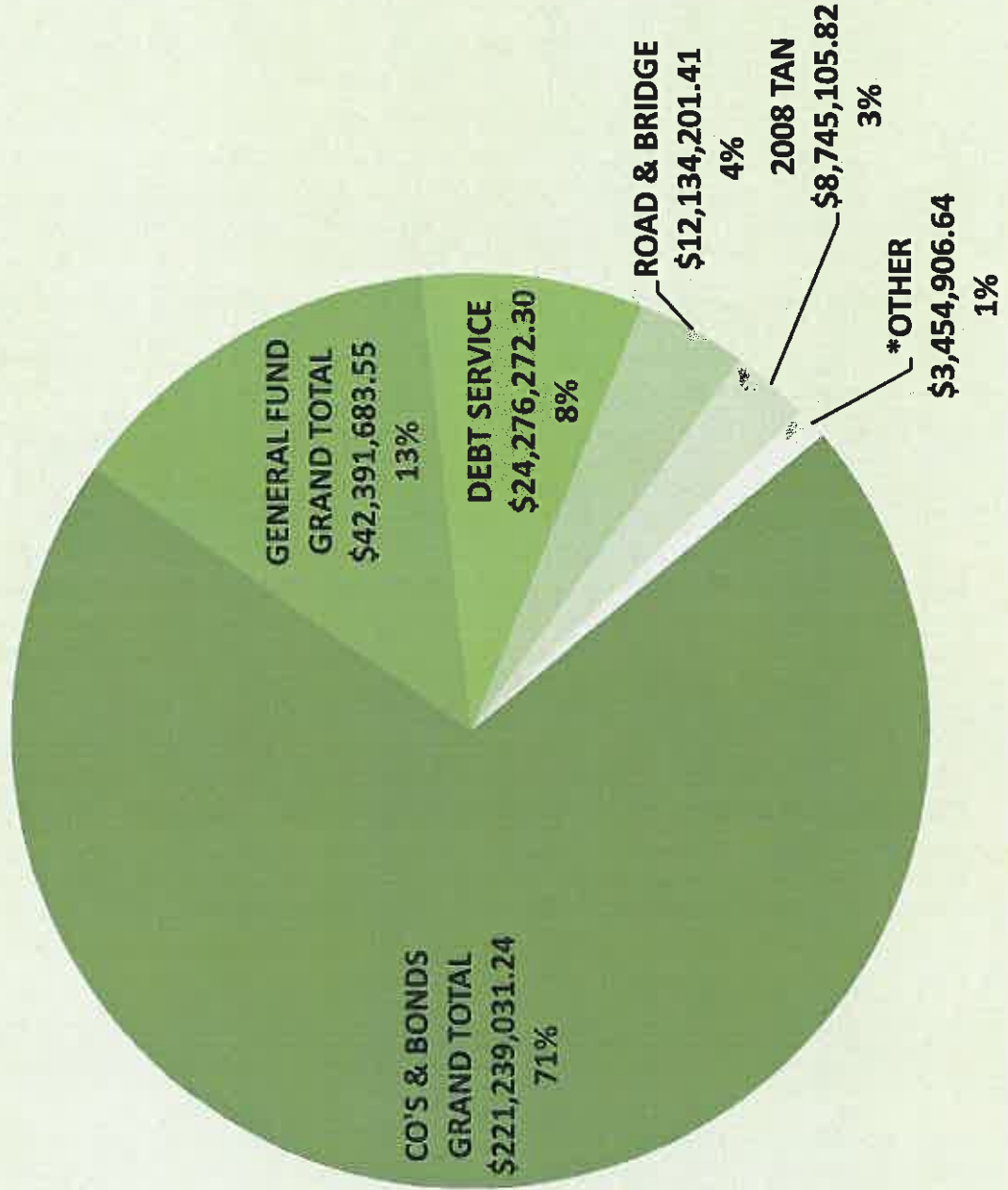
*Vivian L. Wood*  
Vivian L. Wood  
Williamson County Treasurer

12-11-09  
DATE

**FY 2010 COUNTY INVESTMENTS BY INVESTMENT TYPE**  
**AS OF NOVEMBER 30, 2009**



**FY 2010 COUNTY INVESTMENTS BY MAJOR FUND TOTAL  
AS OF NOVEMBER 30, 2009**



\*The "OTHER" category is comprised of County Benefits, WC SH45 Fund, SE Road District and SW Road District which represent less than 1% of the grand total.

**NOVEMBER 2009 NON-COUNTY INVESTMENT**

FY 2010

INTEREST RATE: TEXPOOL PRIME 0.261% -- TEXPOOL 0.211% -- TEXSTAR 0.199%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TEXSTAR		LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL (including interest)	
	BALANCE 10/31/09	TOTAL INTEREST	BALANCE 10/31/09	TOTAL INTEREST	BALANCE 10/31/09	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT AS OF 11/30/09	INTEREST EARNED AT MATURITY			EARLIEST MATURITY DATE
CITIES HEALTH DIST	76,183.83	13.23	76,187.06	324.99	1,515,393.31	1,515,718.30				338.22	1,591,915.36
COUNTY CLERK	2,332,807.24	402.78	2,337,876.64							402.78	2,337,876.64
DA DRUG FUND	122,255.73	21.22	122,276.95							21.22	122,276.95
MEDICAID	681,372.02	37.10	156,557.59							37.10	156,557.59
SHERIFF COMMISSAR	502,891.63	87.33	502,978.96							87.33	502,978.96
<b>TOTALS</b>	<b>6,289,332.90</b>	<b>978.45</b>	<b>6,520,865.81</b>	<b>325.00</b>	<b>1,515,684.37</b>	<b>1,516,840.00</b>				<b>1,303.45</b>	<b>7,036,705.81</b>

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; NOVEMBER 2009 INTEREST RATE 0.335%

*Vivian L. Wood* 12-11-09  
 Vivian L. Wood DATE

Williamson County Treasurer

**DECEMBER 2009 COUNTY INVESTMENT**  
**FY 2010**  
**INTEREST RATE: TEXPOOL PRIME 0.240% -- TEXPOOL 0.209% -- TEXSTAR 0.189%**

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 11/20/09	TOTAL INTEREST	BALANCE 12/31/09	BALANCE 11/20/09	TOTAL INTEREST	BALANCE 12/31/09	BALANCE 11/20/09	TOTAL INTEREST	BALANCE 12/31/09	TOTAL BALANCE IN ACCOUNT 12/31/09	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
<b>GENERAL FUND</b>														
ADRN FUND	179,155.61	31.83	179,187.44										31.83	179,187.44
CHLD SAFETY	38,451.48	10.59	78,436.59										10.59	78,436.59
CRTHS SEC	77,410.24	13.74	77,432.58										13.74	77,432.58
CO RECORD ARC	605,398.27	107.50	605,505.77							1,000,000.00		5/7/10	107.50	1,605,505.77
COUNTRY RMP	345,193.63	50.06	345,253.89										50.06	345,253.89
CT RPTR SVC	683,938.92	121.43	684,060.35										121.43	684,060.35
GENERAL FUND	3,430,833.53	506.53	3,431,350.73	12,000,000.00		12,000,000.00				12,000,000.00		4/1/10	506.53	14,038,596.83
JUSTICE CRT TECH	484,356.41	93.42	554,449.83										93.42	554,449.83
LIBRARY FUND	603,063.59	107.06	603,170.64										107.06	603,170.64
KARST	700,968.14	171.43	1,201,137.57										171.43	1,201,137.57
RMP	103,482.48	182.98	103,665.45										182.98	103,665.45
TOBACCO FUNDS	28,378.47	4.76	8,383.23	810,291.53	174.34	810,465.87				3,265,016.72		4/30/10	4.76	4,083,865.82
<b>TOTAL</b>	<b>5,325,660.37</b>	<b>1,941.26</b>	<b>23,856,470.65</b>	<b>20,801,006.46</b>	<b>5,822.78</b>	<b>44,814,255.19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,265,016.72</b>	<b>-</b>	<b>-</b>	<b>7,784.04</b>	<b>84,935,742.56</b>
ROAD AND BRIDGE	24,382.35	4.32	24,386.67	3,109,819.08	841.06	5,875,173.80				9,000,000.00		4/1/10	845.38	14,899,580.47
CO'S & BOND														
2007 PARK BONDS				2,540,647.27	409.98	2,098,036.32								
2007 ROAD BONDS				1,987,691.78	311.38	1,333,304.01				13,054,475.00		5/13/10	311.38	14,387,779.01
CHICAGO'S SHOP MARKETS FLEX REPURCHASE														
C O SERIES 2008				16,329,250.11	3,727.86	18,319,142.38								
GF BOND-01	3,051.25	0.58	3,051.83	27,961,391.29	5,472.16	28,148,152.11	258,054.57	41.97	258,096.94				5,514.11	26,410,299.88
PARKS LIMITED TAX BONDS 2008							4,337,302.75	655.38	4,337,998.13				655.38	4,337,998.13
PASS THROUGH TOTAL BOND 2009				58,895,187.21	7,154.36	32,103,969.60				7,000,000.00		10/13/10	7,154.36	39,103,089.60
<b>TOTAL</b>	<b>3,051.25</b>	<b>0.58</b>	<b>3,051.83</b>	<b>89,661,147.67</b>	<b>17,135.42</b>	<b>80,003,706.42</b>	<b>4,595,357.32</b>	<b>736.75</b>	<b>4,596,094.07</b>	<b>126,979,475.00</b>	<b>-</b>	<b>-</b>	<b>17,872.75</b>	<b>211,582,327.32</b>
2008 TAN	97,394.82	17.28	97,401.90	8,647,721.20	1,748.58	8,494,156.28							1,785.86	8,591,558.18
COUNTY BENEFITS	13,112.40	2.34	13,114.74	1,047,252.35	244.62	1,076,285.62							246.96	1,089,400.36
DEBT SERVICE	483,401.37	85.82	483,487.19	17,792,870.93	5,088.93	37,139,938.07							5,164.75	37,623,425.26
DEBT SVS CDARS														
SE ROAD DIST	17,784.04	3.17	17,787.21							6,000,000.00		4/1/10		6,000,000.00
SW ROAD DIST	876,757.85	156.68	876,913.53										3.17	17,787.21
WC SHAS FUND													155.68	876,913.53
<b>TOTALS</b>	<b>6,841,534.25</b>	<b>2,210.45</b>	<b>25,372,813.72</b>	<b>141,059,817.87</b>	<b>30,881.39</b>	<b>177,403,515.38</b>	<b>4,595,357.32</b>	<b>736.75</b>	<b>4,596,094.07</b>	<b>159,744,491.72</b>	<b>0.00</b>	<b>-</b>	<b>33,808.59</b>	<b>367,116,714.89</b>

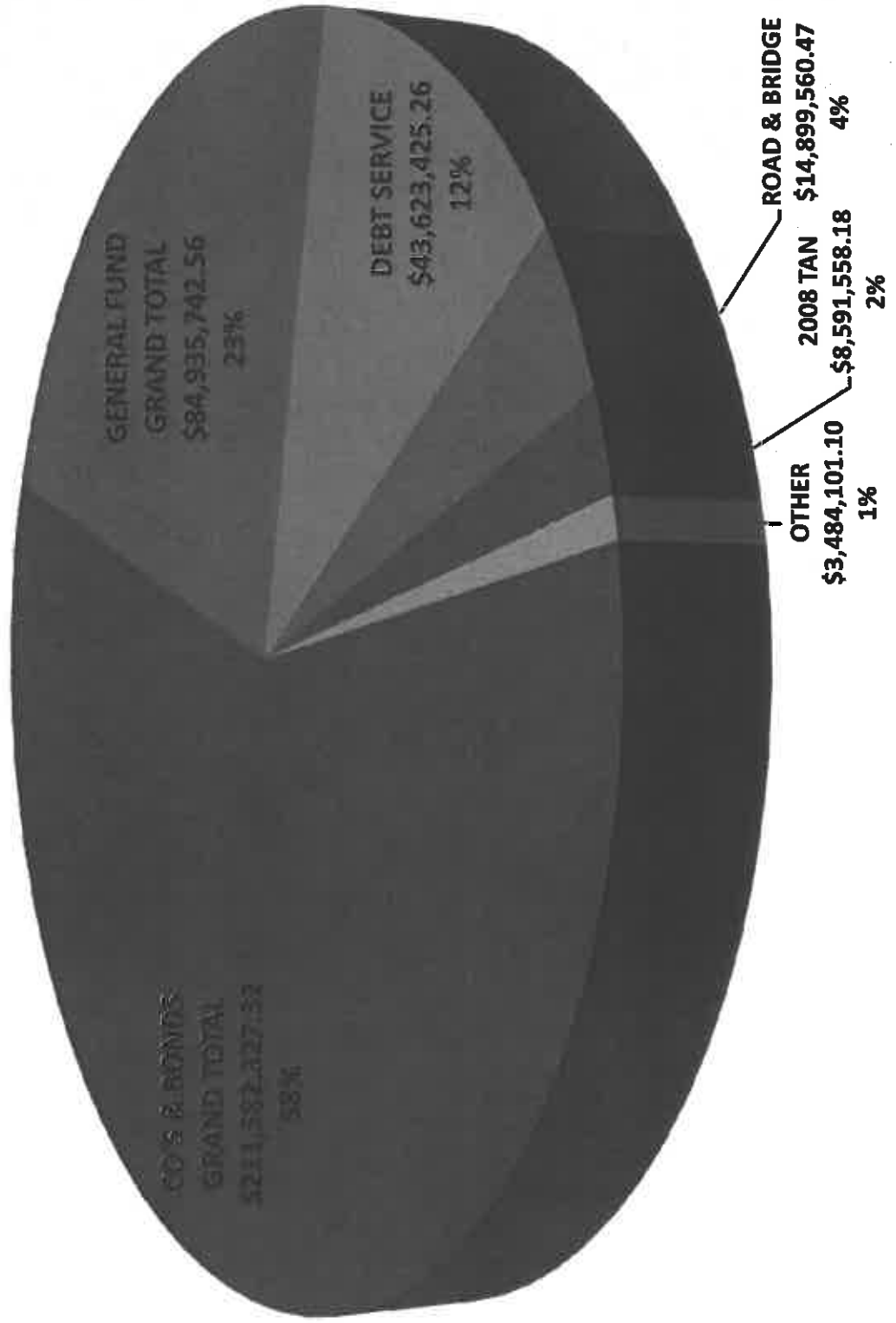
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; DECEMBER 2009 INTEREST RATE 0.320%

*Vivian L. Wood* 1-6-10  
 Vivian L. Wood  
 Williamson County Treasurer

DATE

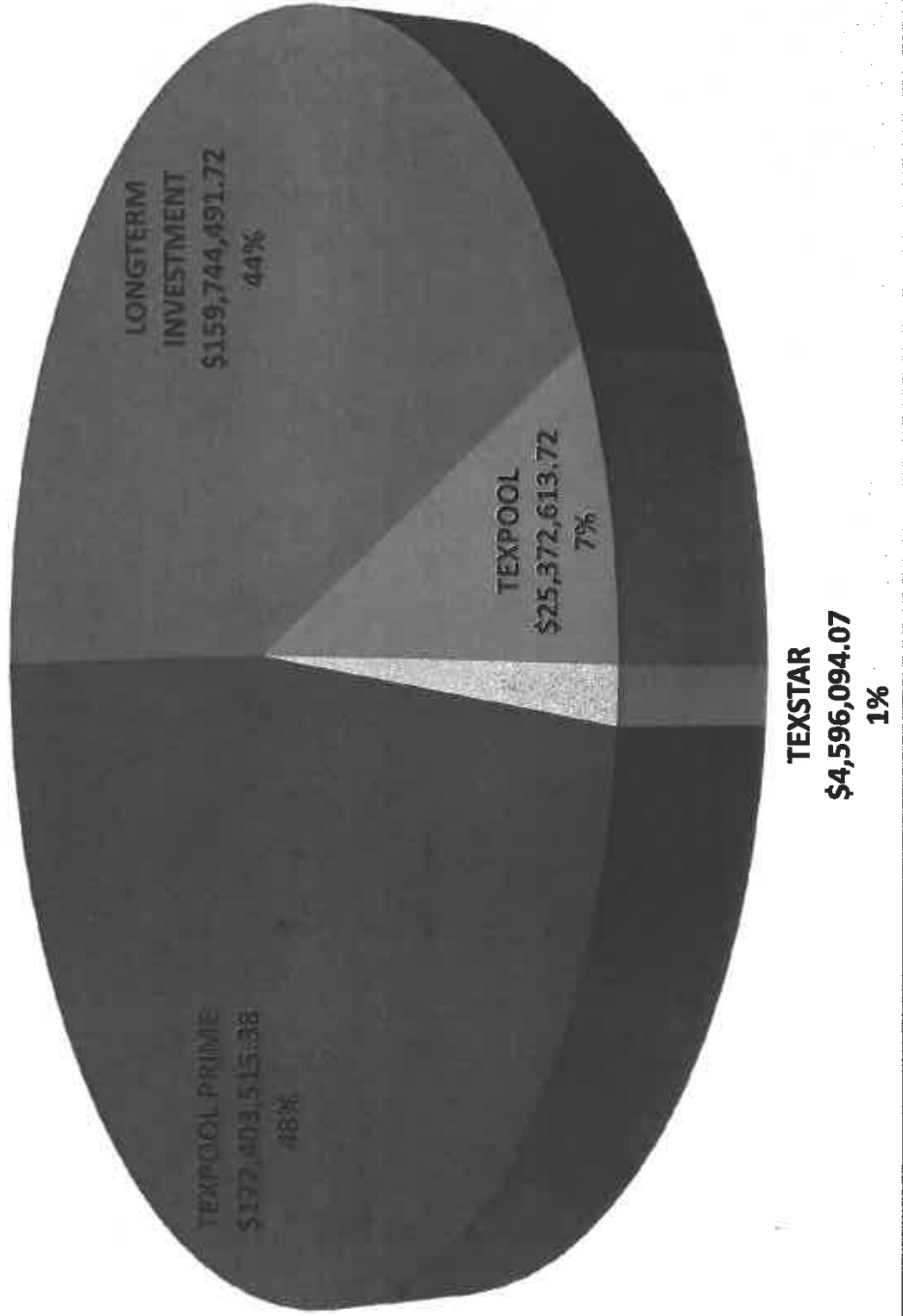


**FY 2010 COUNTY INVESTMENTS BY MAJOR FUND TOTAL  
AS OF DECEMBER 31, 2009**



\*The "OTHER" category is made of the County Benefits, WC SH45 Fund, SE Road District and SW Road District.

**FY 2010 COUNTY INVESTMENTS BY INVESTMENT TYPE  
AS OF DECEMBER 31, 2009**



**DECEMBER 2009 NON-COUNTY INVESTMENT**  
**FY 2010**

INTEREST RATE: TEXPOOL PRIME 0.240% -- TEXPOOL 0.209% -- TEXSTAR 0.189%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TEXSTAR		LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 11/30/09	TOTAL INTEREST	BALANCE 11/30/09	TOTAL INTEREST	BALANCE 11/30/09	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT AS OF 12/31/09	INTEREST EARNED AT MATURITY		
ARR-DIST 1 CONST	44,265.44	7.84	44,273.28						7.84	44,273.28
CITIES HEALTH DIST	76,197.06	13.54	76,210.60	308.35	1,515,026.65				321.89	1,592,237.25
CO DISTRICT CLERK	333,337.20	140.21	333,477.41						140.21	333,617.62
COUNTY CLERK	2,337,876.64	407.82	2,270,722.11						407.82	2,270,722.11
CSOCD	962,703.75	178.62	1,652,880.37						178.62	1,652,880.37
DA DRUG FUND	122,276.95	21.71	122,298.66						21.71	122,298.66
DISTRICT ATTORNEY	141,854.89	19.80	141,874.69						19.80	141,894.49
MEDICAID	156,557.59	40.65	231,598.24						40.65	231,598.24
SHERIFF'S DRUG FUND	352,815.93	82.65	352,898.58						82.65	352,898.58
SHERIFF COMMISSARY	502,978.96	89.30	503,068.26						89.30	503,068.26
WC SCHOOL FUND			121.70	0.00	421.70					121.70
<b>TOTALS</b>	<b>5,520,865.81</b>	<b>989.95</b>	<b>6,177,546.87</b>	<b>308.35</b>	<b>1,516,148.35</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,298.30</b>	<b>7,693,695.22</b>

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; DECEMBER 2009 INTEREST RATE 0.320%

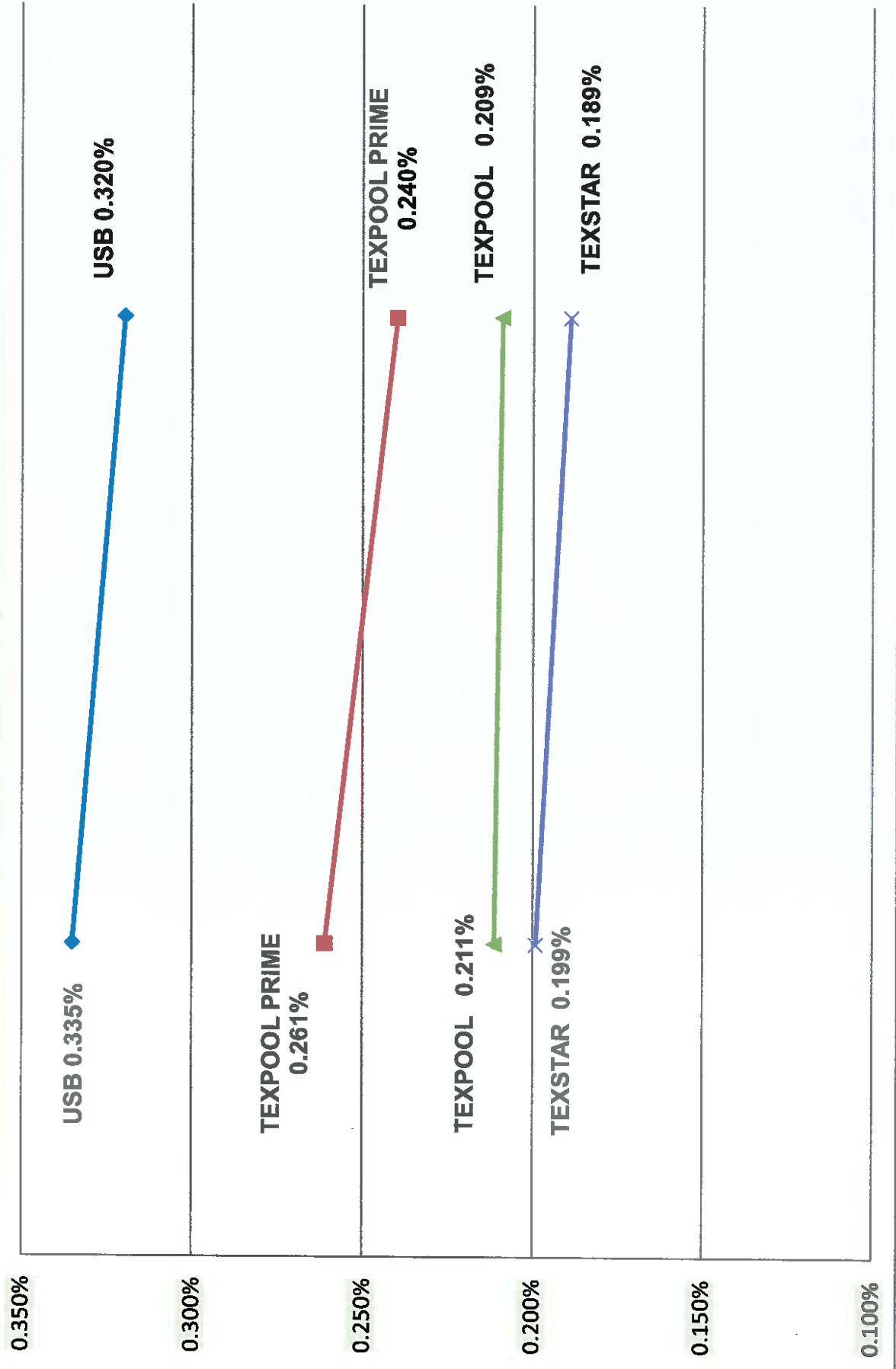
*Vivian L. Wood*  
 Vivian L. Wood  
 Williamson County Treasurer

DATE

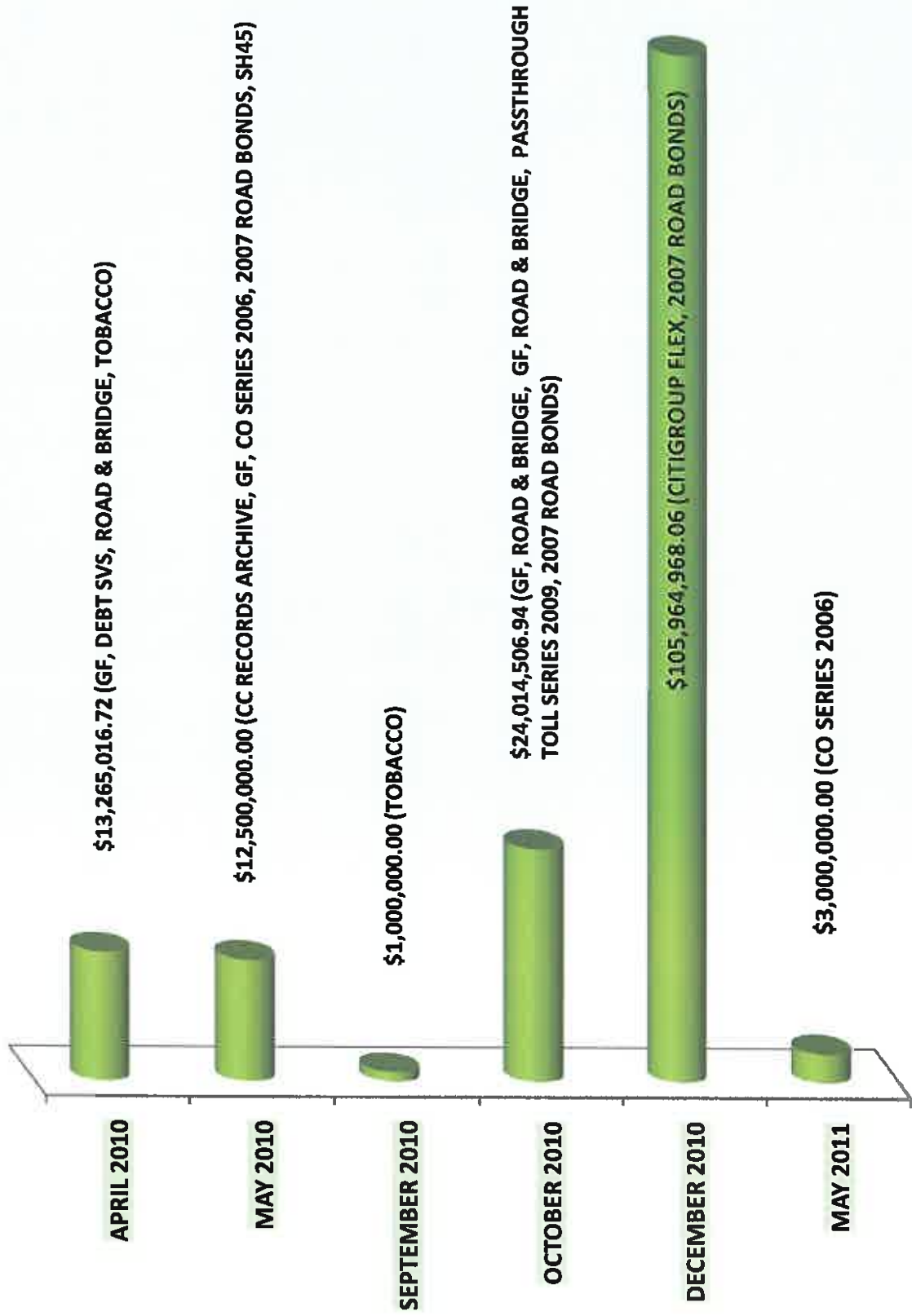
*1-6-10*



# INTEREST RATES FOR USB, TEXPOOL PRIME, TEXPOOL AND TEXSTAR NOVEMBER AND DECEMBER 2009



**LONGTERM INVESTMENTS BY MONTH & YEAR OF MATURITY  
AS OF DECEMBER 31, 2009**



**ALL LONGTERM INVESTMENT TOTALS BY MONTH & YEAR OF MATURITY**



**AS OF DECEMBER 31, 2009**

<b>ACCOUNT</b>	<b>AMOUNT</b>	<b>MATURITY DATE</b>	<b>CALLABLE DATE</b>	<b>TOTAL</b>
GENERAL FUND CD	2,000,000.00	4/1/2010		
DEBT SERVICE CD	6,000,000.00	4/1/2010		
ROAD & BRIDGE CD	3,000,000.00	4/1/2010		
TOBACCO	2,265,016.72	4/30/2010		
<b>APRIL 2010 Total</b>				<b>13,265,016.72</b>
CC RECORDS ARCHIVE CD	1,000,000.00	5/7/2010		
GENERAL FUND CD	4,000,000.00	5/13/2010		
CO SERIES 2006 CD	3,000,000.00	5/13/2010		
2007 ROAD BONDS CD	3,000,000.00	5/13/2010		
SH45	1,500,000.00	5/20/2010		
<b>MAY 2010 Total</b>				<b>12,500,000.00</b>
TOBACCO	1,000,000.00	9/15/2010		
<b>SEPTEMBER 2010 Total</b>				<b>1,000,000.00</b>
GENERAL FUND CD	3,000,000.00	10/1/2010		
ROAD & BRIDGE CD	3,000,000.00	10/1/2010		
GENERAL FUND CD	3,000,000.00	10/13/2009	4/13/2010	
ROAD & BRIDGE CD	3,000,000.00	10/13/2009	4/13/2010	
PASSTHROUGH TOLL SERIES 2009	7,000,000.00	10/13/2009	4/13/2010	
2007 ROAD BONDS	5,014,506.94	10/14/2010		
<b>OCTOBER 2010 Total</b>				<b>24,014,506.94</b>
CITIGROUP GLOBAL MARKETS	100,925,000.00	12/15/2010		
2007 ROAD BONDS	5,039,968.06	12/15/2010		
<b>DECEMBER 2010 Total</b>				<b>105,964,968.06</b>
CO SERIES 2006 CD	3,000,000.00	5/12/2011	2/12/2010	
<b>MAY 2011 Total</b>				<b>3,000,000.00</b>
<b>TOTAL</b>				<b>159,744,491.72</b>

You forwarded this message on 11/24/2009 1:46 PM.

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

**King, Danny**

**From:** King, Danny **Sent:** Fri 11/13/2009 1:00 PM  
**To:** 'Vivian Wood'  
**Cc:** King, Danny  
**Subject:** Texas CLASS Investment Pool  
**Attachments:**  Auto Populate Registration Packet.pdf(531KB)  Copy of Class Texas Portfolio Report.xls(43KB)

November 13<sup>th</sup>, 2009

RECEIVED

DEC 11 2009

WILLIAMSON COUNTY  
TREASURER

Vivian Wood  
Williamson County Treasurer  
710 Main Street, Suite #105  
Georgetown, Texas 78626

Dear Ms. Wood:

Thank you so much for the opportunity to provide you with the information that you requested in your letter dated November 3<sup>rd</sup>.

Our current position in the market as with all pools is in a holding pattern waiting on the FED to raise rates! We do expect to have a nice increase in our rates ( 3 to 5 bps) starting in the next two weeks, as a result of an agreement with a bank that will be providing Texas CLASS with a increase. Our plan is to pass the higher rate along to our participants and it should improve our comparison to the other pools you are using.

	CLASS	Tx Pool Prime	Logic
Sept.	.32%	.36%	.37%
Oct.	.30%	.28%	.31%
Nov	.28%	.26	.26

Today	.28%	.25%	.27%
Dec	.26%	.23%	.23%

Our average assets for the month of: September 2009 was \$2.006 Billion

October 2009 was \$1.981 Billion

Our average for Texas CLASS has been 2.3 Billion in 2009; we are looking forward to tax season so our balances will increase!

The administrator of the fund is MBIA Municipal Investors Service Corporation, Armonk NY.

The pool is in compliance with the State of Texas Statutes and the Public Funds Investment Act.

Texas CLASS has AAAM rating by Standard and Poor's

One point that sets us apart from other pools is an additional layer of SAFETY found in our Letter of Credit that is held by a 3<sup>rd</sup> party bank! The LOC is set at \$5 Million with the fact that all of our investments can not be more than 5% in any single holding; our letter of credit exceeds that margin with our current portfolio size. In the event of a downgraded investment that was called before our 34 day WAM, we have this additional safeguard in place with the LOC to offset any losses and protect the liquidity of our participants.

In addition to our Letter of Credit we also offer Daily Compounding so your interest earned goes into your account daily. The other pools calculate daily and pay once a month, while we pay 28 to 31 times each month. Compounding allows your money to earn more interest over time.

We have a sub account called CLASS Plus that allow entities to go out longer than the pools at 90 days. CLASS Plus starts at 91 days and can go out as long as your local investment policy allows! We can ladder out securities over time with monthly maturities that are seamlessly transitioned back into your pool account or can then be re-invested.

Our cut off time for Texas is 3:30! We have an office in Colorado that allows us to offer an extra hour of attention from our client service desk.

Let me know if you are needing any other information. You may view more information at [www.texasclass.com](http://www.texasclass.com).

kindest Regards,

Danny King

512-914-6104

**WILLIAMSON COUNTY INVESTMENT COMMITTEE**

**EDUCATION REPORT**

DECEMBER 2009

COMMITTEE MEMBERS	REQUIRED HOURS	TRAINING TYPE	TRAINING DATE	TRAINING RENEWAL DATE
DAN A. GATTIS COUNTY JUDGE	10 HOURS BI-ANNUAL	PFIA	DECEMBER 2009	DECEMBER 2011
DAVID U FLORES COUNTY AUDITOR	10 HOURS BI-ANNUAL	PFIA	DECEMBER 2009	DECEMBER 2011
DEBORAH M. HUNT TAX ASSESSOR/COLLECTOR	10 HOURS BI-ANNUAL	PFIA	OCTOBER 2009	OCTOBER 2011
VALERIE COVEY COMMISSIONER PRECINCT 3	10 HOURS BI-ANNUAL	PFIA	SEPTEMBER 2009	SEPTEMBER 2011
VIVIAN L. WOOD COUNTY TREASURER	15 HOURS ANNUALLY	CIO	JUNE 2009	2010
	10 ANNUALLY	PFIA	APRIL 2009	2010
			SEPTEMBER 2009 NOVEMBER 2009	
20 ANNUALLY	TREASURER	APRIL 2009 SEPTEMBER 2009	2010	

Government Treasurers' Organization of Texas  
and  
University of North Texas Center for Public Management

**Certificate of Attendance**

presented to

*Dan Gattis*

*For completion of the following hours of training on the Texas Public Funds Investment Act and related investment issues:*

Economic Commentary	1.8	Investment Strategies in Today's Market	2.4
Protecting Customer Information	1.2	The State of the Texas Economy	1.2
US Agency Market Update	1.5	Banking E-Commerce & Payment Services	1.5
Other Post Employment Benefits	0.0	Banking Trends & Future Services	0.0
Utilizing Building America Bonds: A New Landscape	0.0	Internet Resources for Economic & Investor Information	1.5
Broker Dealer Evaluation Matrix	1.5	Who Buys Your Bonds	0.0
Optional Course: Investment Policy Certification	1.2	Pooled Collateral	0.0

**Total Hours: 13.8**

**GTOT Winter Seminar  
December 7-9, 2009  
San Antonio, Texas**

*Patrick Shinkle*

Patrick Shinkle  
CPE Sponsor 04662



Government Treasurers' Organization of Texas  
and  
University of North Texas Center for Public Management

**Certificate of Attendance**

presented to

*David Flores*

*For completion of the following hours of training on the Texas Public Funds Investment Act and related investment issues:*

Economic Commentary	1.8	Investment Strategies in Today's Market	2.4
Protecting Customer Information	1.2	The State of the Texas Economy	1.2
US Agency Market Update	1.5	Banking E-Commerce & Payment Services	0.0
Other Post Employment Benefits	0.0	Banking Trends & Future Services	1.5
Utilizing Building America Bonds: A New Landscape	1.5	Internet Resources for Economic & Investor Information	0.0
Broker Dealer Evaluation Matrix	0.0	Who Buys Your Bonds	0.0
Optional Course: Investment Policy Certification	0.0	Pooled Collateral	0.0

Total Hours: 11.1

**GTOT Winter Seminar  
December 7-9, 2009  
San Antonio, Texas**

*Patrick Shinkle*  
Patrick Shinkle  
CPE Sponsor 04662

**2009 Public Funds Investment Act Training, David U. Flores  
Commissioners Court - Regular Session**

**Date:** 01/19/2010  
**Submitted By:** Celia Villarreal, County Treasurer  
**Submitted For:** Vivian Wood  
**Department:** County Treasurer  
**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Acknowledge and enter into the official minutes of the Commissioners Court that David U. Flores, County Auditor, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Link: [PFIA Training Certificate for David U. Flores](#)

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**Form Routing/Status**

Form Started By: Celia Villarreal      Started On: 01/13/2010 11:26 AM  
Final Approval Date: 01/14/2010

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Government Treasurers' Organization of Texas  
and  
University of North Texas Center for Public Management

**Certificate of Attendance**

presented to

*David Flores*

*For completion of the following hours of training on the Texas Public Funds Investment Act and related investment issues:*

Economic Commentary	1.8	Investment Strategies in Today's Market	2.4
Protecting Customer Information	1.2	The State of the Texas Economy	1.2
US Agency Market Update	1.5	Banking E-Commerce & Payment Services	0.0
Other Post Employment Benefits	0.0	Banking Trends & Future Services	1.5
Utilizing Building America Bonds: A New Landscape	1.5	Internet Resources for Economic & Investor Information	0.0
Broker Dealer Evaluation Matrix	0.0	Who Buys Your Bonds	0.0
Optional Course: Investment Policy Certification	0.0	Pooled Collateral	0.0

Total Hours: 11.1

**GTOT Winter Seminar  
December 7-9, 2009  
San Antonio, Texas**

*Patrick Shinkle*

Patrick Shinkle  
CPE Sponsor 04662

## 2009 Public Funds Investment Act Training, Dan Gattis Commissioners Court - Regular Session

Date: 01/19/2010  
Submitted By: Celia Villarreal, County Treasurer  
Submitted For: Vivian Wood  
Department: County Treasurer  
Agenda Category: Consent

### Information

#### Agenda Item

Acknowledge and enter into the official minutes of the Commissioners Court that Dan Gattis, County Judge, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy.

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [PFIA Training Certificate for Dan Gattis](#)

### Form Routing/Status

Form Started By: Celia Villarreal      Started On: 01/13/2010 11:35 AM  
Final Approval Date: 01/14/2010

Government Treasurers' Organization of Texas  
and  
University of North Texas Center for Public Management

**Certificate of Attendance**

presented to

*Dan Gattis*

*For completion of the following hours of training on the Texas Public Funds Investment Act and related investment issues:*

Economic Commentary	1.8	Investment Strategies in Today's Market	2.4
Protecting Customer Information	1.2	The State of the Texas Economy	1.2
US Agency Market Update	1.5	Banking E-Commerce & Payment Services	1.5
Other Post Employment Benefits	0.0	Banking Trends & Future Services	0.0
Utilizing Building America Bonds: A New Landscape	0.0	Internet Resources for Economic & Investor Information	1.5
Broker Dealer Evaluation Matrix	1.5	Who Buys Your Bonds	0.0
Optional Course: Investment Policy Certification	1.2	Pooled Collateral	0.0

**Total Hours: 13.8**

**GTOT Winter Seminar  
December 7-9, 2009  
San Antonio, Texas**

*Patrick Shinkle*

Patrick Shinkle  
CPE Sponsor 04662

## Discuss and take action on the re-appointments to the board of ESD#5 Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Terri Countess, Commissioner Pct. #3  
**Submitted For:** Valerie Covey  
**Department:** Commissioner Pct. #3  
**Agenda Category:** Consent

### Information

#### Agenda Item

Discuss and take action on the re-appointments of Steffan Gerlica, Ashley Reeves and Bill Gravell to the board of ESD #5 for a two year term beginning January 1, 2010.

#### 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: 01/14/2010 10:45 AM  
 Final Approval Date: 01/14/2010

**Discuss and take action on reappointments to board of ESD# 7.  
Commissioners Court - Regular Session**

**Date:** 01/19/2010  
**Submitted By:** Terri Countess, Commissioner Pct. #3  
**Submitted For:** Valerie Covey  
**Department:** Commissioner Pct. #3  
**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss and take action on the re-appointments of Harold Jackson, Steele Zinser and Tina Geiselbrecht to the board of ESD #7 for a two year term beginning January 1, 2010.

**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: 01/14/2010 10:48 AM  
Final Approval Date: 01/14/2010

---

**Discuss and consider preliminary plat approval for Teravista Section 6, Pct. 1.**

**Commissioners Court - Regular Session**

**Date:** 01/19/2010  
**Submitted By:** Joe England, Unified Road System  
**Submitted For:** Joe England  
**Department:** Unified Road System  
**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss and consider preliminary plat approval for Teravista Section 6, Pct. 1.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Link: [TV Sec 6](#)

**Form Routing/Status**

Form Started By: Joe England      Started On: 01/14/2010 08:43 AM  
Final Approval Date: 01/14/2010



# TERAVISTA SECTION 6 PRELIMINARY PLAT

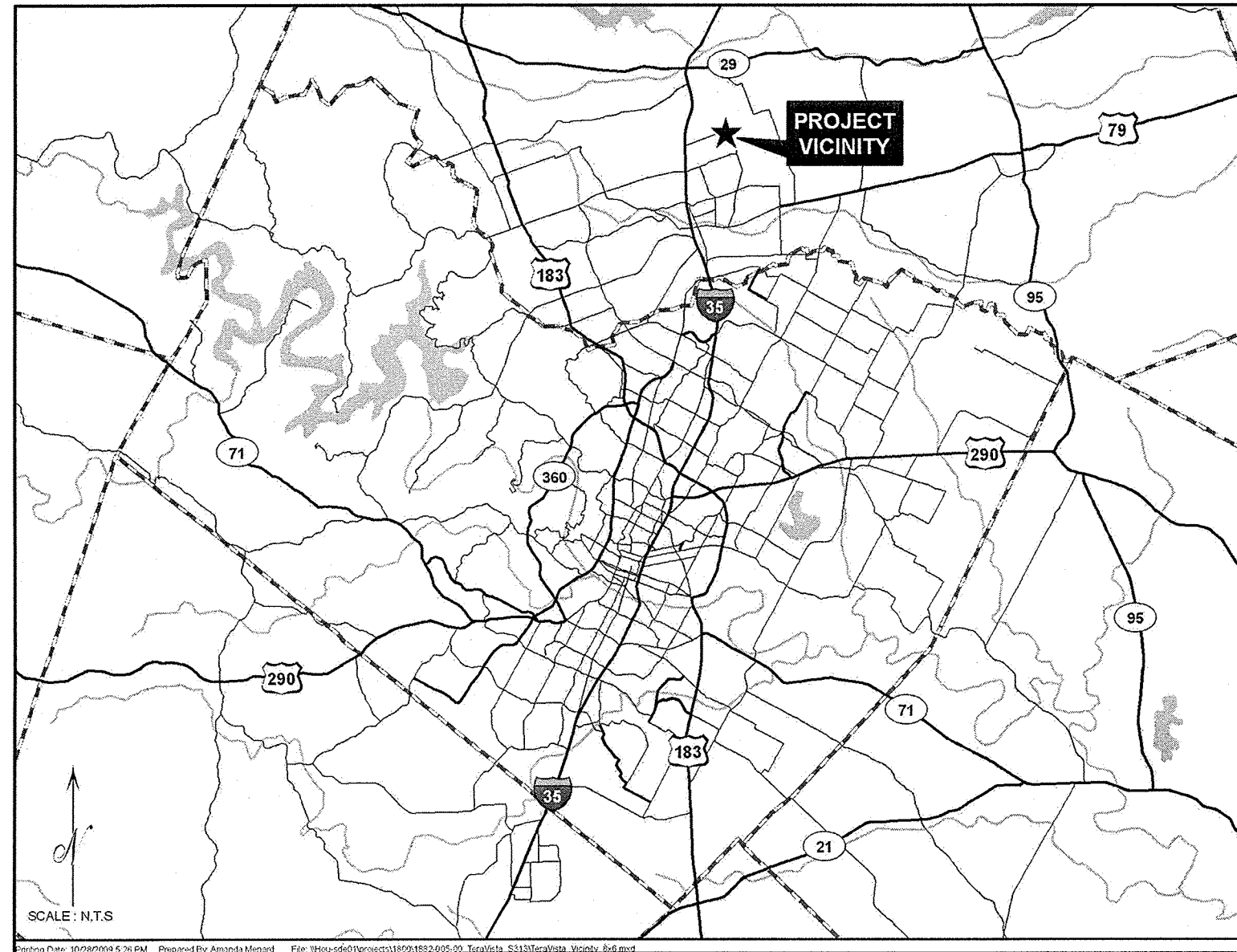
**PLAT NOTES:**

- BUILDING SETBACKS WILL BE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN NEWLAND COMMUNITIES AND THE CITY OF ROUND ROCK.
- SIDEWALKS WILL BE CONSTRUCTED AND STREET TREES PLANTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN NEWLAND COMMUNITIES AND THE CITY OF ROUND ROCK.
- TOTAL ACREAGE IS 2.96 AC.
- THIS DEVELOPMENT SHALL MEET ALL REQUIREMENTS OF THE CONSENT AGREEMENT BETWEEN THE CITY OF ROUND ROCK AND NNP-EDWARDS, L.P., AKA NEWLAND COMMUNITIES AND THE CITY OF ROUND ROCK UNIFIED DEVELOPMENT CODE.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WILLIAMSON COUNTY MUD NO. 10 WATER AND WASTEWATER AND TXU ELECTRIC.
- PARKLAND DEDICATION REQUIREMENTS SHALL BE MET IN ACCORDANCE WITH THE CONSENT AGREEMENT BETWEEN THE CITY OF ROUND ROCK AND NEWLAND COMMUNITIES.
- THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOOD PLAIN AS DEFINED BY FIRM MAP #48491C0485E, WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008. COMMUNITY #481048
- ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS AND MAINTENANCE OF DRAINAGE EASEMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
- THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN - TEXAS CENTRAL ZONE AND NAVD 88.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS THE LANDOWNER INDEMNIFIES AND HOLDS WILLIAMSON COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
- IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY WILLIAMSON COUNTY, TEXAS. THE COUNTY ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR IN CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH.
- THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
- THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

**FLOODPLAIN INFORMATION:**

NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM) #48491C0485E, WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008. COMMUNITY #481048

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



**VICINITY MAP**

N.T.S.



**LOCATION MAP**

N.T.S.

**SHEET INDEX**

NO.	TITLE
1	COVER SHEET AND NOTES
2	PRELIMINARY PLAT LAYOUT

**DEVELOPER:**  
 NNP-TERAVISTA, LP  
 RAINER FICKEN  
 13809 RESEARCH BLVD., SUITE 475  
 AUSTIN, TEXAS 78750  
 PH: 512 244-6667  
 FAX: 512 244-6875

**ENGINEER:**  
 PATE ENGINEERS INC.,  
 MICHAEL S. FISHER, P.E.  
 7801 N. CAPITAL OF TEXAS HWY  
 SUITE 350, AUSTIN, TEXAS 78731  
 PH: 512 340-0600 EXT: 331  
 FAX: 512 340-0604

**SURVEYOR:**  
 PATE SURVEYORS INC.  
 DAVID ELZY, R.P.L.S.  
 7801 N. CAPITAL OF TEXAS HWY  
 SUITE 350, AUSTIN, TEXAS 78731  
 PH: 512 340-0600  
 FAX: 512 340-0604

**LOT SUMMARY**

SECTION	BLOCKS	# OF LOTS	OPEN SPACE	COMMERCIAL
SEC. 6	1	2	0	2

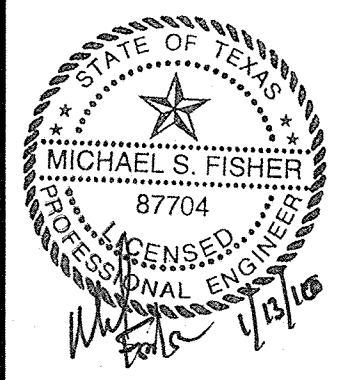
TERAVISTA SECTION 6  
PRELIMINARY PLAT

COVER SHEET AND NOTES

PROJECT:

SHEET:

NO.	DATE	REVISIONS	BY



PATE PROJECT NO. 188200703

SHEET

**PATE ENGINEERS**  
 TBPE F-002726  
 HOUSTON ♦ DALLAS ♦ AUSTIN ♦ SAN ANTONIO  
 7801 N. Capital of Texas Hwy, Suite 350 Austin, Tx, 78731  
 Phone: 512-340-0600 Fax: 512-340-0604 WWW.PATEENG.COM

X:\188200700\_TV\_Section 6\dwg\sheets\TV-PLAT-cover.dwg Jan 13, 2010 - 2:06pm EddielM Layout: Layout1  
 X:\188200700\_TV\_Section 6\dwg\sheets\TV-PLAT-prelim.dwg Jan 13, 2010 - 2:06pm EddielM Layout: Layout1  
 X:\188200700\_TV\_Section 6\dwg\sheets\TV-PLAT-prelim.dwg Jan 13, 2010 - 2:06pm EddielM Layout: Layout1  
 X:\188200700\_TV\_Section 6\dwg\sheets\TV-PLAT-prelim.dwg Jan 13, 2010 - 2:06pm EddielM Layout: Layout1



## January 2010 Construction Summary Report Commissioners Court - Regular Session

Date: 01/19/2010  
 Submitted By: Krista Zaleski, Road Bond  
 Department: Road Bond  
 Agenda Category: Regular Agenda Items

### Information

#### Agenda Item

Hear the January 2010 Construction Summary Report for Road Bond and Pass Through Financing projects.

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [HNTB Monthly Report 1/10](#)

### Form Routing/Status

Form Started By: Krista Zaleski      Started On: 01/14/2010 11:27 AM  
 Final Approval Date: 01/14/2010





# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

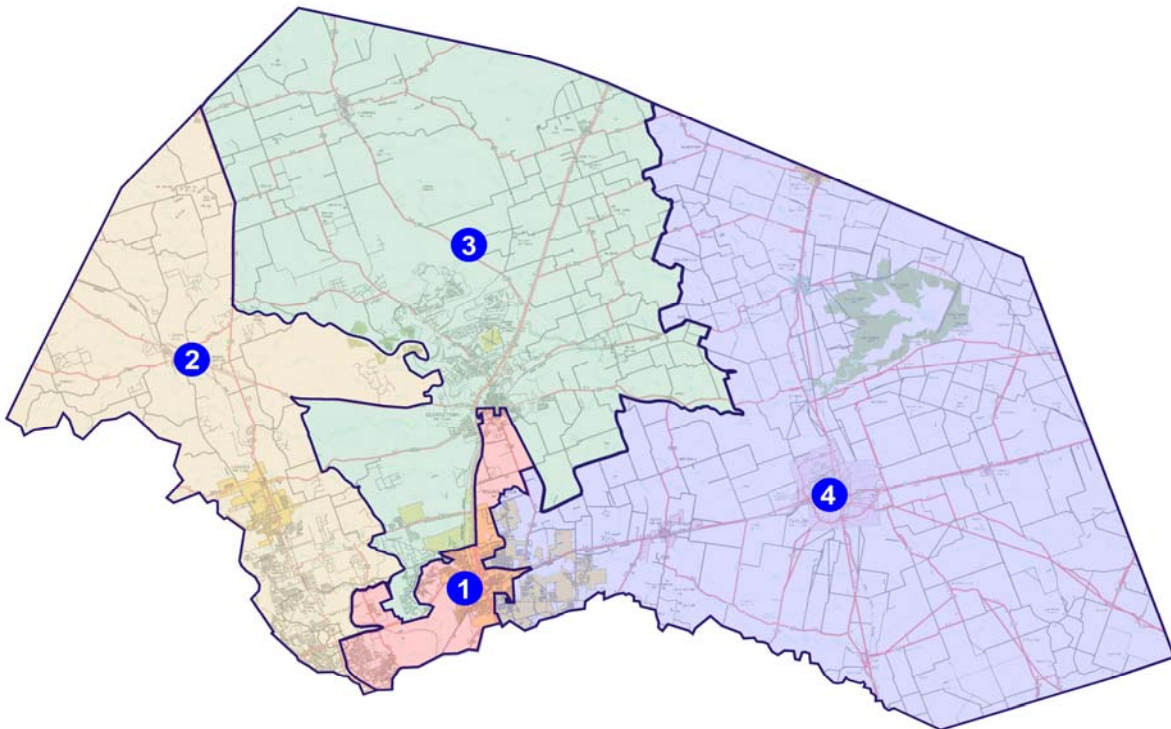
County Judge  
Dan Gattis

Commissioners  
Lisa Birkman  
Cynthia Long  
Valerie Covey  
Ron Morrison

# January 2010

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume IX - Issue No. 1



Presented By:



PRIME  
STRATEGIES,  
INC.

**HNTB**

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# WILLIAMSON COUNTY ROAD BOND PROGRAM

## COMPLETED PROJECTS

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

### Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009
- SE Inner Loop @ FM 1460 – November 2009

### Precinct 2

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

### Precinct 3

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

### Precinct 4

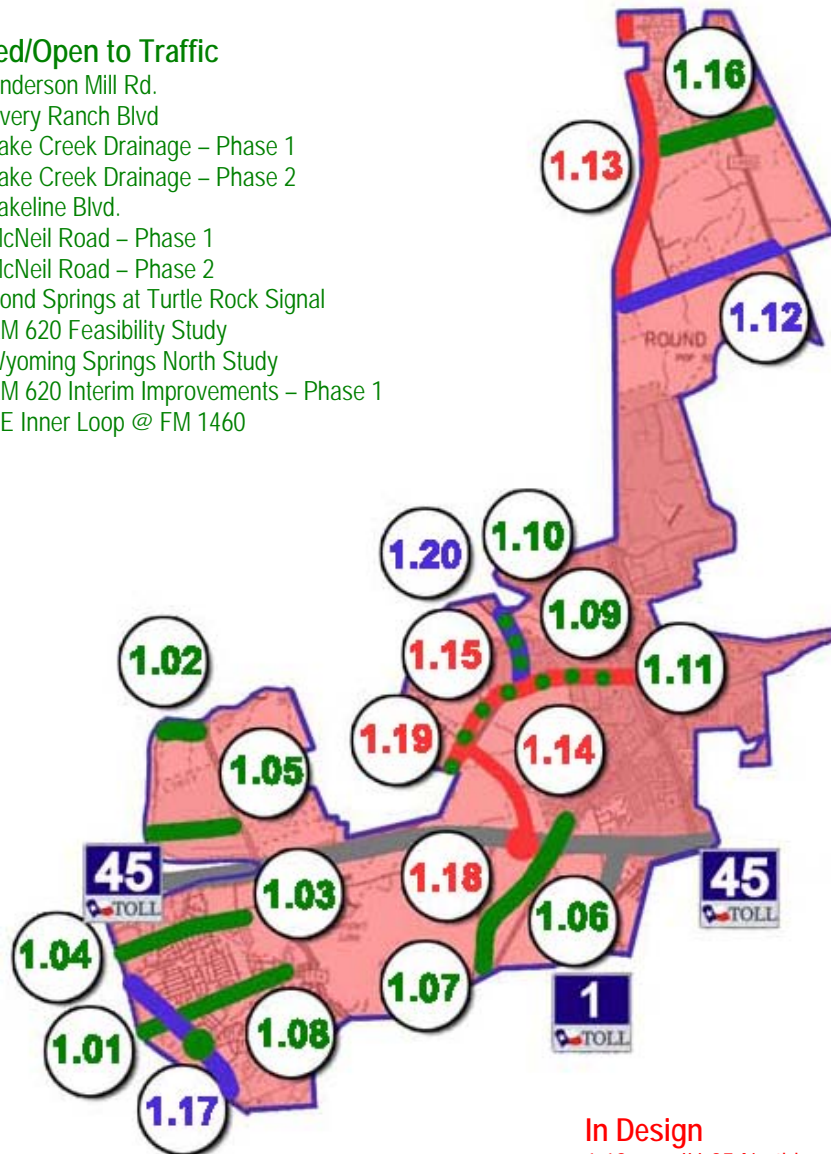
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A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

# PRECINCT 1

## COMMISSIONER BIRKMAN

### Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.16 SE Inner Loop @ FM 1460



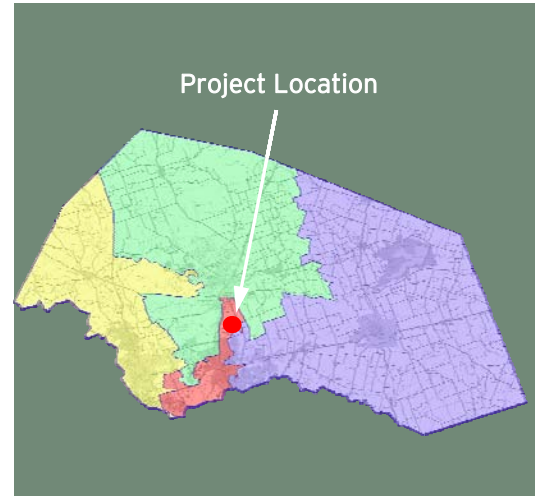
### Under Construction / Bidding

- 1.12 CR 111 (Westinghouse Rd)
- 1.17 Pond Springs Road
- 1.20 Wyoming Springs

### In Design

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





## CR 111 (WESTINGHOUSE ROAD)

(Hewlett Loop to FM 1460)

Project Length: 1.99 Miles

Roadway Classification: Minor Arterial

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

Project Schedule: June 2008 - August 2010

Estimated Construction Cost: \$6.6 Million



## DECEMBER 2009 IN REVIEW

**12/4/2009** - The culvert extension on the east side of FM 1460 was completed. The Contractor is currently working on processing the final course of flex base on the proposed northbound lanes of FM 1460.

**12/18/2009** - The Contractor continues to work on processing the final course of flex base on the proposed northbound lanes of FM 1460. JC Evans' subcontractor will profile the asphalt Type B mix to locate the bumps in the pavement. Bumps will be micromilled or leveled up in preparation for the surface course.

**12/29/2009** - JC Evans completed placement of the final course of flex base on the northbound lanes of FM 1460. Subcontractor AB&R placed Type B asphalt on the northbound lane. JC Evans switched traffic in order to begin work on the future southbound travel lane. Work also began on the subgrade on the future westbound lanes of CR 111 between Scenic Lake and FM 1460.



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

Williamson County  
 Road Bond Program



PRIME  
 STRATEGIES,  
 INC.



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

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/2/2008	4/15/2008	6/6/2008	6/16/2008	8/14/2010		730	60	790

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2	\$0.00	\$0.00
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6	\$0.00	\$0.00
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	10	\$0.00	\$0.00
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	14	\$0.00	\$0.00
5	10/1/2008	10/31/08	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	17	\$0.00	\$0.00
6	11/1/2008	11/30/08	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	21	\$0.00	\$0.00
7	12/1/2008	12/31/08	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	25	\$0.00	\$0.00
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	29	\$0.00	\$0.00
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	33	\$0.00	\$0.00
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	37	\$0.00	\$0.00
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	40	\$0.00	\$0.00
12	5/1/2009	5/31/2009	31	\$226,555.61	\$3,638,900.91	\$11,923.98	\$191,521.10	65	44	\$0.00	\$0.00
13	6/1/2009	6/30/2009	30	\$249,244.85	\$3,888,145.76	\$13,118.15	\$204,639.25	69	48	\$0.00	\$0.00
14	7/1/2009	7/31/2009	31	\$332,593.17	\$4,220,738.93	\$17,504.90	\$222,144.15	75	52	\$0.00	\$0.00
15	8/1/2009	8/31/2009	31	\$245,723.19	\$4,466,462.12	\$12,932.80	\$235,076.95	79	56	\$0.00	\$0.00
16	9/1/2009	9/30/2009	30	\$296,925.12	\$4,763,387.24	\$15,627.64	\$250,704.59	84	60	\$0.00	\$0.00
17	10/1/2009	10/31/09	31	\$135,901.82	\$4,899,289.06	\$7,152.73	\$257,857.32	78	64	\$0.00	\$0.00
18	11/1/2009	11/30/09	30	\$144,217.19	\$5,043,506.25	\$7,590.38	\$265,447.70	80	67	\$0.00	\$0.00
19	12/1/2009	12/31/09	31	\$77,935.90	\$5,121,442.15	\$4,101.89	\$269,549.59	81	71	\$0.00	\$0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Change Order Number

Approved

Cost This CO

Total CO

08

10/20/2009

686,352.92

765,207.87

3F: County Convenience. Additional work desired by the County. This Change Order accounts for additional costs associated with widening and realigning the FM 1460 Intersection at Westinghouse Rd. Sixty (60) days were added to the Contract schedule.

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Adjusted Price = \$6,629,261.81

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

Original Contract Price = \$889,492.48

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

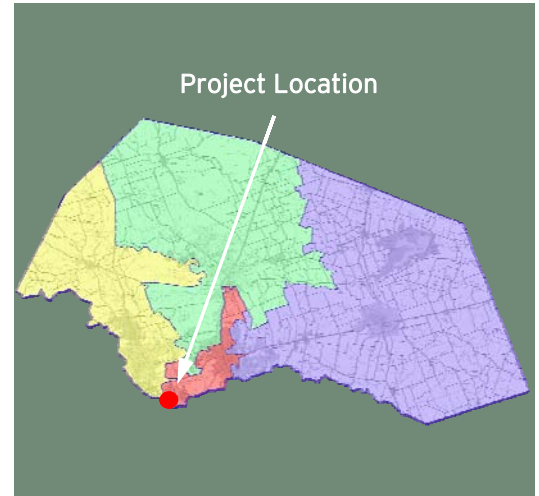
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/1/2009	6/30/2009	30	\$102,851.51	\$102,851.51	\$11,427.95	\$11,427.95	13	18	\$0.00	\$0.00
2	7/1/2009	7/31/2009	31	\$79,130.70	\$181,982.21	\$8,792.30	\$20,220.25	23	37	\$0.00	\$0.00
3	8/1/2009	8/31/2009	31	\$161,496.94	\$343,479.15	\$17,944.10	\$38,164.35	43	56	\$0.00	\$0.00
4	9/1/2009	9/30/2009	30	\$178,603.64	\$522,082.79	\$19,844.85	\$58,009.20	65	75	\$0.00	\$0.00
5	10/1/2009	10/31/09	31	\$302,954.22	\$825,037.01	-\$41,171.71	\$16,837.49	95	94	\$0.00	\$0.00
6	11/1/2009	11/30/09	5	\$40,139.30	\$865,176.31	\$819.17	\$17,656.66	99	97	\$0.00	\$0.00

12/29/2009 Comments The contractor has completed the project. A ribbon cutting ceremony was held on 11/13/09. The GEC has received the punch list from the Contractor and met with Wilco to add a few additional outstanding items. The Contractor is continuing to work on the punch list items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/27/2009	-77.88	-77.88

2G: Differing Site Conditions. Unadjusted utility (unforeseeable): The plans originally called for 3-inch PVC Conduit. However, the proposed 3-inch PVC Conduit will not fit into the electrical service and, at the Contractor's request, is being revised to 2-inch PVC Conduit.

Adjusted Price = \$889,414.60



## POND SPRINGS WIDENING

(McNeil Road to US 183)

Project Length: 1.84 Miles

Roadway Classification: Minor Arterial

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

Project Schedule: June 2009 - March 2010

Estimated Construction Cost: \$3.5 Million



## DECEMBER 2009 IN REVIEW

**12/4/2009** - Subgrade and flex base work continues on the southbound lane widening. Culvert widening continues at Culverts #2 & #3. Sidewalk excavation and installation continues throughout the project's east side and is approximately 80% complete. Driveway pipe and ditch work continues on the west side of Pond Springs. The first phase of paving has been re-scheduled for the second week in December due to inclement weather and will include driveways and the road widening on the east side of the project.

**12/18/2009** - Culvert widening is complete at Culvert #3; Culvert #2 is scheduled to be complete next week. Sidewalk excavation and installation continues throughout on the east side of the project. Paving has been re-scheduled for the fourth week in December due to inclement weather and will include driveways and the road widening on the east side of the project.

**12/29/2009** - Subgrade and flex base work continues on the southbound lane widening starting from the north end working south. Sidewalk excavation and installation continues throughout on the east side of the project. The first phase of paving, which includes driveways and the road widening on the project's east side, is underway.



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

Williamson County  
 Road Bond Program



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

Original Contract Price = \$3,167,595.05

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/6/2009	5/12/2009	6/3/2009	6/12/2009	3/20/2010		150	120	270

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/3/2009	6/30/2009	7	\$152,121.44	\$152,121.44	\$16,902.38	\$16,902.38	5	3	\$0.00	\$0.00
2	7/1/2009	7/31/2009	31	\$214,799.85	\$366,921.29	\$23,866.65	\$40,769.03	13	14	\$0.00	\$0.00
3	8/1/2009	8/31/2009	31	\$218,310.42	\$585,231.71	\$24,256.72	\$65,025.75	20	26	\$0.00	\$0.00
4	9/1/2009	9/30/2009	30	\$185,674.01	\$770,905.72	\$20,630.44	\$85,656.19	27	37	\$0.00	\$0.00
5	10/1/2009	10/31/09	31	\$77,230.62	\$848,136.34	\$8,581.18	\$94,237.37	29	48	\$0.00	\$0.00
6	11/1/2009	11/30/09	30	\$235,853.77	\$1,083,990.11	\$26,205.98	\$120,443.35	38	59	\$0.00	\$0.00
7	12/1/2009	12/31/09	31	\$231,299.76	\$1,315,289.87	\$25,699.97	\$146,143.32	46	71	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/23/2009	15,313.65	15,313.65

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	09/11/2009	2,869.98	18,183.63

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Per City of Austin specs, prior to any work beginning, the contractor has to place message boards at the project limits to inform public of road construction. This change order is for the message board rental.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	09/11/2009	15,000.00	33,183.63

6D: Untimely ROW/Utilities. Other. Contractor has damaged unmarked utilities while constructing the roadway. This change order is for the repair of all damaged utilities that were unmarked by utility locators.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	09/22/2009	111,840.00	145,023.63

1A: Design Error or Omission. Incorrect PS&E. An incorrect quantity for rip-rap was given on the bid set of plans. Since then a revised quantity has been added to the plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	10/27/2009	9,428.82	154,452.45

1A: Design Error or Omission. Incorrect PS&E. Original plan and profile sheets show a Type H inlet to be installed but the PS&E did not include a line item for payment of this work. This change order accounts for all work associated with the installation of the inlet. Two (2) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	12/04/2009	4,296.00	158,748.45

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). In order to avoid existing and unadjusted utilities, the contractor utilized pre-fabricated pipe fittings (such as 45° and 30° angle fittings) which were not a part of the original bid documents.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	12/04/2009	-4,019.95	154,728.50

4B: Third Party Accommodation. Third party requested work. Due to driveway slopes and culvert coverage issues, City of Austin requested that the driveway pavement design be re-worked with a more flexible material. Fifteen (15) days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	12/04/2009	14,250.00	168,978.50

2J: Differing Site Conditions. Other. Soil Retention blankets were not included the original plans. The Design Engineer has since reevaluated their necessity and has added the blankets to reduce erosion and minimize long-term maintenance issues. This change order is for the installation of soil retention blankets throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	12/08/2009	189,547.62	358,526.12

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). 4B: Third Party Accommodation. Third party requested work. In order to complete the project, the contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The City of Austin will reimburse the County in full for the final quantities of this work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	12/04/2009	18,800.00	377,326.12

1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. 2J: Differing Site Conditions. Other. Due to design issues, unexpected/differing site conditions, and a lengthy City of Austin review process regarding driveways, culverts, and side streets, additional days are being added to the Contract schedule to account for the delay to the Contractor. 103 days were added to the contract schedule.

Adjusted Price = \$3,544,921.17

# PRECINCT 2

## COMMISSIONER LONG

### Under Construction / Bidding

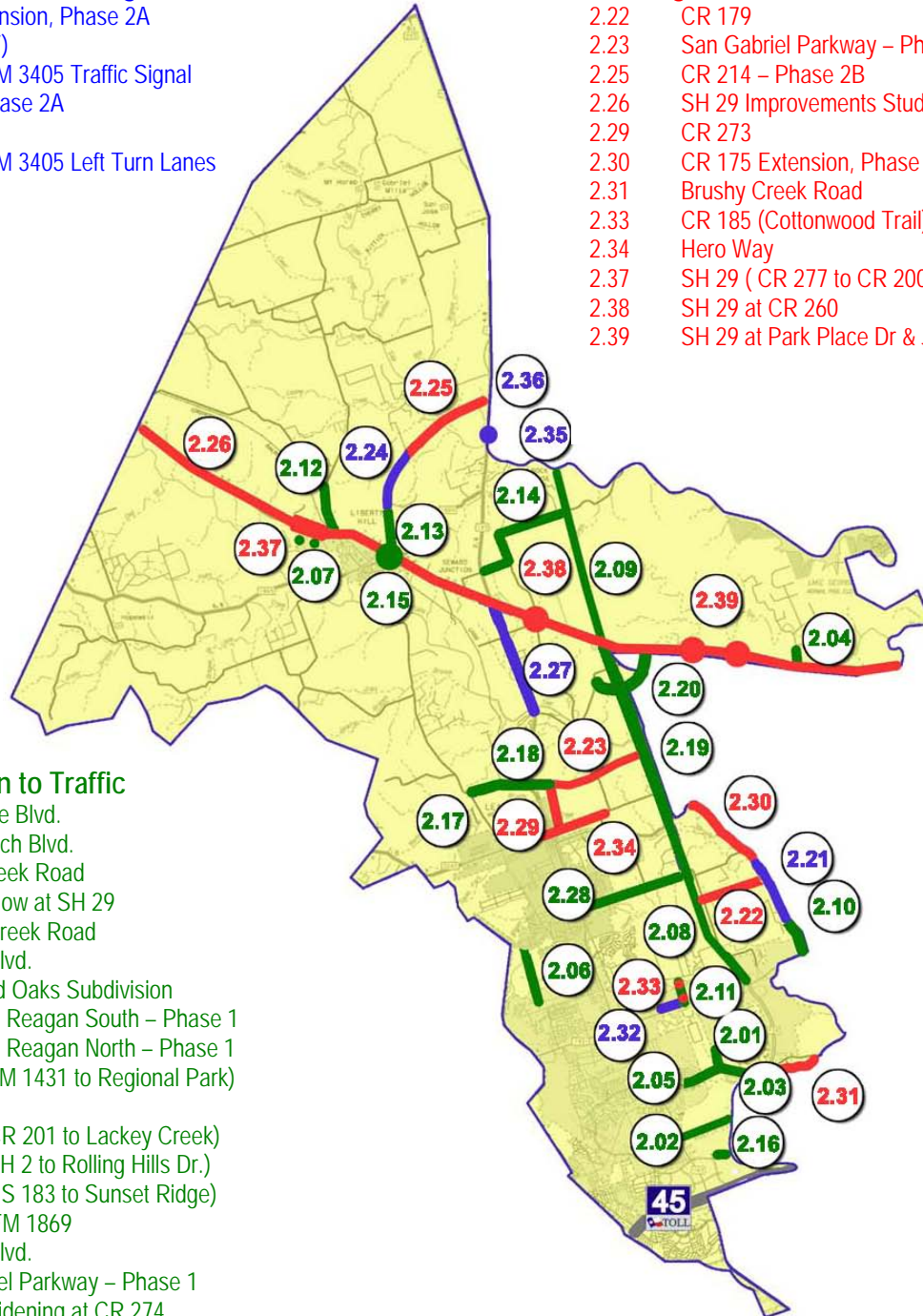
- 2.21 CR 175 Extension, Phase 2A
- 2.27 US 183 (PTF)
- 2.35 US 183 @ FM 3405 Traffic Signal
- 2.24 CR 214 – Phase 2A
- 2.32 RM 1431
- 2.36 US 183 @ FM 3405 Left Turn Lanes

### In Design

- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.25 CR 214 – Phase 2B
- 2.26 SH 29 Improvements Study & Schematic
- 2.29 CR 273
- 2.30 CR 175 Extension, Phase 2B
- 2.31 Brushy Creek Road
- 2.33 CR 185 (Cottonwood Trail)
- 2.34 Hero Way
- 2.37 SH 29 ( CR 277 to CR 200)
- 2.38 SH 29 at CR 260
- 2.39 SH 29 at Park Place Dr & Jack Nicklaus Blvd

### Completed/Open to Traffic

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



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

Original Contract Price = \$2,291,679.53

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/8/2006	5/31/2006	24	\$424,768.73	\$424,768.73	\$47,196.53	\$47,196.53	19	8	\$0.00	\$0.00
2	6/1/2006	6/30/2006	30	\$138,345.52	\$563,114.25	\$15,371.72	\$62,568.25	25	19	\$0.00	\$0.00
3	7/1/2006	7/31/2006	31	\$279,550.44	\$842,664.69	\$31,061.16	\$93,629.41	38	30	\$0.00	\$0.00
4	8/1/2006	8/31/2006	31	\$228,153.27	\$1,070,817.96	\$25,350.36	\$118,979.77	48	41	\$0.00	\$0.00
5	9/1/2006	9/30/2006	30	\$249,149.78	\$1,319,967.74	\$27,683.31	\$146,663.08	59	52	\$0.00	\$0.00
6	10/1/2006	10/31/06	31	\$319,298.06	\$1,639,265.80	\$35,477.56	\$182,140.64	74	63	\$0.00	\$0.00
7	11/1/2006	11/30/06	30	\$377,676.64	\$2,016,942.44	\$41,964.08	\$224,104.72	91	73	\$0.00	\$0.00
8	12/1/2006	1/31/2007	62	\$35,795.41	\$2,052,737.85	\$3,977.26	\$228,081.98	92	95	\$0.00	\$0.00
9	2/1/2007	2/28/2007	28	\$47,813.82	\$2,100,551.67	\$5,312.65	\$233,394.63	94	100	\$0.00	\$0.00
10	3/1/2007	3/31/2007	N/A	\$186,715.71	\$2,287,267.38	-\$186,715.70	\$46,678.93	94	-	\$0.00	\$0.00
11	9/1/2009	9/30/2009	N/A	\$16,138.15	\$2,303,405.53	\$329.35	\$47,008.28	94	-	\$0.00	\$0.00

12/29/09 Comments - Final Project Close-out is underway. Contractor needs to submit final invoice for retainage release

9/28/2009 Comments - All work at the railroad crossing has been completed. A final walk-through of the project has been completed. JC Evans will have several warranty items to complete and will then be released from the project, including all warranty work.

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

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

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

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

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

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

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

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

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

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

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

Adjusted Price = \$2,503,504.81



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

Original Contract Price = \$15,857,326.54

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$)	% Time Used	Liquidated Damages	Total Liq Damages
1	11/1/2005	11/30/05	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0	\$0.00	\$0.00
2	12/1/2005	12/31/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/31/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1	\$0.00	\$0.00
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5	\$0.00	\$0.00
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9	\$0.00	\$0.00
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13	\$0.00	\$0.00
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17	\$0.00	\$0.00
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21	\$0.00	\$0.00
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25	\$0.00	\$0.00
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29	\$0.00	\$0.00
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33	\$0.00	\$0.00
12	10/1/2006	10/31/06	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38	\$0.00	\$0.00
13	11/1/2006	11/30/06	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41	\$0.00	\$0.00
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58	\$0.00	\$0.00
15	4/1/2007	4/30/2007	30	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62	\$0.00	\$0.00
16	5/1/2007	5/31/2007	31	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	66	\$0.00	\$0.00
17	6/1/2007	7/31/2007	61	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	74	\$0.00	\$0.00
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	78	\$0.00	\$0.00
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	82	\$0.00	\$0.00
20	10/1/2007	10/31/07	31	\$1,258,832.28	\$10,417,142.98	-\$469,076.61	\$548,513.49	77	86	\$0.00	\$0.00
21	11/1/2007	11/30/07	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	90	\$0.00	\$0.00
22	12/1/2007	12/31/07	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	94	\$0.00	\$0.00
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	98	\$0.00	\$0.00
24	2/1/2008	2/28/2008	13	\$789,217.12	\$13,147,345.81	-\$381,980.87	\$268,689.77	94	100	\$0.00	\$0.00
25	3/1/2008	3/31/2008	N/A	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-	\$0.00	\$0.00
26	4/1/2008	5/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-	\$0.00	\$0.00
27	6/1/2008	6/30/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00
28	7/1/2009	8/31/2009	N/A	\$246,514.59	\$13,844,159.17	\$5,030.91	\$282,910.45	99	-	\$0.00	\$0.00
29	9/1/2009	10/31/09	N/A	\$247,467.35	\$14,091,626.52	-\$141,224.56	\$141,685.89	100	-	\$0.00	\$0.00
30	11/1/2009	12/31/09	N/A	\$174,653.12	\$14,266,279.64	-\$125,358.86	\$16,327.03	100	-	\$0.00	\$0.00

12/2;/09 Comments - The Contractor is continuing to work to complete all items added under Change Order No. 24. Project Close-out will resume once the work is complete. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
23	Pending	0.00	-1,275,309.80

This Change Order (the balancing change order) will be revised and processed after all work added under Change Order No. 24 is completed.

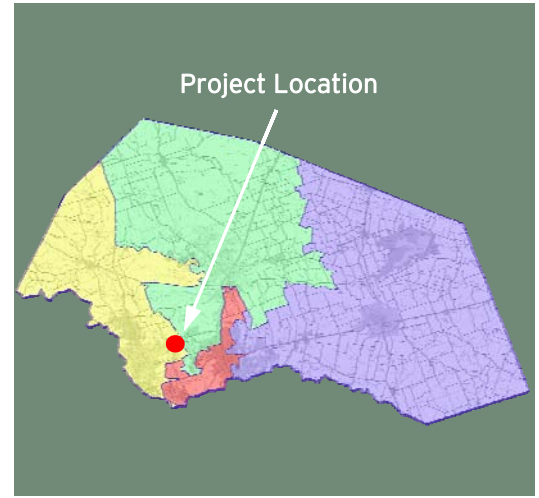
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
24	09/22/2009	158,657.05	-1,116,652.75

3F: County Convenience. Additional Work Desired by the County. Additional erosion control work is required at the South Fork of the San Gabriel River. The revised plans will meet TCEQ guidelines.

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Adjusted Price = \$14,740,673.79

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

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

Project Schedule: April 2009 - January 2010  
Estimated Construction Cost: \$1.9 Million



**DECEMBER 2009 IN REVIEW**

**12/4/2009** - RGM has completed Culverts #1 and #2, and are currently working on base around the boxes. HNTB is waiting on an RFI response from Haynie concerning cover over both culverts in the proposed northbound lanes.

**12/11/2009** - RGM is working flex base around Culverts #1 and #2. The Contractor poured a section of concrete riprap in the ditch northeast of Culvert #1.

**12/18/2009** - RGM received the RFI response from Haynie and is working on placing 8" of flex base for cover over both Culverts #1 and #2.

**12/29/2009** - RGM continues working flex base around Culverts #1 and #2.



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

**Williamson County  
Road Bond Program**



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

Original Contract Price = \$1,854,291.16

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/20/2009	4/30/2009	0	\$43,970.99	\$43,970.99	\$4,885.67	\$4,885.67	3	0	\$0.00	\$0.00
2	5/1/2009	5/31/2009	0	\$396,055.07	\$440,026.06	\$44,006.11	\$48,891.78	26	0	\$0.00	\$0.00
3	7/1/2009	7/31/2009	26	\$213,429.04	\$653,455.10	\$23,714.34	\$72,606.12	39	14	\$0.00	\$0.00
4	8/1/2009	8/31/2009	31	\$250,681.21	\$904,136.31	\$27,853.47	\$100,459.59	54	32	\$0.00	\$0.00
5	9/1/2009	9/30/2009	30	\$162,098.59	\$1,066,234.90	\$-44,341.96	\$56,117.63	61	48	\$0.00	\$0.00
6	10/1/2009	10/31/09	31	\$53,846.74	\$1,120,081.64	\$2,834.03	\$58,951.66	64	66	\$0.00	\$0.00
7	11/1/2009	11/30/09	30	\$244,706.53	\$1,364,788.17	\$12,879.30	\$71,830.96	77	82	\$0.00	\$0.00
8	12/1/2009	12/31/09	31	\$55,411.74	\$1,420,199.91	\$2,916.40	\$74,747.36	81	99	\$0.00	\$0.00

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

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

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

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

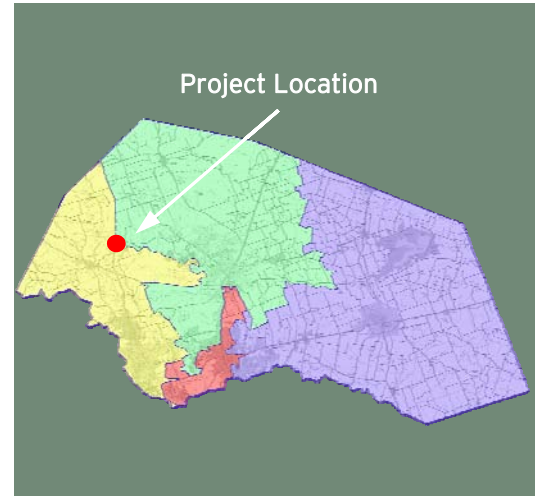
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	09/11/2009	2,700.00	16,286.19

2J: Differing Site Conditions. Other: This change order accounts for adding removable striping to the project for the detour just south of the actual proposed roadway tie-in. This striping application can be removed without damaging the existing pavement surface.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	10/27/2009	1,881.40	18,167.59

4B: Third Party Accommodation. Third party requested work: This Change Order accounts costs associated with the installation 300 feet of 4-inch PVC sleeves for future irrigation for the Parkside subdivision.

Adjusted Price = \$1,872,458.75



**US 183 at FM 3405**  
(Traffic Signal Construction)

Project Length: 0.10 Miles

Project Schedule: November 2009 - February 2010  
Estimated Construction Cost: \$102,499.00



**DECEMBER 2009 IN REVIEW**

**12/4/2009** - A Groundbreaking Ceremony was held on 11/16/2009. Republic ITS mobilized to the project on 12/04/09. They are scheduled to have all of the conduit bores complete by 12/04/09. They also set the advanced warning sign anchors on US 183. Republic is scheduled to start on the signal foundations during the week of 12/07/09.

**12/11/2009** - Republic issued an RFI concerning a tree that may conflict with the installation of signal shaft foundation #3 and did not work on project this week.

**12/29/2009** - The issue concerning the tree in conflict has been resolved. Republic is scheduled to pour foundations for the signal poles next week.



Design Engineer: Brown & Gay  
Contractor: Republic ITS  
Construction Observation:  
Kenneth Marak, Williamson County

**Williamson County  
Road Bond Program**



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

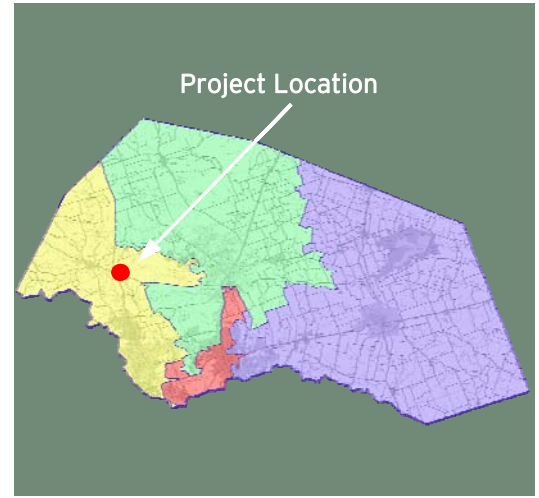
Original Contract Price = \$102,499.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/22/2009	8/11/2009	11/10/2009	11/19/2009	2/16/2010		90	0	90

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

Adjusted Price = \$102,499.00





## PASS THROUGH FINANCING PROJECT US 183

(Riva Ridge Road to SH 29)

Project Length: 4.3 Miles

Roadway Classification: Principal Arterial

Roadway Section: Four-lane divided with shoulders and a wide median for future transportation corridor

Structures: Two four-lane bridges and bridge class culverts

Project Schedule: December 2009 - Fall 2012

Estimated Construction Cost: \$14.7 Million



## DECEMBER 2009 IN REVIEW

**12/4/2009** - The pre-construction conference was held on Friday, 12/4/09.

**12/18/2009** - Dan Williams is currently in the process of setting construction barricades and establishing survey on project.

**12/29/2009** - Clearing and placement of erosion control measures began on the south end of project. Dan Williams continues with establishment of survey on project. A fenced construction yard was set up north of Signal Hill Drive. A Groundbreaking Ceremony is scheduled for 1/6/2010.



Design Engineer: Dannenbaum  
Contractor: Dan Williams Company  
Construction Inspection: HDR

Williamson County  
Pass Through Financing Program

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

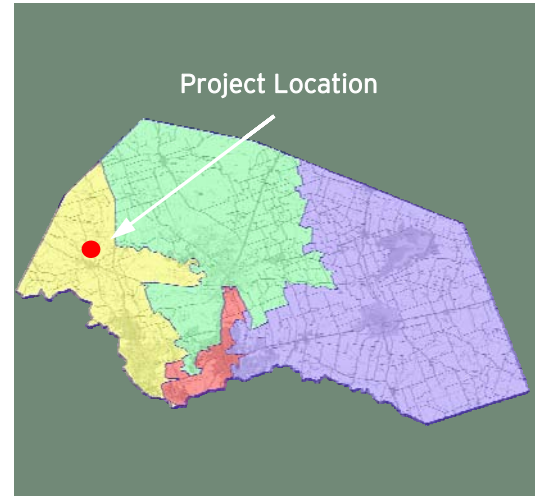
Original Contract Price = \$14,677,727.84

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/24/2009	8/25/2009	12/21/2009	12/23/2009	TBD		627	0	627

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	12/21/09	12/31/09	0	\$135,503.26	\$135,503.26	\$0.00	\$0.00	1	0	\$0.00	\$0.00

Adjusted Price = \$14,677,727.84





## CR 214, Phase 2A

(Rolling Hills to San Gabriel Ranch Road)

Project Length: 1.3 Miles

Roadway Classification: Rural Collector

Roadway Section: Two-lane undivided with shoulders

Project Schedule: December 2009 - September 2010

Estimated Construction Cost: \$1.2 Million



## DECEMBER 2009 IN REVIEW

**12/4/2009** - Contracts have been fully executed and a pre-construction meeting was held on 12/2/09.

**12/18/2009** - A Limited and Conditional NTP was issued on 12/8/2009. The Contractor is bounded by the relocation efforts of the utility companies' contractors. A Groundbreaking Ceremony was held on 12/18/2009.

**12/29/2009** - The Contractor began setting barricades, installing project construction signs, setting control points for survey work.



Design Engineer: Rogers Design  
 Contractor: FT Woods Constructors  
 Construction Observation:  
 Kenneth Marak, Williamson County

Williamson County  
 Road Bond Program

**CR 214 Phase, 2A (Rolling Hills to San Gabriel Ranch Road)  
Project No. 09WC723**

Original Contract Price = \$1,183,999.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/30/2009	10/13/2009	12/8/2009	12/8/2009	Fall 2010		227	0	227

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	11/1/2009	11/30/09	0	\$2,126.46	\$2,126.46	\$236.27	\$236.27	0	0	\$0.00	\$0.00
2	12/1/2009	12/31/09	0	\$10,980.83	\$13,107.29	\$1,220.10	\$1,456.37	1	0	\$0.00	\$0.00

Adjusted Price = \$1,183,999.03

**US 183 at FM 3405 (Intersection Improvements)  
Project No. 10WC805**

Original Contract Price = \$379,185.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/19/2009	12/1/2009	TBD	TBD			90	0	90

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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12/29/09 Comments - The project was awarded to Aaron Concrete Contractors on 12/1/2009 for a Contract Price of \$379,185.10. Contracts and Notice of Award were sent to Aaron Concrete on 12/21/2009. Signed Contracts were returned by Aaron Concrete to HNTB on 1/5/2010. The Contracts will be signed by the County the week of 1/11/10 and a pre-construction conference will be scheduled for February 2010.

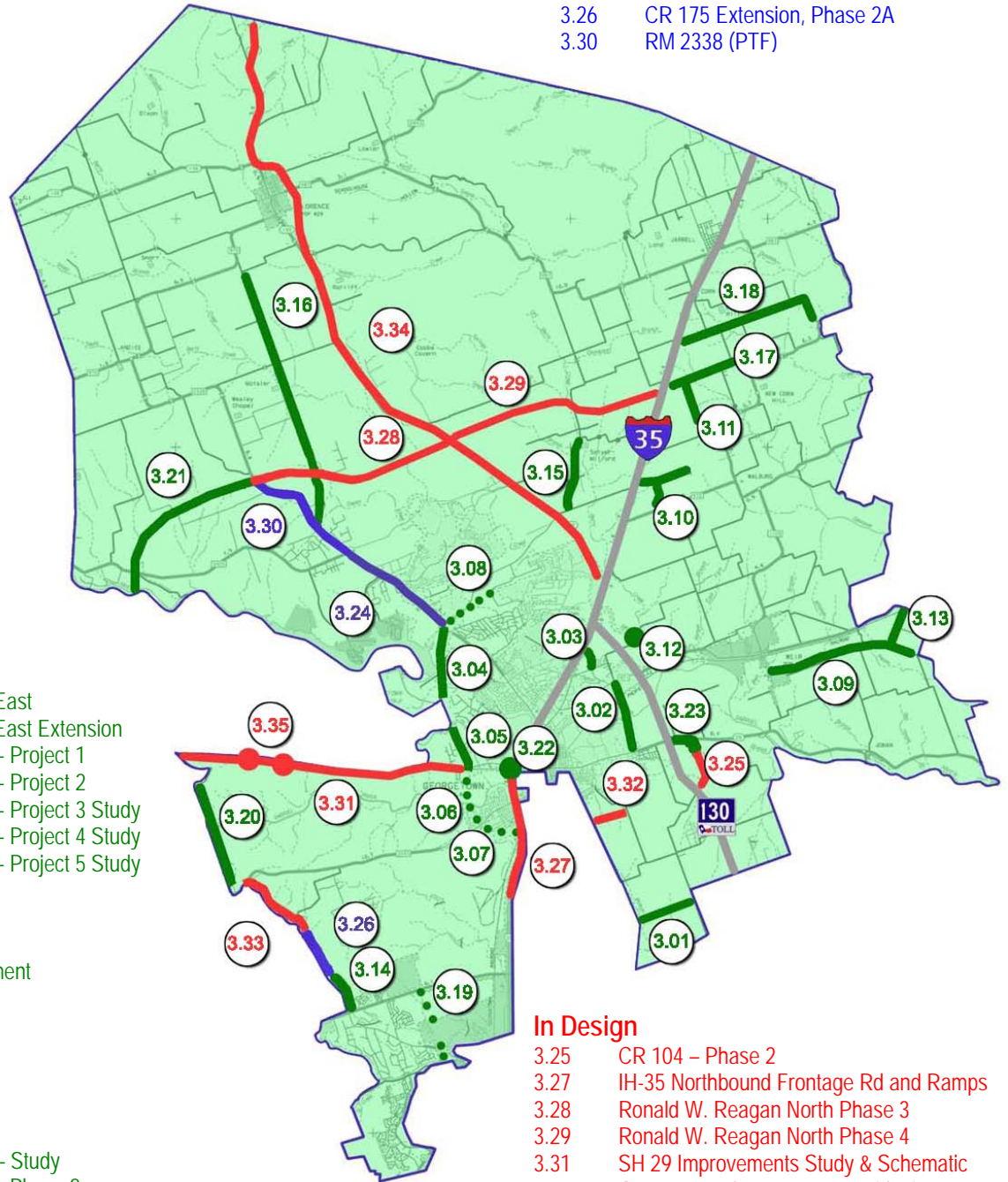
Adjusted Price = \$379,185.10

# PRECINCT 3

## COMMISSIONER COVEY

### Under Construction / Bidding

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



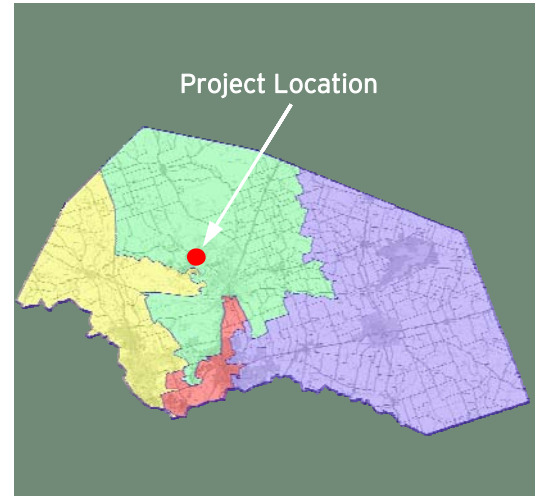
### Completed/Open to Traffic

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

### In Design

- 3.25 CR 104 – Phase 2
- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.28 Ronald W. Reagan North Phase 3
- 3.29 Ronald W. Reagan North Phase 4
- 3.31 SH 29 Improvements Study & Schematic
- 3.32 Georgetown SE Inner Loop Widening
- 3.33 CR 175 Extension, Phase 2B
- 3.34 SH 195 ROW and Utilities
- 3.35 SH 29 at Park Place Dr & Jack Nicklaus Blvd





## WILLIAMS DRIVE

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

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

Structures: None

Project Schedule: March 2009 - November 2010

Estimated Construction Cost: \$12.3 Million



## DECEMBER 2009 IN REVIEW

**12/4/2009** - JC Evans continues to work on the installation of the 24 in waterline along the south ROW, and continues work on the waterline bore east of Old Oak. They continue placing flex base from Jim Hogg to FM 3405 on the proposed eastbound and westbound lanes. They are also working on flushing and sanitizing new waterlines in various locations.

**12/18/2009** - SWCA has completed the final cave survey and they are working up a closure procedure for the cave. No project delays are anticipated due to the cave investigations. JC Evans continues to work on the installation of the 24 in waterline along the south ROW.

**12/29/2009** - JC Evans continues placing flex base from Jim Hogg to FM 3405 on the proposed eastbound and westbound lanes. They are also working on flushing and sanitizing the new waterlines in various locations.



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

Williamson County  
 Road Bond Program

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

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	11/8/2010		570	33	603

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/16/2009	3/31/2009	16	\$409,766.45	\$409,766.45	\$0.00	\$0.00	4	3	\$0.00	\$0.00
2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	\$0.00	\$0.00	6	8	\$0.00	\$0.00
3	5/1/2009	5/31/2009	31	\$780,300.96	\$1,465,420.34	\$0.00	\$0.00	13	13	\$0.00	\$0.00
4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	\$0.00	\$0.00	16	18	\$0.00	\$0.00
5	7/1/2009	7/31/2009	31	\$439,814.28	\$2,315,223.07	\$0.00	\$0.00	20	23	\$0.00	\$0.00
6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	\$0.00	\$0.00	27	28	\$0.00	\$0.00
7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	\$0.00	\$0.00	36	33	\$0.00	\$0.00
8	10/1/2009	10/31/09	31	\$560,440.65	\$4,669,084.21	\$0.00	\$0.00	41	38	\$0.00	\$0.00
9	11/1/2009	11/30/09	28	\$489,651.00	\$5,158,735.21	\$0.00	\$0.00	45	43	\$0.00	\$0.00
10	12/1/2009	12/31/09	30	\$347,909.60	\$5,506,644.81	\$0.00	\$0.00	48	48	\$0.00	\$0.00

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	09/15/2009	818,430.82	796,135.02

4B: Third Party Accommodation. Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District waterline (Segments A and C) from an 18 inch waterline to a 24 inch waterline. This will be funded in full by Chisholm Trail. Thirty-three (33) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	10/27/2009	6,018.38	802,153.40

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. This change order pays the contractor for various items of extra work necessary to install the Chisholm Trail waterline and for one day of idle equipment due to a request by Chisholm Trail Special Utility District not to work on in the vicinity of their waterline.

Adjusted Price = \$12,266,221.81

# PRECINCT 4

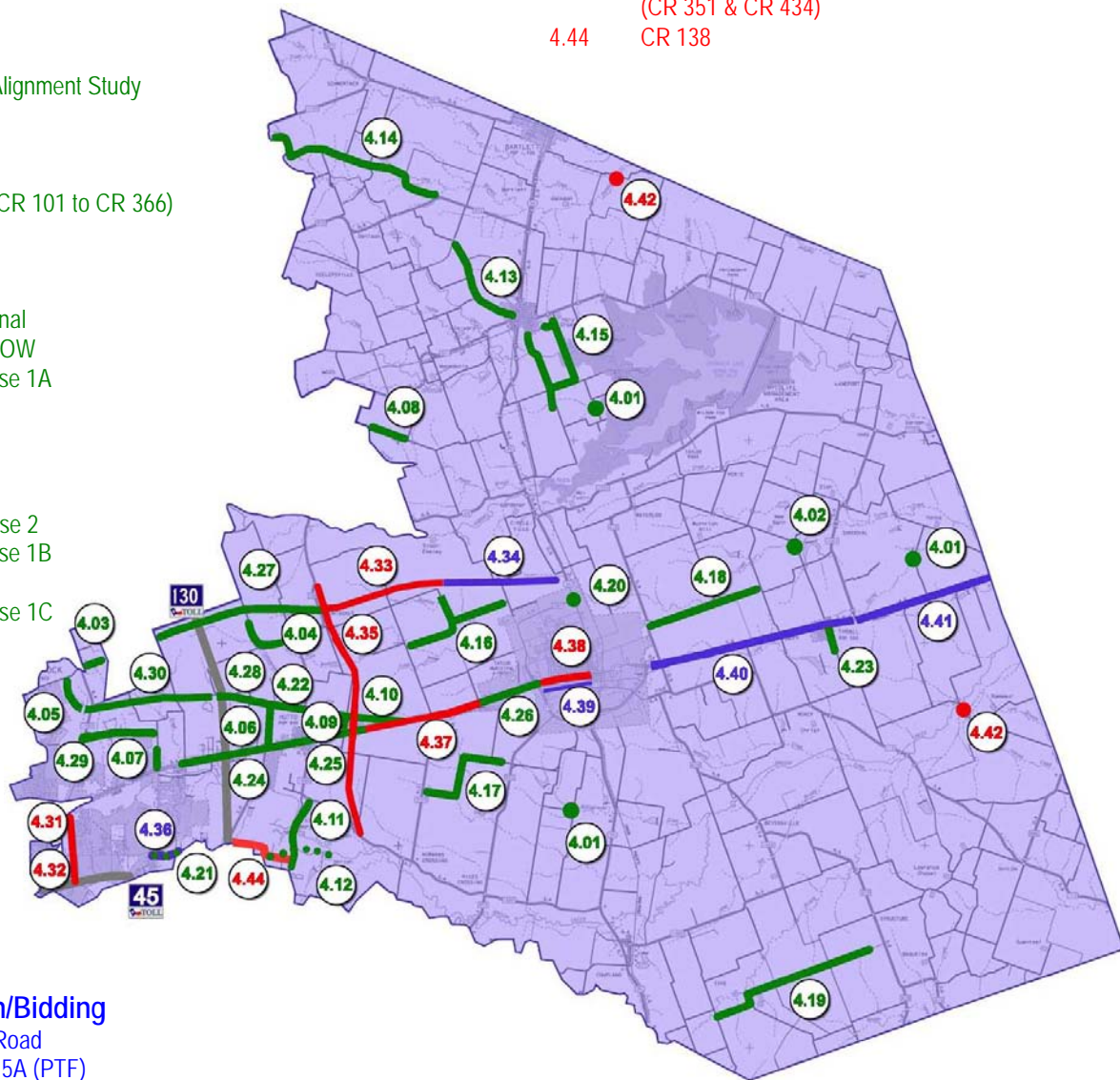
## COMMISSIONER MORRISON

### Completed/Open to Traffic

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

### In Design

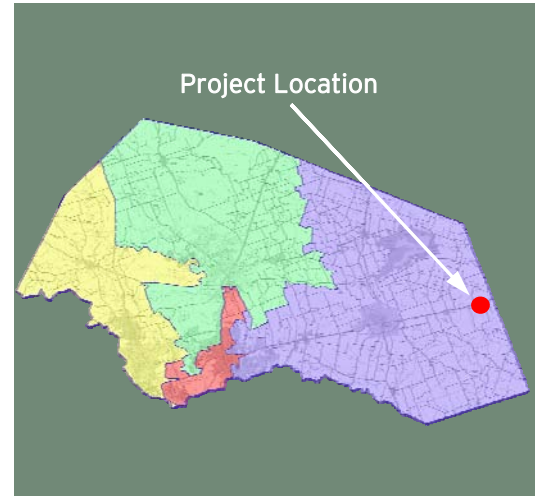
- 4.31 Arterial A – Phase 1
- 4.32 Arterial A – Phase 2
- 4.33 Chandler Rd. – Phase 3A
- 4.35 FM 1660 (PTF)
- 4.37 US 79 Section 3 (PTF)
- 4.38 BUS 79/2<sup>nd</sup> Street Improvements
- 4.42 Bridge Replacements Phase 2B (CR 351 & CR 434)
- 4.44 CR 138



### Under Construction/Bidding

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





## PASS THROUGH FINANCING PROJECT US 79, SECTION 5B

(East of FM 1063 to Milam County Line)

Project Length: 4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culvert

Project Schedule: July 2008 - May 2010

Estimated Construction Cost: \$16.8 Million



## DECEMBER 2009 IN REVIEW

**12/4/2009** - JC Evans completed backfilling around culvert headwalls and began milling to remove the existing asphalt in the full-depth reconstruction area on the eastbound lanes over Culvert #7. Subgrade preparation continues on the eastbound lanes over Culvert #10 and processing flex base continues over Culvert #11.

**12/11/2009** - JC Evans continues with milling and subgrade preparation, and is finishing the final lift of flex base over Culvert #11.

**12/29/2009** - JC Evans completed milling to remove the existing asphalt in the full-depth reconstruction area on the eastbound lanes over Culvert #7. Lime treatment of subgrade continues on the eastbound lanes over Culvert #10. Preparation of subgrade continues for turn lanes at various locations and prime was placed on the section of roadway over Culvert #11.



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

Williamson County  
Pass Through Financing Program



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

Original Contract Price = \$16,986,053.49

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/2008	4/29/2008	7/11/2008	7/23/2008	5/26/2010		499	0	499

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	7/23/2008	7/30/2008	8	\$57,547.25	\$57,547.25	\$0.00	\$0.00	0	2	\$0.00	\$0.00
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	\$0.00	\$0.00	9	6	\$0.00	\$0.00
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	\$0.00	\$0.00	11	11	\$0.00	\$0.00
4	10/1/2008	10/31/08	23	\$308,687.50	\$2,174,727.87	\$0.00	\$0.00	13	16	\$0.00	\$0.00
5	11/1/2008	11/30/08	20	\$473,119.00	\$2,647,846.87	\$0.00	\$0.00	16	20	\$0.00	\$0.00
6	12/1/2008	12/31/08	24	\$147,566.05	\$2,795,412.92	\$0.00	\$0.00	16	24	\$0.00	\$0.00
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	\$0.00	\$0.00	19	30	\$0.00	\$0.00
8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	\$0.00	\$0.00	25	34	\$0.00	\$0.00
9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	\$0.00	\$0.00	27	39	\$0.00	\$0.00
10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	\$0.00	\$0.00	29	44	\$0.00	\$0.00
11	5/1/2009	5/31/2009	23	\$2,262,161.67	\$7,143,028.06	\$0.00	\$0.00	42	49	\$0.00	\$0.00
12	6/1/2009	6/30/2009	24	\$383,195.52	\$7,526,223.58	\$0.00	\$0.00	44	54	\$0.00	\$0.00
13	7/1/2009	7/31/2009	23	\$230,817.15	\$7,757,040.73	\$0.00	\$0.00	45	58	\$0.00	\$0.00
14	8/1/2009	8/31/2009	22	\$289,357.32	\$8,046,398.05	\$0.00	\$0.00	47	63	\$0.00	\$0.00
15	9/1/2009	9/30/2009	21	\$691,746.05	\$8,738,144.10	\$0.00	\$0.00	52	67	\$0.00	\$0.00
16	10/1/2009	10/31/09	23	\$203,663.89	\$8,941,807.99	\$0.00	\$0.00	54	72	\$0.00	\$0.00
17	11/1/2009	11/30/09	19	\$106,411.20	\$9,048,219.19	\$0.00	\$0.00	54	75	\$0.00	\$0.00
18	12/1/2009	12/31/09	22	\$76,843.68	\$9,125,062.87	\$0.00	\$0.00	55	80	\$0.00	\$0.00

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

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

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

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

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

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

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

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

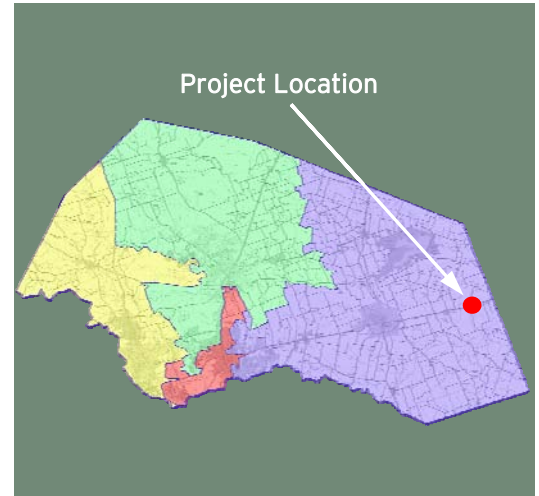
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	07/21/2009	91,768.04	194,352.10

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	09/11/2009	-386,598.20	-192,246.10

3H: County Convenience. Cost savings opportunity discovered during construction. It was determined that a large portion of the eastbound full-depth reconstruction areas could be constructed by simply overlaying the existing pavement with new asphalt. 1A: Design error or omission. Incorrect PS&E. The proposed pavement grades were designed to be lower than the existing grades in an area that called for asphalt level-up and overlay only. Therefore, the contractor was required to revise the method of construction in this area.

Adjusted Price = \$16,793,807.39



## PASS THROUGH FINANCING PROJECT US 79, SECTION 5A

(East of Taylor to FM 1063)

Project Length: 6.1 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011

Estimated Construction Cost: \$19.6 Million



## DECEMBER 2009 IN REVIEW

**12/4/2009** - Hunter began milling the existing asphalt pavement and continued with construction on the tops of curb inlets in Thrall. Installation of metal beam guard fence resumed at various locations and processing flex base continued at the East end of Thrall.

**12/11/2009** - Hunter continues to mill the existing asphalt pavement and continues with construction on the tops of curb inlets in Thrall. They are finishing the final lift of flex base at the East end of Thrall.

**12/29/2009** - Hunter continues to mill existing asphalt pavement and pave in Thrall. Topsoil is being placed at various locations on the west end of project. The Contractor continues with formwork and pouring concrete on the tops of curb inlets in Thrall. Prime was placed on section of roadway at the East end of Thrall in preparation for paving operations in January.



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

Williamson County  
Pass Through Financing Program



PRIME  
STRATEGIES,  
INC.

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

Original Contract Price = \$20,021,693.92

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	\$0.00	\$0.00	5	1	\$0.00	\$0.00
2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	\$0.00	\$0.00	13	4	\$0.00	\$0.00
3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	\$0.00	\$0.00	17	8	\$0.00	\$0.00
4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	\$0.00	\$0.00	19	11	\$0.00	\$0.00
5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	\$0.00	\$0.00	23	15	\$0.00	\$0.00
6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	\$0.00	\$0.00	27	19	\$0.00	\$0.00
7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	\$0.00	\$0.00	30	22	\$0.00	\$0.00
8	8/1/2009	8/31/2009	21	\$1,677,078.01	\$7,668,114.36	\$0.00	\$0.00	38	26	\$0.00	\$0.00
9	9/1/2009	9/30/2009	21	\$1,431,729.03	\$9,099,843.39	\$0.00	\$0.00	45	30	\$0.00	\$0.00
10	10/1/2009	10/31/09	22	\$538,454.63	\$9,638,298.02	\$0.00	\$0.00	48	33	\$0.00	\$0.00
11	11/1/2009	11/30/09	19	\$1,169,970.14	\$10,808,268.16	\$0.00	\$0.00	54	36	\$0.00	\$0.00
12	12/1/2009	12/31/09	20	\$535,790.54	\$11,344,058.70	\$0.00	\$0.00	57	40	\$0.00	\$0.00

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	09/30/2009	-55,081.50	31,074.15

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the contractor to relocate an existing 8" waterline in Thrall that is in conflict with proposed storm sewer pipe. 3H: County Convenience. Cost savings opportunity discovered during construction. Due to a revised paving plan through the City of Thrall, several waterline crossings will not need to be constructed in town.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	09/30/2008	-448,146.46	-417,072.31

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. Contractor noted it would be difficult to construct the pavement through Thrall utilizing the original traffic control plans. 3H: County Convenience. Cost savings opportunity discovered during construction. Revising the pavement design through Thrall also allowed for a revised traffic control plan which in turn reduced the overall cost to the project.

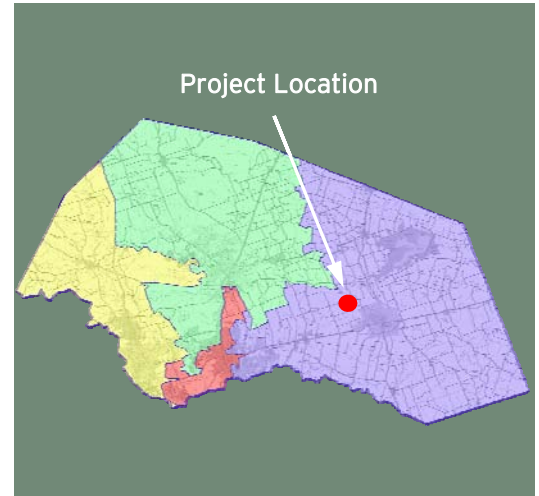
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	09/30/2009	-48,155.70	-465,228.01

3H: County Convenience. Cost savings opportunity discovered during construction. Place topsoil in lieu of compost manufactured topsoil.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	10/27/2009	3,000.00	-462,228.01

3L: County Convenience. Revising safety work/measures desired by the County. Allows the contractor to use off-duty police officers or other traffic safety measures to assist in traffic safety during traffic switches, night work, etc.

Adjusted Price = \$19,559,465.91



**CHANDLER ROAD, PHASE 3B**  
(CR 368/369 to SH 95)

Project Length: 4.1 Miles  
 Roadway Classification: Rural Arterial  
 Roadway Section: Westbound 2 lanes of an ultimate 4-lane divided arterial

Project Schedule: October 2009 - September 2010  
 Estimated Construction Cost: \$5.6 Million



**DECEMBER 2009 IN REVIEW**

**12/4/2009** - Chasco continues to embank material excavated from ditches for the section of roadway located West of CR 365. The walls for drainage culvert "G" are currently being formed. AT&T began relocation of the existing telephone line along the west side of CR 365.

**12/11/2009** - Chasco completed pouring concrete for the walls on drainage culvert "G." Chasco continues with embankment of subgrade for the section of roadway located west of CR 365. They began excavation and installation of RC pipe for drainage structure "H".

**12/29/2009** - Chasco continues with formwork on the deck of the north half and the downstream wings for drainage culvert "G". They continue to excavate, grade and prepare to begin formwork on the footing for drainage culvert "J1". Embankment of subgrade continues for section of roadway located west of CR 365.



Design Engineer: Jacobs  
 Contractor: Chasco Constructors  
 Construction Observation:  
 Jerry Jansen, Williamson County

**Williamson County  
 Road Bond Program**



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

Original Contract Price = \$5,649,034.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/24/2009	7/14/2009	9/21/2009	10/1/2009	9/30/2010		365	0	365

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	10/1/2009	10/31/09	31	\$78,713.10	\$78,713.10	\$8,745.90	\$8,745.90	2	8	\$0.00	\$0.00
2	11/1/2009	11/30/09	30	\$82,998.00	\$161,711.10	\$9,222.00	\$17,967.90	3	17	\$0.00	\$0.00
3	12/1/2009	12/31/09	31	\$844,282.66	\$1,005,993.76	\$93,809.18	\$111,777.08	20	25	\$0.00	\$0.00

Adjusted Price = \$5,649,034.60

**Business 79 Drainage Improvements  
Project No. 09WC712**

Original Contract Price = \$3,735,873.35

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/19/2009	12/15/2009	TBD	TBD			304	0	304

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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12/29/09 Comments - The project was awarded, with the alternate bid, to Austin Engineering on 12/15/2009 for a Contract Price of \$3,735,873.35. Contracts and Notice of Award will be sent to the Contractor the first week on the New Year. A pre-construction conference will be scheduled for February 2010.

Adjusted Price = \$3,735,873.35

## Wayhart Ltd. Partnership Real Estate Contract - SH 29 (P14) Commissioners Court - Regular Session

**Date:** 01/19/2010  
**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 Wayhart Ltd. Partnership for right-of-way needed on SH 29. (P14)

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Wayhart Ltd. Partnership RE Contract - SH 29\(P14\)](#)

### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 01/14/2010 08:22 AM  
 Final Approval Date: 01/14/2010

**REAL ESTATE CONTRACT**  
**SH 29 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by WAYHART LTD. PARTNERSHIP, a Texas limited partnership (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, TEXAS (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 0.123 acre tract of land, more or less out of the J.B. Robinson Survey, Abstract No. 52 in Williamson County, Texas, being a portion of Lot 3C Liberty Meadows, a Subdivision of Record in Said County, and recorded in Cabinet Y, Slides 208 and 209, and as further depicted on Exhibit "A" attached hereto and incorporated herein.

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 in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property shall be the sum of EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY ONE and 50/100 DOLLARS (\$18,721.50).



Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the closing.

**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;

**ARTICLE V  
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before February 7, 2010, 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 Purchaser 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 and all 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.

(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 or other property interest in and 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
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(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, if any.

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 in Article IX hereof. 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

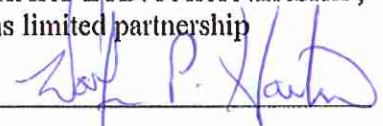
9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

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.

**SELLER:**

WAYHART DTD. PARTNERSHIP,  
a Texas limited partnership

By: 

Its: PRESIDENT

Date: 1/8/10

Address: 12881 PARK DR.  
AUSTIN, TX 78732

**PURCHASER:**

County of Williamson, Texas

By: \_\_\_\_\_  
Dan A. Gattis, County Judge  
Date: \_\_\_\_\_



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361 Phone

PERIMETER DESCRIPTION OF A 5,349 SQUARE FOOT (0.123 ACRE) TRACT OF LAND, OUT OF THE J. B. ROBINSON SURVEY, ABSTRACT NO. 52, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3C LIBERTY MEADOWS, A SUBDIVISION OF RECORD IN SAID COUNTY, AND RECORDED IN CABINET "Y", SLIDES 208 AND 209 OF THE WILLIAMSON COUNTY PLAT RECORDS, SAID 5,349 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a cotton spindle found in the southerly right of way line of State Highway No. 29 (120' right of way) and being the northeast corner of Lot 1C of said Liberty Meadows;

**THENCE** with the southerly right of way line of State Highway No. 29, the following two (2) courses and distances:

- 1.) N 66°57'25" W a distance of 91.78 feet to a 1/2" iron rod found for the most easterly return at the intersection of Liberty Meadows Drive (70' right of way) and said State Highway No. 29;
- 2.) N 66°55'17" W a distance of 264.93 feet to a calculated point for the northeast corner of said Lot 3C and the northwest corner of a 40 foot wide drainage easement, as described in said Cabinet "Y", Slides 208 and 209, from which a bent 1/2" iron rod found bears S 37°24'43" E a distance of 0.20 feet, and an "X" cut in concrete found bears N 66° 55'13" W a distance of 124.78 feet for the northwest corner of Lot 3C and the northeast corner of Lot 4C, Liberty Meadows, then N 66°55'13" W a distance of 164.32 feet to a concrete monument found, being 60 right of centerline station 389+42.6;

**THENCE** S 23°04'47" W with east line of said Lot 3C and the west line of said 40 foot wide drainage easement, as shown on said record plat, a distance of 261.24 feet to 1/2" capped iron rod "Walker" set for the **Point of Beginning** of the herein described tract;

**THENCE** S 23°04'47" W continuing with the east line of said Lot 3C and the west line of said drainage easement, a distance of 88.75 feet to a 1/2" iron rod found for the southeast corner of this tract, being the southeast corner of said Lot 3C and being in the north line of a tract of land conveyed to Wayhart Limited Partnership and described in document number 2003038590 of the Williamson County Deed Records;

**THENCE** N 66°55'02" W with the south line of Lot 3C and the north line said Wayhart Limited Partnership tract, a distance of 116.67 feet to a capped iron rod "Walker", for the beginning of a non-tangent curve to the right, from which a 1/2" iron rod found bears N 66°55'02" W a distance of 8.11 feet for the southwest corner of Lot 3C and the southeast corner of Lot 4C, Liberty Meadows;

**THENCE** through said Lot 3C and with said curve to the right having a radius of 1530 feet, an arc


EXHIBIT "A"

5,349 sq. ft. out of  
Lot 3C Liberty Meadows  
length of 146.64 feet, a delta angle of 05°29'29" and a chord which bears N 75°49'13" E for a  
distance of 146.59 feet to the **Point of Beginning** and containing 5,349 square feet (0.123 acres)  
of land.

This perimeter description is a part of and accompanies a separate sketch of this survey.

Surveyed under the direction and supervision of the undersigned:

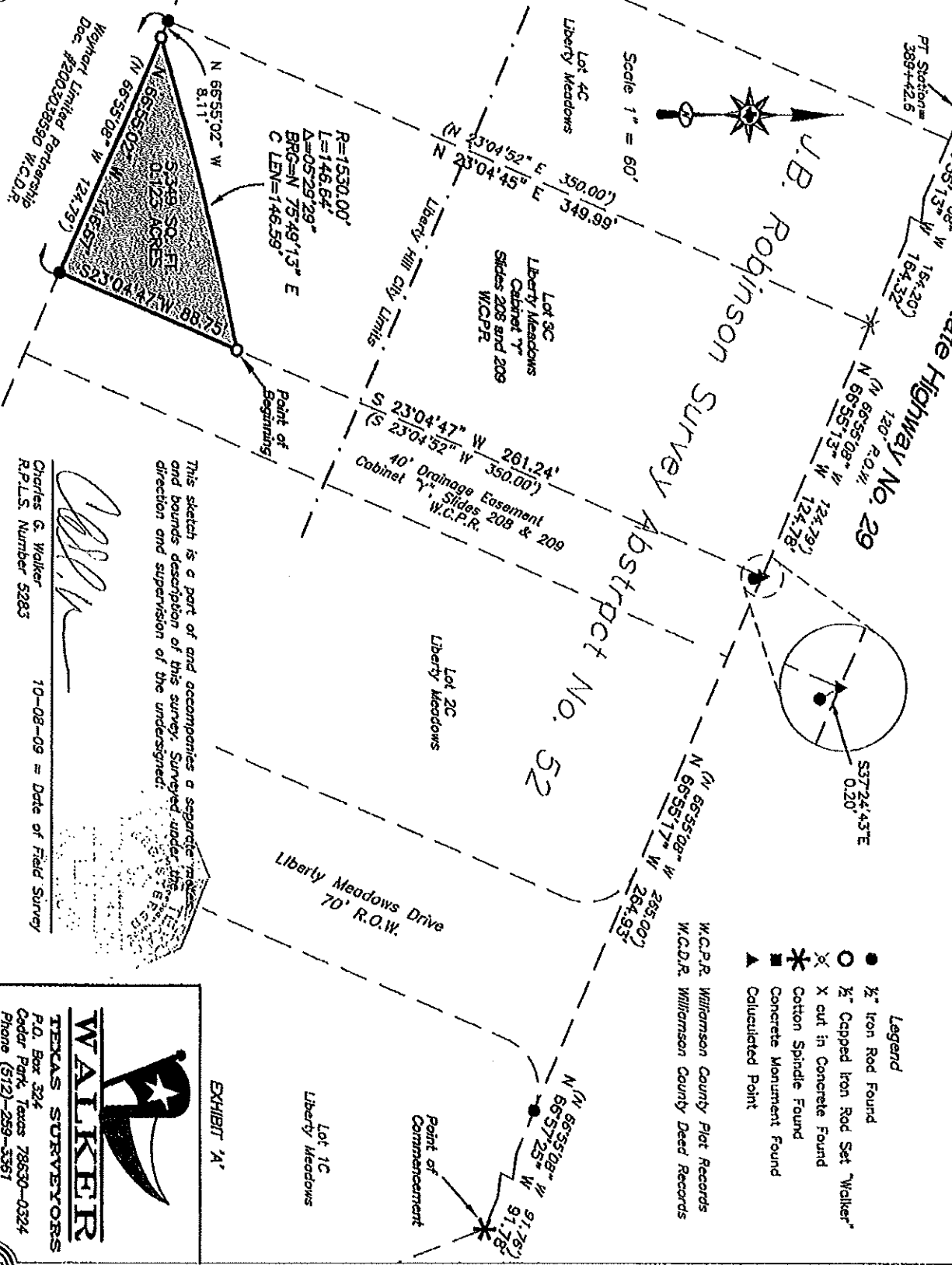


  
Charles G. Walker  
R.P.L.S. Number 5283

10-08-09 = Date of Field Survey



# SKETCH TO ACCOMPANY PERIMETER DESCRIPTION



- Legend**
- 1/2" Iron Rod Found
  - 1/2" Capped Iron Rod Set "Walker"
  - ✕ X cut in Concrete Found
  - \* Cotton Spindle Found
  - Concrete Monument Found
  - ▲ Calculated Point

This sketch is a part of and accompanies a separate map and bounds description of this survey, surveyed under the direction and supervision of the undersigned:

*Charles G. Walker*

Charles G. Walker  
R.P.L.S. Number 5283

10-08-09 = Date of Field Survey

**WALKER**  
TEXAS SURVEYORS  
P.O. Box 324  
Cedar Park, Texas 78620-0324  
Phone (512)-259-3351

EXHIBIT 'A'

## Manor Business Center Real Estate Contract - US 183(P8) Commissioners Court - Regular Session

**Date:** 01/19/2010  
**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 Manor Business Center for right-of-way needed on US 183(P8).

#### Background

### Fiscal Impact

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

### Attachments

Link: [Manor Business Center RE Contract - US 183\(P8\)](#)

### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 01/14/2010 08:33 AM  
 Final Approval Date: 01/14/2010

**REAL ESTATE CONTRACT**  
US183 Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MANOR BUSINESS CENTER, LTD., (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 0.022 acre tract of land, more or less, out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 8).

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 THREE THOUSAND EIGHT HUNDRED THIRTY SIX and 00/100 Dollars (\$3,836.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of TEN THOUSAND and 00/100 Dollars (\$10,000.00) for the acquisition of any improvements on the Property or as compensation for the reconfiguration of, or any damages to, the remaining property of Seller caused by the acquisition of the Property.

Payment of Purchase Price

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

Additional Terms and Consideration

2.03. In addition to the Purchase Price and additional compensation stated above, the parties agree that the following provisions and terms are consideration for the sale and purchase (the "Continuing Obligations"):

a. All existing culverts, if any, to be replaced at Seller's new property lines and road crossings by Purchaser at Purchaser's cost as part of the US 183 roadway widening project.

b. The parties acknowledge that all cost which may be necessary to construct a retaining wall within, or to otherwise reconfigure, the detention pond existing on the Seller's remaining property is paid by Purchaser as a part of the Additional Compensation in Section 2.01.1 above, and Seller shall not seek any additional damages to the detention pond or remaining property as a result of the acquisition of the Property and construction of the proposed US 183 roadway improvements upon the Property purchased herein.

All of the preceding are obligations or agreements which shall survive the closing of this transaction.

**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 February 1, 2010, 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 indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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, if any.

#### 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, but only if it becomes 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.

*[signature page follows]*

**SELLER:**

MANOR BUSINESS CENTER, LTD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

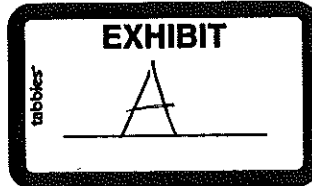
Address: \_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

County of Williamson

By: \_\_\_\_\_  
Dan A. Gattis, County Judge  
Date: \_\_\_\_\_

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626



**County:** Williamson  
**Parcel No.:** 8  
**Highway:** U.S. 183  
**Limits:** From: Riva Ridge Drive  
 To: State Highway 29

### PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 0.022 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.851 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO MANOR BUSINESS CENTER, LTD., AS RECORDED IN DOCUMENT NO. 2006038000, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.022 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 128+04.92, being in the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the south line of said 1.851 acre tract and the north line of a called 3.00 acre tract of land, described in the deed to First Texas Bank, Georgetown, Texas, as recorded in Document No. 2001069459, of the Official Public Records of Williamson County, Texas, being the southeast corner and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the east common corner said 1.851 acre tract and said 3.00 acre tract bears, N 68° 52' 34" E, a distance of 195.15 feet;

**THENCE** leaving said proposed east right-of-way line with the common line of said 1.851 acre tract and said 3.00 acre tract, S 68° 52' 54" W, passing at a distance of 11.68 feet a 1/2-inch iron rod found, continuing in all a total distance of 12.13 feet to a calculated point for the southwest corner of the tract described herein, same being the existing east right-of-way line of U.S. Highway 183, a varying width right-of-way;

**THENCE** leaving said common line with said existing east right-of-way line, N 21° 02' 37" W, a distance of 167.63 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 126+31.54, being in said proposed east right-of-way line, for the north corner of the tract described herein;

**THENCE** leaving said existing east right-of-way line with said proposed east right-of-way line crossing through the interior of said 1.851 acre tract, with the arc of a curve to the left a distance of 168.05 feet, through a central angle of 00° 54' 34", having a radius of 6300.00 feet, and whose chord bears, S 25° 10' 55" E, a distance of 168.05 feet to the **POINT OF BEGINNING** and containing 0.022 acres of land, more or less.

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

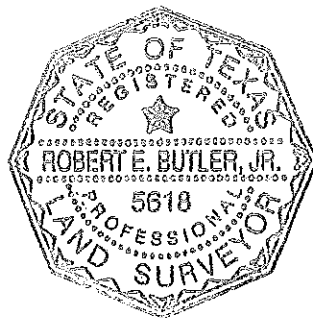
All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

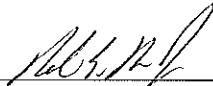
THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS           §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4<sup>th</sup> day of March 2009.

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

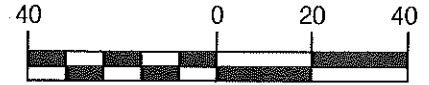


  
Robert E. Butler, Jr.  
Registered Professional Land Surveyor  
No. 5618 – State of Texas

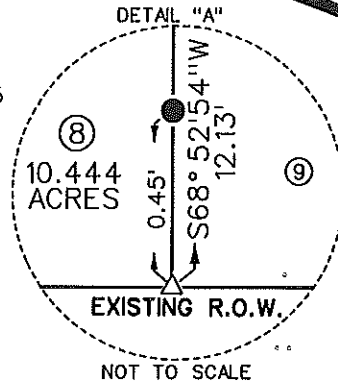
**LEGEND**

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊠ 3/4" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/4" IRON ROD W/ SAM INC. PLASTIC CAP SET
- × CHISELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊗ COTTON SPINDLE FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- DRW.CTX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- ORW.CTX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.CTX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.CTX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING

PI Sta 128+26.65  
 $\Delta = 10^\circ 09' 40.82''$  (LT)  
 $D = 0^\circ 52' 53.30''$   
 $L = 1,152.77'$   
 $T = 577.90'$   
 $R = 6,500.00'$   
 PC Sta 122+48.75  
 PT Sta 134+01.52



GRAPHIC SCALE  
 SCALE: 1" = 40'  
 WILLIAMSON COUNTY, TEXAS  
 JOHN B. ROBINSON SURVEY  
 ABSTRACT NO. 521



MANOR BUSINESS CENTER, LTD.  
 CALLED 1.851 ACRES  
 DOC. NO. 2006038000  
 O.P.R.W.C.TX.

DELTA=00° 54' 34" R=6300.00'  
 T=84.03' L=168.05'  
 CB=S25° 10' 55" E CH=168.05'

P.O.B.  
 128+04.92  
 200.00' LT

PROPOSED R.O.W. LINE.

EXISTING R.O.W.

126+31.54  
 200.00' LT

SIGN

N21° 02' 37" W 167.63'  
 (N19° 01' 03" W 211.04')

(S70° 58' 57" W 206.73')  
 N68° 52' 34" E 195.15' LT

FIRST TEXAS BANK,  
 GEORGETOWN, TEXAS  
 CALLED 3.00 ACRES  
 DOC. NO. 2001069459  
 O.P.R.W.C.TX.

SEE DETAIL "A"

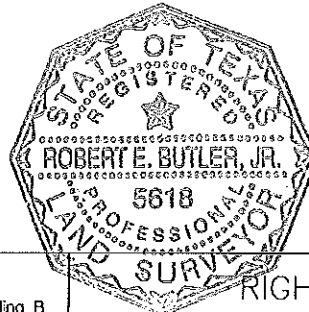
U.S. 183  
 (VARIABLE WIDTH R.O.W.)

- NOTES:
1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
  2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
  3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
  4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
  5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

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

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

03/04/09  
 DATE

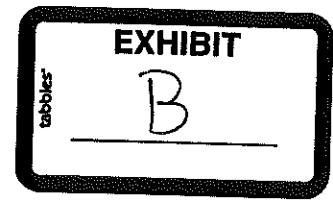


PAGE 3 OF 3  
 REF. FIELD NOTE NO. 4812



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

RIGHT-OF-WAY SKETCH  
 PARCEL  
 8  
 WILLIAMSON COUNTY, TEXAS



**SPECIAL WARRANTY DEED**  
US 183 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 US Highway 183 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 MANOR BUSINESS CENTER, 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 0.022 acre tract of land, more or less, being out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 8).

**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.



Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of US 183, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas, acting by and through the Texas Transportation Commission and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas, acting by and through the Texas Transportation Commission and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR:**

MANOR BUSINESS CENTER, LTD.

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_, 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

**GRANTEE'S MAILING ADDRESS:**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35, Building A  
Austin, Texas 78761

**AFTER RECORDING RETURN TO:**

## Brown & Gay "On-Call" Engineering PSA Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Marie Walters, Road Bond  
**Department:** Road Bond  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and consider approving Brown & Gay Engineers, Inc. Professional Service Agreement (PSA) for "On-Call" engineering services on the 2006 Road Bond Program.

#### Background

### Fiscal Impact

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

### Attachments

Link: [Brown & Gay Eng. On-Call PSA](#)

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	01/13/2010 11:17 AM	APRV
2	Jim Gilger	Jim Gilger	01/13/2010 11:24 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	01/14/2010 11:33 AM	APRV

Form Started By: Marie Walters  
 Started On: 01/06/2010 06:32 PM  
 Final Approval Date: 01/14/2010

Contract No. 2006 Road Bond Program  
"On-Call" Engineering Services  
Checklist



### Prior to Initiation of Work

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

### Course of Work

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

### Notices (as applicable)

**Contract No.** \_\_\_\_\_

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

**Documentation for Payment**

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

Contract No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

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

### Section III Fee schedule

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

### Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services

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hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

#### Section V Coordination with the County

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

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

#### **Section VI Review of Work Product**

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

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

#### **Section VII Revision to Work Product**

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

#### **Section VIII Engineer's Responsibility and Liability**

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any

responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.



- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

**Section IX**  
**Ownership of Documents**

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

**Section X**  
**Maintenance of and Right of Access to Records**

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years

after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

### Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
  - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or

consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Brown & Gay Engineers, Inc.  
7000 North Mopac, Suite 330  
Austin, TX 78731  
Attn: Federico Mendoza, PE, PTOE

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

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

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

and to: HNTB  
14 Galloping Road  
Round Rock, Texas 78681  
Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure  
3151 S.E. Inner Loop, Suite B  
Georgetown, Texas 78626  
Attn: Robert B. Daigh, P.E.

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a corporation registered with the Texas Board of Professional Engineers (No. 1046), duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent

(1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this 29<sup>th</sup> day of December, 2009.

THE ENGINEER:

Brown & Gay Engineers, Inc.

BY: David C. Johnston

Printed Name: David C. Johnston, PE

Title: Senior Vice President

WILLIAMSON COUNTY:

BY: \_\_\_\_\_

\_\_\_\_\_  
Williamson County Judge

Reviewed as to Form By: \_\_\_\_\_

\_\_\_\_\_  
Assistant County Attorney

Funds Verified By: \_\_\_\_\_

\_\_\_\_\_  
County Contract Auditor

ok  


**EXHIBIT I****COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

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

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 750,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

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

**SECTION 3 – WORK AUTHORIZATIONS**

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



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

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 750,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).

ATTACHMENT A

WORK AUTHORIZATION NO.   SAMPLE  

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 Brown & Gay Engineers, Inc. (*the "Engineer"*).

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

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

**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 \_\_\_\_\_, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ENGINEER:  
*Brown & Gay Engineers, Inc.*

COUNTY:  
Williamson County, Texas

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

County Judge  
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

**EXHIBIT II**

**HOURLY RATES**

Rates subject to 3% escalation per calendar year beyond January 5, 2011 provided that the consumer prime index of all workers or the equivalent for the previous year has not decreased.

- 1. Senior Engineer.....\$ 145.00
- 2. Graduate Engineer.....\$ 90.00
- 3. Technician.....\$ 78.00
- 4. Secretary/Clerical.....\$ 67.00
- 5. Expert Witness Testimony.....\$ 300.00
- 6. Sr. Project Manager.....\$ 168.00
- 7. Project Engineer.....\$ 115.00
- 8. Sr. Transportation/Structural Engineer.....\$ 195.00
- 9. Sr. CAD Technician.....\$ 85.00
- 10. GIS Specialist.....\$ 110.00

OK  
M 12/30/09

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

**EXHIBIT IV**

**PRODUCTION SCHEDULE**

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

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

**EXHIBIT V****PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

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



**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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

**EXHIBIT VII****INSURANCE REQUIREMENTS**

During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ N/A in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000.00 per claim, \$4,000,000.00 maximum.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

*Engineer* shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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

**APPENDIX B**

**ENGINEER'S QUALIFICATIONS STATEMENT**

## Jester Annex Commissioners Court - Regular Session

**Date:** 01/19/2010  
**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 10:00 AM  
 Final Approval Date: 12/30/2009

## Commissioner Pct. 1 - Lease Agreement Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Mary Clark, Commissioner Pct. #1  
**Submitted For:** Mary Clark  
**Department:** Commissioner Pct. #1  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider modifying the previously approved "Lease Extension Agreement", for Commissioner Precinct One Office.

#### Background

In September of 2009 Williamson County entered into an agreement to Lease the premises of 400 West Main, Ste. 216, Round Rock, Texas 78664 for business operations for Williamson County Commissioner, Precinct One. The agreement was to extend the Lease for 6 months with an option to rent month to month until such time as the new J.B & Hallie Jester Building is completed.

Due to the bursting of a pipe and resulting damage to the majority of the Leased Premises at 400 West Main, Ste. 216, Round Rock, Texas, the Landlord, Nelson Nagle, has agreed to relocate Commissioner Precinct One office to another location that is owned by Landlord so that business operations may continue at the new location. Landlord has agreed to relocate and lease to Williamson County an office space located at 106 South Harris Street, Round Rock, Texas 78664 pursuant to the same terms as set forth in the Office Lease and Office Lease Extension Agreement that was executed in September of 2009. The new location of 106 South Harris Street, Round Rock, Texas 78664 will now be deemed the "Leased Premises."

Currently the terms of the "Lease Agreement" have been met and the county has paid for the leased space until April 30th, 2010.

### 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: 01/14/2010 09:47 AM  
 Final Approval Date: 01/14/2010

**Discuss and take appropriate action on renewing lease of cattle-grazing land located east of Jonah, Texas to Waterstone Ranch Management.**

**Commissioners Court - Regular Session**

**Date:** 01/19/2010  
**Submitted By:** Jim Rodgers, Parks  
**Submitted For:** Jim Rodgers  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action on renewing lease of cattle-grazing land located east of Jonah, Texas to Waterstone Ranch Management.

**Background**

Mr. Wunsch and his employees managed his livestock and the land well this past year. Annual payment to the County is \$16,350. This is the second year of a three year lease and the extension is recommended.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Link: [Grazing lease 2010](#)

**Form Routing/Status**

Form Started By: Jim Rodgers      Started On: 12/29/2009 03:26 PM  
 Final Approval Date: 01/14/2010



## GRAZING LEASE

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Waterstone Ranch Management, LLC, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals and excluding the pecan trees and the pecans produced from such pecan trees, of approximately One-Hundred-Nine (109) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

### **ARTICLE 1: TERM OF LEASE**

**Commencement Date:** February 1, 2010

**Termination Date:** January 31, 2011

**Extensions:** On or before the Termination Date of the initial term of this Lease and any extended twelve (12) month lease term thereafter, the Williamson County Commissioners Court reserves the right to extend the lease, by mutual agreement of both parties, as it deems, in its sole discretion, to be in the best interest of Williamson County. Any such extensions will be in twelve (12) month increments for up to three (3)

additional years, with the terms, covenants and conditions of the Lease remaining the same for any extension; and with a price escalation at renewal of each additional year of no more than the consumer price index for each such new extended year. Each new extension of the Lease is contingent upon the approval of Williamson County Commissioners Court for each extended lease term in question. The County and Lessee agree that termination shall be the Lessee's sole remedy if the Williamson County Commissioners Court decides not to extend the Lease for additional term(s).

### **ARTICLE 2: RENT**

Lessee agrees to pay to Lessor, as rent for the Premises, the sum of ONE HUNDRED FIFTY and no/100 (\$150) per acre per year. Unless otherwise approved or agreed to by Williamson County, the first installment will be due on the first day of each twelve month lease term; and the second installment shall be due on or before the one hundred eightieth (180<sup>th</sup>) day of each twelve (12) month lease term. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Jim Rodgers, 350 Discovery Boulevard, Suite 201, Cedar Park, TX 78613.

### **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the cattle and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

#### **ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage or bond holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the Premises.

#### **ARTICLE 5: USE OF PREMISES**

Lessee shall use the Premises solely for the purpose of grazing cattle, together with all other purposes and activities usually and customarily associated with a cattle operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of farming and that Lessee shall only have grazing rights to the Premises and shall not have any rights to farm or graze such adjoining acreage. Furthermore, Lessee hereby acknowledges and understands that Lessor may, during the term of this Lease, lease all of the pecan trees and all rights and interest in them (approximately 200 native and mature pecan trees) that are situated on the Premises to a pecan harvester, separate and apart from this Lease. Lessee agrees and acknowledges that Lessee shall only acquire a leasehold interest in the surface of the Premises for the purpose of cattle-grazing and that Lessee shall only have grazing rights to the Premises and shall not have any rights to otherwise farm or harvest any crops or pecans on the Premises or interfere with such other lessee's rights in relation to the Premises. Lessee further acknowledges that during a portion of the month of December, the Lessee may be required to temporarily relocate its cattle in order to allow pecan harvesting efforts to take place on the Premises.

## ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease or any extension thereof, including any costs of installation and connection fees.

## ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to cooperate with any other lessees that may be leasing the Premises for purposes other than cattle-grazing; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; to ranch the Premises in a rancher-like manner, employing the best methods of ranching customarily practiced on like acreage and Premises in the area; and keep, repair, maintain or build all necessary fencing and gates during the term of this Lease and any extension thereof.
- B. Lessee agrees to not use the Premises for any purpose other than for grazing cattle. Lessee agrees not to overgraze the Premises or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent.

Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all animals, property and all improvements which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material

inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

H. In the event this Lease or any extension thereof is terminated early by Lessor, whether such termination be for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease term or extension.

#### **ARTICLE 8: LESSOR'S COVENANTS**

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease or any extension thereof, subject to the termination rights set forth herein.

#### **ARTICLE 9: INDEMNIFICATION & INSURANCE**

**A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE**

**OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease and any extension thereof, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that

the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### **ARTICLE 10: DEFAULTS BY LESSEE**

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or



C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10<sup>th</sup>) day after such notice is given (the "Date of Termination") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

#### **ARTICLE 11: DEFAULTS BY LESSOR**

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### **ARTICLE 12: VOLUNTARY TERMINATION**

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving sixty (60) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease for

convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease term or extension.

**ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE**

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

**ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease and any extension thereof, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

**ARTICLE 15: RIGHT TO SELL**

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease or any extension thereof. If during the term of this Lease or any extension thereof, the Premises are sold by Lessor to a third party, this Lease shall terminate.

Not later than sixty (60) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

#### **ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE**

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

#### **ARTICLE 17: LIMITATIONS OF WARRANTIES**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE**

WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### **ARTICLE 18: CONDEMNATION**

If during the term of this Lease or any extension thereof, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments

made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### **ARTICLE 19: MISCELLANEOUS PROVISIONS**

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is

determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

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

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

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

LESSEE: Waterstone Ranch Management  
c/o Robert D. Wunsch  
3310 N. Capital of Texas Hwy # 200  
Austin, Texas 78746

Notices to Lessee may also be mailed or delivered to the Premises and proof of mailing or posting of those notices to the Premises will be deemed the equivalent of personal service on Lessee.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral

agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by authority of the governing board of each party.

**Lessor:**

Williamson County, Texas

By: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**Lessee:**

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

Printed Name: Robert D. Wunsch

Name of Business: Waterstone Ranch Management, LLC

Title of Signer: President



## **Exhibit "A"**

Being the SURFACE ONLY, excluding the minerals and excluding the pecan trees and the pecans produced from such pecan trees, of approximately One-Hundred-Nine (109) acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said One-Hundred-Nine (109) acres, which is referenced in this Lease as being the "Premises", is further depicted in the sketch attached to the immediately following page.



**Discuss upcoming deployment of the Aviation Brigade.  
Commissioners Court - Regular Session**

Date: 01/19/2010  
Submitted By: Terri Countess, Commissioner Pct. #3  
Submitted For: Valerie Covey  
Department: Commissioner Pct. #3  
Agenda Category: Regular Agenda Items

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**Information**

**Agenda Item**

Discuss upcoming deployment of the Aviation Brigade.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Terri Countess  
Started On: 01/14/2010 10:53 AM  
Final Approval Date: 01/14/2010

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## Williamson County HHW (Household Waste) event on 10.10.2009 Commissioners Court - Regular Session

Date: 01/19/2010  
Submitted By: Linda Wipff, Commissioner Pct. #4  
Submitted For: Ron Morrison  
Department: Commissioner Pct. #4  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take action on the Household Collection event that was held by Waste Management on 10.10.09 at the Unified Road System.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Letter & current bill](#)

Link: [Original bill summary](#)

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### Form Routing/Status

Form Started By: Linda Wipff      Started On: 01/13/2010 10:22 AM  
Final Approval Date: 01/14/2010

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James Smith  
District Manager



**WASTE MANAGEMENT**

9900 Giles Lane  
Austin, TX 78754  
(512) 759-3823  
(512) 759-5004 Fax

November 13, 2009

Hon. Dan Gattis, Sr.  
County Judge  
710 Main Street  
Suite 101  
Georgetown, TX 78626

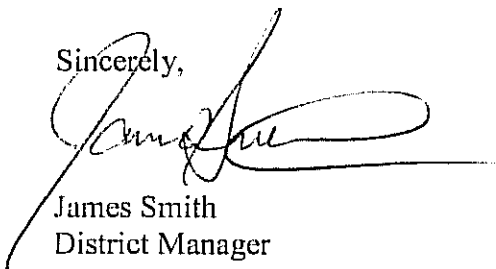
Re: Williamson County 10/10/2009 HHW Event

Dear Judge Gattis:

Please find attached Waste Management's Invoice HHW 11-09 for the County's portion of the costs of conducting the Williamson County HHW event on October 10, 2009. This request is being made pursuant to Section 4.5 of the 2009 Williamson County Operation Agreement dated March 3, 2009.

Please feel free to contact me at 748-4235 if you have any questions regarding the invoice.

Sincerely,



James Smith  
District Manager

cc: Williamson County Attorney



# Williamson County Landfill

600 County Rd 128  
Hutto, Texas 78634

Invoice No. HHW 11-09

## INVOICE

### Customer

Name Williamson County Attn: Hon. Dan Gattis, Sr.  
Address 710 Main Street Suite 101  
City Georgetown State TX ZIP 78626  
Phone

Date 1/13/2010  
Rep 11/13/2009  
FOB

Qty	Description	Unit Price	TOTAL
1	Williamson County 10/10/09 HHW Event conducted by Waste Management County's Portion of Cost of Conducting Event 50% of Philip Reclamation Services Invoice #6280013135 (Attached)	\$22,981.96	\$22,981.96

### Payment Details

- Cash
- Check
- Credit Card

Name  
CC #

Expires

SubTotal	\$22,981.96
Shipping & Handling	\$0.00
Taxes	
<b>TOTAL</b>	<b>\$22,981.96</b>

Office Use Only



ENVIRONMENTAL SERVICES  
GROUP

Southern Region

PLEASE REMIT TO  
Philip Reclamation Services, Houston LLC  
P.O. Box 3069  
Houston, TX 77253-3069

Page # 1

Invoice # 62800131352

Invoice Date 10/30/2009

Customer 57432

Terms Net 30 days

ATTN.: DANA BROWN  
WASTE MANAGEMENT  
9900 GILES LANE  
AUSTIN, TX 78754

SITE ADDRESS:  
PHILIP RECLAMATION SERVICES WC WILLIAMSON  
COUNTY HHW  
4050 HOMESTEAD RD.  
HOUSTON, TX 77028

ORDER 1040142 PHILIP RECLAMATION SERVICES WC

PO # .

HHW EVENT DATE: 10/10/09; 46,719#, 23.36 TONS COLLECTED; 477 VEHICLES.

10/10/2009

Equipment and Other :

FORKLIFT	1.00 @ 450.000 / E	\$450.00
Labor Charge :		
CHEMISTS (4 CHEMISTS - SATURDAY HOURS)	27.50 @ 40.000 / E	\$1,100.00
MOBILIZATION	1.00 @ 4200.000 / R	\$4,200.00
TECHNICIANS (SATURDAY HOURS)	100.00 @ 25.000 / E	\$2,500.00
PROJECT MANAGER (SATURDAY HOURS)	7.50 @ 45.000 / E	\$337.50
HEALTH AND SAFETY OFFICER	7.50 @ 45.000 / E	\$337.50

10/10/2009 Doc No. 151444-09 Manifest 005742926JJK Waste Receipt HOU-08534

2	427336-00 - HHW BULK FLAM LIQUIDS	10.00 @ 80.000 / DM55	\$800.00
3	427338-00 - HHW PESTICIDE SOLIDS LOOSEPACK	5.00 @ 615.000 / CF	\$3,075.00
4	427339-00 - HHW PESTICIDE LIQUID LOOSEPACK	12.00 @ 210.000 / DF55	\$2,520.00
5	427340-00 - HHW CORROSIVE LIQ ACID LOOSEPACK	2.00 @ 195.000 / DF55	\$390.00
6	427344-00 - HHW CORROSIVE LIQUID BASE LABPACK	3.00 @ 195.000 / DF55	\$585.00
7	427341-00 - HHW OXIDIZING LIQUID LOOSEPACK	2.00 @ 210.000 / DF55	\$420.00
8	427347-00 - AEROSOLS	3.00 @ 550.000 / CF	\$1,650.00
9	427351-00 - HHW FLAMMABLE SOLID	1.00 @ 100.000 / DF05	\$100.00
10	427342-00 - HHW MERCURY LABPACK	1.00 @ 210.000 / DF05	\$210.00
11	427345-00 - HHW LITHIUM BATTERY	1.00 @ 100.000 / DF05	\$100.00
12	427350-00 - NICKEL CADMIUM BATTERIES	1.00 @ 55.000 / DF05	\$55.00
13	427346-00 - HHW FLUORESCENT BULBS	248.00 @ 0.250 / F	\$62.00





ENVIRONMENTAL SERVICES  
GROUP

Southern Region

PLEASE REMIT TO  
Philip Reclamation Services, Houston LLC  
P.O. Box 3069  
Houston, TX 77253-3069

Page # 2

Invoice # 62800131352

Invoice Date 10/30/2009

Customer 57432

Terms Net 30 days

ATTN.: DANA BROWN  
WASTE MANAGEMENT  
9900 GILES LANE  
AUSTIN, TX 78754

SITE ADDRESS:

PHILIP RECLAMATION SERVICES WC WILLIAMSON  
COUNTY HHW  
4050 HOMESTEAD RD.  
HOUSTON, TX 77028

ORDER 1040142 PHILIP RECLAMATION SERVICES WC

PO # .

14	427346-00 - COMPACT FLUORESCENT BULBS	270.00 @ 1.000 / E	\$270.00
15	427356-00 - LATEX PAINT (PACKED)	1.00 @ 400.000 / CF	\$400.00
16	427343-00 - HHW ALKALINE BATTERIES	1.00 @ 357.500 / DM55	\$357.50
17	427610 - PROPANE (SMALL CYLINDERS)	1.00 @ 300.000 / DF30	\$300.00
18	427610-00 - PROPANE CYLINDERS	35.00 @ 25.000 / E	\$875.00
19	427336-00 - HHW FLAM LIQUIDS	2.00 @ 80.000 / DM55	\$160.00
20	427352-00 - LABPACK REACTIVE (ORGANIC PEROXIDE)	1.00 @ 100.000 / DF05	\$100.00
21	427832-00 - HHW CPUS KEYBOARDS, ELECTRONICS	3,059.00 @ 0.300 / P	\$917.70
22	427833-00 - HHW LEAD ACID BATTERIES	90.00 @ 1.000 / E	\$90.00

10/10/2009 Doc No. 151445-09 Manifest 005742930JJK Waste Receipt HOU-08471

1	427355-00 - HHW LOOSE PACK FLAMMABLE PAINT WASTE IN ROB	1.00 @ 11000.00 / E	\$11,000.00
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10/10/2009 Doc No. 151446-09 Manifest 005742929JJK Waste Receipt HOU-08470

1	427357-00 - LATEX PAINT (PACKED)	1.00 @ 10000.00 / E	\$10,000.00
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Sub Total	\$43,362.20
Energy Charge	\$2,601.73
<b>INVOICE TOTAL</b>	<b>\$45,963.93</b>





HHW  
BILLING SUMMARY

Site: Williamson County HHW Collection Event

Date: October 10, 2009

Weight: 46,719#, 23.36 tons

Vehicles: 477

Invoice #: 62800131352

P.O. #:

Item	Amount
Mobilization	\$4,200.00
Labor (event hrs. 8:00-1:00, packing/load complete 3:30pm)	
Chemists (3 @ 7.5 hrs.; 1 @ 5 hrs. = 4 @ \$40/hr. x 27.5 hrs. total)	\$ 1,100.00
Technicians (8 x 7.5 hrs.; 8 x 5 hrs. = 16 @ \$25/hr. = 100 hrs. total)	\$2,500.00
Project Manager (1 @ \$45/hr. x 7.5 hrs.)	\$337.50
Health and Safety Officer (1 @ \$45/hr. x 7.5 hrs.)	\$337.50
Equipment	
Forklift	\$450
Recycle and Disposal	\$34,437.20
SUBTOTAL	\$43,362.20
E & I @ 6%	\$2,601.73
TOTAL	\$45,963.93

**HHW Manifest Summary**

Site: Williamson County HHW Collection Event  
 Manifest #: 005742926LJK, 005742929JJK, 005742930JJK  
 Date of Event: 10/10/2009  
 Number of Cars: 477

Page	Line Item	DOT	Waste Description	Disposal Method	Packaging	Philip Profile	Drum Size	Qty.	Weight (pounds)	Ind. Count	Unit Price	Disposal Unit	Total Price
1	1		Manifest #005742926LJK										
1	2	3	Line Left Intentionally Blank										
1	3	6.1	Flammable Liquids	Fuels	Bulk	427336	55	10	3634		\$ 80.00	each	\$800.00
1	4	6.1	Pesticides, solid, toxic	Incin	Labpack	427338	cyb	5	2500		\$ 615.00	each	\$3,075.00
1	5	8	Pesticide, liquid, toxic	Incin	Labpack	427339	55	12	1673		\$ 210.00	each	\$2,520.00
2	6	8	Corrosive Liquid Acid	Treatment	Labpack	427340	55	2	220		\$ 195.00	each	\$390.00
2	7	5.1	Corrosive Liquid Caustic	Treatment	Labpack	427344	55	3	280		\$ 195.00	each	\$585.00
2	8	2.1	Oxidizing Liquid	Treatment	Labpack	427341	55	2	240		\$ 210.00	each	\$420.00
2	9	4.1	Aerosols, Flammable	Incin	Labpack	427347	cyb	3	851		\$ 550.00	each	\$1,650.00
2	10	8	Flammable Solid	Incin	Labpack	427351	5	1	8		\$ 100.00	each	\$100.00
2	11	9	Mercury (Elemental Mercury)	Recycle	Labpack	427342	5	1	18		\$ 210.00	each	\$210.00
2	12	9	Lithium Batteries	Recycle	Labpack	427345	5	1	8		\$ 100.00	each	\$100.00
2	13	8	Environmentally Hazardous Substances (Nickel Cadmium Batteries)	Recycle	Labpack	427350	5	1	45		\$ 55.00	each	\$55.00
2	14	8	Fluorescent Bulbs	Recycle	Labpack	427346	box	2	113	248	\$ 0.25	lb.	\$62.00
3	15	NH	Compact Fluorescent Bulbs	Recycle	Labpack	427346	55	1	40	270	\$ 1.00	each	\$270.00
3	16	8	Latex Paint	Recycle	Loosepack	427356	cyb	1	695		\$ 400.00	each	\$400.00
3	17	2.1	Alkaline Batteries	Recycle	Loosepack	427343	55	1	411		\$ 357.50	each	\$357.50
3	18	2.1	Propanes	Recycle	Labpack	427610	55	1	180	56	\$ 300.00	each	\$300.00
3	19	3	Propanes	Recycle	Labpack	427610	55	35	600	35	\$ 25.00	each	\$875.00
3	20	5.2	Flammable Liquids	Fuels	Bulk	427336	55	2	1036		\$ 80.00	each	\$160.00
3	21	9	Organic Peroxide	Incin	Labpack	427352	5	1	5		\$ 100.00	each	\$100.00
3	22	8	Electronics	Recycle	Labpack	427832	pallets	6	3059		\$ 0.30	lb.	\$917.70
1	1	3	Lead Acid Batteries	Recycle	Labpack	427833	pallets	2	3103	90	\$ 1.00	each	\$90.00
1	1	3	Manifest # 005742930JJK										
1	1	NH	Paint Related Material	Fuels	Loosepack	427355	rolloff	1	15000		\$ 11,000.00	each	\$11,000.00
1	1	NH	Manifest # 005742929JJK										
1	1	NH	Latex Paint	Recycle	Loosepack	427357	rolloff	1	13000		\$ 10,000.00	each	\$10,000.00
<b>TOTALS</b>									<b>106</b>	<b>46719</b>			<b>\$34,437.20</b>



PHILIP RECLAMATION SERVICES HOUSTON, LLC.  
HOUSEHOLD HAZARDOUS WASTE  
COLLECTION EVENT SUMMARY REPORT

EVENT LOCATION: Williamson County

EVENT DATE: October 10, 2009

Wastestream Breakdown

Page: Manifest Line Item	Wastestream	Drums	Total Weight (Lbs)	Percent of total weight
1/1'	Paint Related Material <sup>1</sup>	87.5	15000	32.11
1/2;3.19	Flammable Liquids <sup>2</sup>	12	4670	10.00
1/3;1/4	Poisons <sup>3</sup>	29.5	4173	8.93
2/5'	Corrosives, Acidic	2	220	0.47
2/6'	Corrosives, Basic	3	280	0.60
2/7'	Oxidizers	2	240	0.51
2/8'	Aerosols <sup>4</sup>	10.5	851	1.82
2/9'	Flammable Solids <sup>5</sup>	1	8	0.02
2/10'	Mercury <sup>6</sup>	1	18	0.04
2/11'	Lithium Batteries <sup>7</sup>	1	8	0.02
2/12'	Nickel Cadmium Batteries <sup>8</sup>	1	45	0.10
2/13;2/14	Fluorescent Bulbs <sup>9</sup>	3	153	0.33
3/15;1.1	Latex Paint <sup>7</sup>	91	13695	29.31
3/16'	Alkaline Batteries	1	411	0.88
3/17;3/18	Propanes	91	780	1.67
3/20'	Organic Peroxide <sup>9</sup>	1	5	0.01
3/21'	Electronics <sup>8</sup>	21	3059	6.55
3/22'	Lead Acid Batteries <sup>8</sup>	7	3103	6.64
<b>TOTALS</b>		<b>365.5</b>	<b>46719</b>	<b>100</b>

- <sup>1</sup> 1 rolloff box(25 cyb's)
- <sup>2</sup> 12 x 55 gallon drums
- <sup>3</sup> 5 x cubic yard boxes and 12 x 55 gallon drums
- <sup>4</sup> 3 x cubic yard boxes
- <sup>5</sup> 5 gallon pails
- <sup>6</sup> 2 x bulb boxes and 1 x 5 gallon pail
- <sup>7</sup> 1 x cubic yard box and 1 x rolloff (25 cyb's)
- <sup>8</sup> pallets

Collection Site Summary

Participants (households)	477
Weight (pounds)	46719
Weight per Participant	97.94
Cost	\$45,963.93
Cost per Participant	\$ 96.36

Waste Management Method Breakdown

Alternative Fuels	42.10%
Recycle*	45.53%
Non Hazardous Landfill	0.00%
Destructive Incineration	10.78%
Treatment	1.58%
Total	100.00%

\* This number does not reflect Latex paint blended on site and managed by the City or Tires.

### Waste Management Breakdown Calculator

		Technology					
		Fuels	Incin	Recycle	Treatment	NH Landfill	
Weight (in lbs)		3634	2500	18	220		
		1036	1673	8	280		
		15000	851	45	240		
			8	113			
			5	40			
				695			
				411			
				180			
				600			
				3059			
				3103			
				13000			
<b>Totals</b>		<b>19670</b>	<b>5037</b>	<b>21272</b>	<b>740</b>	<b>0</b>	<b>Total</b> <b>46719</b>
<b>%</b>		<b>42.1%</b>	<b>10.8%</b>	<b>45.5%</b>	<b>1.6%</b>	<b>0.0%</b>	<b>100.0%</b>

08534

113696

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD074196398	2. Page 1 of 1	3. Emergency Response Phone (877) 577-2863	4. Manifest Tracking Number 005742926 JJK				
5. Generator's Name and Mailing Address PHILIP RECLAMATION SERVICES 40 WESTERN COURT HRB 4050 WESTERN ROAD HOUSTON TX 77038 (713) 674-2406				Generator's Site Address (if different than mailing address) PHILIP RECLAMATION SERVICES 40 WESTERN COURT HRB 4050 WESTERN RD. HOUSTON TX 77038 (713) 674-2406					
6. Transporter 1 Company Name PHILIP RECLAMATION SERVICES-HOUSTON LLC					U.S. EPA ID Number TXD074196398				
7. Transporter 2 Company Name					U.S. EPA ID Number				
8. Designated Facility Name and Site Address PHILIP RECLAMATION SERVICES HOUSTON, LLC 4050 WESTERN ROAD Facility's Phone: HOUSTON, TX 77038 (713) 674-2406					U.S. EPA ID Number TXD074196398				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
	X	1. UN2830 PAINT RELATED MATERIAL (DOT 6011574) 3 PBTII			CF			HAH	
	X	2. UN1995 FLAMMABLE LIQUIDS, N.O.S. (PETROLEUM DISTILLATES, XYLENE) 3 PBTII RQ(100 LBS.)		010	DM	03634 04796	P	HAH	EXEMPT
	X	3. UN2500 PESTICIDES, SOLID, TOXIC, N.O.S. (DIAZINON, 2,4-D) 6.1 PBTII "TOXIC" RQ(1 LB.)		005	CF	02500 02863	P	HAH	EXEMPT
	X	4. UN2900 PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. (DIAZINON, PETROLEUM SPIRITS) 6.1 (3) PBTII "TOXIC" RQ(1 LB.)		012	DF	01673 01923	P	HAH	EXEMPT
14. Special Handling Instructions and Additional Information (1) <del>427369-00 - ERG1128</del> (2) 427336-00 - ERG(128) 8X55, 2X85 (3) 427330-00 - ERG(150) (4) 427369-00 - ERG(131) HOUSEHOLD HAZARDOUS WASTE EXEMPT									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable International and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
Generator's/Offeror's Printed/Typed Name ANNA PIPER					Signature 			Month Day Year 10 10 09	
INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials								
	Transporter 1 Printed/Typed Name JASON GONDOLACH					Signature 			Month Day Year 10 10 09
Transporter 2 Printed/Typed Name					Signature			Month Day Year	
DESIGNATED FACILITY	18. Discrepancy								
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
	24) changed to net weight in box 11. per full Manifest Reference Number: _____								
	18b. Alternate Facility (or Generator)					U.S. EPA ID Number			
Facility's Phone: _____									
18c. Signature of Alternate Facility (or Generator)							Month Day Year		
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H141		2. H141		3. H141		4. H141			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a									
Printed/Typed Name Desire Williams					Signature 			Month Day Year 10 15 09	

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number TXD074196338	22. Page of 3	23. Manifest Tracking Number 005742926JJK
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24. Generator's Name  
**PHILIP RECLAMATION SERVICES MC WILLIAMSON COUNTY HNW**  
 4050 HOMESTEAD ROAD, HOUSTON TX 77028 (713)674-2406

25. Transporter \_\_\_\_\_ Company Name \_\_\_\_\_ U.S. EPA ID Number \_\_\_\_\_

26. Transporter \_\_\_\_\_ Company Name \_\_\_\_\_ U.S. EPA ID Number \_\_\_\_\_

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers		29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes	
		No.	Type			HHH	EXEMPT
X	5 UN1760 CORROSIVE LIQUIDS, N.O.S. (HYDROCHLORIC ACID, SULFURIC ACID) 8 PGIII	002	DF	00220 <del>00109</del>	P	HHH	EXEMPT
X	6 UN1760 CORROSIVE LIQUIDS, N.O.S. (POTASSIUM HYDROXIDE, SODIUM HYDROXIDE) 8 PGIII	003	DF	00280 <del>00531</del>	P	HHH	EXEMPT
X	7 UN3139 OXIDIZING LIQUID, N.O.S. (CHLORINE, POTASSIUM NITRATE) 5.1 PGII	002	DF	00240 <del>00095</del>	P	HHH	EXEMPT
X	8 UN1950 AEROSOLS, FLAMMABLE, (DOT-SP12842) 2.1	003	CF	00851 <del>01348</del>	P	HHH	EXEMPT
X	9 UN1325 FLAMMABLE SOLIDS, ORGANIC, N.O.S. (ADHESIVES, TARS, XYLENE, TOLUENE) 4.1 PGIII	001	DF <del>CF</del>	00008	P	HHH	EXEMPT
X	10 UN2809 MERCURY 8 PGIII RQ(1 LB.)	001	DF	18 <del>00027</del>	P	HHH	EXEMPT
X	11 UN3090 LITHIUM BATTERY 9 PGII	001	DF	08 <del>00012</del>	P	HHH	EXEMPT
X	12 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S. (NICKEL CADMIUM BATTERIES) 9 PGIII	001	DF	00045	P	HHH	EXEMPT
X	13 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S. (FLUORESCENT BULBS) 9 PGIII	002	CF	113 <del>00048</del>	P	HHH	EXEMPT
X	14 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S. (COMPACT FLUORESCENT BULBS) 9 PGIII	001	DF	40 <del>00026</del>	P	HHH	EXEMPT

32. Special Handling Instructions and Additional Information  
 (5) 427340-00 - ERG(154) (6) 427344-00 - ERG(154) (7) 427341-00 - ERG(140) (8) 427347-00 - ERG(126) (9) 427351-00 - ERG(133) (10) 427342-00 - ERG(172) (11) 427345-00 - ERG(138) (12) 427350-00 - ERG(171) (13) 427346-00 - ERG(171) (14) 427346-00 - ERG(171)  
*IX53* *2X HFTB*

33. Transporter Acknowledgment of Receipt of Materials  
 Printed/Typed Name \_\_\_\_\_ Signature \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

34. Transporter Acknowledgment of Receipt of Materials  
 Printed/Typed Name \_\_\_\_\_ Signature \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

35. Discrepancy  
*5-8,10,11,13,14) changed to net weight in box 29. Pan 7L*

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

5) H141	(6) H141	(7) H141	(8) H141	(9) H141
(10) H141	(11) H141	(12) H141	(13) H141	(14) H141

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)		21. Generator ID Number TXD074196338		22. Page 3 of 3		23. Manifest Tracking Number 005742926JJK	
24. Generator's Name PHILIP RECLAMATION SERVICES WC WILLIAMSON COUNTY HM 4050 HOMESTEAD ROAD - HOUSTON TX 77028 (713)674-2406							
25. Transporter _____ Company Name						U.S. EPA ID Number	
26. Transporter _____ Company Name						U.S. EPA ID Number	
27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers		29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes	
		No.	Type				
	15 NON DOT/NON RCRA REGULATED MATERIAL (LATEX PAINT)	001	CF	695 <del>00833P</del>	P	HHW	
X	16 UN3028 BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, (ALKALINE BATTERIES) 8 PGIII	001	BM <del>DF</del>	411 <del>00432P</del>	P	HHW	
X	17 UN1978 PROPANE 2.1	056	CY	180 <del>00205P</del>	P	HHW	EXEMPT
X	18 UN1978 PROPANE 2.1	035	CY	00600	P	HHW	EXEMPT
X	19 UN1993 FLAMMABLE LIQUIDS N.P.S. (PETROLEUM DISTILLATES, XYLENE) 3, PGII	002	DF	1036 <del>00844P</del>	P	HHW	EXEMPT
X	20 UN3105 ORGANIC PEROXIDE TYPE D, LIQUID (BENZOYL PEROXIDE 40%) 5, 2, PGII	001	DF	00005 P		HHW	EXEMPT
X	21 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCES SOLIDS (E-WASTE) 9, PG III	006	CW	3059 <del>03787P</del>	P	HHW	EXEMPT
X	22 UN2704 BATTERIES, WET FILLED WITH ACID, 8, PG III	002	CW	3103 <del>02144P</del>	P	HHW	EXEMPT
	23						
	24						
32. Special Handling Instructions and Additional Information (INSIDE SSBP) 2X85 (15) 427356-00 - (16) 427343-00 - ERG(154) (17) 427610-00 - ERG(115) (18) 427610-00 - ERG(115) 19, 427336 ERG-128 20, 427352 ERG 148 21, 427333 22, 427333							
33. Transporter Acknowledgment of Receipt of Materials Printed/Typed Name _____ Signature _____ Month _____ Day _____ Year _____							
34. Transporter Acknowledgment of Receipt of Materials Printed/Typed Name _____ Signature _____ Month _____ Day _____ Year _____							
35. Discrepancy 15-17, 19, 21, 22) changed to net weight in box 29. Pan LP							
36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 15) H141   16) H141   17) H141   18) H141   H141 H141   H141   H141							

08534

1040142

113696

151444

Please print or type. (Form designed for use on ellipse (12-pitch) typewriter.)

Form Approved, OMB No. 2050-0039

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number TXD074196338	2. Page 1 of 3	3. Emergency Response Phone (877) 577-2669	4. Manifest Tracking Number 005742926 JJK				
5. Generator's Name and Mailing Address PHILIP RECLAMATION SERVICES HC WILLIAMSON COUNTY HHH 4050 HONESTEAD ROAD HOUSTON TX 77028 (713)674-2406				Generator's Site Address (If different than mailing address) PHILIP RECLAMATION SERVICES HC WILLIAMSON COUNTY HHH 4050 HONESTEAD RD. HOUSTON TX 77028 (713)674-2406					
6. Transporter 1 Company Name PHILIP RECLAMATION SERVICES-HOUSTON LLC					U.S. EPA ID Number TXD074196338				
7. Transporter 2 Company Name					U.S. EPA ID Number				
8. Designated Facility Name and Site Address PHILIP RECLAMATION SERVICES HOUSTON, LLC 4050 HONESTEAD ROAD Facility's Phone: HOUSTON, TX 77028 (713) 674-2406					U.S. EPA ID Number TXD074196338				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
	X	1. UN1263 PAINT RELATED MATERIAL (DOT-SP11624) 3 PGII			CF		P	HHH EXEMPT	
	X	2. UN1993 FLAMMABLE LIQUIDS, N.O.S. (PETROLEUM DISTILLATES, XYLENE) 3 PGII RQ(100 LBS.)		010	DM	03634 04796	P	HHH EXEMPT	
	X	3. UN2588 PESTICIDES, SOLID, TOXIC, N.O.S. (DIAZINON, 2,4-D) 6.1 PGII "TOXIC" RQ(1 LB.)		0125	CF	02500 02863	P	HHH EXEMPT	
	X	4. UN2903 PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. (DIAZINON, PETROLEUM SPIRITS) 6.1 (3) PGIII "TOXIC" RQ(1 LB.)		012	DF	01673 01923	P	HHH EXEMPT	
14. Special Handling Instructions and Additional Information (1) 427335-00 - ER6(120) (2) 427336-00 - ER6(120) (3) 427338-00 - ER6(151) (4) 427339-00 - ER6(131) HOUSEHOLD HAZARDOUS WASTE EXEMPT 8x55, 2x85									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
Generator's/Offorer's Printed/Typed Name ANNA RIDER					Signature 			Month Day Year 10/10/09	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____									
17. Transporter Acknowledgment of Receipt of Materials									
Transporter 1 Printed/Typed Name JASON GUNDLACH					Signature 			Month Day Year 10/10/09	
Transporter 2 Printed/Typed Name					Signature			Month Day Year	
18. Discrepancy									
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
18b. Alternate Facility (or Generator) <u>2nd changed to net weight in box 11 per tag</u> Manifest Reference Number: _____ U.S. EPA ID Number _____									
18c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____									
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H141		2. H141		3. H141		4. H141			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a									
Printed/Typed Name DORIS WILLIAMS					Signature 			Month Day Year 10/15/09	



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number TXD074196338	22. Page 2 of 3	23. Manifest Tracking Number 005742926JJK
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24. Generator's Name  
PHILIP RECLAMATION SERVICES MC WILLIAMSON COUNTY HHR  
4050 HONESTEAD ROAD, HOUSTON TX 77020 (713)674-2406

25. Transporter \_\_\_\_\_ Company Name U.S. EPA ID Number

26. Transporter \_\_\_\_\_ Company Name U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers		29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
		No.	Type			HHH	EXEMPT	
X	5 UN1760 CORROSIVE LIQUIDS, H.O.S. (HYDROCHLORIC ACID, SULFURIC ACID) 8 PGIII	002	DF	00220 <del>001000</del>	P	HHH	EXEMPT	
X	6 UN1760 CORROSIVE LIQUIDS, H.O.S. (POTASSIUM HYDROXIDE, SODIUM HYDROXIDE) 8 PGIII	003	DF	00280 <del>005310</del>	P	HHH	EXEMPT	
X	7 UN3139 OXIDIZING LIQUID, H.O.S. (CHLORINE, POTASSIUM NITRATE) 5.1 PGII	002	DF	00240 <del>000075</del>	P	HHH	EXEMPT	
X	8 UN1950 AEROSOLS, FLAMMABLE, (DOT-SPI2842) 2.1	003	CF	00851 <del>013410</del>	P	HHH	EXEMPT	
X	9 UN1325 FLAMMABLE SOLIDS, ORGANIC, H.O.S. (ADHESIVES, TARS, XYLENE, TOLUENE) 4.1 PGIII	001	DF <del>CF</del>	00008	P	HHH	EXEMPT	
X	10 UN2809 MERCURY 8 PGIII RQ(1 LB.)	001	DF	18 <del>00027</del>	P	HHH	EXEMPT	
X	11 UN3090 LITHIUM BATTERY 9 PGII	001	DF	08 <del>00012</del>	P	HHH	EXEMPT	
X	12 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, H.O.S. (NICKEL CADMIUM BATTERIES) 9 PGIII	001	DF	00045	P	HHH	EXEMPT	
X	13 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, H.O.S. (FLUORESCENT BULBS) 9 PGIII	002	CF	113 <del>00048</del>	P	HHH	EXEMPT	
X	14 UN3077 ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, H.O.S. (COMPACT FLUORESCENT BULBS) 9 PGIII	001	DF	46 <del>00000</del>	P	HHH	EXEMPT	

32. Special Handling Instructions and Additional Information  
(5) 427340-00 - ERG(154) (6) 427344-00 - ERG(154) (7) 427341-00 - ERG(140) (8) 427347-00 - ERG(126) (9) 427351-00 - ERG(133) (10) 427342-00 - ERG(172) (11) 427345-00 - ERG(138) (12) 427350-00 - ERG(171) (13) 427346-00 - ERG(171) (14) 427346-00 - ERG(171)  
2 X 4 FTB

33. Transporter Acknowledgment of Receipt of Materials  
Printed/Typed Name \_\_\_\_\_ Signature \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

34. Transporter Acknowledgment of Receipt of Materials  
Printed/Typed Name \_\_\_\_\_ Signature \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

35. Discrepancy.  
5-8,10,11,13,14) changed to net weight in box 29. Pan 1/2

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

5) H141	(6) H141	(7) H141	(8) H141	(9) H141
(10) H141	(11) H141	(12) H141	(13) H141	(14) H141

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)		21. Generator ID Number TXD072196338	22. Page 3 of 3	23. Manifest Tracking Number 005742926.17K					
24. Generator's Name PHILIP RECLAMATION SERVICES MC WILLIAMSON COUNTY HHM 4050 HONESTAD ROAD, HUNSTON TX 77028 (713)674-2406									
25. Transporter _____ Company Name				U.S. EPA ID Number					
26. Transporter _____ Company Name				U.S. EPA ID Number					
27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers		29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes			
		No.	Type						
	15 NON DOT/NON RCRA REGULATED MATERIAL (LATEX PAINT)	001	CF	695 <del>00833</del>	P	HHH			
X	16 UN3028 BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, (ALKALINE BATTERIES) 8 PGII	001	BM <del>DF</del>	411 <del>00432</del>	P	HHH			
X	17 UN1978 PROPANE 2.1	056	CY	180 <del>00205</del>	P	HHH	EXEMPT		
X	18 UN1978 PROPANE 2.1	035	CY	00600	P	HHH	EXEMPT		
X	19 UN1993 FLAMMABLE LIQUIDS, N.O.S. (PETROLEUM DISTILLATES, XYLENES), 3, PGII	002	DF	1036 <del>00244</del>	P	HHH	EXEMPT		
X	20 UN3105, ORGANIC PEROXIDE, TYPE B, LIQUID (BENZOYL PEROXIDE 40%), 5, 2, PGII	001	DF	00005	P	HHH	EXEMPT		
X	21 UN3077, ENVIRONMENTALLY HAZARDOUS SUBSTANCES SOLID N.O.S. (E-WASTE) 9, PG III	006	CW	3059 <del>03787</del>	P	HHH	EXEMPT		
X	22 UN2704, BATTERIES, WET FILLED WITH ACID, 8, PG III	002	CW	3103 <del>02144</del>	P	HHH	EXEMPT		
	23								
	24								
32. Special Handling Instructions and Additional Information (INSIDE SSDF) 2X85 (15) 427356-00 - (16) 427343-00 - ERG(154) (17) 427610-00 - ERG(115) (18) 427610-00 - ERG(115) 19, 427336 ERG-128 20, 427352 ERG 148 21, 427333 22, 427333									
33. Transporter Acknowledgment of Receipt of Materials Printed/Typed Name _____ Signature _____ Month _____ Day _____ Year _____									
34. Transporter Acknowledgment of Receipt of Materials Printed/Typed Name _____ Signature _____ Month _____ Day _____ Year _____									
35. Discrepancy 15-17, 19, 21, 22) changed to net weight in box 29. Pan H									
36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
(15) H141	(16) H141	(17) H141	(18) H141	H141					
H141	H141	H141							

GENERATOR

TRANSPORTER

DESIGNATED FACILITY



Date: 11/5/09  
Manifest 005742926JJK  
3 page manifest

# Certificate of Disposal

Whereas, Philip Reclamation Services, Houston, LLC is a corporation organized under the laws of the State of Texas with its principal place of business in Houston, Texas and Whereas, Philip Reclamation Services operates a treatment, storage, and disposal facility processing hazardous and non-hazardous class 1 industrial wastes under the authority of the Federal EPA ID No. TXD074196338 and the Texas Commission on Environmental Quality ID No. 30271;

Therefore, Philip Reclamation Services does hereby issue this certificate to:

Customer: WASTE MANAGEMENT  
9900 GILES LANE  
AUSTIN, TX 78754  
  
Generator: PHILIP RECLAMATION SERVICES, HOUSTON, LLC  
4050 HOMESTEAD ROAD  
HOUSTON, TX 77028  
  
Site Location: WILLIAMSON COUNTY ROAD & BRIDGE  
3151 INNER LOOP  
GEORGETOWN, TX 79356

To evidence treatment and disposal for manifested lines used by the following handling codes:

**Page 1:**

Line item 1: Line Left Intentionally Blank  
Line item 2: H141, H061  
Line item 3: H141, H040  
Line item 4: H141, H040

**Page 2:**

Line item 5: H141, H010, H071, H077, H101  
Line item 6: H141, H081, H132  
Line item 7: H141, H129  
Line item 8: H141, H040  
Line item 9: H141, H040  
Line item 10: H141, H010  
Line item 11: H141, H010  
Line item 12: H141, H010  
Line item 13: H141, H010  
Line item 14: H141, H010

**Page 3:**

Line item 15: H141, H039  
Line item 16: H141, H010  
Line item 17: H141, H039  
Line item 18: H141, H039  
Line item 19: H141, H061  
Line item 20: H141, H040  
Line item 21: H141, H010  
Line item 22: H141, H010

Said treatment, disposal, or recycling has been completed in a manner consistent with acceptable engineering standards and in compliance with applicable rules and regulations set forth by State and Federal authorities on or about the date stated above.

Philip Reclamation Services, Houston, LLC

08470

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>	1. Generator ID Number TX0000000000	2. Page 1 of 1	3. Emergency Response Phone (877) 677-2668	4. Manifest Tracking Number 005742929 JJK
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5. Generator's Name and Mailing Address PHILIP RECLAMATION SERVICES NO WILLIAMS COUNTY TX 4050 HOMESTEAD ROAD HOUSTON TX 77026 (713) 674-2406	Generator's Site Address (if different than mailing address) PHILIP RECLAMATION SERVICES NO WILLIAMS COUNTY TX 4050 HOMESTEAD RD HOUSTON TX 77026 (713) 674-2406 GEORGETOWN, TX
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6. Transporter 1 Company Name PULIDO TRUCKING INC.	U.S. EPA ID Number TX0000000000
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7. Transporter 2 Company Name	U.S. EPA ID Number
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8. Designated Facility Name and Site Address PHILIP RECLAMATION SERVICES HOUSTON, LLC 4050 HOMESTEAD ROAD Facility's Phone: HOUSTON, TX 77026 (713) 674-2406	U.S. EPA ID Number TX0074196538
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9a. HM	9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
1.	NON DOT/NON RCRA REGULATED MATERIAL (LATEX PAINT)	1	DM	25	Y	RRR		
2.								
3.								
4.								

14. Special Handling Instructions and Additional Information (1) 43737-00 - HOUSEHOLD HAZARDOUS WASTE EXEMPT  BOX # RB31513RT
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15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27 (a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offoror's Printed/Typed Name PAM FORD	Signature <i>[Signature]</i>	Month Day Year 10/10/09
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16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.	Port of entry/exit: Date leaving U.S.:
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17. Transporter Acknowledgment of Receipt of Materials	Signature <i>[Signature]</i>	Month Day Year 10/10/09
Transporter 1 Printed/Typed Name JOSE CESAR MACIAS	Signature <i>[Signature]</i>	Month Day Year 10/10/09
Transporter 2 Printed/Typed Name	Signature	Month Day Year

18. Discrepancy	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection
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18b. Alternate Facility (or Generator)	U.S. EPA ID Number
--	--------------------

18c. Signature of Alternate Facility (or Generator)	Month Day Year
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19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)	1. H141	2.	3.	4.
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20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a	Signature Valerie Aguilar	Month Day Year 10/12/09
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08470

1040142

151446

Form Approved, OMB No. 2050-0039

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number TXD074196338	2. Page 1 of 1	3. Emergency Response Phone (877) 577-2669	4. Manifest Tracking Number 005742929 JJK		
5. Generator's Name and Mailing Address PHILIP RECLAMATION SERVICES MC WILLIAMSON COUNTY HHH 4050 HOMESTEAD ROAD HOUSTON TX 77028 (713)674-2406				Generator's Site Address (if different than mailing address) PHILIP RECLAMATION SERVICES MC WILLIAMSON COUNTY HHH 4050-HOMESTEAD-DR. 3151 SE I WNER COOP HOUSTON TX 77028 (713)674-2406 GEORGETOWN, TX			
6. Transporter 1 Company Name FULIDO TRUCKING INC.				U.S. EPA ID Number TXR00006882			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address PHILIP RECLAMATION SERVICES HOUSTON, LLC 4050 HOMESTEAD ROAD Facility's Phone: HOUSTON, TX 77028 (713) 674-2406				U.S. EPA ID Number TXD074196338			
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes	
	1. NON DOT/NON RCRA REGULATED MATERIAL (LATEX PAINT)	No.	Type				
		1	CM	25	Y	HHH	
14. Special Handling Instructions and Additional Information (1) 427357-00 - HOUSEHOLD HAZARDOUS WASTE EXEMPT BOX # RB31513RT							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40-CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offeror's Printed/Typed Name PAM FORD				Signature <i>[Signature]</i>		Month Day Year 10/10/09	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name JOSE PEGAR MARIAS				Signature <i>[Signature]</i>		Month Day Year 10/10/09	
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
18b. Alternate Facility (or Generator) U.S. EPA ID Number							
18c. Signature of Alternate Facility (or Generator) Month Day Year							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H141		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name Valerie Aguilar				Signature <i>[Signature]</i>		Month Day Year 10/12/09	

GENERATOR

INTL

TRANSPORTER

DESIGNATED FACILITY



Date: 11/5/09  
Manifest 005742929JJK  
1 page manifest

## Certificate of Disposal

Whereas, Philip Reclamation Services, Houston, LLC is a corporation organized under the laws of the State of Texas with its principal place of business in Houston, Texas and Whereas, Philip Reclamation Services operates a treatment, storage, and disposal facility processing hazardous and non-hazardous class 1 industrial wastes under the authority of the Federal EPA ID No. TXD074196338 and the Texas Commission on Environmental Quality ID No. 30271;

Therefore, Philip Reclamation Services does hereby issue this certificate to:

Customer: WASTE MANAGEMENT  
9900 GILES LANE  
AUSTIN, TX 78754

Generator: PHILIP RECLAMATION SERVICES, HOUSTON, LLC  
4050 HOMESTEAD ROAD  
HOUSTON, TX 77028

Site Location: WILLIAMSON COUNTY ROAD & BRIDGE  
3151 INNER LOOP  
GEORGETOWN, TX 79356

To evidence treatment and disposal for manifested lines used by the following handling codes:

**Page 1:**  
Line item 1: H141, H039

Said treatment, disposal, or recycling has been completed in a manner consistent with acceptable engineering standards and in compliance with applicable rules and regulations set forth by State and Federal authorities on or about the date stated above.

Philip Reclamation Services, Houston, LLC

A handwritten signature in black ink, appearing to be a stylized name, possibly 'J. M.', written over a horizontal line.

08471

1049145

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number TX007496900	2. Page 1 of	3. Emergency Response Phone 18771 877-8265	4. Manifest Tracking Number 005742930 JJK
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5. Generator's Name and Mailing Address PHILIP RECLAMATION SERVICES AC WILLIAMSON COUNTY TX 4050 HONESTEAD ROAD HOUSTON TX 77028 (713) 674-2406	Generator's Site Address (if different than mailing address) PHILIP RECLAMATION SERVICES AC WILLIAMSON COUNTY TX 4050 HONESTEAD RD. HOUSTON TX 77028 (713) 674-2406
--	--

6. Transporter 1 Company Name PULTEK TRUCKING INC.	U.S. EPA ID Number TX000166890
7. Transporter 2 Company Name	U.S. EPA ID Number

B. Designated Facility Name and Site Address PHILIP RECLAMATION SERVICES HOUSTON, LLC 4050 HONESTEAD ROAD HOUSTON, TX 77028 (713) 674-2406	U.S. EPA ID Number TX007419690
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9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type			HW	EXEMPT	
1	UN1263 PAINT RELATED MATERIAL (DOT-SP11624) 3 PAIL	1	DR	25	Y	HW	EXEMPT	
2								
3								
4								

14. Special Handling Instructions and Additional Information  
(1) 427355-00 - ERG(138) HOUSEHOLD HAZARDOUS WASTE EXEMPT  
**Box # RB31252 RT**

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.2 (a) if I am a large quantity generator or (b) if I am a small quantity generator is true.

Generator's/Offeror's Printed/Typed Name: **Pam Ford** Signature: *Pam Ford* Month: 10 Day: 10 Year: 09

16. International Shipments  Import to U.S.  Export from U.S. Port of entry/exit: \_\_\_\_\_ Date leaving U.S.: \_\_\_\_\_

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: **JOSE CESAR MACIAS** Signature: *JOSE CESAR MACIAS* Month: 10 Day: 10 Year: 09

Transporter 2 Printed/Typed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

18. Discrepancy

18a. Discrepancy Indication Space  Quantity  Type  Residue  Partial Rejection  Full Rejection

Manifest Reference Number: \_\_\_\_\_

18b. Alternate Facility (or Generator) U.S. EPA ID Number: \_\_\_\_\_

Facility's Phone: \_\_\_\_\_

18c. Signature of Alternate Facility (or Generator) Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1. H141 2. 3. 4.

20. Designated Facility Owner or Operator. Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: **Valerie Aguilar** Signature: *Valerie Aguilar* Month: 10 Day: 12 Year: 09

GENERATOR

INT'L

TRANSPORTER

DESIGNATED FACILITY

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

08471

151445

**UNIFORM HAZARDOUS WASTE MANIFEST**

1. Generator ID Number: **TXD074196338**

2. Page 1 of 1

3. Emergency Response Phone: **(877) 577-2666**

4. Manifest Tracking Number: **005742930 JJK**

5. Generator's Name and Mailing Address: **PHILIP RECLAMATION SERVICES MC WILLIAMSON COUNTY HHH 4050 HONESTEAD ROAD HOUSTON TX 77028 (713) 674-2406**

Generator's Site Address (if different than mailing address): **PHILIP RECLAMATION SERVICES MC WILLIAMSON COUNTY HHH 4050 HONESTEAD RD. HOUSTON TX 77028 (713) 674-2406**

6. Transporter 1 Company Name: **PHILIP TRUCKING INC.** U.S. EPA ID Number: **TXD074196338**

7. Transporter 2 Company Name: U.S. EPA ID Number:

8. Designated Facility Name and Site Address: **PHILIP RECLAMATION SERVICES HOUSTON, LLC 4050 HONESTEAD ROAD HOUSTON, TX 77028 (713) 674-2406** U.S. EPA ID Number: **TXD074196338**

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes		
		No.	Type			HHX	EXCEPT	
X	1. UN1263 PAINT RELATED MATERIAL (DOT-SP11624) 3 PGIII	1	CM	25	Y	HHX	EXCEPT	
	2.							
	3.							
	4.							

14. Special Handling Instructions and Additional Information: **(1) 427355-00 - ERG(128) HOUSEHOLD HAZARDOUS WASTE EXEMPT**

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offor's Printed/Typed Name: **Pam Ford** Signature: *[Signature]* Month: **10** Day: **10** Year: **09**

16. International Shipments:  Import to U.S.  Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: **JOSE CESAR MACIAS** Signature: *[Signature]* Month: **10** Day: **10** Year: **09**

Transporter 2 Printed/Typed Name: Signature: Month: Day: Year:

18. Discrepancy

18a. Discrepancy Indication Space:  Quantity  Type  Residue  Partial Rejection  Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator): U.S. EPA ID Number:

Facility's Phone:

18c. Signature of Alternate Facility (or Generator): Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1. **H141** 2. 3. 4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: **Waltere Aquilar** Signature: *[Signature]* Month: **10** Day: **12** Year: **09**

GENERATOR

INTL

TRANSPORTER

DESIGNATED FACILITY

DESIGNATED FACILITY TO GENERATOR





Date: 11/5/09  
Manifest 005742930JJK  
1 page manifest

## Certificate of Disposal

Whereas, Philip Reclamation Services, Houston, LLC is a corporation organized under the laws of the State of Texas with its principal place of business in Houston, Texas and Whereas, Philip Reclamation Services operates a treatment, storage, and disposal facility processing hazardous and non-hazardous class 1 industrial wastes under the authority of the Federal EPA ID No. TXD074196338 and the Texas Commission on Environmental Quality ID No. 30271;

Therefore, Philip Reclamation Services does hereby issue this certificate to:

Customer: WASTE MANAGEMENT  
9900 GILES LANE  
AUSTIN, TX 78754

Generator: PHILIP RECLAMATION SERVICES, HOUSTON, LLC  
4050 HOMESTEAD ROAD  
HOUSTON, TX 77028

Site Location: WILLIAMSON COUNTY ROAD & BRIDGE  
3151 INNER LOOP  
GEORGETOWN, TX 79356

To evidence treatment and disposal for manifested lines used by the following handling codes:

**Page 1:**

Line item 1: H141, H061

Said treatment, disposal, or recycling has been completed in a manner consistent with acceptable engineering standards and in compliance with applicable rules and regulations set forth by State and Federal authorities on or about the date stated above.

**Philip Reclamation Services, Houston, LLC**

A handwritten signature in black ink, appearing to be 'J. R. ...', written over a horizontal line.



**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

**FREEPORT EXEMPTION AGREEMENT**

This Freeport Exemption Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County"), acting herein by and through its duly authorized officers, and \_\_\_\_\_ Company ("Company") which is in good standing to do business in the State of Texas, acting herein by and through their respective, duly authorized officers.

**WITNESSETH:**

WHEREAS, the Texas Legislature adopted, and the voters of Texas approved, Article VIII, Section 1-j, to the Texas Constitution which provided for the exemption of certain tangible personal property from ad valorem taxation;

WHEREAS, in order to implement the Constitutional provision, the Texas Legislature adopted Texas Tax Code Section 11.251, which provides for the exemption of certain taxable property from ad valorem taxation ("Freeport Goods");

WHEREAS, the County made the timely election to deny tax-exempt status for Freeport Goods pursuant to Article VIII, Section 1-j(b)(2);

WHEREAS, Article VIII, Section 1-j(b)(4) provides that it is within the exclusive discretion of the County to rescind its prior action to tax Freeport Goods;

WHEREAS, other taxing entities in Williamson County have acted to exempt Freeport Property from taxation to promote industrial development and increased property tax revenue;

WHEREAS, the Company produces and sells products which qualify as Freeport Goods under Tax Code § 11.251;

WHEREAS, the Company has made investments in taxable personal property located and operating within the County, and has requested the County to allow the exemption for Freeport Goods beginning in tax year 2010;

WHEREAS, the County projects it will suffer tax revenue losses in the 2010-11 and thereafter if it no longer taxes Freeport Goods;

WHEREAS, to offset the tax revenue losses anticipated by the County, the County will require direct financial payments from the Company if it enters into this Freeport Exemption Agreement with the County; and

WHEREAS, it will be necessary to negotiate and execute an agreement with the Company sufficient to assure that, in the aggregate, the amount of funds payable by the Company entering into said Freeport Exemption Agreement shall be in an amount sufficient to partially reduce or offset the amount of projected tax revenue loss to the County;

**NOW, THEREFORE**, the County and the Company, for and in consideration of the mutual covenants and agreements herein contained, do hereby contract, covenant, and agree as follows:

1. The County shall take formal action to rescind its resolution upon execution of this Agreement by the Company and similar agreements with other major taxpayers with eligible Freeport inventory located in the County, thereby exempting Freeport Goods from taxation by the County, effective January 1, 2010;
2. The annual payments required to offset the actual tax revenue loss to the County for the 2010-11 through the 2014-15 shall be determined by the payment calculation formula marked "Exhibit A", attached hereto and incorporated herein for all purposes. The Company shall pay the County the amounts due each year, as estimated in schedule attached as "Exhibit A" on or before December 31 of each year.
3. The Company shall deliver rendition statements and property reports to the Williamson County Appraisal District no later than April 15 of each tax year, pursuant to Section 22.23(a) of the Tax Code. It shall be the responsibility of the Company, pursuant to Section 11.43(d) of the Tax Code, on or before April 30 of each tax year, to file an annual exemption application form with the chief appraiser for each appraisal County in which the Freeport Goods, which are the subject of this Agreement, have situs. In the event the Company fails to timely deliver its rendition statements and property reports in any tax year, or fails to timely file its application for tax exemption in any tax year, then any payment made by the Company to the County will be retained by the County, and the Company may also be liable for taxes on Freeport Goods.
4. This Agreement is executed by the parties hereto without coercion or duress and of substantial consideration, the sufficiency of which is forever confessed.
5. Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to recipient at the recipient's address, shown below, subject to the right of either party to designate a different address by notice given in the manner just described.
6. The obligations of the parties to this Agreement are performable in Williamson County, Texas. If legal action is necessary to enforce same, exclusive venue shall lie in Williamson County, Texas.
7. This Agreement is made subject to all applicable State and Federal laws and shall be governed and construed in accordance with the laws and court decisions of the State of Texas.
8. The parties executing this Agreement represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing

this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for same to be an authorized and binding Agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her name hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without the written consent of the parties, such consent to be attached to and made a part of this Agreement.

This Agreement shall be effective on the latest date as reflected by the signatures below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009 by Williamson County.

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_ COMPANY

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

\_\_\_\_\_  
Printed Name and Title

## EXHIBIT A

### Company Payment Schedule and Calculation

#### Definitions

**Annual County Freeport Revenue Loss** means the total annual revenue loss to the County due to the County granting the Freeport exemption as it specifically relates to the Company for tax years 2010 through 2014.

**County Tax Rate** means the ad valorem tax rate of Williamson County, as adopted annually by the County.

**County Tax Reimbursement Payment** means the annual payment made by \_\_\_\_\_ Company to the County to ensure that the County receives sufficient revenue to partially offset projected negative tax impacts of the exemption of Freeport Goods.

**Freeport Inventory** means the annual taxable value of Freeport Goods of \_\_\_\_\_ Company as determined by the Chief Appraiser of the Williamson Central Appraisal District or the Chief Appraiser of the Travis Central Appraisal District, whichever is appropriate.

**Rendition Statement** means the annual statement and property report to the Williamson County Appraisal District for Freeport Inventory pursuant to Section 22.23(a) of the Texas Tax Code.

#### Reimbursement Overview

The Company will make direct payments for four years to the County to partially reimburse the County for projected tax losses due to the exemption of Freeport Goods by the County.

On or before December 31 of tax years 2010 through 2014, the Company shall pay to the County a certain percentage of the Annual County Freeport Revenue Loss. The Annual County Freeport Revenue Loss shall be determined by applying each year's County Tax Rate to the Company's Freeport Inventory for that year. The annual payment percentage shall be as follows:

2010	80% of Annual County Freeport Revenue Loss
2011	60% of Annual County Freeport Revenue Loss
2012	40% of Annual County Freeport Revenue Loss
2013	20% of Annual County Freeport Revenue Loss

By way of illustration only:

The hypothetical four-year payments shall be as follows:

<u>Tax Year</u>	<u>Annual County Freeport Revenue Loss</u>	<u>Company Reimbursement</u>
2010	\$27,707.00	\$22,166.00 (80% of County Revenue Loss)
2011	\$27,707.00	\$16,624.00 (60% of County Revenue Loss)
2012	\$27,707.00	\$11,083.00 (40% of County Revenue Loss)
2013	\$27,707.00	\$ 5,541.00 (20% of County Revenue Loss)

This Agreement will terminate prior to 2014 if at the end of any tax year a new company or companies that would be subject to the Freeport Tax locate in Williamson County, and the total new ad valorem tax generation to the County from said business or businesses is more than \$91,000,000 in any year.

Additionally, the substantial expansion of an existing business would also serve as a means of new ad valorem tax generation. Such substantial expansion would include the addition of facilities (i.e., buildings), fixed assets, and/or inventory. For companies who substantially expand their existing business, an additional percentage reduction equal to the percentage of said company's expansion would be granted from their already reduced Freeport Tax. As an example only, if XYZ Company substantially expanded its operations by 26% in Year 2011, it would pay only 34% of its Freeport Tax obligation as opposed to 60% as set forth herein. Subsequent years would continue to decrease by 20% as set forth herein until said company's tax obligation is fulfilled.

**ADDENDUM TO WILLIAMSON COUNTY FREEPORT EXEMPTION AGREEMENT**

The undersigned below agree that the following paragraph shall supersede Paragraph # 3 of the Williamson County Freeport Exemption Agreement:

3. The Company shall deliver rendition statements and property reports to the Williamson Central Appraisal District no later than April 15 of each tax year, pursuant to Section 22.23(a) of the Tax Code or as required for an extension until May 15, pursuant to Section 22.23(b). The rendition forms located in Exhibit B and Exhibit C shall be completed and sent to WCAD by the required dates. The company shall attach a report to the rendition listing the account number, name and address of each owner of property that is in their possession or under their management on January 1 by bailment, lease, consignment, or other arrangement, pursuant to Section 22.04 of the Tax Code. See attached Exhibit B for Personal Property Rendition and Exhibit C for Real Property Rendition.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009 by Williamson County.

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_ Company

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

\_\_\_\_\_  
Printed Name and Title



**EXHIBIT B**

Williamson Central Appraisal District 625 FM 1460 Georgetown, TX 78626-8050 Ph: (512) 930-3787 Fax: (512) 930-0391 Email: renditions@wcad.org	<b>CONFIDENTIAL</b> <b>BUSINESS PERSONAL PROPERTY RENDITION</b> <b>FOR JANUARY 1, 2010</b>
---	--

WCAD ACCT NUMBER:

BUSINESS LOCATED AT:

BUSINESS NAME:  
 BUSINESS OWNER NAME:  
 BUSINESS MAIL ADDRESS:

--	--

**IF YOU ARE FILING ON A RENDITION FORM OTHER THAN THE FORM PROVIDED BY WCAD, PLEASE RETURN THE WCAD FORM WITH YOUR RENDITION.**

**DEADLINE TO FILE RENDITION TIMELY IS APRIL 15<sup>TH</sup>, 2010. UPON WRITTEN REQUEST BY APRIL 15<sup>TH</sup>, THE DEADLINE WILL BE EXTENDED TO MAY 15<sup>TH</sup>, 2010.**

**PART 1. GENERAL INFORMATION**

**A. OWNERSHIP INFORMATION:** Please check if any of these apply to your business.

<input type="checkbox"/> Out of business as of January 1, but some or all business personal property assets remained on January 1. If you still owned them and they were still in the district on January 1, complete all applicable sections of the form. <input type="checkbox"/> No assets remained as of January 1. Business closed on _____. Complete Part 6.	
<input type="checkbox"/> If moved to a different location AFTER January 1 and are still in business with personal property assets, please give new location and complete form. <input type="checkbox"/> If moved PRIOR to January 1, give new location and complete form.	New Location address: _____ City _____ State _____ Zip+4 _____ Date of Move _____
If you have <b>SOLD</b> this business, check this box and list the new owner's name and address. If the sale occurred <b>before</b> January 1 of this year, sign and return the rendition form. If the sale occurred <b>after</b> January 1 of this year, you must complete the other sections of the rendition form.	New Owner's Name _____ Address _____ City _____ State _____ Zip _____ Date of Sale: ____ / ____ / ____ Phone Number _____

**Optional Owner Information:**

Type of Ownership:  Individual or Sole Proprietorship  Partnership  Corporation  Trust  Other \_\_\_\_\_

Area occupied at this location (square feet) \_\_\_\_\_  Leased Space  Owned Space

**B. BUSINESS ASSET INFORMATION**

1. Please describe the general types of assets you own (merchandise, parts, tools, supplies, office equipment, trucks, trailers, etc).

2. **Market Value (MV):** For business assets other than inventory, market value is the price that the property would sell for on January 1 if held on the open market for a reasonable amount of time, both buyer and seller knew all the characteristics of the property and the limitations on its use, and neither party was in a position to take advantage of the other. For inventory, market value is the price for which the inventory would sell as a unit to a buyer who would continue the business.

**What do you estimate to be the total market value of your business assets (see the definition of market value above)?**

Under \$20,000 (optional: give estimated value \_\_\_\_\_). If you checked "under \$20,000", you may skip to Part 6.  
 \$20,000 or more. If you checked \$20,000 or more, please complete this form in its entirety.  
 I, the property owner, affirm that the information contained in the most recent rendition statement filed in a prior tax year is accurate with respect to the current tax year in accordance with Section 22.01 (1).

**PART 2. INVENTORY, RAW MATERIALS, CONSIGNED GOODS, AND SUPPLIES**

Market Value (MV): See Part 1 B2 above for definition.	Good Faith Estimate of MV	Original Cost	Year Acquired	Location if Different From Location Given Above
INVENTORY (describe each category of inventory and give a general Good Faith estimate of the quantity of items in the category)				
PARTS				
RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS not included in regular inventory.....				
CONSIGNED GOODS owned by you (you will report consigned goods in your possession but not owned by you in Part 4).....				
SUPPLIES (include all expensed supplies on hand as of January 1 that are used in the business but not included above).....				

**PART 3. FURNITURE & FIXTURES, MACHINERY & EQUIPMENT, COMPUTERS, ELECTRONIC ITEMS, AND OTHER FIXED ASSETS (NOT INCLUDING VEHICLES)**

**A. FOR RENDERING OF GOOD FAITH ESTIMATE OF MARKET VALUE ONLY:** Complete Part 3A below. If listing itemized assets only, skip Part 3A and complete Part 3B on page 2.

**Market Value (MV):** See Part 1 B2 above for definition.

	Furniture & Fixtures	Office Machines	Mobile Radio, Telephone, PBX, Cell Phone, Fax	All other Machinery & Equipment	Computers (PC and Workstation)	Manufacturing Equipment	Miscellaneous	Describe Miscellaneous
<b>Good Faith Estimate of Market Value</b>								

Disclaimer: When reporting Good Faith estimates, the appraisal district is NOT required to accept these values without further documentation to substantiate this value claim. The district will use these estimates as a comparison to other similar businesses and use the values nearest in comparison.

**PART 3 CONTINUED**

**B. FOR RENDERING COST OF ITEMIZED ASSETS OWNED:** Below list your assets by year acquired or you can attach an itemized list with asset, cost & year acquired, to this rendition. **Please indicate whether purchased New or Used. DO NOT REPORT ANY ASSETS YOU LEASE IN THIS SECTION, REPORT THEM IN PART 4 BELOW.**

	Furniture & Fixtures Original Cost	Office Machines Original Cost	Mobile Radio, Telephone, PBX, Cell Phone, Fax Original Cost	All other Machinery & Equipment Original Cost	Computers (PC and Workstation) Original Cost	Manufacturing Equipment Original Cost	Miscellaneous Original Cost	Describe Miscellaneous
1994 & Prior \$								
1995 \$								
1996 \$								
1997 \$								
1998 \$								
1999 \$								
2000 \$								
2001 \$								
2002 \$								
2003 \$								
2004 \$								
2005 \$								
2006 \$								
2007 \$								
2008 \$								
2009 \$								
<b>TOTALS</b>								

**PART 4. LEASED, LOANED, CONSIGNED, OR RENTED PERSONAL PROPERTY**

List below any property that is leased, loaned, consigned, or rented to you, regardless of tax liability. If necessary, attach additional sheets. If you have none, please write "NONE". If you manage property as a fiduciary or carry consigned goods, list the names and addresses of each property owner below or on an attached sheet.

Name, Address, Phone # of Owner	Description	Selling Price if Stated in Lease (OPTIONAL)	Annual Rent (OPTIONAL)	Original Cost	Year Acquired (Lease Start Date)

**PART 5. AUTOMOBILES, TRUCKS, TRAILERS, BUSES, AIRCRAFT, BOATS**

**A. VEHICLES:** List any vehicles used in the production of income and claimed as a depreciable asset (not mileage) on IRS business tax forms. If you have none, please write "NONE".

Year	Make and Model and Mileage/Hours	VIN/License #/Reg # (Optional)	Good Faith Estimate of Market Value	Location if different From business location	Original Cost	Year Acquired

**B. SPECIAL EQUIPMENT MOUNTED ON VEHICLES:** List below any special equipment attached to or mounted on the vehicles listed above.

Equipment Description	VIN of vehicle to which attached (Optional)	Good Faith Estimate of market value	Original Cost	Year Acquired

**PART 6. SIGNATURE**

**Signature and affirmation of person preparing this rendition:**

<b>Owner/Agent Signature</b>	<p><b>Notary Statement: complete if signer is not an owner, employee, or officer of the company or an affiliated company</b></p> <p>SUBSCRIBED AND SWORN TO BEFORE ME this the ____ day of _____, 20__.</p> <p>_____ Notary Public, State of Texas</p>
<b>Date</b>	
<b>Print Name</b>	
<b>Company Name</b>	
<b>Telephone No.</b> <b>Email Address:</b>	

Section 22.26 of the Property Tax Code states: (a) Each rendition statement or property report required or authorized by this chapter must be signed by an individual who is required to file the statement or report. (b) When a corporation is required to file a statement or report, an officer of the corporation or an employee or agent who has been designated in writing by the board of directors or by an authorized officer to sign on behalf of the corporation must sign the statement or report.

The person rendering the property shall use the form adopted by the Comptroller or a form approved by the Comptroller.

If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Section 37.10 Penal Code.

If you fail to timely file a rendition or property report required by Texas law, the chief appraiser must impose a penalty in an amount equal to 10 percent of the total taxes due on the property for the current year. If the court determines that you filed a false rendition or report with the intent to commit fraud or to evade the tax or you alter, destroy, or conceal any record, document, or thing or present to the chief appraiser any altered or fraudulent record, document, or thing, or otherwise engage in fraudulent conduct for the purpose of affecting the outcome of an inspection, investigation determination, or other proceeding before the appraisal district, the chief appraiser must impose an additional penalty equal to 50 percent of the total taxes due on the property for the current year.

**CONFIDENTIAL**

**INDUSTRIAL REAL PROPERTY RENDITION OF TAXABLE PROPERTY**

This rendition covers property you own on January 1 of this year. You must file this rendition with the county appraisal district after January 1 and not later than April 15 of this year. On written request, the chief appraiser must extend the deadline to May 15. You may receive an additional 15-day extension if you request it in writing and show good cause for the extension.

If you have previously filed a rendition form and it remains an accurate rendition of your property for this year, you may check the box below and sign this form.

When required by the Tax Code or by the chief appraiser, the person rendering property shall use the model form adopted by the Comptroller of Public Accounts, or use a form containing information that is in substantial compliance with the model form if approved by the comptroller.

Appraisal district name	Property identification number	Tax year
Property owner's name		
Present mailing address		
City, town or post office, state, ZIP code		
Property address		
City, town or post office, state, ZIP code		Phone (area code and number)
Type of ownership <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (describe) _____		
Authorized agent's name		
Present mailing address		
City, town or post office, state, ZIP code		Phone (area code and number)
<input type="checkbox"/> By checking this box, I affirm that the information contained in my most recent rendition statement filed for a prior tax year (this rendition was filed for the _____ tax year) continues to be complete and accurate for the current tax year.		<b>Property Owner's Estimate of Market Value (Optional)*</b>
<b>Description of Property</b>		

*\*NOTE: Although rendering a value is not required, such action entitles the property owner to be notified if an appraised value greater than the rendered value is to be submitted to the appraisal review board. Property owners may protest appraised values before the appraisal review board. (Section 25.19, Tax Code)*

### FIXED MACHINERY AND EQUIPMENT

List all fixed machinery and equipment (considered real property) showing your costs, regardless of whether new or used, and the year you purchased. Items received as gifts are to be listed in the same manner. If needed, attach additional sheets.

Description of Property (by individual item or by asset group)	Indicate Whether Purchased New (N) or Used (U)	Owner's Cost	Year Acquired	Life Expectancy
		\$		
<b>TOTALS</b>		\$		

Total property owner's value for fixed machinery and equipment (optional): \_\_\_\_\_

**NOTE:** Although rendering a value is not required, such action entitles the property owner to be notified if an appraised value greater than the rendered value is to be submitted to the appraisal review board. Property owners may protest appraised values before the appraisal review board. (Section 25.19, Tax Code)

Are you the property owner, an employee of the property owner, or an employee of a property owner on behalf of an affiliated entity of the property owner?  Yes  No

This form must be signed and dated. By signing this document, you attest that the information contained on it is true and correct to the best of your knowledge and belief. If you checked "Yes" above, sign and date on the signature line below. No notarization is required.

Signature

**sign here** \_\_\_\_\_ Date \_\_\_\_\_

If you checked "No" above, you must complete the following:

I swear that the information provided on this form is true and correct to the best of my knowledge and belief.

Signature

**sign here** \_\_\_\_\_ Date \_\_\_\_\_

**Subscribed and sworn** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

Section 22.26 of the Tax Code states:

- (a) Each rendition statement or property report required or authorized by this chapter must be signed by an individual who is required to file the statement or report.
- (b) When a corporation is required to file a statement or report, an officer of the corporation or an employee or agent who has been designated in writing by the board of directors or by an authorized officer to sign in behalf of the corporation must sign the statement or report.

**If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Section 37.10, Penal Code.**

## COPS Grant Radio Equipment Transfer of Title to the City of Cedar Park, Interlocal, 1/19/10

### Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Karen Knightstep, County Auditor  
**Submitted For:** Julie Kiley  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and take appropriate action to approve the Radio Equipment Transfer of Title document between Williamson County and the City of Cedar Park for IP console equipment acquired through a COPS funded Interoperable Communications Technology Program grant awarded on September 2, 2005 to the City of Austin.

##### Background

The equipment transferred in the Radio Equipment Transfer of Title from the City of Austin to Williamson County (approved in the September 29, 2009 Commissioner's Court meeting) includes \$172,862 of equipment that was placed in the Cedar Park Dispatch Center. This equipment is listed in Exhibit "A". Also attached is a copy of the resolution from the City Council of Cedar Park accepting the equipment transfer. If you have any questions, please contact Julie Kiley at 943-1552.

#### Fiscal Impact

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

#### Attachments

Link: [Radio Equipment Transfer of Title](#)

Link: [Exhibit "A"](#)

Link: [Cedar Park Resolution](#)

#### Form Routing/Status

Form Started By: Karen Knightstep      Started On: 01/14/2010 11:10 AM  
 Final Approval Date: 01/14/2010

## Radio Equipment Transfer of Title

1. Grant Award On September 2, 2005, the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) awarded a COPS Interoperable Communications Technology Program Grant #2005INWX0020 in the amount of \$6,000,000, subject to a \$2,000,000 local grant match requirement, to the City of Austin. This grant award was for the implementation of a public safety voice radio system in Williamson County ("Project"). The City of Austin and Williamson County ("County") provided funds to satisfy the local grant match.
2. The City of Austin and Williamson County, an Official Partner to the Grant Award, entered into a Public Safety Voice Radio Communications System Implementation Interlocal Agreement. The parties agreed that upon completion of the Project and the City of Austin's final acceptance, title to the COPS funded radio equipment installed on the Regional Communications System shall be transferred to Williamson County.
3. The Project is complete, and the County has accepted transfer of the equipment from the City of Austin.

Therefore, the County transfers title to the COPS funded radio equipment installed on the Regional Communications System that is described on Exhibit "A" (Radio Equipment List) to the City of Cedar Park, Texas. In consideration of the transfer, the City of Cedar Park agrees not to sell or otherwise transfer the radio equipment described in Exhibit "A" except to the extent permitted by federal law.


**Transferor:**  
**Williamson County, Texas**  
710 S. Main St.  
Georgetown, Texas 78626

\_\_\_\_\_  
Signature

Dan A. Gattis  
County Judge

\_\_\_\_\_  
Date

**Transferee:**  
**City of Cedar Park**  
600 Bell Boulevard  
Cedar Park, Texas 78613

  
\_\_\_\_\_  
Signature

Brenda Eivens  
City Manager

12-10-09  
\_\_\_\_\_  
Date

Exhibit "A" Radio Equipment List

**Exhibit "A"**

**Cedar Park Dispatch Center Equipment List - Austin/Williamson COPS Project**

Location	Qty	Model	Item Description	Subsystem Total
Cedar Park	2	B1908	MCC7500 ASTRO25 SECURE DISPATCH CON	\$ 172,862.00
Cedar Park	2	CA00287AA	ADD: MCC 7500 DISPATCH CONSOLE SOFT	
Cedar Park	2	CA00897AA	ADD: MCC 7500 ASTRO 25 OPERATION	
Cedar Park	2	CA00245AA	ADD: ADP ALGORITHM	
Cedar Park	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	
Cedar Park	2	B1911	MCC 7500 GENERAL PURPOSE I/O MODULE	
Cedar Park	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	
Cedar Park	4	B1912	MCC SERIES DESKTOP SPEAKER	
Cedar Park	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROP	
Cedar Park	4	B1913	MCC SERIES HEADSET JACK	
Cedar Park	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	
Cedar Park	2	DDN9035	SYMANTEC ANTI VIRUS 10.0 CORP ED LI	
Cedar Park	2	L3476	SYMANTEC PC ANYWHERE 11.5.1 HOST ON	
Cedar Park	4	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	
Cedar Park	4	DSVPR3MCC	PROTECTION MODULE FOR MCC 5500 OPER	
Cedar Park	2	DDN6629	SOFTWARE BASED DUAL IRR	
Cedar Park	2	DDN6493	SOUND CARD	
Cedar Park	2	CDN6673	SET OF LABTEC SPIN 95	
Cedar Park	2	DSCDN6171B	TRACKERBALL (ONLY PS/2 & USB COMPAT	
Cedar Park	2	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS	
Cedar Park	2	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R	
Cedar Park	2	DS213BLK	21.3" MVA 4:3 NO TOUCH LCD, BLACK	
Cedar Park	2	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	
Cedar Park	2	ST2513	S2500 CONVENTIONAL IP INTERFACE KIT	
Cedar Park	1	T7038	GCP 8000 SITE CONTROLLER	
Cedar Park	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	
Cedar Park	1	X153AW	ADD: RACK MOUNT HARDWARE	
Cedar Park	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	
Cedar Park	1	U752AB	INTERNAL OPTION	
Cedar Park	1	X899AE	INC: PACKING, FIELD INSTALL	
Cedar Park	1	CA01165AA	INTERNAL OPTION	
Cedar Park	1	CA00291AA	INTERNAL OPTION	
Cedar Park	1	CA01155AA	INTERNAL OPTION	
Cedar Park	1	F4543	SITE MANAGER BASIC	
Cedar Park	1	VA00297	ADD: MCC7500 AUX IO SOFTWARE	
Cedar Park	1	V266	ADD: 90VAC TO 260VAC PS TO SM	
Cedar Park	1	V346AK	OPTN,CBL ASSY,,INTERNAL LINE C	
Cedar Park	1	L3468	MCC SERIES I/O SHELF W/ CONTROLLER	
Cedar Park	2	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	
Cedar Park	2	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD	
Cedar Park	2	DSJ4900B	HP PROCURVE SWITCH 2626B	
Cedar Park	2	THN1013	RACK 7.5' OPEN	
Cedar Park	3	DSOP820B	POWER DIST. UNIT SURGE PROTECT	
Cedar Park	3	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP8	

**Cedar Park Dispatch Center Equipment List - Austin/Williamson COPS Project**

Location	Qty	Model	Item Description	Subsystem Total
Cedar Park	4	RDN8943A	CBIS14.62572MOT, RACK GROUND B	
Cedar Park	2	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE P	
Cedar Park	1	B1918	MCC 7500 ASTRO 25 STANDARD CAPACITY	
Cedar Park	1	CA00288AA	ADD: MCC 7500 ARCHIVING INTERFACE S	
Cedar Park	1	CA00897AA	ADD: MCC 7500 ASTRO 25 OPERATION	
Cedar Park	1	CA00245AA	ADD: ADP ALGORITHM	
Cedar Park	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	
Cedar Park	1	DDN9035	SYMANTEC ANTI VIRUS 10.0 CORP ED LI	
Cedar Park	1	L3476	SYMANTEC PC ANYWHERE 11.5.1 HOST ON	
Cedar Park	1	DDN8663	PLAYBACK WORKSTATION W/ 17" LCD, KE	
Cedar Park	1	DDN9035	SYMANTEC ANTI VIRUS 10.0 CORP ED LI	
Cedar Park	1	L3476	SYMANTEC PC ANYWHERE 11.5.1 HOST ON	
Cedar Park	1	DSFAP17BLK	17" LCD, BLACK, NO-TOUCH MONITOR, W	
Cedar Park	1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS	
Cedar Park	1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R	
Cedar Park	1	DSF1DZ104T	4 PORT BELKIN KVM SWITCH SE SERIES	
Cedar Park	4	DSF3X110506	PS/2 KVM 6FT ALL IN ONE CABLE SET	
Cedar Park	1	DSF1D005	19"RACKMOUNT FOR F1D104	
Cedar Park	1	DSF1D005A	OMNIVIEW 2- & 4-PORT RACK-MOUNT KIT	
Cedar Park	1	DSRM114	HEAVY DUTY EQUIPMENT SHELF	
Cedar Park	1	DQRM028	19" KEYBOARD TRAY	
Cedar Park	1	DQ11231119	19 INCH RACK SHELF	
Cedar Park	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	



RESOLUTION NO. R36-09-12-10-D2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT THE RADIO EQUIPMENT INVOLVED IN THE COMMUNITY ORIENTED POLICING SERVICES ("COPS") GRANT FROM WILLIAMSON COUNTY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the equipment involved in the transfer has been installed in City Buildings;

WHEREAS, accepting this equipment replaces outdated analog equipment previously purchased by the City of Cedar Park;

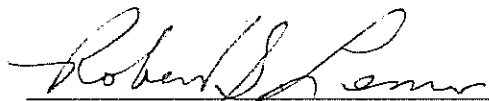
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Manager is authorized and directed to accept the radio equipment involved in the COPS Grant from Williamson County.

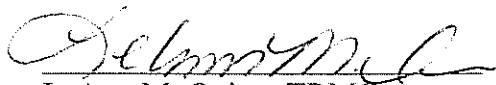
SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 10<sup>th</sup> day of December, 2009.

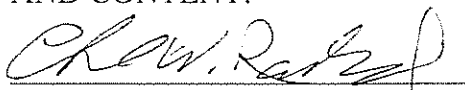
CITY OF CEDAR PARK, TEXAS

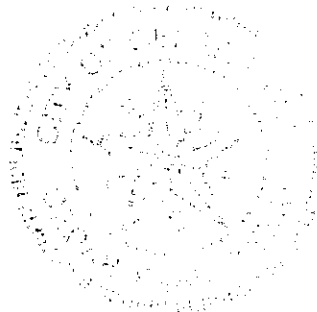
  
Robert S. Lemon, Mayor

ATTEST:

  
LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:

  
Charles W. Rowland, City Attorney



**Renewal of annual contract # 10WCA064 Backup Generator Maintenance for Williamson County  
Commissioners Court - Regular Session**

**Date:** 01/19/2010  
**Submitted By:** Kerstin Hancock, Purchasing  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Consider re-awarding existing contract for Backup Generator Maintenance to Allegiance Power Systems, Inc. for contract period beginning March 10, 2010 through March 09, 2011.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Link: [Re-award contract # 10WCA064 Backup Generator Maintenance for Williamson County](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	01/13/2010 09:00 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	01/14/2010 11:33 AM	APRV

Form Started By: Kerstin Hancock  
 Started On: 01/11/2010 04:04 PM  
 Final Approval Date: 01/14/2010



ALLEGIANCE  
POWER SYSTEMS, INC.

January 8, 2009

Williamson County Purchasing Department  
Attn: Kerstin Hancock  
301 SE Inner Loop - Suite 106  
Georgetown, TX 78626

RE: Renewal - Backup Generator Maintenance for Williamson County 10WCA064

Ms. Hancock:

This letter is to inform Williamson County that Allegiance Power Systems wishes to renew our current Backup Generator Maintenance contract at the same pricing, terms and conditions as the existing contract.

The renewal will be for the contract period beginning March 10, 2010 through March 09, 2011.

Sincerely,

Mynde L. Smith  
President

## sole sourcing support and maintenance for various software products Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Kerstin Hancock, Purchasing  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider designating various companies as sole source provider for software maintenance and support - complete list attached

#### Background

The Purchasing Department has been working with the ITS Department in reviewing agreements for software maintenance and support. The listed providers represent sole source providers for maintenance and support only. Supporting documentation is included as an attachment. Please contact Bob Space at X33553 with any questions.

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [sole source software maintenance and support](#)

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	01/13/2010 08:54 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	01/14/2010 11:33 AM	APRV
Form Started By: Kerstin Hancock			Started On: 01/12/2010 03:24 PM	
Final Approval Date: 01/14/2010				

Sole providers for support and maintenance for various software programs

Company	Software Program
Access Data	Forensic Toolkit/Ultimate Toolkit
Activant	LaserCat System
Active Network	Class Software
CCG Systems, Inc.	Faster Fleet Software
Edoc Technologies	County Govt. Software (JP applications)
Enable Point	False Alarm Billing Software
Fiserv	Unclaimed Property Reporting Software (Tracker)
Kronos	Timekeeping Workforce Employee V5 Software
Manatron	Anthem/Agenda Link Software
Micromain	Micromain XM TM Enterprise for SQL Server
MicroTel	Microcall
MKS, Inc.	Toolkit Developer
Petpoint	Animal Management Software
SOE Software	Clarity Control and Clarity Training
Vertex	Payroll Tax Q Solutions
Vista Solutions Group	Visiflow Software
Yellowfish	Revelation Helpdesk Software



AccessData

December 16, 2008

Attention: Kerstin Hancock  
Williamson County Sheriff's Office

To whom it may concern,

AccessData is the sole manufacturer of all AccessData software, which includes FTK (Forensic Toolkit), Registry Viewer, Password Recovery Toolkit and Distributed Network Attack and training. AccessData is also the sole provider for support and maintenance for all of our software. The product UTK (Ultimate Toolkit) has been replaced by FTK and is no longer a part of our forensic tool suite.

If you have any further questions, please contact me or visit our website at [www.accessdata.com](http://www.accessdata.com). I look forward to serving and supporting you.

Sincerely,

Tatia Kindred  
AccessData Corporation  
Regional Account Manager – Public Sector  
Tel: (801) 377-5410 Ext. 814  
Cell: (801) 372-6535  
Fax: (801) 765-4370  
[tkindred@accessdata.com](mailto:tkindred@accessdata.com)  
[www.accessdata.com](http://www.accessdata.com)



**ACTIVANT™**

January 19, 2009

Williamson County Unified System  
3151 Southeast Inner Loop – Ste B  
Georgetown, TX 78626 – 6343

Dear valued customer:

Activant Solutions Inc. is the sole provider of maintenance, support and data services due to our proprietary licensing of the LaserCat system.

Regards,

Greg Allen  
Sr. Operations Manager  
Activant Solutions Inc  
Automotive Division

[www.activant.com](http://www.activant.com)



The Active Network Ltd.  
6400 Roberts St. Suite 160 | Burnaby BC | V5G 4C9  
Tel: 604.438.7361 | Fax: 604.432.9708

Kerstin Hancock  
Purchasing Specialist  
Williamson County Purchasing Department  
301 SE Inner Loop, Ste 106  
Georgetown, TX 78626

Dear Kerstin,

The Active Network, Inc. is the sole provider of Class Software and is the only company that can provide support and maintenance. The Active Network is the leading provider of technology applications and marketing access for community service organizations worldwide.

Active provides both Application and Marketing services, as:

**1. Application Services**

- Automates information collection, activity registration, facility reservation, membership & fundraising management.
- Help organizations increase efficiency, while reducing cost and complexity of managing community activities & fundraising events.
- Offers consumer resources: online sports, activity calendars, hosted team Web sites, active lifestyle membership programs, and community tools.

**2. Marketing Services**

- Offers integrated online & field marketing campaigns, helping consumer products companies reach active consumers.
- Because of its unique access to event and activity organizers, combined with its own base of users, Active delivers highly targeted marketing campaigns to active consumers.

Sincerely,

Jane Van Sickle  
Senior Account Manager - Active Communities  
Active Network, Ltd.



December 23, 2008

Williamson County  
3151 S.E. Innerloop  
Georgetown, TX 78626

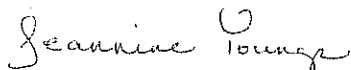
To Whom It May Concern:

The FASTER Fleet Software System that is being utilized in the Fleet Services Division of Williamson County is the sole property of CCG Systems, Inc. Williamson County has purchased a license to utilize our software and maintains an annual support services contract for the FASTER software.

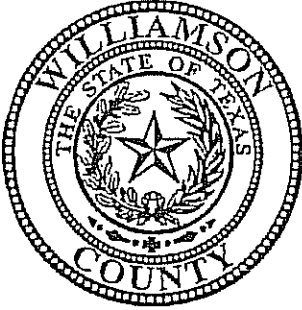
CCG Systems, Inc. as owner of the software, maintains, develops, markets and supports the software in a sole capacity. All services and functions relating to the software are offered and can be arranged through the Norfolk, VA office.

Nina McCoy, President, or Jeannine Youngs, CFO, can answer any questions or provide further information about FASTER or CCG Systems, Inc. services. Please feel free to contact us.

Sincerely,



Jeannine Youngs  
CFO



WILLIAMSON COUNTY  
 PURCHASING DEPARTMENT  
 301 SE INNER LOOP - SUITE 106  
 GEORGETOWN, TEXAS 78626  
<http://wcpportals.wilco.org/Procurement/>

SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Michelle Haas, who after being duly sworn on oath stated the following:

My name is Michelle Haas. My title is CEO.  
 I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003. Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

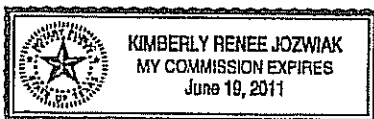
I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Edoc Technologies' county gov't software. I am the sole-source supplier of this item because: software is owned and licensed by Edoc Technologies, Inc. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 23rd day of December, 2008.

Michelle Haas  
 [Signature]

Michelle Haas, CEO  
 [Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on the 23rd of Dec, 2008, by Michelle Haas.



Kimberly Jozwiak  
 Notary Public, State of Texas  
 My Commission expires on June 19, 2011

**From:** Frank A Farren WHQ FA [frank@falsealarmssoftware.com]  
**Sent:** Wednesday, December 17, 2008 10:12 AM  
**To:** Kerstin Hancock  
**Subject:** RE: False Alarm Reporting Software for Law Enforcement - sole source?

Kerstin,

Yes our company is the sole author, developer, trainer, and support for the false alarm billing (FAB) product. There is no other source qualified to perform training, support, or maintenance on our product.

Thank you

Frank Farren  
President  
EnablePoint  
Direct Line 734-634-1576



December 12, 2008

To whom it may concern:

The TRACKER Unclaimed Property Reporting software program (TRACKER) is the proprietary property of Fiserv Insurance Solutions, Inc. The TRACKER program, which was internally developed, is licensed to our clients under a perpetual license agreement that remains in effect as long as all underlying terms and conditions are met by the Licensee. Fiserv Insurance Solutions, Inc. is the only organization that can support and maintain the TRACKER license that Williamson County acquired the right to use. All technical and customer support is administered by Fiserv Insurance Solutions, Inc. and its employees.

If you have any further questions, please feel free to contact us at 1-800-373-3366 and ask for your Account Representative, Andy Anton.

Regards,

A handwritten signature in black ink, appearing to read 'Deborah Beauchamp', written over a horizontal line.

Deborah Beauchamp  
Fiserv Insurance Solutions, Inc  
Vice President Compliance Solutions

A handwritten signature in black ink, appearing to read 'Jim Kiekhoefer', written over a horizontal line.

Jim Kiekhoefer  
Fiserv Insurance Solutions, Inc  
TRACKER Product Manager



Law Department  
297 Billerica Road  
Chelmsford, Massachusetts 01824

(978) 250-9000  
Fax (978) 256-3222  
www.kronos.com

January 5, 2009

State of Texas  
Williamson County  
Purchasing Department  
301 SE Inner Loop - Suite 106  
Georgetown, Texas 78626

To Whom It May Concern:

This letter is to confirm that Kronos® equipment and software is sold and serviced only through Kronos district offices or Kronos authorized dealers.

Kronos' authorized seller and maintenance provider of Kronos equipment in Texas are the following Kronos district offices:

600 East Las Colinas Blvd.  
Suite 1700  
Irving, TX 75039

1225 North Loop West  
Suite 700  
Houston, TX 77008

111 Congress Avenue  
Suite 408  
Austin, TX 78701

Please call me if I can be of any further assistance in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Alyce Moore".

Alyce Moore  
Vice President, General Counsel

## Kerstin Hancock

---

**To:** Ursula Stone  
**Subject:** RE: Kronos - TXMAS contract

**From:** Wolfe, Eric [mailto:Eric.Wolfe@Kronos.com]  
**Sent:** Tuesday, December 15, 2009 2:08 PM  
**To:** Ursula Stone  
**Subject:** RE: Kronos - TXMAS contract

Ursula. We do not utilize distributors or outsource any of our support.

**Eric Wolfe**  
eMail: [eric.wolfe@kronos.com](mailto:eric.wolfe@kronos.com)  
Direct: (512) 487-5786  
Fax: (877) 806-8521  
[www.kronos.com](http://www.kronos.com)



TIME & ATTENDANCE

SCHEDULING

ABSENCE MANAGEMENT

HR & PAYROLL

HIRING

LABOR ANALYTICS

**From:** Ursula Stone [mailto:UStone@wilco.org]  
**Sent:** Tuesday, December 15, 2009 10:39 AM  
**To:** Wolfe, Eric  
**Cc:** Jonathan Harris  
**Subject:** RE: Kronos - TXMAS contract

Good Morning Eric,

Can you provide us with a list of Kronos distributors? We also need to know if any of them handle Support Services.

Thank you.

*Ursula Stone*  
Purchasing Assistant  
Williamson County Purchasing Dept.  
Phone: 512-943-1553  
Fax: 512-943-1575  
[ustone@wilco.org](mailto:ustone@wilco.org)



December 16, 2008

Kerstin Hancock  
Purchasing Agent  
Williamson County  
301 S. E. Inner Loop, Suite 106  
Georgetown, TX 78626

Re: Sole Source Statement

Dear Kerstin,

On behalf of Manatron, Inc., I wish to thank Williamson County for its continuing use of Manatron's suite of records management software and services.

Manatron's Anthem suite of records management and imaging software is currently deployed in the Williamson County Clerk's office. Included within this suite are specific modules for:

- Official Public Records (OPR)
- Internet Public Access
- Vitals for Birth and Death
- Vitals TER Interface
- Marriage Licenses
- Automated Indexing (aiIndex)
- eRecording
- AgendaLink (Shared by County Clerk and Judges Administrative Office)

Other integrated Anthem modules that are currently available (or soon to be available) in Texas but not licensed by the County include:

- Automated Redaction (aiRedact)
- Advanced Backfile

Manatron utilizes a proprietary integration program to tightly integrate workflow processing within Anthem under a common user interface. Support of these integrated components is available only through Manatron to Williamson County on a sole source basis. Enhancements and augmentation to the core software or its integration components may only be obtained from Manatron on a sole source basis. Manatron does not support authorized distributor or dealership programs, and supports the end users of its product directly.

Under the Manatron's License and Support Agreement the County is entitled to on-going software enhancements which include periodic generation upgrades. Generation upgrades allow our customers to modernize their software investment by migrating the underlying architecture of like modules to current software standards and capabilities. Our latest generation, A2, is the successor to the Anthem platform.

# MANATRON

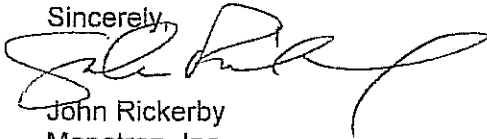
In addition, Manatron offers a menu of specialized services that utilize intellectual property and domain knowledge to access Anthem and A2 software modules and program code. These services are designed to address the specific needs of our customers and include:

- Utilization consulting and training
- Data conversion & utilities
- Database normalization
- Online indexing and scanning
- Export & film archival services
- Redaction processing
- System hosting
- Disaster recovery
- IT technical & support services

Under the terms of our existing agreements, phased and integrated conversion services involving record digitization, indexing, database access, data load, and anthem reporting can only be obtained through Manatron on a sole source basis.

If there are any questions on any of these software systems or services, I can be reached at 972.839.7415 or by email at [john.rickerby@manatron.com](mailto:john.rickerby@manatron.com). Thank you again for the opportunity to serve Williamson County.

Sincerely,



John Rickerby  
Manatron, Inc.  
Records Management Division





## Statement Regarding Sole Source Status

MicroMain Corporation (EIN 74-2595851) is the Developer and Distributor of the following products:

MicroMain XM™	
MicroMain XM™ Enterprise for SQL Server	xmKTRAK™
xmEXEC™	xmKTRAK™ Enterprise for SQL Server
xmEXEC™ Enterprise for SQL Server	xmMOBILE™
xmI TRAK™	xmMOBILE™ Enterprise for SQL Server
xmI TRAK™ Enterprise for SQL Server	xmTTRAK™
xmLABOR™	xmTTRAK™ Enterprise for SQL Server
xmLABOR™ Enterprise for SQL Server	xmWEB™

MicroMain FM™	MicroMain FM PowerTools™
MicroMain FM™ Enterprise for SQL Server	MicroMain FM PowerTools™ for SQL Server

MicroMain CM™	
MicroMain CM™ Enterprise for SQL Server	

MicroMain Corporation is the sole distributor of these software products in the United States of America.

The MicroMain FM products are the only Commercial off-the-shelf CAFM products on the market designed to work with MICROMAIN XM.

The MicroMain CM products are the only Commercial off-the-shelf CPAM products on the market designed to work with MICROMAIN XM.

Please call 888-888-1600 or 512-328-3235 if you have any questions.

5100 Bee Caves Road, Austin, Texas 78746-5221  
 888-888-1600 • Tech Support: 888-888-1300  
 Direct: 512-328-3235 • Fax: 512-328-5942 • [www.micromain.com](http://www.micromain.com)



Williamson County  
350 Discovery Blvd  
Cedar Park, Texas 78613

Dear Williamson County,

Please accept this letter as confirmation that Micro-Tel, Inc. is the sole source provider for the Microcall Call Accounting systems as well as for providing updates and technical support agreements for the systems.

If you have any questions, please feel free to contact me.

Thank you,

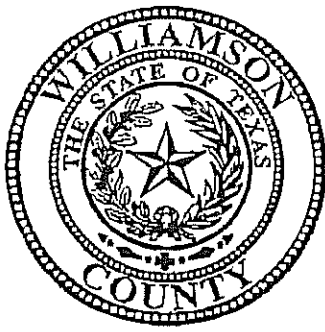
Kim Lape  
Micro-Tel, Inc.  
800-622-2285  
kim\_lape@microcall.com

Hello,

This email is to confirm the details of the support/maintenance contract for your MKS Toolkit license. Every MKS Toolkit license is sold bundled with a one year Preferred Customer Subscription (or "PCS" - support and update service). After that initial year you will be given the choice to renew PCS or let it lapse. Once PCS lapses you have 30 days to renew at the standard PCS renewal price without penalty. After 30 days, and for up to 2 years after it lapses, you can purchase an update at a higher price, which will reactivate PCS on your license(s) for another year. If PCS has lapsed for more than 2 years, and you have not reactivated, you will need to replace the old copy with a new license(s) if you wish to begin receiving updated software , patches or technical support. Please note that MKS is the only supplier to offer support/maintenance for the MKS Toolkit product. This service cannot be provided by a 3rd party.

Thank you,  
Kelly Gifford

Kelly Gifford  
MKS, Inc  
13701 Fair Lakes Circle, Suite 350, Fairfax, VA 22033  
P - 703-993-8888; 800-857-8884  
F - 703-993-8884



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626  
<http://wcpportals.wilco.org/Procurement/>

SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared 1/12/2010, who after being duly sworn on oath stated the following:

My name is BRAD GRUCESKI. My title is DIRECTOR OF SOFTWARE DELIVERY.  
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003. Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: PERPOINT SUPPORT & MAINTENANCE. I am the sole-source supplier of this item because: WE - PATHHEALTH SOFTWARE SOLUTIONS - ARE THE MANUFACTURER OF PERPOINT ITSELF. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

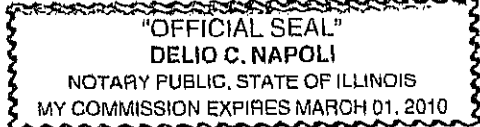
IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 12th day of JANUARY, ~~2009~~ 2010

[Signature]  
[Signature]

BRAD GRUCESKI - DIRECTOR OF SOFTWARE DELIVERY  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on January 12, 2010 by 2009

[Signature]  
Notary Public  
State of \_\_\_\_\_  
My Commission expires on \_\_\_\_\_



SOE SOFTWARE

December 11, 2008

Kerstin Hancock  
Purchasing Specialist  
Williamson County Purchasing Department  
301 SE Inner Loop, Ste 106  
Georgetown, TX 78626

Kerstin,

SOE Software is the exclusive provider of both the Clarity CONTROL and Clarity TRAINING applications purchased by Williamson County. Therefore each application is eligible for Sole Source procurement.

Sincerely,



Marc Fratello  
C.E.O.  
SOE Software  
1408 N West Shore Blvd., Ste 400  
Tampa, FL 33607  
(813) 490-7140





1/15/09

Kerstin Hancock  
Williamson County Purchasing Department  
301 SE Inner Loop, Ste 106  
Georgetown, TX 78626

Dear Kerstin:

Please accept this letter as confirmation that Vertex, Inc. in Berwyn, Pennsylvania is the sole provider of it's software and support services.

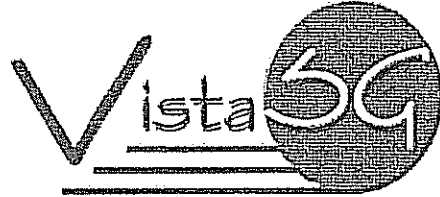
Please contact us if you have any questions.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Scotti".

Mike Scotti  
Credit Manager



Simplify Your Work...FLOW  
708 S. Austin Avenue, Suite 201  
Georgetown, TX 78626

December 5, 2008

Ms. Kirsten Hancock  
Purchasing Specialist  
Williamson County Purchasing Department  
301 S.E. Inner Loop, Suite 106  
Georgetown, Texas 78626  
Houston, TX 77002

Dear Ms. Hancock:

You have requested that I provide to you an explanation of the support services that are currently available for the VisiFLOW/VistaSG imaging software solution that is installed at the Williamson County Auditor's Office.

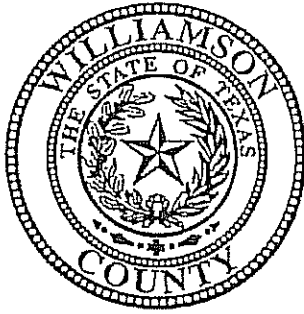
The Williamson County Auditor's Office purchased a customized version of the VisiFLOW/VistaSG electronic document imaging and workflow toolset from Hart Intercivic several years ago. The VisiFLOW software was created and is owned by the Exigen Group, San Francisco, CA. Exigen sells their software through the independent VAR (Value Added Reseller) market for the Public Sector. (Cities, counties, state and local government). Their distribution network is territorialized by market segments and by geographical areas.

Hart Intercivic has ended its VAR relationship with Exigen. Currently, Vista Solutions Group, is the only VAR within Texas that is associated with Exigen and can support the custom programming and VisiFLOW software.

VistaSG will provide continuous support and maintenance for your Department. Thank you for the opportunity to work with your Audit Department.

Sincerely,

Mimi E. Boyington  
Chief Financial Officer



WILLIAMSON COUNTY  
 PURCHASING DEPARTMENT  
 301 SE INNER LOOP - SUITE 106  
 GEORGETOWN, TEXAS 78626  
<http://wcportals.wilco.org/Procurement/>

SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
 COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Lori Blackman, who after being duly sworn on oath stated the following:

My name is Lori Blackman. My title is Member.  
 I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003. Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Revelation Helpdesk in associated  
 I am the sole-source supplier of this item because: we do not have any <sup>supplier</sup>  
U.S. resellers. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 23 day of Dec, 2008.

Lori Blackman  
 [Signature]

Lori Blackman Member  
 [Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 23 Dec, 2008, by \_\_\_\_\_

Fadi Farah  
 Notary Public  
 State of CA  
 My Commission expires on 11/02/2010



**Kerstin Hancock**

---

**From:** Michael Ferro [MFerro@synergyonline.com]  
**Sent:** Monday, December 22, 2008 2:15 PM  
**To:** Kerstin Hancock  
**Subject:** RE: Sole Source Information

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**From:** Michael Ferro [mailto:MFerro@synergyonline.com]  
**Sent:** Monday, December 22, 2008 12:50 PM  
**To:** Kerstin Hancock  
**Subject:** Re: Sole Source Information

Kerstin,

In regards to Revelation support and maintenance, Yellowfish Software is the only provider for this.

Regards,  
Mike Ferro

**Yellowfish Software Helpdesk Support**

Call 1-203-222-5240

Email [support@yellowfishsoftware.com](mailto:support@yellowfishsoftware.com)

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**CONFIDENTIALITY NOTICE**

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

## LEASE APPROXIMATELY 162.7 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS

### Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Patrick Strittmatter  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider awarding proposals received to LEASE APPROXIMATELY 162.7 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, PROPOSAL NUMBER: 10WCP903, to the overall best proposal meeting specifications, Mr. John W. Noren.

##### Background

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Land Lease Contract](#)

Link: [Proposal Tab, Roznovak Withdrawal](#)

#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 01/13/2010 10:02 AM  
 Final Approval Date: 01/14/2010

**FARM LEASE**

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and John W. Noren, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 159.0 acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

**ARTICLE 1: TERM OF LEASE**

**Commencement Date:**    January 19, 2010

**Termination Date:**     December 31, 2010

**Initial Lease Period:**   January 19, 2010 to December 31, 2010

**Extensions:** If Lessee wishes to extend this Lease beyond the Initial Lease Period or any extended lease period thereafter, if any, Lessee must notify Lessor, in writing, before the Termination Date of the Initial Lease Period and on or before the last day of any extended lease period of its request to extend the Lease for an additional lease period. Upon receiving Lessee's request to extend the Lease, the Williamson

County Commissioners Court shall have the sole right to either accept or deny Lessee's request to extend the Lease. Lessor reserves the right to extend this Lease or deny a request to extend this Lease as it deems in the best interest of Williamson County. Any such lease extensions will be in twelve (12) month increments beginning on January 1<sup>st</sup> and terminating on December 31<sup>st</sup> of each extended period, with the terms, covenants and conditions of this Lease remaining the same for any extension. This Lease may only be extended for up to three (3) separate extended periods of twelve (12) months each following the Initial Lease Period.

## **ARTICLE 2: RENT; PAYMENT OF RENT**

### **A. Rent:**

- 1. Rent for the Initial Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of FORTY FIVE DOLLARS (\$45.00) per acre for the Initial Lease Period. Due to the Commencement Date beginning on a date other than January 1, 2010, the Initial Lease Period does not total 12 months/365 days. Thus, Lessee shall only be required to pay for a portion of the entire year as opposed to being required to pay for an entire 12 month period. The total amount due for the Initial Lease Period shall be Six Thousand Eighty Two and 22/100 Dollars (\$6,782.22) (Total Number of Leased Days During Initial Lease Period is 346 days or 94.79% of the total days in the calendar year of 2010: \$7,155.00 (Total lease amount for an entire 12 month Initial Lease Period) x 94.79% = \$6,782.22). This proration for the Initial Lease Period will not apply to any future Twelve Month Extended Lease Periods, if any.

2. **Rent for each Twelve (12) Month Extended Lease Period following the Initial**

**Lease Period:** If Lessor agrees to extend the Lease for an additional twelve (12) month extended lease period following the Initial Lease Period, Lessee agrees to pay to Lessor, as rent for the Premises, the same amount per acre for each twelve (12) month extended lease period as the Lessee agreed to pay for the Initial Lease Period.

**B. Payment of Rent:** The payment of the total rental amount for the Initial Lease Period and any twelve (12) month extended lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before November 7<sup>th</sup> of each such period.

**C. Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

### **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

#### **ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

#### **ARTICLE 5: USE OF PREMISES**

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

#### **ARTICLE 6: UTILITIES**

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease or any extension thereof, including any costs of installation and connection fees.

#### **ARTICLE 7: LESSEE'S COVENANTS**

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease and any extension thereof.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease or any extension of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease or any extension thereof is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental



amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease term or extension.

### **ARTICLE 8: LESSOR'S COVENANTS**

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease or any extension thereof, subject to the termination rights set forth herein.

### **ARTICLE 9: INDEMNIFICATION & INSURANCE**

**A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

**B. Insurance:** In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease

and any extension thereof, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease and any extension thereof, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

## **ARTICLE 10: DEFAULTS BY LESSEE**

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10<sup>th</sup>) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day

period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

#### **ARTICLE 11: DEFAULTS BY LESSOR**

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### **ARTICLE 12: VOLUNTARY TERMINATION**

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease term or extension.

**ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE**

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

**ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease and any extension thereof, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

**ARTICLE 15: RIGHT TO SELL**

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease or any extension thereof. If during the term of this Lease or any extension thereof, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than sixty (60) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

## **ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE**

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

## **ARTICLE 17: LIMITATIONS OF WARRANTIES**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY**

CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### **ARTICLE 18: CONDEMNATION**

If during the term of this Lease or any extension thereof, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments

made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### **ARTICLE 19: MISCELLANEOUS PROVISIONS**

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is



determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

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

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

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

LESSEE: John W. Noren  
3711 County Road 100  
Hutto, Texas 78634  
Telephone: (512) 846-4741  
Fax: (512) 846-4741

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this

Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Lessor:**

Williamson County, Texas

By: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**Lessee:**

By: John W. Noren

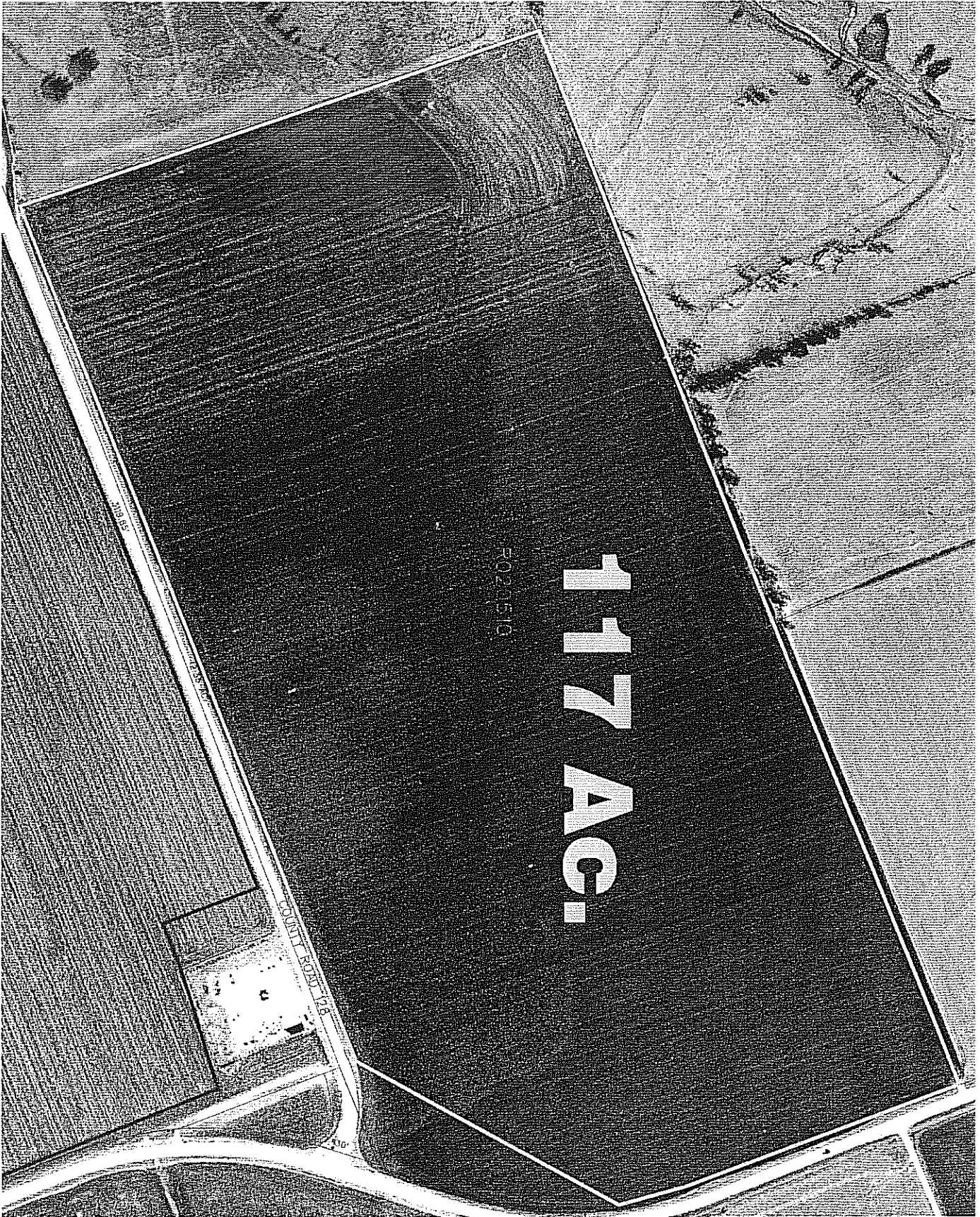
Printed Name: John W. Noren

## **Exhibit "A"**

Being approximately 117 acres of land, more or less, in the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records, Williamson County, Texas; and

Three separate parcels (14.7 acres; 7.6 acres; and 23.4 acres) consisting of approximately 45.7 acres of land, more or less, SAVE AND EXCEPT 3.7 acres that are not farmable and that will not produce crops, out of that certain 123.23 acre tract of land out of the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 203, Page 232, Deed Records, Williamson County, Texas.

The total combined acreage of the tracts described above, which constitutes the Premises, is 159 acres, more or less. The boundaries of the acreage of the Premises is further described and depicted in the attached sketch, which is incorporated herein for all purposes.



**117 AC**

F021510

CONCRETE

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13.0



WILLIAMSON COUNTY  
PROPOSAL TABULATION

**\*\* LEASE APPROXIMATELY 162.7 ACRES OF AGRICULTURAL LAND  
NEAR HUTTO, TEXAS \*\***

December 30, 2009, 11:00am

PROPOSAL NUMBER: 10WCP903

**NAME OF PROPOSER**

1.	Jerry W. Roznovak	(Roznovak Farms)
2.	John W. Noren	(Noren Farms)
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**From:** Hal Hawes  
**Sent:** Monday, January 11, 2010 6:21 PM  
**To:** 'Ted Hejl'  
**Subject:** RE: Jerry Roznovak/Dennis and Nadine Johnson

Thanks Ted for checking in on that and letting me know something. We will consider his proposal on the 162 acre tract as being withdrawn. The City of Taylor tract is not being offered for lease of any kind. It was a small 18+/- acre tract. If the county chooses to lease it in the future, we will let you and Mr. Roznovak know. Thanks again.

Hal C. Hawes  
Assistant Williamson County Attorney  
405 M.L.K. Street, Box 7  
Georgetown, Texas 78626  
Phone: (512) 943-1111  
Fax: (512) 943-1431  
Email: [hhawes@wilco.org](mailto:hhawes@wilco.org)

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**From:** Ted Hejl [mailto:[ted@hejllawfirm.com](mailto:ted@hejllawfirm.com)]  
**Sent:** Monday, January 11, 2010 5:42 PM  
**To:** Hal Hawes  
**Subject:** RE: Jerry Roznovak/Dennis and Nadine Johnson

Hal, he is interested in his tract but has no problem in giving up the other tract. Let the smaller tract go if it helps. Also, he mentioned a tract in the City of Taylor he farmed before. What do you know about the Taylor tract? Ted

*Ted W. Hejl*  
Law Firm of Ted W. Hejl  
311 Talbot Street  
P. O. Box 192  
Taylor, Texas 76574  
512-365-6348  
512-365-2226 (fax)

## LEASE APPROXIMATELY 212 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS

### Commissioners Court - Regular Session

**Date:** 01/19/2010  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Patrick Strittmatter  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider awarding proposals received to LEASE APPROXIMATELY 212 ACRES OF AGRICULTURAL LAND NEAR HUTTO, TEXAS, PROPOSAL NUMBER: 10WCP902, to the overall best proposal meeting specifications, Mr. Jerry W. Roznovak.

##### Background

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [212 Acre Proposal Tab](#)

Link: [Roznovak Signed Contract](#)

#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 01/13/2010 11:47 AM  
 Final Approval Date: 01/14/2010

WILLIAMSON COUNTY

PROPOSAL TABULATION

**\*\* LEASE APPROXIMATELY 212 ACRES OF AGRICULTURAL LAND  
NEAR HUTTO, TEXAS \*\***

December 30, 2009, 11:00am

PROPOSAL NUMBER: 10WCP902

**NAME OF PROPOSER**

1.	Dennis Johnson, Nadine Johnson, Jerry W. Roznovak
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**FARM LEASE**

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Jerry W. Roznovak, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 212 acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

**ARTICLE 1: TERM OF LEASE**

**Commencement Date:**    January 19, 2010

**Termination Date:**       December 31, 2010

**Initial Lease Period:**    January 19, 2010 to December 31, 2010

**Extensions:** If Lessee wishes to extend this Lease beyond the Initial Lease Period or any extended lease period thereafter, if any, Lessee must notify Lessor, in writing, before the Termination Date of the Initial Lease Period and on or before the last day of any extended lease period of its request to extend the Lease for an additional lease period. Upon receiving Lessee's request to extend the Lease, the Williamson

County Commissioners Court shall have the sole right to either accept or deny Lessee's request to extend the Lease. Lessor reserves the right to extend this Lease or deny a request to extend this Lease as it deems in the best interest of Williamson County. Any such lease extensions will be in twelve (12) month increments beginning on January 1<sup>st</sup> and terminating on December 31<sup>st</sup> of each extended period, with the terms, covenants and conditions of this Lease remaining the same for any extension. This Lease may only be extended for up to three (3) separate extended periods of twelve (12) months each following the Initial Lease Period.

## **ARTICLE 2: RENT; PAYMENT OF RENT**

### **A. Rent:**

- 1. Rent for the Initial Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of SEVENTY FIVE DOLLARS (\$75.00) per acre for the Initial Lease Period. Due to the Commencement Date beginning on a date other than January 1, 2010, the Initial Lease Period does not total 12 months/365 days. Thus, Lessee shall only be required to pay for a portion of the entire year as opposed to being required to pay for an entire 12 month period. The total amount due for the Initial Lease Period shall be FIFTEEN THOUSAND SEVENTY ONE and 61/100 Dollars (\$15,071.61) (Total Number of Leased Days During Initial Lease Period is 346 days or 94.79% of the total days in the calendar year of 2010: \$15,900.00 (Total lease amount for an entire 12 month Initial Lease Period) x 94.79% = \$15,071.61). This proration

for the Initial Lease Period will not apply to any future Twelve Month Extended Lease Periods, if any.

- 2. Rent for each Twelve (12) Month Extended Lease Period following the Initial Lease Period:** If Lessor agrees to extend the Lease for an additional twelve (12) month extended lease period following the Initial Lease Period, Lessee agrees to pay to Lessor, as rent for the Premises, the same amount per acre for each twelve (12) month extended lease period as the Lessee agreed to pay for the Initial Lease Period.
- 3. Payment of Rent:** The payment of the total rental amount for the Initial Lease Period and any twelve (12) month extended lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before November 7<sup>th</sup> of each such period.
- 4. Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

### **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's

property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

**ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

**ARTICLE 5: USE OF PREMISES**

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

**ARTICLE 6: UTILITIES**

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease or any extension thereof, including any costs of installation and connection fees.

## ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease and any extension thereof.
- B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original



condition provided that Lessee placed such improvements on the Premises during the term of this Lease or any extension of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease or any extension thereof is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and

all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease term or extension.

### **ARTICLE 8: LESSOR'S COVENANTS**

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease or any extension thereof, subject to the termination rights set forth herein.

### **ARTICLE 9: INDEMNIFICATION & INSURANCE**

**A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease and any extension thereof, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease and any extension thereof, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

## **ARTICLE 10: DEFAULTS BY LESSEE**

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10<sup>th</sup>) day after such

notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

#### **ARTICLE 11: DEFAULTS BY LESSOR**

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### **ARTICLE 12: VOLUNTARY TERMINATION**

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a

pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease term or extension.

**ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE**

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

**ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease and any extension thereof, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

**ARTICLE 15: RIGHT TO SELL**

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease or any extension thereof. If during the term of this Lease or any extension thereof, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than sixty (60) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

## **ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE**

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

## **ARTICLE 17: LIMITATIONS OF WARRANTIES**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE**

WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### **ARTICLE 18: CONDEMNATION**

If during the term of this Lease or any extension thereof, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time



within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### **ARTICLE 19: MISCELLANEOUS PROVISIONS**

- A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
- B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.
- C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
- D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced

in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

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

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

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

LESSEE: Jerry W. Roznovak  
3051 County Road 101  
Hutto, Texas 78634  
Telephone: (512) 352-6722

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this

Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Lessor:**

Williamson County, Texas

By: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**Lessee:**

By: J. W. Roznovak

Printed Name: Jerry W. Roznovak

## **Exhibit "A"**

Approximately 155.0 acres of land out of the certain 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas; and

Approximately 57.0 acres of land out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas.

The total combined acreage of the tracts described above, which constitutes the Premises, is 212 acres, more or less. The boundaries of the acreage of the Premises is further described and depicted in the attached sketch, which is incorporated herein for all purposes.



**Discuss real estate matters**  
**Commissioners Court - Regular Session**

**Date:** 01/19/2010  
**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 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 O'Connor Boulevard and 620 project.
  - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
  - g) Discuss proposed acquisition of property for proposed SH 29 project.

**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: 01/14/2010 08:37  
AM

Final Approval Date: 01/14/2010

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