

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 22ND, 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 – 13)

5. Discuss and consider approving a line item transfer for CCL#4

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-001107	Non Dept/Temp Salary	\$4,000	
From	0100-0409-002010	Non Dept/FICA	\$306	
To	0100-0429-001107	CCL#4/Temp Salary	\$4,000	
To	0100-0429-002010	CCL#4/FICA	\$306	

6. To discuss and take appropriate action on the approval of a Line Item Transfer for URS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-001100	Salaries	\$3,500.00	
TO	0200-0210-001102	Part Time Salaries	\$3,500.00	
FROM	0200-0210-005711	Heavy Equipment	\$25,000.00	
TO	0200-0210-003522	Concrete	\$25,000.00	
FROM	0200-0210-000777	Capitol Projects	\$510,000.00	
TO	0200-0210-003100	Concrete/Survey Eqpt. & Supp.	\$10,000.00	
TO	0200-0210-003544	Contract Hauling	\$150,000.00	
TO	0200-0210-003551	Base & Stabilizer	\$350,000.00	

7. Consider and take appropriate action on line item transfer for the Sheriffs Office:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0560-005700	Vehicles	3000.00	
To	0100-0560-004968	Care of Animals	3000.00	

8. Consider and approve waiving the penalty and interest to customer as requested by the Tax Assessor/Collector
9. To consider and approve confirming the appointment of Michael Carlson as Deputy Constable for Precinct One.
10. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction. (Complete list filed with official minutes)
11. Consider and take appropriate action on authorizing the transfer of various items to auction/donation and destruction
(Complete list filed with official minutes)
12. Request permission to accept donation of two rifles for the Special Mission Team at the Sheriff's Office.
13. Consider road closure for Fox Hallow Circle on July 4, 2010 from 9:00 a.m. until 10:00 a.m. for the Tonkawa Springs Neighborhood Parade.

REGULAR AGENDA

14. Discuss and take appropriate action regarding FY 2011 885 Fund Budget, FY 2011 Employer Contribution Rate and 11/1/10 Employee Contribution Rates.
15. Discuss and consider adopting salaries and other compensation for Elected Officials, authorize publication of notice as well as written notice to each Elected Official of his/her salary and other compensation to be included in the 2010-2011 budget.

16. Discuss and take appropriate action regarding employee compensation options for FY 2011.
17. Discuss and take appropriate action on longevity pay for affected County employees.
18. Discuss and take appropriate action on road bond program.
19. Discuss and consider approving Huitt~Zollars, Inc. Supplemental #2 to their CEI Services Professional Service Agreement (PSA).
20. Consideration and action with respect to "Third Supplemental Order to the Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program" and issuance of the Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010.
21. Consider authorizing County Judge to execute a Possession and Use Agreement with Robinson Land Limited Partnership, Robinson 1990 Land Limited Partnership, Robinson 1992 Land Limited Partnership, GER Land Partnership, Ltd. and Robinson Ranch regarding right-of-way on O'Connor Drive. (P127)
22. Discuss and take appropriate action on appointment to the Williamson County Conservation Foundation (WCCF) Adaptive Management Committee.
23. Discuss and take appropriate action on Work Authorization Request (styled WCCF #2) for SWCA Environmental Consultants for activities relating to services for the county's Regional Habitat Conservation Plan (RHCP).
24. Discuss and consider approving a contract with the Child Welfare Board for 2010-2011
25. Discuss and take appropriate action regarding requesting a portion of unclaimed capital credits from Texas Comptroller of Public Accounts and certification of purpose of the funds in compliance with Section 381.004 of the Texas Local Government Code.
26. Consider approving the 2011 renewal for the VINE (Victim Information & Notification Everyday) program.
27. Consider Suddenlink Communications as a sole source provider to the County for a dedicated, direct, fiber-optic connection to the internet on a high-availability network.
28. Consider awarding bids received for Guard Rail Materials to the low bid meeting specifications, Texas Corrugators, Inc.
29. Consider awarding bids received for Seal Coating to the low bid meeting specifications, Big Tex Paving, Inc.
30. Consider authorizing advertising and setting date of July 22, 2010 at 3:00 PM in Purchasing Department to receive proposals for Vehicle Insurance for Williamson County

31. Consider authorizing advertising and setting date of July 7, 2010 at 11:00am in the Purchasing Department to receive bids for Public Safety Mobile Hardware, bid number 10WC818.
32. Consider awarding Professional Services Agreement to Klotz Associates, Inc, for engineering services at the Southwest Regional Park-Splash pad project. With a not-to-exceed amount of \$5,800.00
33. Consider awarding Professional Services Agreement to Fugro Consultants, Inc, for construction materials testing and inspection services at the Southwest Regional Park-Splash pad project. With a not-to-exceed amount of \$30,985.50
34. Discuss and take appropriate action regarding Amendments/Additions to the 2010/2011 Budget Order.

EXECUTIVE SESSION

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

35. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - 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.

h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.

j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

- 36.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts (discussion and possible action)

- a) Status Update-Pending Cases or Claims
- b) Employment related matters

- 37.** Discuss and take appropriate action on real estate.

- 38.** Discuss and take appropriate action on pending or contemplated litigation.

- 39.** Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2010 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

LIT**Commissioners Court - Regular Session**

Date: 06/22/2010
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for CCL#4

Background

Ashlie,

As requested, here is the information for our budget request. I am an active member of the Army National Guard and will be deploying overseas for most of July. I am also the only Probate Auditor for the County. Therefore we are requesting a temporary employee to fill in during my absence.

Mrs. Zirkle recommended an hourly rate of \$22.73. This is based off of the entry level grade(27) and step(1) for the position.

We are petitioning the Commissioners Court to consider approving a LIT of \$4000 to pay the hourly rate of the individual to be hired. This figure is based off of 40 hours a week at \$22.73 an hour and for the duration of July 1, 2010 to August 2, 2010.

Please let me know if you need any additional information or if any further actions are needed on my part.

As always, I appreciate your assistance.

David Tristan Jr.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-001107	Non Dept/Temp Salary	\$4,000	
From	0100-0409-002010	Non Dept/FICA	\$306	

To	0100-0429-001107	CCL#4/Temp Salary	\$4,000	
To	0100-0429-002010	CCL#4/FICA	\$306	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie
Koenig

Started On: 06/15/2010 12:20
PM

Final Approval Date: 06/15/2010

To discuss and take appropriate action on the approval of a Line Item Transfer for URS

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Lydia Linden, Unified Road System
Submitted For: Bob Daigh
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on the approval of a Line Item Transfer for URS

Background

For the transfer into part time salaries we have had one part time employee scanning plats and plans for the Engineering Dept. The additional money will allow this work to continue until the end of the summer and have a digital file of most of our subdivision records. This transfer will still allow us to have enough money in Salaries for the remainder of the year due to vacancies.

The other transfers are to cover expenses for continued work on current and up-coming projects on roadways through-out the County

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-001100	Salaries	\$3,500.00	
TO	0200-0210-001102	Part Time Salaries	\$3,500.00	
FROM	0200-0210-005711	Heavy Equipment	\$25,000.00	
TO	0200-0210-003522	Concrete	\$25,000.00	
FROM	0200-0210-000777	Capitol Projects	\$510,000.00	
TO	0200-0210-003100	Concrete/Survey Eqpt. & Supp.	\$10,000.00	
TO	0200-0210-003544	Contract Hauling	\$150,000.00	
TO	0200-0210-003551	Base & Stabilizer	\$350,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lydia Linden Started On: 06/17/2010 10:35 AM
 Final Approval Date: 06/17/2010

Line Item Transfer for SO Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on line item transfer for the Sheriffs Office:

Background

Seven horses were seized and this is to cover vet care and hospital-stall. The money being used is a result of obtaining favorable pricing on this years' fleet purchases.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0560-005700	Vehicles	3000.00	
To	0100-0560-004968	Care of Animals	3000.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Deborah Wolf Started On: 06/16/2010 10:01 AM
Final Approval Date: 06/16/2010

Consider waiving penalty and interest to customer as requested by the Tax Assessor/Collector

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider and approve waiving the penalty and interest to customer as requested by the Tax Assessor/Collector

Background

In accordance with Section 33.011 of the Texas Property Tax Code "The Governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax is an act or omission of any officer, employee, or agent of the taxing unit of the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Waiver of P&I Jun 15 2010](#)

Form Routing/Status

Form Started By: Kathryn Morehouse
 Started On: 06/15/2010 12:22 PM
 Final Approval Date: 06/16/2010

Waiver Requests for 2009 Penalty & Interest

June 18, 2010

[illegible]

To consider and approve confirming the appointment of Michael Carlson as Deputy Constable for Precinct One.

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Robert Woodring, Constable Pct. #1
Submitted For: Robert Chody
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

To consider and approve confirming the appointment of Michael Carlson as Deputy Constable for Precinct One.

Background

Michael Carlson Has over 30 years experance in Law Enforcement with the Austin Police and Williamson County Sheriffs Office.

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: Robert Woodring
 Started On: 06/17/2010 10:42 AM
 Final Approval Date: 06/17/2010

Consent Agenda

Commissioners Court - Regular Session

Date: 06/22/2010
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 through inter-office transfer to County departments and/or auction/donation/destruction.
(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	06/11/2010 04:16 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	06/14/2010 10:02 AM	APRV
5	Purchasing (Originator)	Bob Space	06/16/2010 12:40 PM	APRV
Form Started By: Ursula Stone			Started On: 06/09/2010 09:27 AM	
Final Approval Date: 06/16/2010				

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	* Please see attached	list		

Parties involved:**FROM** (Transferor Department):

Q.P.#1 (451)

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

Print Name

Print Name

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:**

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 _____

3 blue chairs

20 green chairs

12 wooden chairs

7 white chairs

4 tan chairs

17 red chairs

26 black chairs

3 ~~file cabinets~~ storage cabinets

2 book cases

10 brown wooden desks

6 tables

1 printer stand

1 IBM Wheelwriter 5 typewriter, serial # unknown

3 Lathem time clocks

serial #s U-105148

U-105149

U-106272

2 Garrett metal detectors

Serial #s 97095685

97095983

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
32	Through the wall A/C units, Model PTAC09B-208	See Attached Serial Number List		Working

Parties involved:**FROM** (Transferor Department): Building Maintenance**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**Joseph Latteo

Print Name

James Whetston

Print Name

Signature

6-2-2010

Date

512-943-1599

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Pallet #	Serial No.	Pallet #	Serial No.
1	2044370301139	3	2044500303521
	2045040304153		2044500303741
	2046380717911		2046380717887
	2044520303930		2045040304149
	2046380717702		2045430309205
	2045040304156		2045040304138
	2045430308730		2045040304150
	2045040304158		2045430309145
2	2045043034142	4	2046380717885
	2044500303211		2045430309208
	2044520303980		2044500303790
	2045040304147		2044500303674
	2044500303502		2046380717703
	2046380717952		2045040304154
	2045400303794		2044500303769
	2045430308732		2044500303783

Williamson County

Asset Status Change Form

Print Form

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

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

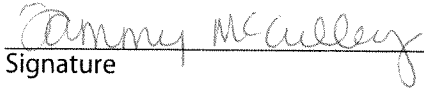
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell PowerEdge 2650 server	J6LTP51		Non-Working

Parties involved:**FROM** (Transferor Department): Technology Services
**Transferor - Elected Official/Department Head/
Authorized Staff:**

Tammy McCulley

Print Name



Signature

June 2, 2010

Date

Contact Person:

Tammy McCulley

Print Name

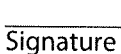
+1 (512) 943-1455

Phone Number

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

Print Name



Signature

June 2, 2010

Date

Contact Person:

Tony Hill

Print Name

+1 (512) 943-3314

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

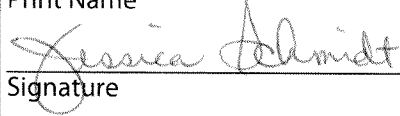
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Metal Ash Tray/Trash Can	None	None	
1	Metal Stand and Sign	None	None	
1	Hon Chair	MOH6GY (Model 7901 AQ)	None	Non-Working
1	Hon Chair	MJH6GY (Model 7901 AQ)	None	Working
1	Hon Chair	36EY7A	None	Working

Parties involved:**FROM** (Transferor Department): JP 4
**Transferor - Elected Official/Department Head/
Authorized Staff:**

Jessica Schmidt

Print Name



Signature

Contact Person:

Jessica Schmidt

Print Name

+1 (512) 352-4159

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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Forward to County Auditor's Office

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

Williamson County

Asset Status Change Form

[Print Form](#)
The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER 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 Inspiron 8600 with docking station, keyboard and mouse	Service Tag: J483F51	C00344	Working

Parties involved:
FROM (Transferor Department): Commissioner Precinct 3 (0213)

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

Terri Countess

Terri Countess

Print Name

Print Name



June 7, 2010

+1 (512) 943-3370

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction
Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Dimension 4550, keyboard and mouse	Serial #: C117F21	C00358	Working
1	Dell Monitor	No tags	No Tags	Working

Parties involved:**FROM** (Transferor Department): Commissioner Precinct 3 (0213)**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Rachel Rull

Rachel Rull

Print Name

Print Name

Signature

June 7, 2010

+1 (512) 943-3370

Date

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

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

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
4	blue armless rolling chair		working
2	grey armless rolling chair		working
1	black armless rolling chair		non-working
1	brown metal armless rolling chair		working

Parties involved:

FROM (Transferor Department): 492 Elections Dept

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

Print Name

Signature

Date

Contact Person:

Print Name
943-1630

Phone Number

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

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

Print Name

Signature

Date ____ / ____ / ____

Contact Person:

Print Name

Phone Number

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

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

by _____

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER 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	Bookcase			Good
1	Lateral file cabinet			Good
1	Small black file cabinet			Good
1	Small Round table			Good
1	Small end table			Good

Parties involved:
FROM (Transferor Department): Commissioner, Pet One
Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:
Mary Clark

Print Name

Mary Clark

Signature

7/8/10

Date

Mary Clark

Print Name

(512) 244-8610

Phone Number

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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Williamson County

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 ☐ 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	blue desk chair			GOOD

Parties involved:

FROM (Transferor Department): Commissioner, Pct 1

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	wooden 3-shelf bookcase			Working
1	RR/Auslin map with hanger			Working

Parties involved:

FROM (Transferor Department): JPI

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): 911 Addressing

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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 ☐ 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	Gray Legal File Cabinet			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Tony Hill

Print Name

Signature

Print Name

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Julie Kiley

Print Name

Signature

Michelle McMinn

Print Name

+1 (512) 943-1562

Date Phone Number

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

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	cubicle partitions			
1	brown, metal table			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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 ☐ 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	wooden 3-shelf bookcase			Working

Parties involved:

FROM (Transferor Department): JPI

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name

Signature

June 3, 2010

Date Phone Number

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Cherry Wood Bookcases			

Parties involved:**FROM** (Transferor Department): JP #1 (451)**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Bonnie Sims

Print Name

Print Name

Signature

Date Phone Number

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

Julie Kiley

Michelle McMinn

Print Name

Print Name

Signature

Date Phone Number

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Consent Agenda

Commissioners Court - Regular Session

Date: 06/22/2010
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 to auction/donation and destruction
 (Complete list filed with official minutes)

Background

Fiscal Impact

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

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	06/17/2010 09:39 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	06/17/2010 02:10 PM	APRV
Form Started By: Ursula Stone			Started On: 06/17/2010 09:05 AM	
Final Approval Date: 06/17/2010				

Williamson County

Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Tower		600883	working
1	Dell Tower CRF001	VHC36-DRX88-CWBVF	600664	?
2	Speakers	CN0JA909-716 Q3-71C-6495		working
1	Dell Keyboard	CN035KKW-38844-09B		?
1	Dell Monitor	MX02Y311-47605-44L		working

Parties involved:FROM (Transferor Department): County Court 1

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Suzanne Brooks

Print Name

Carmen Sanchez

Print Name

Signature [Signature]Date 512-943-1201

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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Williamson County

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☒ 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	Speaker	CN-0D3431-48220		working
1	Dell Keyboard	CN-04N454-37172-53N		working
1	Dell Monitor	CN-0Y4299-71618-54G		working
1	HP printer	No identifying numbers		?

Parties involved:FROM (Transferor Department): County Court 1**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**Suzanne BrooksCarmen Sanchez

Print Name

Print Name

[Signature]

Signature

512.943.1201

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Fax Machine + Users Guide	U61325L6J193549	None	Non-Working
1	IBM Typewriter	No Serial #	A108378	Non-Working
1	Box Empty File Folders	None	None	Working
5	Accordian File Folders	None	None	Working
1	Cassette Tape Player	None	None	Working

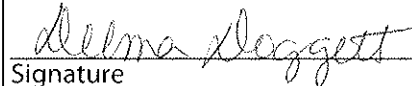
Parties involved:**FROM** (Transferor Department): JP2
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Delma Doggett

Delma Doggett

Print Name

Print Name



June 10, 2010

260-4218

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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 ☐ 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	Router	U40647A2V2	None	Non-Working
1	Earphones	None	None	Non-Working
1	Metal File/Index Card Holder	None	None	Working
2	File Holders	None	None	Working
1	Box of hanging file folders	None	None	Working

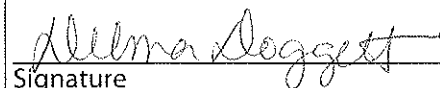
Parties involved:**FROM** (Transferor Department): JP2**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Delma Doggett

Delma Doggett

Print Name

Print Name



June 10, 2010

260-4218

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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 ☐ 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	Large 3 ring hole punch	None	None	Non-Working
61	Three Ring Binders	None	None	Working
2	Guest Chairs with arms	None	None	Working
1	Footstool	None	None	Working
2	Small Hole Punches	None	None	Working

Parties involved:**FROM** (Transferor Department): JP2
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Delma Doggett

Delma Doggett

Print Name

Print Name



June 10, 2010

260-4218

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Monthly Planner Whiteboard	None	None	Working
1	Heavy Duty Paper Trimmer	None	None	Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): JP2

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

Delma Doggett

Delma Doggett

Print Name

Print Name



June 10, 2010

Signature

Date

260-4218

Phone Number

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

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

Print Name

Print Name

Signature

Date

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Dell keyboards	SC-1000 Rew no:sn	no	working
1	mouse (Dell)	HCDS53306728	no	working
1	Dell monitor 2003	mx08G 15747 6053A 886 1c	no	working
1	monitor stand w/drawer	no:sn	no	working

Parties involved:

FROM (Transferor Department): C.I.T. - 5600 Law Enforcement

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Tony Marshall, Chief Deputy

Print Name

[Signature]

Signature

6-8-10

Date

Contact Person:

Patricia Amison

Print Name

512-943-1349

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Signature

Date

Print Name

Phone Number

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	filing cabinets - legal size, 4 drawers, dk gray	no sn	n/a	Working

Parties involved:

FROM (Transferor Department): 560 - ~~CRIME SCENE~~ COUNTY SHERIFF

Transferor - Elected Official/Department Head/

Authorized Staff:

LC MARSHALL

Print Name

LC Marshall

Signature

June 4, 2010

Date

Contact Person:

CARLOS CARDONA

Print Name

+1 (512) 943-1349

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
	See Attached List			

Parties involved:

FROM (Transferor Department):

Sheriff / EVIDENCE SECTION

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

L.C. MARSHALL

Print Name

Jennifer Smith

Signature

[Signature]

Date

6-11-10

Phone Number

(512) 943-1331

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

The Caring Place

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Rita Turner

Print Name

Rita Turner

Signature

N/A

Date

Phone Number

(512) 869-4735 x 231

* 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 _____

Case#	Item	Traq#	Disposition	Action Requested
09-07-00552	Samsung TV S/N 3CAX300072B	45876	awarded as county property per cause# 09-851-C277	DONATION to Caring Place in Georgetown
09-07-00552	HP Scanner G4010 S/N CN785A60XK	45882	awarded as county property per cause# 09-851-C277	DONATION to Caring Place in Georgetown

Accept Donation to SO Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Request permission to accept donation of two rifles for the Special Mission Team at the Sheriff's Office.

Background

On June 9, 2010, DG Security made a donation of two AR15 Rifles to the Sheriff's Office Special Mission Team. The weapons are DPMS AR15 with 20" barrel, serial number F007304 and DPMS AR15 with 20" barrell, serial number F007771. The rifles are valued at approximately \$750.00.

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: Deborah Wolf Started On: 06/14/2010 01:09 PM
Final Approval Date: 06/14/2010

Tonkawa Spring Parade

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Rachel Rull, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Consider road closure for Fox Hallow Circle on July 4, 2010 from 9:00 a.m. until 10:00 a.m. for the Tonkawa Springs Neighborhood Parade.

Background

Parade to begin at 9 a.m ending by 10 a.m. There will be a police escort to lead the children, parents, and pets on their bikes, trikes, wagons, and toy cars around Fox Hollow Circle. The parade will begin at the community park on Tonkawa Springs. This item has been through the road closure request process.

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: Rachel Rull Started On: 06/17/2010 11:24 AM
 Final Approval Date: 06/17/2010

**Discuss and take appropriate action regarding FY 2011 885 Fund Budget, FY 2011 Employer Contribution Rate and 11/1/10 Employee Contribution Rates.
Commissioners Court - Regular Session**

Date: 06/22/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding FY 2011 885 Fund Budget, FY 2011 Employer Contribution Rate and 11/1/10 Employee Contribution Rates.

Background

The Williamson County Benefits Committee has been working in conjunction with consultant, Eric Smith of Smith and Associates Consulting, to devise and recommend viable options for our self-funded health plan rates and plan design for FY 2011. Mr. Smith will be making a presentation to the Court and will be available for discussion on these issues.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Proposed Health Plan Design and Rates](#)

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 06/16/2010 09:28 PM
 Final Approval Date: 06/17/2010



WILLIAMSON COUNTY

Commissioners Court Meeting

June 22, 2010

WILLIAMSON COUNTY
Prospective Rate Projection
April 2010
18 Months

			PPO High	PPO Low	EPO/HMO	DENTAL	VISION	TOTALS
Paid Claims			\$5,088,042 +	\$124,087 +	\$5,130,381 +	\$837,352 +	\$283,056 =	\$11,179,862
Prescription Drugs			\$1,074,194 +	\$39,456 +	\$916,379 +	+	\$0 =	\$2,030,029
Stop Loss Reimbursements			(\$136,643) +	\$0 +	\$0 +	\$0 +	\$0 =	(\$136,643)
Plan Changes				\$0 +	\$0 +	\$0 +	\$0 =	\$0
TOTAL PAID CLAIMS:			\$6,025,593	\$163,543	\$6,046,760	\$837,352	\$283,056	\$13,073,248
Trend								
	Medical	12%	\$594,168 +	\$14,890 +	\$615,646 +	\$0 +	\$0 =	\$1,224,704
	Dental	12%	\$0 +	\$0 +	\$0 +	\$100,482 +	\$0 =	\$100,482
	RX	18%	\$193,355	\$7,102 +	\$164,948 +	\$0 +	\$0 =	\$365,405
CLAIMS SUMMARY:			\$6,813,116	\$185,536	\$6,827,354	\$937,834	\$283,056	\$14,763,840
Insurance Expense			\$327,266 +	\$230,298 +	\$48,484 +	\$0 +	\$0 =	\$606,048
Administrative Expense			\$670,706 +	\$471,978 +	\$99,364 +	\$44,816 +	\$15,896 =	\$1,302,760
TOTAL EXPENSE:			\$997,972	\$702,276	\$147,848	\$982,651	\$298,953	\$1,908,809
REQUIRED PREMIUM:			\$7,811,088 +	\$887,812 +	\$6,975,202 +	\$982,651 +	\$298,953 =	\$16,955,705
EXISTING PREMIUM:			\$7,084,828 +	\$1,386,159 +	\$5,085,370 +	\$981,024 +	\$308,286 =	\$14,845,667
NET CHANGE:			10%	-36%	37%	0%	-3%	14%

LARGE CLAIMANT INFORMATION

Based upon industry standard, we would expect a total of 3- 4 claimants over \$100,000 in any given plan year.

Plan Year	Claimants over \$100K	Total Paid
2006 / 2007	2	\$679,539
2007 / 2008	10	\$1,838,994
2008 / 2009	10	\$2,975,133*
2009 / 2010 YTD	7	\$1,252,165

*One claim was over \$1 million

RECOMMENDED PLAN CHANGES

- ⊙ Add \$50 Rx Deductible
- ⊙ Move Retail Rx to 30% Co-Insurance vs. Co-pay and add a Specialty Pharmacy Co-pay of \$125
- ⊙ Add separate Out of Pocket Maximum of \$1,250 for Rx
- ⊙ Remove Deductible Carry Over
- ⊙ Remove Out of network charges applying to Out of Pocket Maximums
- ⊙ Make Out of Pocket Maximum and Deductible to Match Plan Year

RECOMMENDED CHANGES CONT'D

- ⊙ Raise EPO Plan Out of Pocket Maximum to \$3,500 Individual and \$6,000 Family
- ⊙ Raise High Plan Out of Pocket Maximum to \$3,500 Individual and \$6,000 Family
- ⊙ Replace High Plan With New Core PPO Plan
- ⊙ Opt out of Mental Health Parity
- ⊙ Create Equity in rates between plans
- ⊙ Create Equity among Rate Tiers (i.e. employee vs. employee and spouse)

PLAN CHANGES DUE TO NEW FEDERAL LEGISLATION 2010 -2011

- ⊙ Removal of Pre-Existing Condition for children up age 19
- ⊙ Coverage for Married or Unmarried children up to age 26
- ⊙ Removal of Life Time Maximum Limit
- ⊙ Removal of Preventative Care Annual Maximum

Williamson County
November 1, 2010

Core PPO Plan

Deductible PPO Plan

EPO Plan

Plan Design Changes											
November 1, 2010 Effective Date											
		PPO High Plan	11/1/2010		Current	11/1/2010		Current	11/1/2010		
Benefits (In / Out of Network)		Plan Design	Plan Design		Plan Design	Plan Design		Plan Design	Plan Design		
		In Netwk/Out of Netwk	In Netwk/Out of Netwk		In Netwk/Out of Netwk	In Netwk/Out of Netwk		In Network	In Network		
Individual Deductible		\$750 / \$1,500	No Deductible		\$1,250 / \$2,500	No Change		\$300	No Change		
Family Deductible		\$2,250 / \$4,500	No Deductible		\$3,750 / \$7,500	No Change		\$900	No Change		
Coinsurance (eligible expenses)		10% / 40%	See Below		20% / 40%	No Change		10%	No Change		
Individual Out of Pocket		\$2,500 / \$10,000	\$3,500 (1)		\$3,000 (1)	No Change (1)		\$1,500	\$3,500		
Family Out of Pocket		\$7,500 / \$30,000	\$6,000 (1)		\$9,000 (1)	No Change (1)		\$4,500	\$6,000		
Hospital Services (eligible expenses)											
Deductible		\$750 / \$1,500	No Deductible		\$1,250 / \$2,500	No Change		\$150	\$300		
Coinsurance		10% / 40%	10% / 50%		20% / 40%	No Change		10%	10%		
Inpatient		deductible & coinsurance	10% / 50%		deductible & coinsurance	No Change		deductible & coinsurance	deductible & coinsurance		
Outpatient Surgery		deductible & coinsurance	10% / 50%		deductible & coinsurance	No Change		deductible & coinsurance	deductible & coinsurance		
Outpatient Diagnostic & Therapeutic Services		deductible & coinsurance	30% / 50%		deductible & coinsurance	No Change		deductible & coinsurance	deductible & coinsurance		
Emergency Room		\$225 copayment	30%		\$225 copayment	No Change		\$225 copayment	No Change		
Physician Services (eligible expenses)											
Physician Office Visits - Primary		\$25 copayment	30% / 50%		\$25 copayment	No Change		\$25 copayment	No Change		
Physician Office Visits - Specialist		\$40 copayment	30% / 50%		\$40 copayment	No Change		\$40 copayment	No Change		
Other Services (eligible expenses)											
Preventive Care - In Network only		No Copayment \$400 max	Covered at 100%		No Copayment \$400 max	Covered at 100%		\$25 PCP / \$40 Specialist	Covered at 100%		
Urgent Care Facility		\$40 copayment	30%		\$40 copayment	No Change		\$40 copayment	No Change		
Outpatient Diagnostic Services: Lab / Xray (in network only)		100% (deductible waived)	Covered at 100%		100% (deductible waived)	Covered at 100%		100% (deductible waived)	Covered at 100%		
Prescription Drug Copays											
Deductible		N/A	\$50		N/A	\$50		N/A	\$50		
Retail Pharmacy (30 days)		\$10/\$30/\$50	30% / 30% (2)		\$10/\$30/\$50	30% / 30% (2)		\$10/\$30/\$50	30% / 30% (2)		
Mail Order Pharmacy (90 days)		\$20/\$60/\$100	\$20 / \$70		\$20/\$60/\$100	\$20 / \$70		\$20/\$60/\$100	\$20 / \$70		
Specialty Drugs			\$125			\$125			\$125		

WILLIAMSON COUNTY RATE STRUCTURE

PPO Core Plan

	Census	Rate	County Contribution	Monthly EE Cost	Monthly Increase to EE
Employee	274	\$524.00	\$436.00	\$88.00	\$40.18
EE + Spouse	108	\$991.00	\$743.00	\$248.00	\$79.72
EE + Child(ren)	128	\$836.00	\$618.00	\$218.00	\$60.23
EE/Family	235	\$1,200.00	\$876.00	\$324.00	\$113.64
	745				

PPO Deductible Plan

Employee	72	\$460.00	\$436.00	\$24.00	\$5.80
EE + Spouse	13	\$867.00	\$743.00	\$124.00	\$13.80
EE + Child(ren)	15	\$731.00	\$618.00	\$113.00	\$12.83
EE/Family	21	\$1,047.00	\$876.00	\$171.00	\$20.73
	121				

EPO

Employee	238	\$631.00	\$436.00	\$195.00	\$120.73
EE + Spouse	64	\$1,194.00	\$743.00	\$451.00	\$162.27
EE + Child(ren)	72	\$1,005.00	\$618.00	\$387.00	\$116.31
EE/Family	149	\$1,442.00	\$876.00	\$566.00	\$205.09
	523				



ADDITIONAL TOPICS



HEALTH CARE CLINIC SERVICES

- ⦿ Primary Care visits at no cost to employee at time of service.
- ⦿ All Lab work done in clinic at no cost to employee.
- ⦿ Prescription Drugs dispensed through the clinic at no cost to employee.
- ⦿ Wellness and disease management performed through clinic.
- ⦿ Annual Health Risk Assessment performed by clinic personnel:
 - ⦿ Blood work – 30 different tests
 - ⦿ Height & Weight
 - ⦿ Blood Pressure Checks
 - ⦿ Each participant receives Risk Assessment
 - ⦿ Doctor will call high risk and medium risk members for visit to clinic to discuss Risk Assessment

HEALTH CARE CLINIC SERVICES CONT'

- ⦿ Office Visits will be for 20-30 minutes with doctor
- ⦿ Same day appointments in most cases
- ⦿ No waiting in office
- ⦿ Office staffed by MD and two nurses (minimum staffing levels)
- ⦿ Flexible hours determined by the County
- ⦿ Clinic charges a flat hourly rate for time (\$3,462 per day) only billed when clinic is open.
 - ⦿ Staff Time
 - ⦿ Risk Assessment
 - ⦿ Supplies and prescriptions are a pass through cost paid monthly
- ⦿ Ability to provide wellness visits to offset new laws.
- ⦿ Approximate annual cost is \$1 million

Discuss and consider adopting salaries and other compensation for Elected Officials, authorize publication of notice as well as written notice to each Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider adopting salaries and other compensation for Elected Officials, authorize publication of notice as well as written notice to each Elected Official of his/her salary and other compensation to be included in the 2010-2011 budget.

Background

Attached is a ten year historical summary of Williamson County Elected Officials Salaries from FY 2001 to FY 2010. The summary also includes the proposed FY 2011 Elected Officials salaries which reflect a 0% increase over FY 2010 salaries.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Elected Officials Salary History](#)

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 06/16/2010 10:05 PM
 Final Approval Date: 06/17/2010

Elected Officials Salaries - Proposed FY 2011

	Proposed																					
	2000-2001	%	2001-2002	%	2002-2003	%	2003-2004	%	2004-2005	%	2005-2006	%	2006-2007	%	2007-2008	%	2008-2009	%	2009-2010	%	2010-2011	%
County Judge	\$ 82,950.00	2.50%	\$ 85,023.75	2.50%	\$ 87,149.35	0.00%	\$ 87,149.35	0.00%	\$ 87,149.35	2.50%	\$ 89,328.09	6.31%	\$ 94,967.00	3.90%	\$ 98,670.71	4%	\$ 102,617.54	4%	\$ 102,616.81	0%	\$ 102,616.81	0%
CCL #1 Judge	94,500.00	10.63%	104,550.00	2.50%	107,163.75	0.00%	107,163.75	1.71%	109,000.00	2.50%	111,725.00	10.99%	124,000.00	12.10%	139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%
CCL #2 Judge	94,500.00	10.63%	104,550.00	2.50%	107,163.75	0.00%	107,163.75	1.71%	109,000.00	2.50%	111,725.00	10.99%	124,000.00	12.10%	139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%
CCL #3 Judge	94,500.00	10.63%	104,550.00	2.50%	107,163.75	0.00%	107,163.75	1.71%	109,000.00	2.50%	111,725.00	10.99%	124,000.00	12.10%	139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%
CCL #4 Judge	-	N/A	-	N/A	-	N/A	-	N/A	-	N/A	111,725.00	N/A	124,000.00	12.10%	139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%	\$ 139,000.00	0%
County Attorney	94,500.00	10.63%	104,550.00	2.50%	107,163.75	0.00%	107,163.75	1.71%	109,000.00	2.50%	111,725.00	6.00%	118,429.00	4.70%	124,000.00	4%	\$ 128,960.00	4%	\$ 128,960.00	0%	\$ 128,960.00	0%
County Sheriff	78,750.00	7.97%	85,023.75	2.50%	87,149.35	0.00%	87,149.35	3.27%	90,000.00	2.50%	92,250.00	4.00%	95,940.00	3.90%	99,681.66	4%	\$ 103,668.93	4%	\$ 103,668.93	0%	\$ 103,668.93	0%
County Clerk	60,847.50	11.18%	67,650.00	2.50%	69,341.25	0.00%	69,341.25	5.28%	73,000.00	2.50%	74,825.00	4.12%	77,908.00	3.90%	80,946.41	4%	\$ 84,184.27	4%	\$ 84,184.27	0%	\$ 84,184.27	0%
County Tax A/C	65,100.00	10.22%	71,750.00	2.50%	73,543.75	0.00%	73,543.75	3.34%	76,000.00	2.50%	77,900.00	4.00%	81,016.00	3.90%	84,175.62	4%	\$ 87,542.64	4%	\$ 87,542.64	0%	\$ 87,542.64	0%
District Clerk	60,847.50	14.55%	69,700.00	2.50%	71,442.50	0.00%	71,442.50	2.18%	73,000.00	2.50%	74,825.00	4.12%	77,908.00	3.90%	80,946.41	4%	\$ 84,184.27	4%	\$ 84,184.27	0%	\$ 84,184.27	0%
County Treasurer	60,847.50	9.50%	66,625.00	2.50%	68,290.63	0.00%	68,290.63	3.97%	71,000.00	2.50%	72,775.00	4.00%	75,686.00	3.90%	78,637.75	4%	\$ 81,783.26	4%	\$ 81,783.26	0%	\$ 81,783.26	0%
Comm Pct #1	60,874.50	2.45%	62,368.69	2.50%	63,927.91	0.00%	63,927.91	0.00%	63,927.91	10.19%	70,440.56	9.78%	77,329.00	3.90%	80,344.83	4%	\$ 83,558.62	4%	\$ 83,558.62	0%	\$ 83,558.62	0%
Comm Pct #2	60,874.50	2.45%	62,368.69	2.50%	63,927.91	0.00%	63,927.91	7.50%	68,722.50	2.50%	70,440.56	9.78%	77,329.00	3.90%	80,344.83	4%	\$ 83,558.62	4%	\$ 83,558.62	0%	\$ 83,558.62	0%
Comm Pct #3	60,874.50	2.45%	62,368.69	2.50%	63,927.91	0.00%	63,927.91	7.50%	68,722.50	0.00%	68,722.50	12.52%	77,329.00	3.90%	80,344.83	4%	\$ 83,558.62	4%	\$ 83,558.62	0%	\$ 83,558.62	0%
Comm Pct #4	60,874.50	2.45%	62,368.69	2.50%	63,927.91	0.00%	63,927.91	7.50%	68,722.50	2.50%	70,440.56	9.78%	77,329.00	3.90%	80,344.83	4%	\$ 83,558.62	4%	\$ 83,558.62	0%	\$ 83,558.62	0%
JP #1	49,244.65	12.92%	55,606.25	2.50%	56,996.41	0.00%	56,996.41	9.66%	62,500.00	2.50%	64,062.50	5.41%	67,529.00	3.90%	70,162.63	4%	\$ 72,969.14	4%	\$ 72,969.14	0%	\$ 72,969.14	0%
JP #2	49,244.65	12.92%	55,606.25	2.50%	56,996.41	0.00%	56,996.41	9.66%	62,500.00	2.50%	64,062.50	5.41%	67,529.00	3.90%	70,162.63	4%	\$ 72,969.14	4%	\$ 72,969.14	0%	\$ 72,969.14	0%
JP #3	49,244.65	12.92%	55,606.25	2.50%	56,996.41	0.00%	56,996.41	9.66%	62,500.00	2.50%	64,062.50	5.41%	67,529.00	3.90%	70,162.63	4%	\$ 72,969.14	4%	\$ 72,969.14	0%	\$ 72,969.14	0%
JP #4	49,244.65	12.92%	55,606.25	2.50%	56,996.41	0.00%	56,996.41	9.66%	62,500.00	2.50%	64,062.50	5.41%	67,529.00	3.90%	70,162.63	4%	\$ 72,969.14	4%	\$ 72,969.14	0%	\$ 72,969.14	0%
Constable Pct #1	46,084.50	13.62%	52,361.10	2.41%	53,624.01	0.00%	53,624.01	11.89%	60,000.00	2.50%	61,500.00	4.87%	64,498.00	3.90%	67,013.42	4%	\$ 69,693.96	4%	\$ 69,693.96	0%	\$ 69,693.96	0%
Constable Pct #2	46,084.50	13.62%	52,361.10	2.41%	53,624.01	0.00%	53,624.01	11.89%	60,000.00	2.50%	61,500.00	4.87%	64,498.00	3.90%	67,013.42	4%	\$ 69,693.96	4%	\$ 69,693.96	0%	\$ 69,693.96	0%
Constable Pct #3	46,084.50	13.62%	52,361.10	2.41%	53,624.01	0.00%	53,624.01	11.89%	60,000.00	2.50%	61,500.00	4.87%	64,498.00	3.90%	67,013.42	4%	\$ 69,693.96	4%	\$ 69,693.96	0%	\$ 69,693.96	0%
Constable Pct #4	46,084.50	13.62%	52,361.10	2.41%	53,624.01	0.00%	53,624.01	11.89%	60,000.00	2.50%	61,500.00	4.87%	64,498.00	3.90%	67,013.42	4%	\$ 69,693.96	4%	\$ 69,693.96	0%	\$ 69,693.96	0%

Discuss and take appropriate action regarding employee compensation options for FY 2011.**Commissioners Court - Regular Session**

Date: 06/22/2010
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding employee compensation options for FY 2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 06/16/2010 10:27 PM
Final Approval Date: 06/17/2010

Longevity Pay Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on longevity pay for affected County employees.

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: Grimes Kathy Started On: 06/14/2010 04:37 PM
Final Approval Date: 06/16/2010

Huitt~Zollars Supp.#2 to CEI PSA Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Huitt~Zollars, Inc. Supplemental #2 to their CEI Services Professional Service Agreement (PSA).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [H~Z Supp2 to CEI PSA](#)

Form Routing/Status

Form Started By: Marie Walters
Started On: 06/17/2010 11:17 AM
Final Approval Date: 06/17/2010

RECEIVED
JUN 15 2010
BY: PSI

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Project Name: CR 104
Project No.: 10WC812

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

ENGINEER:

Huitt-Zollars, Inc.

By: Michael R. Aulick
Signature

Michael Aulick
Printed Name

Vice President
Title

June 15, 2010
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

Date

OK
my

WILLIAMSON COUNTY
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
HUITT-ZOLLARS, INC.

S.A. #2 - Revised Exhibit III

Hourly rates shall increase by 3% for the calendar year beginning January 1, 2011 and shall increase by 3% for each successive calendar year thereafter on January 1 as applicable.

CLASSIFICATION	2010 Hourly Rates
Huitt-Zollars, Inc. - Engineer	
Principal	\$220
Project Manager	\$182
Engineering Support	\$175
Inspector	\$83
Senior Inspector	\$115
Contract Admin. Assistant	\$55
Subconsultant #1 - HDR Engineering, Inc.	
Engineering Support	\$175
Senior Inspector	\$115
Scheduler	\$137
Subconsultant #2 - Aviles Engineering Corp.	
Senior Technician	\$52
Subconsultant #3 - Diamond Surveying, Inc.	
Registered Professional Land Surveyor	\$120
Project Surveyor	\$100
Survey Technician	\$95
Secretary	\$60
1-Man Field Party	\$110
2-Man Field Party	\$140
3-Man Field Party	\$160
GPS Field Base Unit with Rover (RTK)	\$80

Any special safety training courses, badges, or drug screening if required by the Contractor will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost.

EXHIBIT IX

SCOPE OF SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES

THE FOLLOWING 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 MUTUALLY BY COUNTY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

The *Engineer* will provide Professional Engineering Services for the *Project*, as set forth below.

The *Project* is defined as US 79, Section 5B, from east of FM 1063 near Thrall, Texas to the Williamson/Milam County Line near Thorndale, Texas ("*Project 1*") which is approximately 4.04 miles in length; and, US 79, Section 5A, from US 79-B east of Taylor, Texas to east of FM 1063 near Thrall, Texas ("*Project 2*") which is approximately 6.12 miles in length.

Services performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

Professional Engineering Construction Management

The *Engineer* will provide construction engineering and inspection services, materials testing, and construction survey checks and/or verifications in association with the *Project*.

1. Major Assumptions

During the preparation of this proposal, certain assumptions have been made to help define work tasks, level of effort, and other project activities. Major assumptions are as follows:

- a. Inspection procedures will be based on the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted by the Texas Department of Transportation June 1, 2004, including special provisions, special specifications and general notes issued with the Contract Documents.

2. Project Management

- a. Maintain a list of names and contact information of pertinent stakeholders on and along the **Project** including the **County**, TxDOT, cities, law enforcement, schools, and emergency personnel.
- b. Manage the Request for Information (RFI) process. Maintain a log of RFI's and facilitate and track the review process.
- c. Receive shop drawings, working drawings, and other submittals from the Contractor. Maintain a log of submittals and facilitate and track the review process.
- d. Review and make recommendations for Change Orders. Prepare Change Orders for execution by the **County**.
- e. Review Contractor and subcontractor payrolls as required to verify Wage Rate compliance per the Contract Documents.
- f. Review the Contractor's monthly application for payment and make recommendation for payment by the **County**.
- g. Analyze the monthly construction estimate for compliance with DBE goals as stated in the Contract Documents.
- h. Prepare and submit required annual FHWA reports. Verify Contractor compliance for FHWA reporting requirements.
- i. Evaluate and recommend acceptance of Contractor's CPM schedules. Perform monthly reviews of the Contractor's schedule and associated time impact analysis schedules.
- j. Identify and assist in the resolution of construction issues that arise.
- k. Conduct periodic internal construction audits to verify the **Engineer's** document control processes and procedures are being followed.
- l. Assist in dispute negotiations and claim resolutions.
- m. Provide daily lane closure information to TxDOT to be posted on the TxDOT website.
- n. Provide a monthly report and invoice for payment of **Engineer's** construction phase services.
- o. Provide a weekly progress report to the **County**.

3. Meetings and Record Keeping

- a. Attend the pre-bid meeting.
- b. Attend pre-construction conference.

- c. Conduct project progress meetings and develop and distribute meeting minutes to the attendees.
- d. Conduct periodic construction update meetings with the *County*, TxDOT, cities and other affected stakeholders.
- e. Conduct pre-activity meetings with the Contractor prior to commencement of major work items.
- f. Maintain construction project record files for delivery to the *County* at *Project* completion.
- g. Maintain files for correspondence, meeting minutes, shop drawings, sample submissions, Contract Documents including addenda, change orders, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
- h. Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- i. Maintain a set of plans. Review the Contractor's "as-built" drawings and submit to the *County* at project completion.

4. Construction Inspection and Testing

- a. Inspect and document construction activities using daily reports, journal, logs, or other instruments, as necessary.
- b. Provide ongoing utility relocation inspections as required.
- c. Provide testing personnel to perform owner verification testing in accordance with the contract specifications as outlined in the Quality Assurance Program of the Construction Documents.
- d. Provide laboratory materials testing equipment in accordance with the Quality Assurance Program of the Construction Documents.
- e. Record materials test results and make available to the *County*, TxDOT or FHWA as required.
- f. Provide a quality system manual to document processes for monitoring of testing personnel, equipment, and test results.
- g. Provide statistical analyses on materials test data to verify the validity of the Contractor's quality acceptance testing data.
- h. Monitor environmental provisions of the contract relating to the SW3P, WPAP, etc. Perform biweekly and other inspections of BMP's as noted in the Contract Documents and maintain records in the field office.

- i. Monitor and inspect the traffic control plan as shown in the Contract Documents. Facilitate acceptance of traffic control plan changes and modifications.
- j. Create a final punch list of incomplete/noncompliant construction items and perform final inspections of items prior to completion of the work and recommendation of acceptance.
- k. Coordinate with the *County* and TxDOT for oversight inspections and review of testing results and procedures.

5. Survey

- a. Review the proposed horizontal control data, check the horizontal control in the field, and compare the results with the plan data. Compile the results of the horizontal control data.
- b. Review the proposed vertical control data, check the vertical control in the field using conventional methodology, and compare the results with the plan data. Compile the results of the vertical control data.
- c. Provide a field crew for various other field checks during construction of the *Project*. Compile the results of the survey data obtained during the field inspections.

6. Exclusions

The *Engineer* will not:

- a. Expedite the work for the Contractor;
- b. Supervise, direct, or have control over the Contractor's work or personnel as responsibility for construction defects shall remain solely on the Contractor;
- c. Authorize any deviation from the plans, specifications, or other Contract Documents or approve any substitute materials without the consent of the *County*;
- d. Be responsible for any aspect of the means, methods, techniques, sequences, quality, procedures, or programs of the Contractor; or
- e. Be responsible for any safety precautions and programs in connection with the work as the Contractor is solely responsible for the safety of the workforce and traveling public.

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consideration and action with respect to "Third Supplemental Order to the Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program" and issuance of the Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agenda Memo](#)

Link: [3rd Supplemental Order](#)

Form Routing/Status

Form Started By: Wendy Started On: 06/18/2010 10:51
Coco AM
Final Approval Date: 06/18/2010

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SAN ANTONIO, TEXAS 78205-3503
TELEPHONE: 210 225-2800
FACSIMILE: 210 225-2984

M E M O R A N D U M

TO: The Honorable Judge Gattis, Peggy Vasquez

FROM: C. D. Pumbo

RE: Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds,
Series 2010

DATE: June 14, 2010

Below we have set forth the proposed agenda language in connection with the bond sale for the captioned bonds for the Meeting on Tuesday, June 22, 2010:

*Consideration and action with respect to "Third Supplemental Order to the Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program" and issuance of the Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010.

I will attend the meeting and bring documents for execution.

cc: David Flores
Julie Kiley
Dan Wegmiller

**THIRD SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

Adopted June 22, 2010

**THIRD SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

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EXHIBIT A - Definitions

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**THIRD SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

THE STATE OF TEXAS §

WILLIAMSON COUNTY §

WHEREAS, on August 29, 2006, the Commissioners Court of Williamson County, Texas (the "County"), adopted a "Master Order Establishing Williamson County, Texas Pass-Through Toll Revenue Financing Program" (referred to herein as the "Master Order"); and

WHEREAS, in order to enable the County to provide for the financing of projects authorized by Chapter 1479, Texas Government Code, as amended (the "Enabling Act"), Chapter 1371, Texas Government Code, as amended, and any other applicable provisions of State law, the Master Order establishes a revenue financing program pursuant to which the County can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as defined in the Master Order, and in the sole discretion of the County in any Supplement to the Master Order and to the extent such Security is insufficient to pay the interest and principal payments on the Bonds, a pledge of the County's direct annual ad valorem tax on all taxable property in the County within the limits prescribed by law; and

WHEREAS, for such purposes, the County deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "Third Supplemental Order to the Master Order establishing Williamson County, Texas Pass-Through Toll Revenue Financing Program" (the "Third Supplement"); and

WHEREAS, the County further finds and determines that all terms and conditions for the issuance of the bonds herein authorized as Parity Debt have been or can be met and satisfied; and

WHEREAS, the bonds authorized to be issued by this Third Supplement are to be issued and delivered pursuant to the Enabling Act, as hereinafter defined, and other applicable State laws.

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

**ARTICLE I
BONDS ISSUED UNDER PASS-THROUGH TOLL
REVENUE FINANCING PROGRAM**

Section 1.01. DEFINITIONS. (a) Definitions. The capitalized terms used herein (except in the FORM OF BOND set forth in Exhibit "B" hereto) and not otherwise defined shall have the meanings given in the Master Order or in Exhibit "A" to this Third Supplement. The recitals to this

Third Supplement and the exhibits hereto are incorporated herein and made a part hereof for all purposes.

(b) Construction of Terms. If appropriate in the context of this Third Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, words of the masculine, feminine, or neuter gender shall be considered to include the other genders, and words importing persons shall include firms, associations, and corporations.

Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT. (a) Third Supplement. By adoption of the Master Order, the County has established the Williamson County, Texas Pass-Through Toll Revenue Financing Program for the purpose of enabling the County to provide for the financing of projects authorized by the Enabling Act and any other applicable provisions of State law pursuant to which the County may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security and, as authorized pursuant to Section 5 of the Master Order and Section 2.02(f), a pledge of a direct annual ad valorem tax on all taxable property in the County. This Third Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Third Supplement is subject to the terms of the Master Order and the terms of the Master Order are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 7 of the Master Order governing the issuance of Parity Debt such as the Bonds, the County hereby finds that, upon the issuance of the Bonds, the Security, taking into account the Tax Pledge authorized in Section 2.02 (f) of this Third Supplement, will be sufficient to meet the financial obligations relating to the Financing Program, including Security, taking into account the Tax Pledge authorized in Section 2.02 (f) of this Third Supplement, in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Order.

Section 1.03. THIRD SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Third Supplement shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Bonds, and the pledge made in this Third Supplement by the County and the covenants and agreements set forth in this Third Supplement to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the other Bonds by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Third Supplement and the Master Order.

Section 1.04. LIMITATION OF BENEFITS WITH RESPECT TO THIS THIRD SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Third Supplement or the Bonds

is intended or should be construed to confer upon or give to any person other than the County, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Third Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Third Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Owners, and the Paying Agent/Registrar as herein and therein provided.

ARTICLE II BOND AUTHORIZATION AND SPECIFICATIONS

Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. The Bonds designated "**WILLIAMSON COUNTY, TEXAS PASS-THROUGH TOLL REVENUE AND LIMITED TAX BONDS, SERIES 2010**" (the "Bonds") are hereby authorized to be issued pursuant to this Third Supplement in the aggregate principal amount of \$_____ for the purpose of (i) designing, developing, financing, constructing, maintaining, operating, extending, expanding, or improving roads on the state highway system located in the County or, as a continuation of the project or facility, in an adjacent County and (ii) paying the costs of issuing such Bonds. The Bonds are authorized pursuant to authority conferred by and in conformity with State law, particularly the provisions of the Enabling Act and Chapter 1371, Texas Government Code.

Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) Terms of Bonds. There shall initially be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, in the form of fixed rate current interest Bonds, numbered consecutively from R-1 upward (except the initial Bonds submitted to the Attorney General of the State of Texas which will be numbered T-1 upward), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and the Bonds shall mature and be payable serially on February 15 in each of the years in the principal amounts, respectively, as set forth in the following schedule:

<u>DATE OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>DATE OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>
2/15/2014		2/15/2025	
2/15/2015		2/15/2026	
2/15/2016		2/15/2027	
2/15/2017		2/15/2028	
2/15/2018		2/15/2029	
2/15/2019		2/15/2030	
2/15/2020		2/15/2031	
2/15/2021		2/15/2032	
2/15/2022		2/15/2033	
2/15/2023		2/15/2034	
2/15/2024		2/15/2035	

(b) Sale of the Bonds. The County Judge is authorized to enter into and carry out the Bond Purchase Agreement for the Bonds with the Underwriter at such price, with and subject to such terms as set forth in the Bond Purchase Agreement.

(c) In General. The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Third Supplement.

(d) Interest. The Bonds scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF BOND set forth in Exhibit "B" to this Third Supplement to their respective dates of maturity or redemption at the rates per annum as set forth below:

<u>DATE OF</u> <u>MATURITY</u>	<u>INTEREST</u> <u>RATE</u>	<u>DATE OF</u> <u>MATURITY</u>	<u>INTEREST</u> <u>RATE</u>
2/15/2014		2/15/2025	
2/15/2015		2/15/2026	
2/15/2016		2/15/2027	
2/15/2017		2/15/2028	
2/15/2018		2/15/2029	
2/15/2019		2/15/2030	
2/15/2020		2/15/2031	
2/15/2021		2/15/2032	
2/15/2022		2/15/2033	
2/15/2023		2/15/2034	
2/15/2024		2/15/2035	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND and set forth in this Third Supplement.

(e) Levy of Tax. In addition to the Security pledged to the Bonds under Section 2(a) of the Master Order, and pursuant to Section 5 of the Master Order, but only to the extent such Security is insufficient to pay the interest and principal payments on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes, there shall be, and is hereby, levied, assessed and collected on all taxable property in the County for each year while any of the Bonds are outstanding, a continuing, direct annual ad valorem tax within the limits prescribed by law (but never less than 2% of the original principal amount of said Bonds as a sinking fund each year). All the proceeds of such collections, except expenses incurred in that connection, shall be paid into the "Interest and Sinking Fund", and such proceeds shall be used for such purposes and no other.

(f) Payments on Holidays. In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions in the County where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close. Payment on such later date will not increase the amount of interest due and will have the same force and effect as if made on the original date payment was due.

Section 2.03. PAYMENT OF BONDS; PAYING AGENT/REGISTRAR. The principal of, premium, if any, and the interest on the Bonds shall be payable, without exchange or collection charges to the Owner thereof, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

Wells Fargo Bank, N. A. is hereby appointed as Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Order and this Third Supplement, and is deemed to have agreed to the provisions thereof and hereof.

The County agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. In addition, to the extent required by law, the County covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

The County expressly reserves the right to appoint one or more successor Paying Agent/Registrars, by filing with the Paying Agent/Registrar a certified copy of a resolution or minute order of the County making such appointment. The County further expressly reserves the right to terminate the appointment of the Paying Agent/Registrar by filing a certified copy of a resolution of the County giving notice of the County's termination of the County's agreement with such Paying Agent/Registrar and appointing a successor. The County covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Security Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar, the County agrees promptly to cause a written notice thereof to be sent to each Owner by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The principal of, premium, if any, and interest on the Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the Owner thereof appearing on the Security Register, and, to the extent permitted by law, neither the County nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

Principal of, and premium, if any, on the Bonds shall be payable only upon the presentation and surrender of said Bonds to the Paying Agent/Registrar at its designated office. Interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the Record Date and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar to the address of the Owner appearing in the Security Register on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by, and at the risk and expense of, the Owner.

In the event of a nonpayment of interest on a scheduled payment date on a Bond, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 2.04. REDEMPTION. (a) Generally. The Bonds shall be subject to redemption prior to scheduled maturity at such times and with such provisions as provided in the FORM OF BOND set forth in Exhibit "B" to this Third Supplement.

(b) Notices of Redemption and Defeasance. (i) Unless waived by any Owner of the Bonds to be redeemed, the Chief Financial Officer shall give notice of redemption or defeasance to the Paying Agent/Registrar at least thirty-five (35) days prior to a redemption date in the case of a redemption (unless a lesser period is acceptable to the Paying Agent/Registrar) and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each Owner and to the central post office or each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the central post office or registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption or defeasance shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication or mailing date for the notice, the date of redemption or defeasance, the

redemption price, if any, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed or paid, including a contact person telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Owners of the Bonds shall include a CUSIP number relating to each amount paid to such Owner.

The failure of any Owner of the Bonds to receive notice given as provided in this Section 2.04, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 2.04 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent/Registrar shall provide the notices specified in this Section 2.04 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of the Bonds.

(c) **Conditional Notice of Redemption.** With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Master Order or this Third Supplement have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS; BOOK-ENTRY-ONLY SYSTEM; SUCCESSOR SECURITIES DEPOSITORY; PAYMENTS TO CEDE & CO. (a) Registration, Transfer, Exchange, and Predecessor Bonds. The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this Third Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds in Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Bond at the designated office of the Registrar, there shall be registered and delivered in the name of the designated transferee or transferees, one or more new

Bonds, executed on behalf of, and furnished by, the County, of Authorized Denominations and having the same Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of Authorized Denominations and having the same Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the principal office of the Registrar. Whenever any Bonds are so surrendered for exchange, there shall be registered and delivered new Bonds executed on behalf of, and furnished by, the County to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the principal office of the Registrar or sent by United States mail, first-class, postage prepaid to the Owners or the designee thereof, and, upon the registration and delivery thereof, the same shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under the Master Order and this Third Supplement, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated Bond that is surrendered to the Paying Agent/Registrar or any Bond for which satisfactory evidence of the loss of which has been received by the County and the Paying Agent/Registrar and, in either case, in lieu of which a Bond or Bonds have been registered and delivered pursuant to Section 3.05 hereof.

Neither the County nor the Registrar shall be required to issue or transfer to an assignee of an Owner any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Security Register at any time shall be deemed and treated as the absolute Owner thereof for all purposes of this Third Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such current interest bond. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond issued as provided in Section 2.06 shall be issued in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in this subsection (c), all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Third Supplement to the contrary but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Security Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Security Register as provided in this Third Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Owner, as shown in the Security Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Third Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Third Supplement with respect to interest checks being mailed to the Owner at the close of business on the Record Date the words "Cede & Co." in this Third Supplement shall refer to such new nominee of DTC.

(d) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry-only system through DTC or a successor or DTC determines to discontinue providing its services with respect to a Series of Bonds, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds of such Series shall no longer be restricted to being registered in the Security Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its

nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Third Supplement.

(e) Payments to Cede & Co. Notwithstanding any other provision of this Third Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

(f) Blanket Issuer Letter of Representations. The County heretofore has executed and delivered to DTC a "Blanket Issuer Letter of Representations" with respect to the utilization by the County of DTC's book-entry-only system and the County intends to utilize such book-entry-only system in connection with of the Bonds.

Section 2.06. INITIAL BOND. The Bonds shall initially be issued as a fully registered bond, being one bond (the "Initial Bond"). The Initial Bond shall be registered in the name of the Underwriter of the Bonds. The Initial Bond shall be submitted to the Office of the Attorney General of the State for approval and registration by the Office of the Comptroller of Public Accounts of the State and delivered to the Underwriter thereof. Immediately after the delivery of the Initial Bond on the Issuance Date, the Registrar shall cancel the Initial Bond and exchange therefor Bonds in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and, except as provided in Section 2.05(d), all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

Section 2.07. FORM OF BOND. The Bonds (including the Initial Bond), the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in Exhibit "B" to this Third Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Third Supplement, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the County or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Bonds shall be typewritten, photocopied, printed, lithographed, engraved, or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

ARTICLE III EXECUTION; REPLACEMENT OF BONDS;

Section 3.01. EXECUTION AND REGISTRATION. The Bonds shall be executed on behalf of the County by the County Judge under its seal reproduced or impressed thereon and

attested by the County Clerk. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the County as of their authorization shall be deemed to be duly executed on behalf of the County, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Third Supplement, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit "B" to this Third Supplement, executed by the Comptroller of Public Accounts of the State or its duly authorized agent by manual signature, or the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in Exhibit "B" to this Third Supplement executed by the manual signature of an authorized officer or employee of the Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 3.02. CONTROL AND CUSTODY OF BONDS. The Chief Financial Officer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation and examination by the Attorney General of the State, including the printing and supply of printed Bonds, and shall take and have charge and control of each Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the initial purchaser(s).

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Project, the County and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the County's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the initial purchaser(s) and the initial exchange thereof for Bonds other than the Initial Bond.

Section 3.03. PRINTED OPINION. The initial purchaser(s)' obligation to accept delivery of the Bonds is subject to the initial purchaser(s) being furnished the final opinion of McCall, Parkhurst & Horton L.L.P. approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. If bond insurance is obtained for the Bonds, the Bonds may bear an appropriate insurance legend.

Section 3.04. CUSIP NUMBERS. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the County nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

Section 3.05. MUTILATED, DESTROYED, LOST, AND STOLEN BONDS. If(1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the County and the Paying

Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Series and Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond and the interest due thereon to the date of payment.

Upon the issuance of any new Bond under this Section, the County may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Third Supplement equally and ratably with all other Outstanding Bonds.

ARTICLE IV PAYMENTS AND REBATE FUND

Section 4.01. PAYMENTS. (a) Accrued and Capitalized Interest. Immediately after the delivery of the Bonds the County shall deposit any accrued interest and any sale proceeds to be used to pay capitalized interest received from the sale and delivery of such Bonds to the credit of the Interest and Sinking Account to be held to pay interest on such Bonds.

(b) Debt Service Payments. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds, the County shall make available from the Interest and Sinking Account to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the County with an appropriate certificate of cancellation.

Section 4.02. REBATE FUND. A separate and special fund to be known as the Rebate Fund is hereby established by the County pursuant to the requirements of Section 148(f) of the Code and the tax covenants of the County contained in Section 5.01 of this Third Supplement for the benefit of the United States of America and the County, as their interests may appear pursuant to this Third Supplement. Such amounts shall be deposited therein and withdrawn therefrom as is

necessary to comply with the provisions of Section 5.01. Any moneys held within the Rebate Fund shall not constitute Security under the Master Order.

ARTICLE V COVENANTS REGARDING TAX EXEMPTION

Section 5.01. COVENANTS REGARDING TAX EXEMPTION. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Third Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five percent (5%) of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of three (3) years or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service funds, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement funds to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Bonds will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant in subsection (a)(8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from

federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Section 5.02. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR PROJECT. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2.01 of this Third Supplement on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 5.03. DISPOSITION OF PROJECT. The County covenants that the property financed with the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VI AMENDMENTS AND MODIFICATIONS

Section 6.01. AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS. Subject to the provisions of the Master Order, this Third Supplement and the rights and obligations of the County and of the Owners of the Outstanding Bonds may be modified or amended at any time without notice to or the consent of any Owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

- (i) To add to the covenants and agreements of the County contained in this Third Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the County in this Third Supplement;

- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Third Supplement, upon receipt by the County of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Third Supplement;
- (iii) To supplement the Security for the Bonds;
- (iv) To make such other changes in the provisions hereof, as the County may deem necessary or desirable and which shall not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds;
- (v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds; or
- (vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds.

Section 6.02. AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS. (a) Amendments. Subject to the other provisions of this Third Supplement and the Master Order, the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Section 6.01 hereof, to this Third Supplement that may be deemed necessary or desirable by the County, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Third Supplement or in the Bonds so as to:

- (i) Make any change in the maturity of the Outstanding Bonds;
- (ii) Reduce the rate of interest borne by Outstanding Bonds;
- (iii) Reduce the amount of the principal payable on Outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the Owners of less than all Bonds then Outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(b) Notice. If at any time the County shall desire to amend this Third Supplement pursuant to Subsection (a), the County shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not limited to, The Texas Bond Reporter), once during each calendar week for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Owners of Bonds. Such publication is not required, however, if the County gives or causes to be given such notice in writing to each Owner of Bonds. A copy of such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds.

(c) Receipt of Consents. Whenever at any time the County shall receive an instrument or instruments executed by all of the Owners or the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the County may adopt the amendatory resolution in substantially the same form.

(d) Consent Irrevocable. Any consent given by any Owner pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the County, but such revocation shall not be effective if the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount prior to the attempted revocation consented to and approved the amendment. Notwithstanding the foregoing, any consent given at the time of and in connection with the initial purchase of Bonds shall be irrevocable.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Security Register kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 6.03. EFFECT OF AMENDMENTS. Upon the adoption by the County of any resolution or order to amend this Third Supplement pursuant to the provisions of this Article, this Third Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the County and all the Owners of Outstanding Bonds shall thereafter be determined, exercised, and enforced under the Master Order and this Third Supplement, as amended.

ARTICLE VII MISCELLANEOUS

Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

- (i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest and sale proceeds to be used to pay capitalized interest for the Bonds, if any, shall be deposited as provided in Section 4.01;
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of acquiring, purchasing, constructing, improving, enlarging, and equipping the improvements being financed with the proceeds of the Bonds shall be deposited in a separate subaccount within the Bond Proceeds Account to be used for such purposes; and

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of principal of and interest on the Bonds.

Section 7.02. MAILED NOTICES. Except as otherwise required herein, all notices required or authorized to be given to the County or the Paying Agent/Registrar pursuant to this Third Supplement shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the following addresses or otherwise given in a manner deemed, in writing, acceptable to the party to receive the notice:

- 1. to the County:
Williamson County, Texas
710 S. Main Street
Georgetown, Texas 78626
Attn: County Auditor
Telephone: (512) 943-1500
Facsimile: (512) 943-1567
- 2. to the Paying Agent/Registrar:
Jose Gaytan
Wells Fargo Bank, N.A.
Wells Fargo Corporate Trust Services
MAC T5656-013
P. O. Box 2019 (US Mail)
Austin, Texas 78768

400 W. 15th Street, Suite 150
Austin, Texas 78701
Telephone: (512) 344-7306
Facsimile: (512) 344-8621

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

Section 7.03. DEFEASANCE OF BONDS. (a) Deemed Paid. The principal of and/or the interest and redemption premium, if any, on any Bonds shall be deemed to be Defeased Debt within the meaning of the Master Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bonds, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for the payment of its services until all Defeased Debt shall have become due and payable or (3) any combination of (1) and (2). At such time as Bonds shall be deemed to be a Defeased Debt hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Security as provided in the Master Order and this Third Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investments. The deposit under clause (ii) of subsection (a) of this Section shall be deemed a payment of Bonds as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with the Master Order and this Third Supplement. Any money so deposited with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank as provided in this Section may at the discretion of the County also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bonds and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the County for deposit to the General Account of the System Account.

(c) Continuing Duty of Paying Agent and Registrar. Notwithstanding any provision of any other Section of this Third Supplement which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of Bonds and premium, if any, and interest thereon, shall be applied to

and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Debt shall have become due and payable, the Paying Agent/Registrar for such Defeased Debt shall perform the services of Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Third Supplement.

(d) Amendment of this Section. Notwithstanding anything elsewhere in this Third Supplement, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bonds affected thereby.

(e) Retention of Rights. Notwithstanding the provisions of subsection (a) of this Section, to the extent that, upon the defeasance of any Defeased Debt to be paid at its maturity, the County retains the right under State law to later call that Defeased Debt for redemption in accordance with the provisions of this Third Supplement and the County may call such Defeased Debt for redemption upon complying with the provisions of State law and upon the satisfaction of the provisions of subsection (a) of this Section with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

Section 7.04. PAYING AGENT/REGISTRAR AGREEMENT. The Paying Agent/Registrar Agreement by and between the County and the Paying Agent/Registrar is hereby approved and the Chief Financial Officer is hereby authorized to complete, amend, modify, execute, and deliver such Paying Agent/Registrar Agreement, as necessary.

Section 7.05. FURTHER PROCEDURES. Each Authorized Representative is hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Third Supplement, the Bonds, the sale and delivery of the Bonds, and fixing all details in connection therewith, and the Paying Agent/Registrar Agreement. In connection with the issuance and delivery of each Series of Bonds, the above-stated officers, with the advice of the City Attorney and Bond Counsel to the County, are hereby authorized to approve, subsequent to the date of the adoption of this Third Supplement, any amendments to the above named documents, and any technical amendments to this Third Supplement as permitted by Section 6.01 (v) or (vi) and a Authorized Representative is hereby authorized to execute this Third Supplement to evidence approval of such changes.

Section 7.06. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity

Amounts become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this Third Supplement and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.

Whenever this Third Supplement requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Third Supplement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 7.08. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Third Supplement on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Third Supplement and the invalidity thereof shall in no way affect the validity of the other provisions of this Third Supplement or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 7.09. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 7.10 of this Third Supplement, being the information described in Exhibit "C" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Material Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- A. Principal and interest payment delinquencies;
 - B. Non-payment related defaults;
 - C. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - D. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - E. Substitution of credit or liquidity providers, or their failure to perform;
 - F. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
 - G. Modifications to rights of holders of the Bonds;
 - H. Certificate calls;
 - I. Defeasances;
 - J. Release, substitution, or sale of property securing repayment of the Bonds;
- and
- K. Rating changes.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as,

the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 7.03 of this Third Supplement that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Third Supplement for purposes of any other provision of this Third Supplement.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Third Supplement that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially

impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 7.10. OFFICIAL STATEMENT. The Preliminary Official Statement, in substantially the form and substance submitted to the County at the meeting at which this Third Supplement is adopted is hereby ratified and approved. The Chief Financial Officer is hereby authorized to complete, amend, modify and deem such Preliminary Official Statement and the Final Official Statement, as necessary.

Section 7.11. CREDIT AGREEMENT. To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the Chief Financial Officer that such Credit Agreements are in the best interest of the County given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in the Master Order. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with the Bonds and other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to the Bonds and other Parity Debt or (iii) partially Parity Debt and partially Subordinated Debt.

Section 7.12. REMEDIES. Any owner of Parity Debt in the event of default in connection with any default in the payment of Annual Debt Service Requirements due in connection with any Parity Debt, or other costs and expenses related thereto, may require the County, its officials and employees and any appropriate official of the County, to carry out, respect, or enforce the obligations of the Master Order or this Third Supplement, by all legal and equitable means, including specifically, the use and filing of mandamus proceedings and specific performance of any covenant or agreement contained herein or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the owners hereunder or any combination of such remedies in any court of competent jurisdiction in Williamson County, Texas against the County, its officials and employees or any appropriate official of the County.

Section 7.13. RULES OF INTERPRETATION. For purposes of this Third Supplement, except as otherwise expressly provided or the context otherwise requires:

(a) The words "herein," "hereof" and "hereunder" and other similar words refer to this Third Supplement as a whole and not to any particular Article, Section, or other subdivision.

(b) The definitions in an Article are applicable whether the terms defined are used in the singular or the plural.

(c) All accounting terms that are not defined in this Third Supplement have the meanings assigned to them in accordance with then applicable accounting principles.

(d) Any pronouns used in this Third Supplement include both the singular and the plural and cover both genders.

(e) Any terms defined elsewhere in this Third Supplement have the meanings attributed to them where defined.

(f) The captions or headings are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(g) Any references to Section numbers are to Sections of this Third Supplement unless stated otherwise.

Section 7.14. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 7.15. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 7.16. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 7.17. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7.18. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Third Supplement or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or

duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 7.19. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Authorized Representative is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A DEFINITIONS

As used in this Third Supplement, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Authorized Denominations" - Means \$5,000 or any integral multiple thereof.

"Authorized Representative" - Means the County Judge, Chief Financial Officer or such other individual so designated by the County to perform the duties of an Authorized Representative under this Third Supplement.

"Bonds" - The Bonds issued pursuant to and governed by this Third Supplement, as described in Article II hereof.

"Chief Financial Officer" - Means the County Auditor of the County, or such other officer or employee of the County or such other individual so designated by the County to perform the duties of Chief Financial Officer under this Third Supplement.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"DTC" - The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" - Securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Enabling Act" - Has the meaning given in the recitals to this Third Supplement.

"Federal Securities" - Direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Issuance Date" - The date of delivery of the Bonds to the Underwriter thereof against payment therefor.

"Master Order" - The "Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program," adopted by the County on August 29, 2006, as may be amended or supplemented from time to time.

"Maturity" - When used with respect to the Bonds, the scheduled maturity of the Bonds.

"Maximum Rate" - A net effective interest rate (as defined in and calculated in accordance with the provisions of the Chapter 1204, Texas Government Code, as amended not to exceed fifteen percent (15%)).

"MSRB" - The Municipal Securities Rulemaking Board.

"Owner" - The registered owners of the Bonds as shown on the Security Register and to the extent set forth in a Credit Agreement relating to the Bonds, the party contracting with the County under a Credit Agreement.

"Paying Agent" - The agent selected and appointed by the County for purposes of paying the principal of, premium, if any, and interest on the Bonds to the Owners thereof, as identified in Section 2.03 hereof and any successor to such agent.

"Paying Agent/Registrar" - Collectively, the Paying Agent and the Registrar designated in Section 2.03 of this Third Supplement or any successor to such agent.

"Paying Agent/Registrar Agreement" - The agreement having such name executed by and between the County and the Paying Agent/Registrar.

"Predecessor Bonds" - Predecessor Bonds as defined in Section 2.05(a) hereof.

"Rebate Fund" - The fund by that name described in Section 4.02 hereof.

"Record Date" means, with respect to an interest payment date of August 15, the preceding July 31, and with respect to an interest payment date of February 15, the preceding January 31, whether or not such dates are business days.

"Registrar" - The agent selected and appointed by the County for purposes of keeping and maintaining books and records relating to the registration, transfer, exchange, and payment of the Bonds and interest thereon, as identified in Section 2.03 hereof and any successor to such agent.

"Rule" - SEC Rule 15c2-12, as amended from time to time.

"SEC" - The United States Securities and Exchange Commission.

"Section" - Unless the context clearly requires otherwise, refers to a Section of this Third Supplement.

"Security Register" - The books and records kept and maintained by the Registrar relating to the registration, transfer, exchange, and payment of the Bonds and the interest thereon.

"Third Supplement" - This Third Supplemental Order, which was adopted pursuant to authority reserved by the County under the Master Order.

"Underwriter" - Means, Wells Fargo Securities as the senior managing underwriter on behalf of itself and the other underwriters set forth in the Bond Purchase Agreement.

EXHIBIT B

FORM OF BOND

**UNITED STATES OF AMERICA
STATE OF TEXAS
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL
REVENUE AND LIMITED TAX BONDS,
SERIES 2010**

No. R-_____

\$_____

**BOND
DATE:**

**ISSUANCE
DATE:**

**INTEREST
RATE:**

**MATURITY
DATE:**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

Williamson County, Texas (the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Issuance Date specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2011. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

This Bond is one of a duly authorized issue of bonds designated as "Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010" (the "Bonds"), in the aggregate principal amount of \$_____ issued pursuant to the laws of the State of Texas, including specifically the Enabling Act and Chapter 1371, Texas Government Code, as amended (collectively, the "Acts"), and initially under and pursuant to an order of the County adopted on June 22, 2010, and entitled Third Supplemental Order to the Master Order Authorizing the Williamson County, Texas Pass-Through Toll Revenue Financing Program (the "Third Supplement") for the purpose of (i) designing, developing, financing, constructing, maintaining, operating, extending, expanding, or improving roads on the state highway system located in the County or, as a continuation of the project or facility, in an adjacent County and (ii) paying the costs of issuing such Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Order adopted on August 29, 2006 (the "Master Order"), on a parity with all other Parity Debt (as defined in the Master Order and the Third Supplement) and, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, a limited pledge of a direct annual ad valorem tax on all property in the County within the limits prescribed by law.

The Master Order, as supplemented by the Third Supplement, is referred to in this Bond as the "Order." Terms used herein and not otherwise defined shall have the meanings given in the Order.

Notice of redemption shall be given at the times and in the manner provided in the Third Supplement.

If this Bond is in a denomination in excess of \$5,000, portions of the principal sum hereof in principal amount of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Registered Owner hereof, upon the surrender of this Bond at the principal office of the Paying Agent/Registrar, a new Bond or Bonds of like maturity, series and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the principal amount hereof. If this Bond is selected for redemption, in whole or in part, neither the County nor the Paying Agent/Registrar shall be required to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to any exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are special obligations of the County, payable solely from and equally secured by a first lien on and pledge of the Security and, pursuant to Section 5 of the Master Order, and, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, a pledge of a annual ad valorem tax on all taxable property in the County within the limits prescribed by law. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the County, except with respect to the Security. The bonds are issued pursuant to the Order, whereunder the County covenants, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, to levy a continuing direct annual ad valorem tax, within legal limit as to rate or amount, on taxable property within the County, for each year while any part of the Bonds are considered outstanding under the provisions of the Order, in sufficient

amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due the other contractual obligations of the issuer payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Order. Reference is hereby made to the Order for provisions with respect to the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the registered owners of the Bonds. By acceptance of this Bond the registered owner hereof consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County.

The pledge of the Security and the other obligations of the County under the Order may be discharged at or prior to the maturity of the Bonds upon the making of provision for their payment on the terms and conditions set forth in the Order.

Subject to satisfying the terms and conditions stated in the Order, the County has reserved the right to issue additional Parity Debt payable solely from and equally and ratably secured by a parity lien on and pledge of the Security and other moneys and securities pledged under the Resolution to the payment of the Bonds.

Reference is hereby made to the Order, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Order may be amended or supplemented with or without the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the County; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond and this Bond thereafter no longer to be secured by the Order or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the designated office of the Paying Agent/Registrar named below, or its successor with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully-registered Bonds of the same Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner

entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the County nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the County is a duly organized and legally existing county, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Order; that this series of bonds does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN TESTIMONY WHEREOF, the County has caused its seal to be impressed or a facsimile thereof to be printed hereon and this Bond to be executed in the name of and on behalf of the County with the manual or facsimile signatures of its County Judge, and attested by the County Clerk.

WILLIAMSON COUNTY, TEXAS

By: _____
County Clerk

By: _____
County Judge

(SEAL)

[INSERTIONS FOR THE INITIAL BOND]

The initial Bond shall be in the form set forth in this Exhibit B, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County") hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

DATE OF	PRINCIPAL	INTEREST
MATURITY	AMOUNT	RATE

(Information from Section 2 to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from June 15, 2010 at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2011 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

Form of Registration Certificate of Comptroller of Public Accounts
To Appear on Initial Bond only.

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	
THE STATE OF TEXAS	§	REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

AUTHENTICATION CERTIFICATE OF
PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Resolution; the bond or bonds of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Registered this date:

By: _____
Authorized Signature

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

(Please print or typewrite name and address, including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney, to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed by:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

[INSURANCE LEGEND IF APPLICABLE]

EXHIBIT C

CONTINUING DISCLOSURE

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified below:

- Table 1 – Valuation, Exemptions and General Obligation Debt;
- Table 2 – Assessed Valuations by Category;
- Table 3 – Valuation and General Obligation Debt History;
- Table 4 – Tax Rate, Levy and Collection History;
- Table 5 – Ten Largest Taxpayers;
- Table 8 – Pro-forma Debt Service Requirements;
- Table 10 – Authorized but Unissued General Obligation Bonds;
- Table 11 – General Fund Revenues and Expenditure;
- Table 12 – Current Investments; and
- Appendix B – Excerpts From the Annual Financial Report.

Accounting Principles

The accounting and reporting policies of the District relating to the funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Robinson Possession and Use Agreement - O'Connor (P127)

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with Robinson Land Limited Partnership, Robinson 1990 Land Limited Partnership, Robinson 1992 Land Limited Partnership, GER Land Partnership, Ltd. and Robinson Ranch regarding right-of-way on O'Connor Drive. (P127)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Robinson PUA - O'Connor \(P127\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 06/17/2010 08:35 AM
 Final Approval Date: 06/17/2010

3. Licensee's Rights. Licensee will have the full and exclusive right, within the boundaries of the Right of Way Parcels, to control and use the Right of Way Parcels, including the right to remove improvements; to erect and maintain fencing, traffic and pedestrian control devices, and signs; the right to clear trees and vegetation and the right to excavate, trench, fill, and grade, and to construct utilities and roadways. Utility construction will include the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, and gas lines and related facilities. Road construction will include the grading, cutting, and filling of the existing ground elevation; the temporary stockpiling of necessary materials; the placement of earthen fill for necessary lateral support; the channelization of existing grade to accommodate storm water runoff; the construction of an open or enclosed drainage ways and related facilities; the construction of curb and gutter systems and bridge structures or grade separations, if applicable; and the laying of road base and the placement of finished grade course material. Licensee and all of its Contractors must confine their work to the Right of Way Parcels, and may not use or enter any portion of the Remainder for access or any other purpose. If Owners currently have access to service or are entitled to access to service from any utilities which are existing or which are constructed under the terms of this Agreement, Owners will be entitled to continue to receive or access such service from the existing and any newly constructed utilities.

4. Licensee's Obligations; Liability; Insurance.

(a) Licensee will be liable for all damage or injury to persons or property resulting from the activities of Licensee, its agents, employees, assignees, contractors, subcontractors, or other parties in coming upon or about the Entire Tract in connection with Licensee's activities under this Agreement.

(b) Licensee will obtain, and maintain in full force and effect, at all times during the term of this Agreement, and will require each Contractor to obtain and maintain in effect at all times during which such Contractor is performing work on or within the Right of Way Parcels, a policy or policies of insurance which name Owners, jointly and severally, as additional insureds and which complies with the requirements of the Indemnity and Insurance Agreement attached as Exhibit D. This liability insurance will provide that it may not be canceled without at least 30 days written notice to Owners, and a certificate of insurance, confirming the required coverage, must be provided to Owners prior to Licensee or the Contractor in question entering upon or commencing any construction activity on the Right of Way Parcels.

(c) Licensee and each Contractor, by entering onto the Property, will be deemed to agree to indemnify and hold harmless Owners, jointly and severally, from and against any and all claims for personal injury and damages to the property of third parties that may arise out of its entry upon and use of the Right of Way Parcels. Licensee and each Contractor will be solely responsible for the safety of all of its employees, contractors, consultants, invitees and agents who enter onto the Right of Way Parcels.

(d) Licensee will require each Contractor to execute and deliver to Owners an Indemnity and Insurance Agreement in the form attached as Exhibit D and an agreement to comply with the Special Conditions to Entry attached as Exhibit E prior to entering upon or commencing any construction activity on the Right of Way Parcels.

(e) Licensee acknowledges that the Entire Tract is currently used for cattle grazing and agrees to keep all gates closed except when in actual use as permitted under this Agreement. Licensee has advised Owners that the second phase of the Roadway Improvements will be constructed in the future, and that the schedule for such construction has not yet been determined. Licensee agrees that Owners may continue to use the portion of the Right of Way Parcels which will be utilized for the second phase of the Roadway Improvements for cattle grazing until construction of the second phase is begun. At least 30 days prior to commencement of any construction of the portion of the Right of Way Parcels

which will be utilized for the second phase of the Roadway Improvements, Licensee will (i) cause the boundary of the remainder of the Right of Way Parcels to be staked on the ground, and (ii) give written notice to Owners when the staking is completed in order to enable Owners to construct fencing on the staked boundary and remove any cattle from the portion of the remainder of the Right of Way Parcels. The Fencing Payment described in Paragraph 1 will constitute full compensation to Owners for the reconstruction of fencing on the Right of Way Parcels as described above, and Licensee will have no responsibility for any costs of such reconstruction in excess of the Fencing Payment; however, Licensee will be responsible for and agrees to pay the cost of the staking of the boundary of the Right of Way Parcels as described above and the cost of repairing any damage to Owners' fencing caused by Licensee or its Contractors.

5. Reservation of Owners' Rights. This Agreement will not prejudice, in any way, to Owners' right to receive full and just compensation for the Right of Way Parcels, including any improvements thereon, and for any damage to the Remainder. By entering into this Agreement, Owners do not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and statutes of the State of Texas, the common law or any other provision of law or equity that Owners may have in connection with Licensee's exercise of its power of eminent domain, including Owners' right to contest procedural issues and Owners' rights relating to damages to and compensation for the Remainder. Owners expressly reserve, and do not waive, any claim Owners may have for damages if any activity permitted under this Agreement (i.e., channelization of existing grade to accommodate storm water runoff, grade separations, etc.) affects or creates a situation or condition that is detrimental to the value of the Remainder. Owners reserve the right to challenge, contest or appeal any aspect of the proceedings for acquisition, excluding only Licensee's authority to condemn. Neither Owners nor Licensee waives any of its legal rights, including any right to appeal or otherwise complain of any award by the Special Commissioners or a court of competent jurisdiction. Owners expressly reserve fee title to the Right of Way Parcels, and the rights and privileges granted by this Agreement will automatically terminate upon the closing of the sale of the Right of Way Parcels to Licensee and conveyance by Owners of fee title to the Right of Way Parcels to Licensee, or the rendition of a final judgment in condemnation by a court of competent jurisdiction; provided, however, the indemnity and insurance provisions of this Agreement will survive any such closing, sale or conveyance as to any liability or claim relating to or arising out of any occurrence prior to such conveyance or rendition.

6. Negotiation: Timing. Licensee agrees to negotiate with Owners in good faith with respect to the value of the Right of Way Parcels, the damage to the Remainder and any other related issues. If the parties fail to reach an agreement within 60 days from the date of this Agreement, Owners may, at their option, at anytime thereafter, notify Licensee in writing that they desire that Licensee file a condemnation action and immediately ask the Court to appoint Special Commissioners and schedule a hearing at the earliest practical time. Licensee agrees to initiate condemnation proceedings within 60 days of the date of delivery of such notice from Owners, and will schedule a hearing at the earliest possible date. Licensee further agrees that it will not seek to delay or continue the hearing and will take all procedural steps necessary to ensure that the hearing is held in a timely manner, without any delays caused by Licensee.

7. Date of Taking; Application of Deposit. For negotiation or condemnation purposes, Owners and Licensee agree to and hereby designate the date of taking (on which the value of the Right of Way Parcels is to be determined, and any damages to the Remainder are to be assessed) as of the date any award rendered by the Special Commissioners is deposited by Licensee in the registry of the court. The Deposit will be credited against the negotiated purchase price of the Right of Way Parcels at closing or the amount of the Special Commissioner's award, whichever is applicable.

8. Deposit of Award. Licensee agrees to deposit the balance of any award of the Special Commissioners, after application of the credit for the Deposit, in the registry of the court within 30 days of the date the Special Commissioners' award is filed with the court. This Agreement will expire 30 days after the filing

of a Special Commissioners' award covering all of the Right of Way Parcels and damages to the Remainder unless Licensee deposits the Special Commissioners' award in accordance with Texas law governing possession in a statutory eminent domain case by such date, however, the insurance and indemnity provisions of this Agreement will survive any such termination as to any liability claim to or arising out of any occurrence prior to the date of termination.

9. Use of Remainder; Damage to Other Property. Licensee acknowledges that the Entire Tract is currently leased and used for ranching operations, and agrees that all activities on the Right of Way Parcels will be conducted in a manner in order to minimize interference with or interruption of the ranching operations, or access to the Remainder by Owners and their tenant. Licensee will be responsible for either the immediate correction of, or prompt reimbursement of Owners for, any damage to any fencing, livestock, or any property of Owners, their tenant, or their agents or employees caused by the activities of Licensee or any of Licensee's Contractors which are not authorized by the express terms of this Agreement.

10. Effect of Agreement. The provisions of this Agreement will survive the termination of any purchase agreement between Owners and Licensee covering the Right of Way Parcels and the institution of any condemnation proceedings by Licensee relating to the Right of Way Parcels. This Agreement will terminate and merge into the closing of any negotiated sale of the Right of Way Parcels and/or any final judgment in connection with any condemnation proceeding covering the Right of Way Parcels; however, the insurance and indemnity provisions of paragraph 4 will survive any such closing or final judgment as to any liability or relating to or arising out of any claim or occurrence prior to such closing or judgment. Neither this Agreement nor any of its terms may be admitted as evidence or other wise used in any future legal proceedings relating to Owners' compensation for the Right of Way Parcels or any damage to the Remainder.

11. Authority. The parties each represent and warrant to the other that the signatories to this Agreement have the requisite power and authority to enter into this Agreement, to perform their respective obligations hereunder, and to complete the transactions contemplated by this Agreement. The parties have each taken all action, corporate and otherwise, necessary to authorize the execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and to complete the transactions contemplated hereby.

12. Binding Effect. This Agreement will be binding upon the heirs, devisees, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties.

13. Execution; Counterparts. This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

14. Exhibits. The following listed exhibits are attached to this Agreement, incorporated herein and made a part of this Agreement, for all purposes:

Exhibit A	Metes and Bounds Description of 4.173 Acre Tract
Exhibit B	Metes and Bounds Description of 11.330 Acre Tract
Exhibit C	Metes and Bounds Description of 19.084 Acre Tract
Exhibit D	Indemnity and Insurance Agreement
Exhibit E	Special Conditions to Entry

LICENSEE:

Williamson County, Texas

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2010 by _____, _____ of the Williamson County, Texas, a _____, on behalf of the County.

Notary Public, State of Texas

OWNERS:

ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: **ROBINSON ASSOCIATES**, a Texas General Partnership, General Partner

By: _____
A. H. Robinson, III, General Partner

Date: _____

By: _____
John Oscar Robinson, General Partner

Date: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **A.H. Robinson, III**, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of said general partnership and limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **John Oscar Robinson**, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of said general partnership and limited partnership.

Notary Public, State of Texas

ROBINSON 1990 LAND LIMITED PARTNERSHIP, a
Texas limited partnership

By: _____
A. H. Robinson, III, General Partner

Date: _____

By: _____
John Oscar Robinson, General Partner

Date: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **A.H. Robinson, III**,
General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, on behalf of said
limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **John Oscar
Robinson**, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, on behalf
of said limited partnership.

Notary Public, State of Texas

ROBINSON 1992 LAND LIMITED PARTNERSHIP, a
Texas limited partnership

By: _____
A. H. Robinson, III, General Partner

Date: _____

By: _____
John Oscar Robinson, General Partner

Date: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **A.H. Robinson, III**,
General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of said
limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **John Oscar
Robinson**, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf
of said limited partnership.

Notary Public, State of Texas

GER LAND PARTNERSHIP, LTD., a Texas Limited Partnership

By: GER Family LLC, a Texas limited liability company, Its general partner

By: _____
John Oscar Robinson, Manager

Date: _____

By: _____
Patricia Robinson Tyler, Manager

Date: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **John Oscar Robinson**, Manager of GER Family LLC, a Texas limited liability company, General Partner of GER Land Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **Patricia Robinson Tyler**, Manager of GER Family LLC, a Texas limited liability company, General Partner of GER Land Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

ROBINSON RANCH, a Texas general partnership

By: _____
A. H. Robinson, III, as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., as Trustee of the A. H. Robinson, III Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of Charlotte Dies Robinson

Its: General Partner

Date: _____

By: _____
Flora Robinson Cospers as Trustee of the Flora Robinson Cospers Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the Flora Robinson Cospers Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cospers Exempt Lifetime Trust, U/W of Charlotte Dies Robinson

Its: General Partner

Date: _____

By: _____
Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W/O Charlotte Dies Robinson

Its: General Partner

Date: _____

By: _____
J. Greg Archibald, Vice President, Cassidy Turley Midwest, Inc., Agent for **JP Morgan Chase Bank, N.A.**, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A. H. Robinson Jr., and as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson

As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the conveyance herein.

Date: _____

By: **GER 1999 Limited Partnership**, a Texas limited partnership

By: **G. E. Robinson, LLC**, a Texas limited liability company, is general partner

By: _____
J. Oscar Robinson, Manager

Date: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **A.H. Robinson, III**, Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said general partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **Flora Robinson Cosper**, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said general partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **Carla Robinson Allen**, Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said general partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

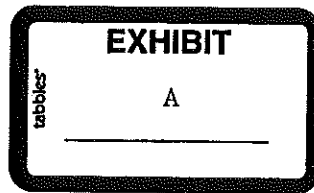
This instrument was acknowledged before me on _____, 2010, by Greg G. Archibald, Vice President, Cassidy Turley Midwest, Inc., Agent for **J.P. Morgan Chase Bank, N.A.**, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, as Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the conveyance herein, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2010, by **John Oscar Robinson**, Manager of G.E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company, limited partnership and general partnership.

Notary Public, State of Texas



DESCRIPTION

FOR A 4.173 ACRE TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT 425, AND JACOB M. HARRELL SURVEY, ABSTRACT NO. 284 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 612.5 ACRE TRACT AS DESCRIBED IN THAT DEED TO ROBINSON ASSOCIATES etal OF RECORD IN VOLUME 2251, PAGE 635 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.173 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 3/4" iron pipe found at an interior ell corner of said 612.5 acre tract, same being the southeast corner of a called 101.298 acre tract as described in that deed to Highland 620 Land Investment, Ltd., and recorded in Document No. 2006066321 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007592 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007591 of the Official Public Records of said County;

THENCE with the westerly line of said 612.5 acre tract, same being the easterly line of said 101.298 acre tract, N 20° 40' 04" W for a distance of 126.96 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for the south corner and **POINT OF BEGINNING** hereof;

THENCE continuing with the westerly line of said 612.5 acre tract, same being the easterly line of said 101.298 acre tract, N 20° 40' 04" W for a distance of 267.12 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for the most westerly corner hereof, from which a 1/2" iron rod with "Baker-Aicklen" cap to be set for an angle point on the easterly line of said 101.298 acre tract, same being an angle point of the westerly line of a called 348.60 acre tract as described in that deed to Robinson Associates etal, and recorded in Document No. 199978136 of the Official Public Records of said County bears, N 20° 40' 04" W a distance of 1525.30 feet;

THENCE departing the easterly line of said 101.298 acre tract, through the interior of said 612.5 acre tract, N 27° 52' 59" E for a distance of 691.28 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set on the north line of said 612.5 acre tract, same being the south line of said 348.60 acre tract for an angle point hereof;

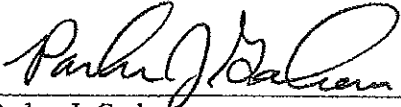
THENCE with the north line of said 612.5 acre tract, same being the south line of said 348.60 acre tract, N 65° 35' 20" E for a distance of 327.01 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for the northeast corner hereof;

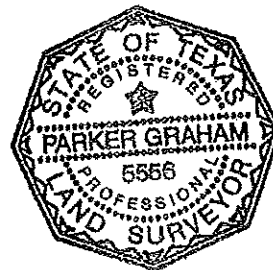
THENCE departing the south line of said 348.60 acre tract, through the interior of said 612.5 acre tract the following two (2) courses and distances:

1. S 27° 52' 59" W for a distance of 1097.96 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof, and
2. with the arc of a curve to the left, having a radius of 1900.00 feet, an arc length of 28.86 feet, a central angle of 00° 52' 13", and a chord which bears S 27° 26' 53" W for a distance of 28.86 feet, to the POINT OF BEGINNING hereof and containing 4.173 acres of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone.

Surveyed under the direct supervision of the undersigned during October, 2008:

 02/24/2009
Parker J. Graham
Registered Professional Land Surveyor No. 5556
BAKER-AICKLEN & ASSOCIATES, INC.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700

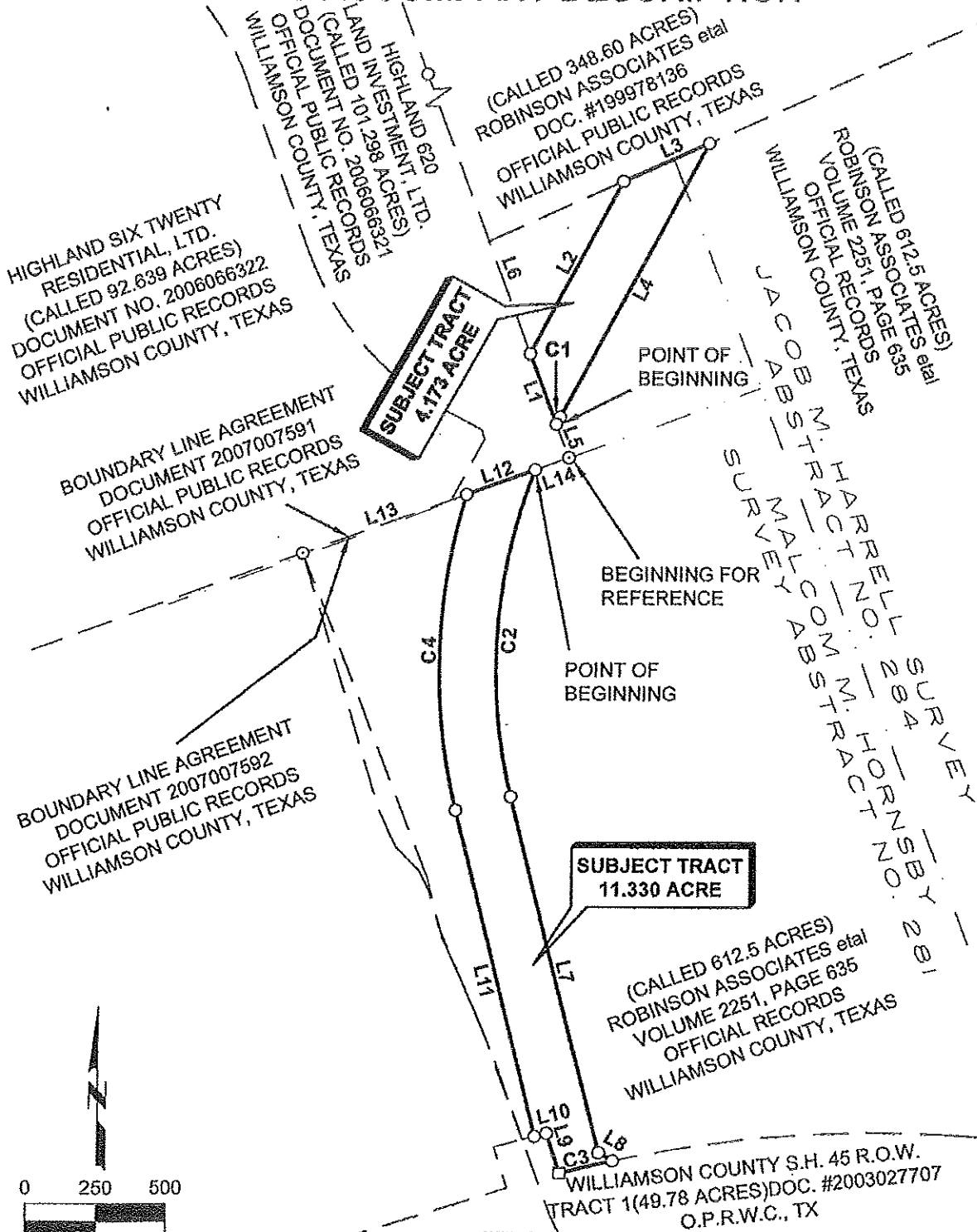


Job No.: 0711-3-029-15

Filename: W:\PROJECTS\WILLCO\OCCONOR EXTENSION\DWG-ROW TAKES\METES & BOUNDS\4.173 AC ROW.DOC

JOHN McQUEEN SURVEY
ABSTRACT NO. 425

SKETCH TO ACCOMPANY DESCRIPTION



BAKER-AICKLEN & ASSOCIATES, INC.
Engineers • Surveyors • GIS • Planning

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

W:\PROJECTS\WILLCO\CONOR EXTENSION\DWG-ROW TAKES\ROW-24, 173 & 11.330 AC ROW.dwg [PAGE 6] February 24, 2009 - 10:26am

SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	1900.00'	28.86'	00°52'13"	S 27°26'53" W	28.86'
C2	1900.00'	1184.40'	35°42'59"	S 03°47'31" W	1165.31'
C3	4386.39'	185.84'	02°25'39"	S 76°16'31" W	185.82'
C4	2100.00'	1136.70'	31°00'48"	N 01°26'25" E	1122.87'

NUMBER	BEARING	DISTANCE
L1	N 20°40'04" W	267.12'
L2	N 27°52'59" E	691.28'
L3	N 65°35'20" E	327.01'
L4	S 27°52'59" W	1097.96'
L5	N 20°40'04" W	126.96'
L6	N 20°40'04" W	1525.30'
L7	S 14°03'59" E	1301.98'
L8	S 59°03'59" E	55.77'
L9	N 17°56'33" W	147.89'
L10	S 75°10'52" W	43.82'
L11	N 14°03'59" W	1193.33'
L12	N 69°54'12" E	258.59'
L13	S 69°54'12" W	612.74'
L14	S 69°54'12" W	125.71'

LEGEND

- 1/2" IRON ROD WITH "BAKER-AICKLEN"
CAP TO BE SET
- ⊙ 3/4" IRON PIPE FOUND
- TXDOT TYPE II BRASS
DISC FOUND

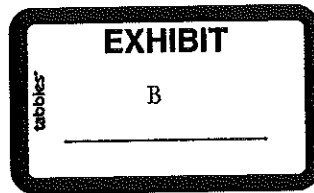
DATE: FEBRUARY, 2009
JOB NO. 0711-3-029-15
BY: R. BROOKS
PAGE 7 OF 7



**BAKER-AICKLEN
& ASSOCIATES, INC.**
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.
CEDAR PARK, TX 78613
(817) 250-3700

W:\PROJECTS\WILLCOX\CONOR EXTENSION\DWG-ROW TAKES\ROW-24.173 & 11.330 AC ROW.dwg (PAGE 7) February 24, 2009 - 10:26am



DESCRIPTION

FOR A 11.330 ACRE TRACT OF LAND SITUATED IN THE MALCOM M. HORNSBY SURVEY, ABSTRACT 281, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 612.5 ACRE TRACT AS DESCRIBED IN THAT DEED TO ROBINSON ASSOCIATES etal OF RECORD IN VOLUME 2251, PAGE 635 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 11.330 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 3/4" iron pipe found at an interior ell corner of said 612.5 acre tract, same being the southeast corner of a called 101.298 acre tract as described in that deed to Highland 620 Land Investment, Ltd., and recorded in Document No. 2006066321 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007592 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007591 of the Official Public Records of said County;

THENCE with the westerly line of said 612.5 acre tract, same being the southerly line of said 101.298 acre tract, S 69° 54' 12" W for a distance of 125.71 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southerly line of said 101.298 acre tract, through the interior of said 612.5 acre tract the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 1900.00 feet, an arc length of 1184.40 feet, a central angle of 35° 42' 59", and a chord which bears S 03° 47' 31" W for a distance of 1165.31 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for a point of tangency hereof;
2. S 14° 03' 59" E for a distance of 1301.98 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
3. S 59° 03' 59" E for a distance of 55.77 feet to a point on the south line of said 612.5 acre tract, same being a point on the north right-of-way line of Williamson County State

Highway 45, Tract 1, (49.78 acres) as recorded in Document No. 2003027707 of the Official Public Records of said County for the southeast corner hereof;

THENCE with the south line of said 612.5 acre tract, same being the north right-of-way line of said S. H. 45, with the arc of a curve to the left, having a radius of **4386.39** feet, an arc length of **185.54** feet, a central angle of **02° 25' 39"**, and a chord which bears **S 76°16' 31" W** for a distance of **185.82** feet to a TXDOT Type II Brass Disc found for the most southerly southwest corner hereof;

THENCE with the south line of said 612.5 acre tract, same being the north right-of-way line of said S. H. 45, the following two (2) courses and distances:

1. **N 17° 56' 33" W** for a distance of **147.89** feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
2. **S 75° 10' 52" W** for a distance of **43.62** feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof;

THENCE departing the north right-of-way line of said S. H. 45, through the interior of said 612.5 acre tract the following two (2) courses and distances:

1. **N 14° 03' 59" W** for a distance of **1193.33** feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof, and
2. with the arc of a curve to the right, having a radius of **2100.00** feet, an arc length of **1136.70** feet, a central angle of **31° 00' 48"**, and a chord which bears **N 01° 26' 25" E** for a distance of **1122.87** feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point on the westerly line of said 612.5 acre tract, same being the south line of said 101.298 acre tract, same being a point on the Boundary Line Agreement as recorded in Document No. 2007007591 and the Boundary Line Agreement as recorded in Document No. 2007007592 of said County for the northwest corner hereof, from which a ¾" iron pipe found for an angle point on the westerly line of said 612.5 acre tract, same being a point on the south line of a called 92.639 acre tract as described in that deed to Highland Six Twenty Residential, Ltd., and recorded in Document No. 2006066322 of the Official Public Records of said County bears, **S 69° 54' 12" W** a distance of **612.74** feet;

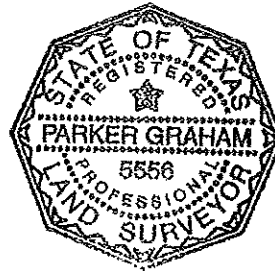
THENCE with the westerly line of said 612.5 acre tract, same being the south line of said 101.298 acre tract, same being the Boundary Line Agreement as recorded in Document No. 2007007591 and the Boundary Line Agreement as recorded in Document No. 2007007592 of said County, N 69° 54' 12" E for a distance of 258.59 feet to the **POINT OF BEGINNING** hereof and containing 11.330 acres of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone.

Surveyed under the direct supervision of the undersigned during October, 2008:

 02/24/2009

Parker J. Graham
Registered Professional Land Surveyor No. 5556
BAKER-AICKLEN & ASSOCIATES, INC.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700

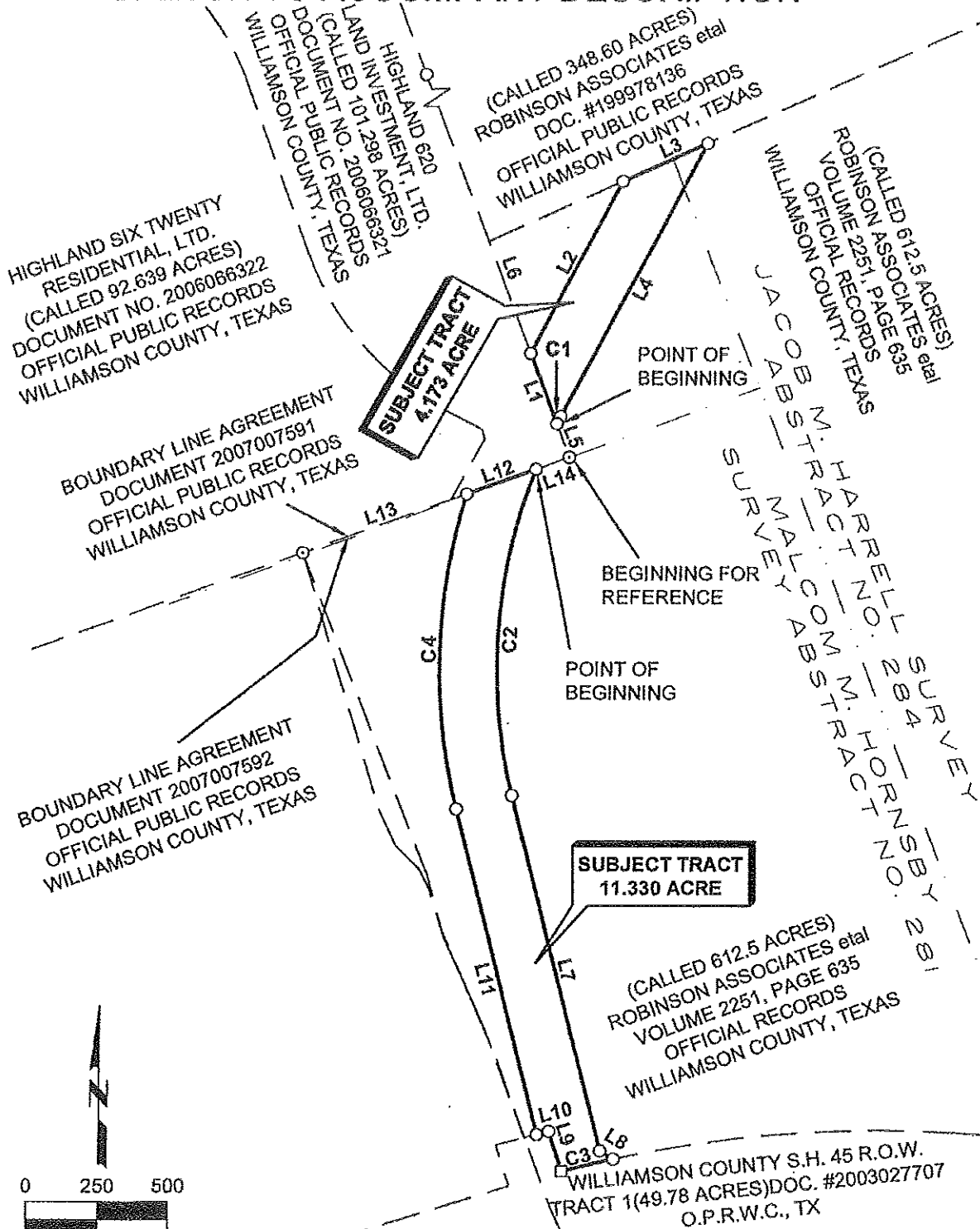


Job No.: 0711-3-029-15

Filename: W:\PROJECTS\WILLCO\OCCONOR EXTENSION\DWG-ROW TAKES\METES & BOUNDS\11.330 AC ROW.DOC

JOHN McQUEEN SURVEY
ABSTRACT NO. 425

SKETCH TO ACCOMPANY DESCRIPTION



DATE: FEBRUARY, 2009
JOB NO. 0711-3-029-15
BY: R. BROOKS
PAGE 6 OF 7



BAKER-AICKLEN & ASSOCIATES, INC.
Engineers • Surveyors • GIS • Planning

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

SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	1900.00'	28.86'	00°52'13"	S 27°26'53" W	28.86'
C2	1900.00'	1184.40'	35°42'59"	S 03°47'31" W	1165.31'
C3	4386.39'	185.84'	02°25'39"	S 76°16'31" W	185.82'
C4	2100.00'	1136.70'	31°00'48"	N 01°26'25" E	1122.87'

NUMBER	BEARING	DISTANCE
L1	N 20°40'04" W	267.12'
L2	N 27°52'59" E	691.28'
L3	N 65°35'20" E	327.01'
L4	S 27°52'59" W	1097.96'
L5	N 20°40'04" W	126.96'
L6	N 20°40'04" W	1525.30'
L7	S 14°03'59" E	1301.98'
L8	S 59°03'59" E	55.77'
L9	N 17°56'33" W	147.89'
L10	S 75°10'52" W	43.62'
L11	N 14°03'59" W	1193.33'
L12	N 69°54'12" E	258.59'
L13	S 69°54'12" W	612.74'
L14	S 69°54'12" W	125.71'

LEGEND

- 1/2" IRON ROD WITH "BAKER-AICKLEN"
CAP TO BE SET
- ⊙ 3/4" IRON PIPE FOUND
- TXDOT TYPE II BRASS
DISC FOUND

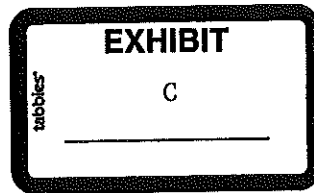
DATE: FEBRUARY, 2009
JOB NO. 0711-3-029-15
BY: R. BROOKS
PAGE 7 OF 7



**BAKER-AICKLEN
& ASSOCIATES, INC.**
Engineers • Surveyors • GIS • Planning

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

Y:\PROJECTS\WILLCOCKCOHOR EXTENSION\DWG-ROW TAKES\ROW-24.175 & 11.330 AC ROW.dwg [PAGE 7] February 24, 2009 - 10:28am



DESCRIPTION

FOR A 19.084 ACRE TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 425, AND JACOB M. HARRELL SURVEY, ABSTRACT NO. 284 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 348.60 ACRE TRACT AS DESCRIBED IN THAT DEED TO ROBINSON ASSOCIATES etal OF RECORD IN DOCUMENT NO. 199978136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.084 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT concrete monument found for a point of tangency on the southeasterly right-of-way line of Ranch Road 620 (100' right-of-way width), same being a point of tangency on the northwesterly line of said 348.60 acre tract for a point of tangency and **POINT OF BEGINNING** hereof;

THENCE with the southeasterly right-of-way line of said Ranch Road 620, same being the northwesterly line of said 348.60 acre tract the following two (2) courses and distances:

1. N 29° 26' 17" E for a distance of 173.01 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
2. N 32° 45' 11" E for a distance of 35.04 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for the most northerly corner hereof;

THENCE departing the southeasterly right-of-way line of said Ranch Road 620, through the interior of said 348.60 acre tract the following four (4) courses and distances:

1. S 15° 32' 18" E for a distance of 67.87 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof,
2. S 60° 32' 18" E for a distance of 926.67 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof,

3. with the arc of a curve to the right, having a radius of 1800.00 feet, an arc length of 2777.84 feet, a central angle of $88^{\circ} 25' 17''$, and a chord which bears $S 16^{\circ} 19' 40'' E$ for a distance of 2510.27 feet to $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for a point of tangency hereof, and
4. $S 27^{\circ} 52' 59'' W$ for a distance of 414.48 feet to a $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for an angle point on the south line of said 348.60 acre tract, same being the north line of a called 612.5 acre tract as described in that deed to Robinson Associates etal, and recorded in Volume 2251, Pg. 635 of the Official Records of said County for the southeast corner hereof;

THENCE with the south line of said 348.60 acre tract, same being the north line of said 612.5 acre tract, $S 65^{\circ} 35' 20'' W$ for a distance of 327.01 feet to a $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for the most southerly corner hereof, from which a $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for an angle point on the southwesterly line of said 348.60 acre tract, same being the northeasterly line of a called 101.298 acre tract as described in that deed to Highland 620 Land Investment, Ltd., and recorded in Document No. 2006066321 of the Official Public Records of said County bears, $N 46^{\circ} 33' 17'' W$ a distance of 1186.78 feet;

THENCE departing the north line of said 612.5 acre tract, through the interior of said 348.60 acre tract the following four (4) courses and distances:

1. $N 27^{\circ} 52' 59'' E$ for a distance of 673.20 feet to a $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof,
2. with the arc of a curve to the left, having a radius of 1600.00 feet, an arc length of 2469.19 feet, a central angle of $88^{\circ} 25' 17''$, and a chord which bears $N 16^{\circ} 19' 40'' W$ for a distance of 2231.36 feet to a $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for a point of tangency hereof,
3. $N 60^{\circ} 32' 18'' W$ for a distance of 926.73 feet to a $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
4. $S 74^{\circ} 27' 46'' W$ for a distance of 71.49 feet to a $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap to be set for a non-tangent point of curvature on the northwesterly line of said 348.60 acre

tract, same being the southeasterly right-of-way line of said Ranch Road 620 for the most westerly corner hereof;

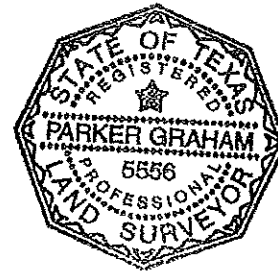
THENCE with the southeasterly right-of-way line of said Ranch Road 620, same being the northwesterly line of said 348.60 acre tract, with the arc of a curve to the right, having a radius of 5779.58 feet, an arc length of 90.55 feet, a central angle of $00^{\circ} 53' 52''$, and a chord which bears **N $29^{\circ} 53' 15''$ E** for a distance of 90.55 feet to the **POINT OF BEGINNING** hereof and containing 19.084 acres of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone.

Surveyed under the direct supervision of the undersigned during October, 2008:

 02/24/2009

Parker J. Graham
Registered Professional Land Surveyor No. 5556
BAKER-AICKLEN & ASSOCIATES, INC.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700



Job No.: 0711-3-029-15
Filename: W:\PROJECTS\WILLCO\OCCONOR EXTENSION\DWG-ROW TAKES\METES & BOUNDS\19.084
AC ROW.DOC

SKETCH TO ACCOMPANY DESCRIPTION

LEGEND

- 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP TO BE SET
- TXDOT TYPE I CONCRETE MONUMENT FOUND

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	1800.00'	2777.84'	88°25'17"	S 16°19'40" E	2510.27'
C2	1600.00'	2469.19'	88°25'17"	N 16°19'40" W	2231.36'
C3	5779.58'	90.55'	00°53'52"	N 29°53'15" E	90.55'

NUMBER	BEARING	DISTANCE
L1	N 29°26'17" E	173.01'
L2	N 32°45'11" E	35.04'
L3	S 15°32'18" E	67.87'
L4	S 60°32'18" E	926.67'
L5	S 27°52'59" W	414.48'
L6	S 65°35'20" W	327.01'
L7	N 27°52'59" E	673.20'
L8	N 60°32'18" W	926.73'
L9	S 74°27'46" W	71.49'
L10	N 46°33'17" W	1186.78'

HIGHLAND 620
LAND INVESTMENT, LTD.
(CALLED 101.298 ACRES)
DOCUMENT NO. 2006066321
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

(CALLED 612.5 ACRES)
ROBINSON ASSOCIATES et al
VOLUME 2251, PAGE 635
OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

DATE: FEBRUARY, 2009
JOB NO. 0711-3-029-15
BY: R. BROOKS
PAGE 4 OF 4

BAKER-AICKLEN & ASSOCIATES, INC.
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.
CEDAR PARK, TX 78613
(512) 250-3700

INDEMNITY & INSURANCE AGREEMENT

It is the express intent of the parties, _____ (hereafter referred to as Land User), and Robinson Land Limited Partnership, Robinson 1990 Land Limited Partnership, Robinson 1992 Land Limited Partnership, Robinson Ranch, GER Land Partnership, Ltd., and all other owners of the land to be accessed or used by the land User, (hereafter referred to as the land Owners), and Robinson Cattle Company (hereafter referred to as the Land Lessee) that the indemnity provided in this agreement is indemnity by signature to protect and indemnify the Land Owners and Land Lessee.

The Land Owners and Land Lessee agree to grant Land User access to or use of land as described on Attachment A of this Agreement. Land User agrees to the following terms:

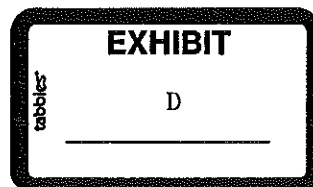
Land User shall fully defend, protect, indemnify and hold harmless the Land Owners and Land Lessee, their employees, invitees, agents, representatives or successors and assigns (the Indemnified Parties) from and against any and all claims, demands, actions or causes of action, and any and all liabilities, costs, and expenses (including but not limited to attorneys' fees and expenses, incurred in defense of any Indemnified Party), damage or loss in connection therewith, which may be made or asserted by Land User, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property, including pollution, caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Land User's use of the property under this Agreement.

Land User is required to provide certificate(s) of insurance to certify that insurance coverage is carried in the amounts listed below as a minimum, along with the following requirements.

1. Provide a certificate of insurance issued to Robinson Land Limited Partnership, Robinson 1990 Land Limited Partnership, Robinson 1992 Land Limited Partnership, Robinson Ranch, GER Land Partnership, Ltd., and

Robinson Cattle Company (as Land Lessee) for each of the following coverages:

Comprehensive General Liability:	\$1,000,000 Combined Single Limit \$2,000,000 General Aggregate
Comprehensive Automobile Liability:	\$1,000,000 Combined Single Limit
Worker's Compensation:	Statutory coverage under Texas law



Indemnity Agreement

Page 2

- a. In addition, all landowners listed above and **Robinson Cattle Company** (as Land Lessee) **must be named as Additional Insureds.**
 - b. A Waiver of Subrogation must be included in favor of all landowners listed above and also **Robinson Cattle Company** (as Land Lessee) and noted as such on the Certificate of Insurance.
 - c. A thirty-day notice prior to cancellation is required.
2. Sign and agree to "Special Conditions to Entry" as shown as Attachment B.
 3. If work is on Austin White Lime quarry property, "Site Specific Hazard Training" is also required.

Signature of Agent for Land Owners

Date

Printed Name of Agent for Land Owners

Signature of Agent for Land User

Date

Printed Name of Agent for Land User

Land User Address (Print)

Land User Phone Number (Print)

SPECIAL CONDITIONS TO ENTRY

ANY PROPERTY THAT IS DISTURBED MUST BE RETURNED TO ITS ORIGINAL CONDITION OR TO A CONDITION APPROVED BY OWNERS UPON COMPLETION OF PROJECT.

IF ACCESS IS FOR A STAGING AREA OR TEMPORARY CONSTRUCTION EASEMENT, PROPERTY WILL BE RECLAIMED TO INCLUDE SIX (6) INCHES OF NEW TOPSOIL (TO EXCLUDE ANY ROCK AND CLAY MATERIAL) AND GRASS WILL BE RESEEDING USING A COOL/WARM SEED MIX.

Any necessary temporary fencing will have to be constructed and in place before any permanent fencing is removed for construction access. At conclusion of the project, any displaced permanent fencing will be replaced/constructed by Landowner's fence builder, at Project contractor's expense.

Any temporary fencing or silt fencing put in place for this project will not block ranch roads or current access from Land Owners or AVL employees, unless an alternate access is provided as approved by Landowner.

A list of contact people including contractors and sub-contractors will be supplied. Contractor agrees to meet with representative of Landowner prior to start of construction to discuss project.

Any/all posted safety rules will be obeyed.

All applicable MSHA and OSHA standards and all other legal requirements will be complied with.

Damage repair to any existing fencing or gates will be completed by AVL fence builders Contractor's expense.

No leaks of fuels or pollutants will be acceptable. Contractor is responsible for any environmental cleanup necessary due to their use of property.

Contractor is responsible for road repair and dust control in staging area or roads being used by them unless otherwise agreed upon by Land Owners. All use of roads, gates, and crossing will be approved by Land Owner in advance.

All stakes, tape, or other markers placed on the property will be removed upon completion of work or studies.

NO HUNTING OR FISHING ALLOWED. Firearms will not be allowed on the property at any time. We reserve the right to search any vehicle on Property for firearms.

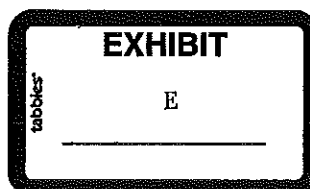
Do not leave paper cups, plates, ice bags, trash, etc. on the property.

Right of entry will be restricted to Monday through Friday, between 6 a.m. and 6 p.m..

Vehicles must be parked in areas off of the roadways.

If access to the property is for studies, surveying or other reporting purposes, Land Owners will be provided a written report of findings.

388489-2 05/06/2010



Persons entering the property will be limited strictly to the staging area boundaries; anyone found outside those boundaries will be considered to be trespassing.

For gate combinations for access, contact Robin at 512-255-3646 two days prior to entry to the property so residents and ranchers can be contacted.

Gates must be kept locked, and left as found. Interior gates that are closed will be left closed; and open gates will be left open.

It is understood that a signed Indemnity Agreement and Certificate of Insurance are required before entry onto the property.

This constitutes notification that deer hunting does occur on the property during deer season, and dove hunting during dove season. Any person entering the property will take necessary precautions.

Contractor agrees that these conditions will be made known to all persons entering the property.

Signature of Land User

Date

Appointment of new member to Adaptive Management Committee for WCCF Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on appointment to the Williamson County Conservation Foundation (WCCF) Adaptive Management Committee.

Background

On April 20 the court approved appointment of five members to the Adaptive Management Committee (AMC) for the WCCF. The court was told that a search was underway for at least one more member for the committee to represent the Texas Commission on Environmental Quality (TCEQ).

At its last board meeting the WCCF approved adding Cary Betz, P.G., to the AMC. Mr. Betz is a geologist and is with the Water Supply Division of TCEQ with particular emphasis on Edwards aquifer and related water and aquifer issues. His expertise will add additional insight into karst geology and water issues affecting the WCCF and the county's Habitat Conservation Plan. Mr. Betz has agreed to serve.

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: Gary Boyd
 Started On: 06/15/2010 08:16 AM
 Final Approval Date: 06/15/2010

Work Authorization (WCCF #2) for SWCA for HCP implementation services Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Work Authorization Request (styled WCCF #2) for SWCA Environmental Consultants for activities relating to services for the county's Regional Habitat Conservation Plan (RHCP).

Background

The proposed work authorization provides for services related to preserve monitoring surveys as required under the county's 10(a) incidental take permit for the county's annual report to US Fish and Wildlife Service, for activities related to investigation of potential Karst Fauna Areas (KFAs), to assist with incidental reports for and review of mitigation plans for various projects, and to provide biological and geological on-call services as requested by the Williamson County Conservation Foundation (WCCF) in furtherance of the RHCP.

This proposal was reviewed and passed at the WCCF board meeting on June 9.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [SWCA 2010 WA](#)

Form Routing/Status

Form Started By: Gary Boyd
 Started On: 06/15/2010 10:49 AM
 Final Approval Date: 06/15/2010



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.

Austin Office
4407 Monterey Oaks Boulevard,
Bldg. 1, Suite 110
Austin, TX 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

26 May 2010

Mr. Gary Boyd
Williamson County Conservation Foundation
350 Discovery Boulevard, Cedar Park, TX 78613

Re: RHCP Implementation Services Deliverables and Request for 2010 Work Authorization

Dear Gary,

SWCA recently submitted to you draft reports for submittal to the U.S. Fish and Wildlife Service documenting the eligibility of the Twin Springs and Wilco preserves as Karst Fauna Areas contributing to the recovery of endangered karst invertebrates in Williamson County. We look forward to continuing to work with you and the County during the review and approval process with the U.S. Fish and Wildlife Service. As these are the last deliverables due to you in accordance with our 2009 RHCP Implementation Services work authorization we are now requesting a renewal of that work authorization for services as needed in 2010. The following tasks have been completed under the 2009 work authorization:

- Research and meetings regarding potential KFAs on the Robinson Ranch
- Research and field investigation of potential Shadow Canyon preserve lands
- Preserve monitoring and management surveys on the Twin Springs, Beck, Cobbs, SW Regional Park, Chaos, and Big Oak Preserves
- Response to various data requests from WCCF regarding cave locations, endangered species status, etc.
- Completion and submittal of the Draft Preserve Maintenance and Monitoring Plan and Annual Report of Maintenance and Monitoring Activities for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan
- Research and field investigation of additional acreage on the Lyda tract adjacent to the existing Cobbs Conservation easement
- Completion of the Draft Twin Springs and Wilco Preserve Karst Fauna Area reports

While we are continuing with RHCP implementation services for 2010, our existing budget is depleted. We propose renewing our on-call work authorization for the same amount as last year (\$125,000) with the funds to be allocated as needed to keep up with RHCP implementation priorities. The following are tasks and that we anticipate would be required for the WCCF to stay current with its management, monitoring and research responsibilities as described in the RHCP.

- Respond to comments and revise as necessary the Draft Preserve Maintenance and Monitoring Plan and KFA reports
- Attend board meetings and assist in development of the Adaptive Management Work Group
- Conduct preserve maintenance and biological monitoring tasks as needed for the 2010 annual report, compile annual report. Service would include those that are USFWS permit dependant and would exclude those assigned to additional contractor for monthly preserve maintenance
- Conduct baseline preserve vegetation surveys as called for in Monitoring Plan Section 2.2
- Continue to assist the WCCF with data needs as necessary
- Assist WCCF as needed with development of public awareness program. Section 9.3.6 of the RHCP calls for \$5,000/yr starting in year 2
- Provide RCHP application review services as needed and provide separate accounting and billing information should those costs be passed back to applicants by the WCCF

Thank you and please do not hesitate to contact me with any questions or comments regarding this matter.

Sincerely,



Kemble White Ph.D., P.G.

2010-2011 CWB Contract Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a contract with the Child Welfare Board for 2010-2011

Background

Williamson County currently funds a portion of two full-time state CPS caseworkers. The Child Welfare Board pays (annually) \$18,000 of this cost. This contract is the agreement for the CWB to pay Williamson County those funds during the FY '11 budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [FY 11 CWB Contract](#)

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 06/15/2010 08:21 AM
Final Approval Date: 06/15/2010

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

STAFF CONTRIBUTION AGREEMENT

Agreement Term October 1, 2010 – September 30, 2011

This Staff Contribution Agreement ("Agreement") is entered into by and between Williamson County ("**County**") and the Williamson County Child Welfare Board ("**Board**"), both of which are political subdivisions of the State of Texas.

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to define the annual contribution of the **Board** towards funding the contract between the Texas Department of Family and Protective Services ("**DFPS**") and the **County**.

ARTICLE II

TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement at least thirty (60) days prior to the expiration of said term.

ARTICLE III

ANNUAL CONTRIBUTION

- 3.01 The **County** and the **Board** co-fund **DFPS** staff positions (FTE's) in Williamson County. The **Boards** contribution towards funding these positions shall be **\$18,000** for the term of this agreement

ARTICLE IV

PAYMENT

- 4.01 **County** will submit an invoice to the **Board** for payment of the annual contribution on a yearly basis. Said invoice shall be submitted no later than August 31st each year and payment shall be due and paid by September 30th each year.

ARTICLE V

AVAILABILITY OF FUNDS

- 5.01 **Board** agrees and understands that all financial obligations provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EQUAL OPPORTUNITY

- 6.01 **Board** agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VII
ASSIGNMENT & SUBCONTRACT

- 7.01 **Board** may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of **County**.

ARTICLE VIII
OFFICIALS NOT TO BENEFIT

- 8.01 No officer, employee or agent of **Board** and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX
TERMINATION

- 9.01 This Agreement may be terminated:
- A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.

ARTICLE X
WAIVER OF SUBROGATION

- 10.01 **Board** expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against **County**. **Board** also waives any rights it may have to indemnification from **County**.

ARTICLE XI
INDEMNIFICATION

- 11.01 To the extent allowed by law, it is further agreed that **Board** will indemnify and hold harmless Williamson County against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of **Board**, its agents, servants, or employees arising from activities under this Agreement. **Board** shall have no obligation to indemnify and hold harmless **County** for any act(s) of commission or omission of **County's** agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XII
GOVERNMENTAL IMMUNITY; NO THIRD PARTY BENEFICIARIES

- 12.01 This Agreement is expressly made subject to **County's** governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the **County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIII
REPRESENTATIONS & WARRANTIES

- 13.01 **Board** hereby represents and warrants that it has all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIV
TEXAS LAW TO APPLY

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

ARTICLE XV
VENUE

- 15.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XVI
COMPLIANCE WITH LAWS

- 16.01 Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XVII
LEGAL CONSTRUCTION

- 17.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVIII
PRIOR AGREEMENTS SUPERSEDED

- 18.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XIX
INDEPENDENT CONTRACTOR CLAUSE

- 20.01 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.

ARTICLE XX
ENTIRE AGREEMENT; AMENDMENTS


- 20.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. **County** may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Williamson County will then notify the **Board** in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of this Agreement after the effective date by the **Board** will signify its acceptance of these changes. If the **Board** declines to accept changes made by **County**, the **Board** may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY

BY: _____
Dan A. Gattis
Williamson County Judge

WILLIAMSON COUNTY CHILD
WELFARE BOARD

BY: 
Dianne Howell
Board President

Request for Unclaimed Capital Credits Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding requesting a portion of unclaimed capital credits from Texas Comptroller of Public Accounts and certification of purpose of the funds in compliance with Section 381.004 of the Texas Local Government Code.

Background

See Attached letter from Texas State Comptroller.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Comptroller Letter](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 06/11/2010 03:05 PM
Final Approval Date: 06/14/2010

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



June 2, 2010

The Honorable Dan Gattis
Williamson County Judge
710 Main St. Suite 101
Georgetown, Texas 78626-8207

Dear Judge Gattis:

As you may know, Section 74.602 of the Texas Property Code authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code (see enclosure).

The commissioners' court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted this reporting year, minus anticipated claims as determined by the Comptroller.

If your office anticipates submitting a request for these funds, please refer to the following guidelines:

- Requests are to be submitted by the commissioners' court, in writing, to the Texas Comptroller of Public Accounts by July 31 of each year.
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners' Court. Funds will be paid directly to the court.
- All requests **must** include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Please mail your request(s) to: Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P. O. Box 12019
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Elisa Flores by e-mail at elisa.alice.flores@cpa.state.tx.us or by phone at (800) 321-2274, ext. 3-1072.

Sincerely,

A handwritten signature in purple ink, reading "L Schilhabel", is written over the typed name.

Larry Schilhabel
Section Supervisor
Holder Reporting Section

cc: Elisa Flores

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider approving the 2011 renewal for the VINE (Victim Information & Notification Everyday) program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [VINE Renewal](#)

Form Routing/Status

Form Started By: Wendy Started On: 06/18/2010 10:55
Coco AM
Final Approval Date: 06/18/2010

May 19, 2010

The Honorable Judge Dan Gattis
Williamson County Judge's Office
710 Main, #101
Georgetown, TX 78626



Dear Judge Gattis:

This letter is to walk you through the 2011 renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period will end as of August 31, 2010.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2011. **We would like to have all Service Agreement Renewals back to our office no later than July 15, 2010, so we have plenty of time to process.** In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-07 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date. **Please note that there is a 2% increase added to your Maintenance Renewal. Based on the Vendor Certification document dated May 15, 2009, the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for 2011 and for FY 2012 and FY 2013, if the initial term is renewed.** This document is for your information only.
- **Service Agreement Renewal.** This agreement is between Appriss and Williamson County. The cost of the renewal should agree with Exhibit R-07. Please sign the enclosed documents and return one copy to Appriss at the above address, one copy to Chris Gersbach at the Texas Attorney Generals Office – MC -004 at P.O. Box 12548, Austin, TX 78711-2548 and retain one copy for your records.

Note: Invoices for the fiscal year 2011 will not be mailed to the County until September 1, 2010.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3850.

Sincerely,
Appriss Inc.

Colleen G. Heslin
Account Specialist

Enclosures

**Exhibit R-07 Maintenance Renewal
Automated Victim Notification Services
Williamson County**

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-07 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2011.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	# of Months Through 8/31/10	Total Maintenance Amount Due
\$26,333	\$4,377	\$30,710	12 Months	\$30,710

Maintenance Amount as indicated above does not include “3rd Party Vendor Fees”¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the “3rd Party Vendor” may not be reimbursed by the OAG’s SAVNS grant program.

Vendor Certification Verbiage

Pricing Model for FY 2011, and if Vendor Certification extended, Pricing Model for FY 2012 and FY 2013

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, contains a 2% increase from the Pricing Model for FY 2010.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, covers “Annual Standard Maintenance Fee” and “Standard Maintenance Work” done by the Certified Vendor related to an entity changing their booking system from their existing VINE-supported booking system to a new VINE-supported booking system. “Standard Maintenance Work” includes interface installation, setup, configuration, testing and documentation. A VINE-supported booking system is one for which an interface already exists. The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, also includes the “Out of Scope Costs”, as identified in this Part.

Booking systems that are “Not Yet VINE-supported” include those without an existing interface. They are not considered “Standard Maintenance Work” and are subject to the hourly contract rates for “Out of Scope Costs” as identified in this Part.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, does not include “3rd Party Vendor Fees” -- which are additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the “3rd Party Vendor Fees” may not be reimbursed by the OAG’s SAVNS grant program.

“3rd Party Vendor Fees” include booking system vendors, IT staff or other work that is associated with any booking system changes not covered under this Vendor Certification. These fees are paid directly to the vendor by either the entity or by the Certified Vendor.

¹ based on Response Part 4: for 3rd party Vendor Fees for county changes in the Pricing Model Section of the Vendor Certification.

R-07 Service Agreement Renewal Notice



DATE: May 19, 2010
CUSTOMER NAME: Williamson County
LOCATION: 710 Main, #101
Georgetown, TX 78626
PROJECT TYPE: Williamson County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: December 29, 2003
SERVICE AGREEMENT RENEWAL DATE: September 1, 2010
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2011
PROJECT PRICING: \$30,710

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:



Signature Date 5/21/2010

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

R-07 Service Agreement Renewal Notice

Appriss Copy



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: May 19, 2010
CUSTOMER NAME: Williamson County
LOCATION: 710 Main, #101
Georgetown, TX 78626
PROJECT TYPE: Williamson County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: December 29, 2003
SERVICE AGREEMENT RENEWAL DATE: September 1, 2010
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2011
PROJECT PRICING: \$30,710

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:



Signature Date 5/21/2010

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

R-07 Service Agreement Renewal Notice

OAG COPY



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: May 19, 2010
CUSTOMER NAME: Williamson County
LOCATION: 710 Main, #101
Georgetown, TX 78626
PROJECT TYPE: Williamson County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: December 29, 2003
SERVICE AGREEMENT RENEWAL DATE: September 1, 2010
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2011
PROJECT PRICING: \$30,710

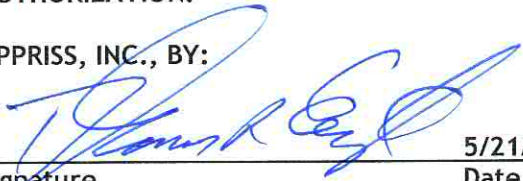
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:



Signature Date 5/21/2010

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

Consider Suddenlink as a Sole Source Provider Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Richard Semple
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider Suddenlink Communications as a sole source provider to the County for a dedicated, direct, fiber-optic connection to the internet on a high-availability network.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Explanation of Suddenlink as a Sole Source Provider](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/16/2010 10:47 AM
Final Approval Date: 06/16/2010

From: Richard Semple
Sent: Wednesday, June 16, 2010 9:14 AM
To: Jonathan Harris
Cc: Jay Schade
Subject: Internet Connection

Jonathan:

Based on the research done by ITS, and in consultation with the vendor community, only one company (Suddenlink) is able to offer what we are looking for: Dedicated, direct, fiber-optic connection to the internet on a high-availability network (greater than 99.9% uptime) from the Juvenile Justice Center facility inside the city limits of Georgetown that can scale from 5mb to 10mb (or greater) with less than 48 hours notice.

The only other major internet service provider for that area is Verizon Business, and they assured us that they cannot offer this service. The alternatives that they did offer did not meet our needs, and were far more expensive.

Thanks,
Richard

Richard Semple, GISP
GIS & 911 Addressing Director
Williamson County
301 SE Inner Loop, Suite 107
Georgetown, TX 78626
Office: 512-943-1489
Fax: 512-943-3737
Web: www.wilco.org/maps

Award of bid contract 11WCA048 Guard Rail Materials for URS Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Guard Rail Materials to the low bid meeting specifications, Texas Corrugators, Inc.

Background

Invitation was sent to 14+ companies. Only one bid submittal was received from previously awarded vendor.

Price increase received with this bid is competitive in the market.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Bid Tabulation Guard Rail Materials](#)

Form Routing/Status

Form Started By: Kerstin Hancock Started On: 06/16/2010 12:29 PM
Final Approval Date: 06/17/2010

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

**GUARD RAIL MATERIALS
BID NUMBER 11WCA048**

**Recommend Award: Texas Corrugators, Inc (only submittal)
Invitation sent to 14 companies**

ITEM #	DESCRIPTION	UNIT	MATERIAL UNIT PRICE
1	Metal Beam Guard Rail (TxDOT item 540.2A)	linear foot	5.40
2	Posts (TxDOT item 540.2B) - Timber	each	19.55
3	Posts (TxDOT item 540.2B) - Steel	each	39.00
4	Blocks (TxDOT item 540.2C) – Timber	each	4.25
5	Blocks (TxDOT item 540.2C) - Composite	each	4.25
6	Fittings (TxDOT) item 540.2D) – bolts, nuts & washers	each	1.74
7	Terminal Sections (TxDOT item 540.2E)	each	46.00

Award of bid contract 10WCA017 Seal Coating for URS Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Seal Coating to the low bid meeting specifications, Big Tex Paving, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Bid Tab Seal Coating](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	06/16/2010 12:42 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	06/16/2010 03:55 PM	APRV
Form Started By: Kerstin Hancock			Started On: 06/16/2010 12:35 PM	
Final Approval Date: 06/16/2010				

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

SEAL COATING

BID NUMBER 10WCA017

Recommend Award: Big Tex Paving, Inc.

Company Name	Price per square yard
Big Tex Paving	1.455
J.D, Ramming Paving	3.30

Advertisement and setting date for RFP for vehicle insurance for Williamson County

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of July 22, 2010 at 3:00 PM in Purchasing Department to receive proposals for Vehicle Insurance for Williamson County

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: Kerstin Hancock Started On: 06/16/2010 01:37 PM
Final Approval Date: 06/17/2010

Public Safety Mobile Hardware Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Richard Semple
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of July 7, 2010 at 11:00am in the Purchasing Department to receive bids for Public Safety Mobile Hardware, bid number 10WC818.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/16/2010 03:43 PM
Final Approval Date: 06/16/2010

Klotz PSA for engineering work at Regional Park Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Jonathan Harris, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding Professional Services Agreement to Klotz Associates, Inc, for engineering services at the Southwest Regional Park-Splash pad project. With a not-to-exceed amount of \$5,800.00

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Klotz PSA](#)

Form Routing/Status

Form Started By: Jonathan Harris Started On: 06/17/2010 10:05 AM
Final Approval Date: 06/17/2010

LETTER OF AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into this 18th day of May, 2010, by and between Klotz Associates, Inc. of Travis County, Texas (hereinafter called the "Engineer"), and Williamson County (hereinafter called the "Client")

That whereas the Client has requested services of the Engineer in relation to:
Williamson County Regional Park Modifications
Klotz Associates, Inc Proposal No. 2010-20

(SEE ATTACHED PROPOSAL LETTER DATED MAY 18, 2010)

(herein called the "Project").

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Upon receipt of the executed copy of this Agreement, the Engineer will perform services to provide the Client with the data, information or opinion requested, proceed with the work as expeditiously as practical, inform the Client of any delays and provide the Client with a minimum of two copies of the final product or findings.

The Client will place at the Engineer's disposal all available information pertinent to the Project including previous reports and any other relative data and will arrange for and provide access to the Engineer, without liability of any nature to the Engineer except for Engineer's own negligence, to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.

Payments for services of the Engineer will be based on a fixed price of Five Thousand Eight Hundred Dollars (\$5,800.00). Invoices will be submitted monthly and will reflect the percentage of the project completed at the date of the invoice.

Reimbursable expenses will be charged at Engineer's cost plus 15%. Reimbursable expenses shall mean the Engineer's actual expense of transportation and subsistence of principals, employees and consultants when traveling in connection with the Project, consultant's fees, field office expenses, toll telephone calls and telegrams, reproduction of reports, drawings and similar Project related items.

Payments for services, additional services and reimbursable expenses shall be made by the Client within thirty (30) days after receipt of Engineer's invoice. All moneys not paid the Engineer when due, hereunder shall bear interest at 1.5% per month, calculated daily, on the unpaid balance.

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Engineer shall be paid for services actually performed.

Client hereby agrees that Engineer's total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement shall not exceed the total compensation received by Engineer under this agreement. Client further agrees that Engineer shall not be liable for any injuries, claims, losses, expenses, or damages, except to the extent of Engineer's own negligence or willful misconduct.

All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of the Engineer as instruments of service. The Client may obtain a set of reproductions.

This Agreement represents the entire agreement between Klotz Associates, Inc. and the Client and may be amended only by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

CLIENT:
Williamson County, TX

Name Date
Title:

ENGINEER:
Klotz Associates, Inc.

SE Dukette 5/18/10
Name: Scott Dukette, PE Date
Title: Vice President

klotz associates

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

May 18, 2010

Mr. Jim Rodgers
Williamson County
350 Discovery Blvd.
Cedar Park, Texas 78613

Re: Williamson County Regional Park Modifications
Klotz Associates Proposal No. 2010-20

Dear Mr. Rodgers:

Thank you for the opportunity to assist in the plan update for the Williamson County Regional Park. The following outlines the scope of services being proposed.

Klotz Associates developed plans for the drainage, wastewater and water in April 2005. BWM Group provided an updated site plan that will impact the original design. Klotz Associates will perform the following tasks to update the 2005 plans to accommodate the new site plan provided by BWM (in AutoCAD format) and approved by Williamson County:

1. Update Sheet 6 with the new site plan
2. Update Sheet 7 to remove proposed RCP
3. Verify wastewater line elevation is sufficient for new building layout
4. Update Sheet 8 to adjust water line location for new building layout
5. Update Sheet 8 to relocate fire hydrant for new building layout
6. Verify that impervious cover changes will not impact the water quality pond
7. Update Sheet 9 with impervious cover calculations
8. One meeting with Williamson County, BWM Group, and/or others.

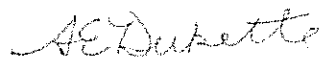
We will provide a plan set that only includes the sheets modified through this contract. We will also provide a cost estimate and bid quantities for civil work items, to be inserted in the bid package by others. Specifications will be addressed on the plans by reference only.

Our scope excludes the following:

- Design of modifications to existing or additional drainage facilities
- Retaining wall design
- Providing northing and easting layout coordinates
- Bid phase or construction phase services
- Reproduction or distribution of documents

The fee for this scope of work will be a lump sum amount of \$5,800. We will complete the work within 30 days of receipt of final approved site plan. Please call me if you have any questions or require any additional information at 512.328.5771. I look forward to working with you on this project.

Sincerely,



Scott Dukette, PE
Vice President

**Fugro PSA for construction materials testing and inspection services at
Wilco Regional Park
Commissioners Court - Regular Session**

Date: 06/22/2010
Submitted By: Jonathan Harris, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding Professional Services Agreement to Fugro Consultants, Inc, for construction materials testing and inspection services at the Southwest Regional Park-Splash pad project. With a not-to-exceed amount of \$30,985.50

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Fugro PSA](#)

Form Routing/Status

Form Started By: Jonathan Harris Started On: 06/17/2010 11:21 AM
Final Approval Date: 06/17/2010

FUGRO CONSULTANTS, INC.



8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

Williamson County
350 Discovery Blvd. Suite # 207
Cedar Park, Texas 78613

Proposal No. 04.30102026
May 20, 2010

jroddgers@wilco.org

Attention: Mr. Jim Rodgers

**Proposal for Construction Materials Testing and Inspection Services
Southwest Regional Park - Splashpad
Williamson, Texas**

Introduction

We are pleased to submit this proposal for providing on-site construction materials testing services for the above referenced project. In preparing this proposal, we have received project plans and specifications, issue date 1/18/10. In addition, Fugro provided geotechnical engineering services on this project (Fugro Report No. 04.30091072, dated 12/9/09).

In general, the project includes construction of a splash pad feature at the existing Southwest Regional Park, including two Reunion Pavilions, two Birthday Pavilions, a Restroom Facility, a pedestrian bridge, stone retaining walls, various walkways and plazas, and asphalt parking lot / drives. The project is located northwest of the intersection of Perry Mayfield Blvd. and Porho Drive, in Williamson County, Texas. In this proposal we present a scope of services, a fee estimate and unit price schedules.

Scope of Services

We anticipate that our scope of services will consist of:

- Earthwork Testing;
- Drilled Pier Observation;
- Concrete Reinforcing Steel Observation;
- Concrete Testing;
- Structural Masonry Testing;
- Welding and Bolting Inspection; and

A member of the Fugro group of companies with offices throughout the world.



Williamson County
Mr. Jim Rodgers

May 20, 2010
Page 2 of 6

■ Asphalt Testing.

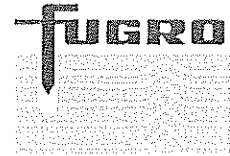
For placement and compaction of structural fill, site fill, utility backfill, retaining wall backfill, natural subgrade, and pavement base material, we will provide a soil technician when requested to perform required field density tests to monitor the contractor's compliance with specifications. Laboratory tests will consist of Atterberg limits, gradation analyses, and moisture density relationships. We have assumed that the pavement base supplier will provide certified laboratory test reports, and have not included this cost in our estimate.

For drilled pier or foundation construction, our technician will verify that the piers or footings have been installed to the required penetration of the proper bearing stratum. He will also verify that the excavation(s) has been properly cleaned, that piers are within plumbness requirements, and that casing is used, if required. Because boulder fill is anticipated to depths of 7 to 19+ feet, we anticipate that drilling progress will be slow, especially at the start of construction, and with an average of about 4 piers completed per day.

When requested, we will observe the concrete reinforcement prior to structural concrete placements. Bar size, spacing, splicing, cleanliness, and cover will be examined for compliance with the approved structural drawings.

When requested, our duties for cast-in-place concrete monitoring will be slump testing, air content testing, molding compression test cylinders, and concrete compression testing. Concrete will be observed for slump at the point of placement, and one set of concrete cylinders will be cast at the specified frequency. We have budgeted testing for all structural concrete, including building foundations and slabs, and retaining wall footings. We have budgeted only partial, or intermittent testing for site concrete such as sidewalks, plazas, flatwork, curb and gutter, rip rap, etc.

When requested for structural steel assemblies, a Certified Welding Inspector (CWI) will perform visual observation of all welded connections. Bolted connections will be checked for proper torque. All critical full-penetration welds can be tested by ultrasonic techniques if necessary. The construction contractor(s) will provide manlifts, scaffolding, or other suitable access to all welds requiring inspection. When requested, we will sample bearing grout for compressive strength testing.



Williamson County
Mr. Jim Rodgers

May 20, 2010
Page 3 of 6

When requested, we will observe concrete masonry unit wall construction to verify size and location of reinforcement and proper placement of grout. Mortar cubes and grout prisms will be cast to verify compliance with strength requirements. For boulder retaining walls, when requested, we will perform pull-tests on installed anchors, up to 1 1/4" diameter. We will also sample and test anchor grout for compressive strength if requested.

When requested, our technicians will also perform laboratory testing on the hot mix asphaltic concrete (HMAC). We will cut cores for determining field density and in-place thickness. Laboratory testing will include molding of test specimens, laboratory densities, voids in mineral aggregate, determination of maximum theoretical density, asphalt content, and gradation.

Our field technician(s) will immediately report results of field observations directly to the on-site job superintendent and owner's representative. We will assist the superintendent in identification and correction of any observed non-compliances with project specifications. In no case will our technician direct the contractor's operations, waive specifications, or make final acceptance of the contractor's work.

The scope of services proposed herein does not include inspection of any items at off-site suppliers and fabrication plants; it is assumed that suppliers and fabrication plants employed by the contractor have their own QA/QC program to satisfy the project requirements.

Terms and Conditions

Our general conditions for materials engineering and technical services are presented on Schedule 40.01. Construction materials testing fees are included on Fee Schedule CMT-2009. Both schedules are attached. The project will be billed monthly on the basis of this fee schedule.

Materials testing services are for quality control purposes only. In no way are our personnel responsible for the job site safety of others, nor do they have stop-work authority. However, our personnel will conduct their work in a safe, workman-like manner, and will observe work-site safety requirements.

The following statement is required by Fugro's Insurance Company. Fugro's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.



Williamson County
Mr. Jim Rodgers

May 20, 2010
Page 4 of 6

Proposed Budget

Testing costs will vary depending on the construction schedule, project sequencing, overlapping of work, weather, and other factors. Our services will be provided on a call-out basis and will be billed in accordance with the attached fee schedule. For budgeting purposes, we estimate that our fees will be approximately **\$30,985.50**, as detailed in the attached breakdown.

This cost estimate is based on the acceptance of our terms and conditions without modification, and the use of this proposal as our sole agreement.

* * *



Williamson County
Mr. Jim Rodgers

May 20, 2010
Page 5 of 6

To indicate acceptance of our proposal, please have the signature block below signed by a duly authorized person in the spaces provided and return the attached copy to us for our files.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please call.

FUGRO CONSULTANTS, INC.
TBPE Firm Registration No. 299

A handwritten signature in dark ink, appearing to read "J. Landwermeyer", written over a horizontal line.

John S. Landwermeyer, P.E.
Senior Project Manager

H:\CMT\PROPS\2010\04.30102026 Southwest Regional Park\p04.30102026.doc
Attachments

CLIENT:

Authorizing Signature

Name & Title

Company

Date



Williamson County
Mr. Jim Rodgers

May 20, 2010
Page 6 of 6

Document Distribution

Please indicate the addresses that you wish to have test reports distributed to.

Owner: _____	Tele: _____
Attn: _____	E-Mail: _____
Attn: _____	E-Mail: _____

Contractor: _____	Tele: _____
Attn: _____	E-Mail: _____
Attn: _____	E-Mail: _____

Architect: _____	Tele: _____
Attn: _____	E-Mail: _____
Attn: _____	E-Mail: _____

Engineer: _____	Tele: _____
Attn: _____	E-Mail: _____
Attn: _____	E-Mail: _____

Other: _____	Tele: _____
Attn: _____	E-Mail: _____
Attn: _____	E-Mail: _____

Other: _____	Tele: _____
Attn: _____	E-Mail: _____
Attn: _____	E-Mail: _____

p04.30102026.doc

GENERAL CONDITIONS FOR TECHNICAL SERVICES

1. Parties to This Agreement
CLIENT as used herein is the entity who authorizes performance of services by Fugro Consultants, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro Consultants, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).
2. On-site Responsibilities and Risks
 - 2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.
 - 2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.
 - 2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remobilization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
 - 2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.
 - 2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.
3. Standard of Care
 - 3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.
 - 3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.
4. Limitation of Remedies
To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of \$50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved. .
5. Invoices and Payment
At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty- (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.
6. Data, Records, Work Product and Report(s), and Samples
Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.
7. Indemnification
FUGRO and CLIENT shall indemnify each other from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence, including the negligence of the indemnifying party, and its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.
8. Consequential Damages
Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.
9. Biological Pollutants
FUGRO's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.
10. Acceptance of Agreement
These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.
11. Termination of Contract
CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.

FEES FOR CONSTRUCTION MATERIALS TESTING SERVICES

	Regular Time ⁽¹⁾	Overtime ⁽²⁾
1. Field Technicians		
1.1 Technician (NICET Level I or equivalent)	\$43.00/hr	\$ 53.00/hr
1.2 Senior Technician (NICET Level II, TxDOT Level 1A/1B, Associate Welding Inspector, or equivalent)	\$48.00/hr	\$ 58.00/hr
1.3 Senior Supervising Technician (NICET Level III, TxDOT Level II, or equivalent)	\$85.00/hr	\$ 95.00/hr
1.4 Certified Welding Inspector	\$72.00/hr	\$ 82.00/hr
2. Field Testing and Equipment		
2.1 Transportation (Minimum \$40.00/trip)		\$ 0.585/mile
2.2 Nuclear Density Tests (In addition to technician time)		\$ 13.00/test
2.3 Torque Wrench		No Charge
2.4 Dye Penetrant & Magnetic Particle Supplies		Cost + 15%
2.5 Ultrasonic Testing Equipment		\$ 20.00/hr
2.6 Asphalt Coring Equipment		\$ 20.00/hr
2.7 Concrete Coring Equipment		\$ 20.00/hr + bit charge
2.8 Concrete Core Bit Charges		
2.8.1 3 inch-diameter Core		\$ 2.00/inch
2.8.2 4 inch-diameter Core		\$ 3.00/inch
2.8.3 6 inch-diameter Core		\$ 5.00/inch
(Other sizes quoted upon request)		
2.9 Floor Flatness/Floor Levelness equipment (ASTM E1155)		\$ 200.00/day
2.10 Air Content of fresh concrete		\$ 15.00/ea
3. Laboratory Testing - Soil		
3.1 Natural Moisture Content (TEX-103-E)		\$ 15.00/ea
3.2 Atterberg Limits (TEX-104, 105, 106-E)		\$ 55.00/ea
3.3 Sieve Analysis - Soil (Nos. 4, 40, and 200, ASTM D422)		\$ 55.00/ea
3.4 Percent Passing No. 200 Sieve (TEX-111-E)		\$ 45.00/ea
3.5 Moisture Density Relationship (ASTM D 698)		\$ 210.00/ea
3.6 Moisture Density Relationship (ASTM D 1557)		\$ 210.00/ea
3.7 Moisture Density Relationship (TEX-113-E)		\$ 210.00/ea
3.8 Moisture Density Relationship (TEX-114-E)		\$ 210.00/ea
3.9 Texas Triaxial Compression Test on Base Material (TEX-117-E Part II)		\$1,050.00/set of 7
3.10 Wet Ball Mill (TEX-116-E)		\$ 150.00/ea
3.11 Permeability of Silt or Clay (ASTM D 5084)		\$ 250.00/ea
3.12 Sample Remolding		\$ 35.00/ea
3.13 Sample Preparation (Soils with P.I. > 25)		\$ 40.00/sample
3.14 Soil pH (TEX-128-E)		\$ 55.00/ea
3.15 Soil-Lime pH series (6 points, TEX-121-E, Part III)		\$ 195.00/set
3.16 Soluble Sulfates (TEX-145-E)		\$ 80.00/ea
4. Laboratory Tests - Concrete and Cement		
4.1 Concrete Mix Design		Quoted on Request

4.2	Aggregate Sieve Analysis (ASTM C136)	\$ 50.00/ea
4.3	Specific Gravity of Aggregate (ASTM C127, 128)	\$ 50.00/ea
4.4	Absorption of Aggregate (ASTM C127, 128)	\$ 50.00/ea
4.5	Unit Weight of Aggregate (ASTM C29)	\$ 50.00/ea
4.6	Concrete Cylinder Compressive Strength (ASTM C39)	\$ 17.00/ea
4.7	Beam Flexural Strength (ASTM C 78)	\$ 40.00/ea
4.8	Mortar Cube Compressive Strength (ASTM C780)	\$ 17.00/ea
4.9	Grout Specimen Compressive Strength (ASTM C1019)	\$ 40.00/ea
4.10	Concrete Masonry Unit Strength (ASTM C140)	\$ 75.00/ea
4.11	Concrete Masonry Unit Prism Strength (ASTM C1314)	\$ 150.00/ea
4.12	Drilled Core Compressive Strength (ASTM C42)	\$ 50.00/ea
5.	Laboratory Testing - Asphalt and Roofing	
5.1	Mix Design (Hveem or Marshall Method)	Quoted on Request
5.2	Molding Test Specimens, 3 per set (TEX-206-E), Bulk Density (TEX-207-E), and Stability (TEX-208-E))	\$ 110.00/set
5.3	Determine Maximum Theoretical Density (TEX-227-E)	\$ 60.00/ea
5.4	Stripping Test	\$ 75.00/ea
5.5	Asphalt Content (TEX-236-E with correction) and Gradation (TEX-200-F)	\$ 235.00/ea
5.6	Asp Content (TEX-236-E without Correction) and Gradation (TEX-200-F)	\$ 200.00/ea
5.7	Bulk Specific Gravity of Asphalt Core (TEX-207-E)	\$ 40.00/ea
5.8	Roof Ballast Sieve Analysis	\$ 50.00/ea
5.9	Oven Dried Moisture Content of Roofing Materials	\$ 25.00/ea
5.10	Laboratory Density of Field Cut Fireproofing	\$ 40.00/ea
6.	Laboratory Testing - Structural Steel	
	Weld Procedure and Welder Qualification Testing Rates	Quoted on Request
7.	Report Preparation	
	Test report preparation, review, and initial electronic distribution will be invoiced at a flat rate of 5% of total fees invoiced. Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:	
7.1	Word Processing	\$ 50.00/hr
7.2	Drafting	\$ 75.00/hr
7.3	Reproduction	\$ 0.15/copy
7.4	Postage	Cost
8.	Engineering Consultation	
8.1	Senior Consultant or Project Principal	\$ 145.00/hr
8.2	Project Manager	\$ 135.00/hr
8.3	Project Engineer	\$105.00/hr
8.4	Laboratory Manager	\$ 125.00/hr
9.	Outside Services	Cost + 15%

Notes: (1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.

(2) Overtime rates are applicable to time worked in excess of 8 hours per day, Monday through Friday; hours worked before 7:00 am and after 6:00 pm; and all hours worked on Saturdays, Sundays, and holidays.



**CONSTRUCTION MATERIALS TESTING FEE ESTIMATE
SOUTHWEST REGIONAL PARK
WILLIAMSON COUNTY, TEXAS**

Description	Test Method	Qty	Unit Price	Extension	Subtotal
Earthwork					
Field Density Tests	TEX 115E, Part I	100 ea	\$13.00	\$1,300.00	
Technician		80 hr	\$43.00	\$3,440.00	
Trip Charge		20 ea	\$40.00	\$800.00	\$5,540.00
Laboratory Testing for Soil					
Proctor Density	TEX 114E	5 ea	\$210.00	\$1,050.00	
Atterberg Limits	TEX 104, 105, 106E	5 ea	\$55.00	\$275.00	
Sieve Analysis	TEX 110E, 111E	5 ea	\$55.00	\$275.00	\$1,600.00
Drilled Piers					
Concrete Cylinders	ASTM C31, C39	40 ea	\$17.00	\$680.00	
Sr. Technician		80 hr	\$48.00	\$3,840.00	
Overtime		24 hr	\$58.00	\$1,392.00	
Trip Charge		12 ea	\$40.00	\$480.00	\$6,392.00
Reinforcing Steel Inspections					
Sr. Technician		20 hr	\$48.00	\$960.00	
Trip Charge		4 ea	\$40.00	\$160.00	\$1,120.00
Concrete Placement - Structural					
Concrete Cylinders	ASTM C31, C39	60 ea	\$17.00	\$1,020.00	
Air Content Tests	ASTM C173, C231	4 ea	\$15.00	\$60.00	
Technician		60 hr	\$43.00	\$2,580.00	
Trip Charge		20 ea	\$40.00	\$800.00	\$4,460.00
Structural Masonry					
CMU Mortar Cubes	ASTM C780	24 ea	\$17.00	\$408.00	
CMU Grout Specimens	ASTM C1019	16 ea	\$40.00	\$640.00	
Anchor Non Shrink Grout Cubes	ASTM C780	12 ea	\$17.00	\$204.00	
Masonry Units	ASTM C140	0 ea	\$75.00	\$0.00	
Masonry Prisms	ASTM C1314	0 ea	\$150.00	\$0.00	
Technician		42 hr	\$43.00	\$1,806.00	
Trip Charge		14 ea	\$40.00	\$560.00	\$3,618.00
Welding Inspection					
Bearing Non Shrink Grout Cubes	ASTM C780	8 ea	\$17.00	\$136.00	
Certified Welding Inspector		12 hr	\$65.00	\$780.00	
Trip Charge		48 ea	\$40.00	\$1,920.00	\$2,836.00
Hot-Mix Asphaltic Concrete					
Technician		8 hr	\$48.00	\$384.00	
Trip Charge		2 ea	\$40.00	\$80.00	\$464.00
Laboratory Testing for Asphalt					
Bulk Density/VMA	TEX 207F	4 set	\$110.00	\$440.00	
AC Content/Grad, w/ Corr Factors	TEX 236F, 200F	4 ea	\$235.00	\$940.00	
Max Theoretical Density	TEX 227F	4 ea	\$60.00	\$240.00	
Asphalt Coring Equipment		4 hr	\$20.00	\$80.00	
Specific Gravity of Asphalt core	TEX 207F	4 ea	\$40.00	\$160.00	\$1,860.00
Project Management					
Project Manager, P.E.		12 hr	\$135.00	\$1,620.00	
Report Production		Billed at 5% of total fee		\$1,475.50	\$3,095.50
Total Estimated Project Cost					\$30,985.50

2010/2011 Budget Order

Commissioners Court - Regular Session

Date: 06/22/2010
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Amendments/Additions to the 2010/2011 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 06/18/2010 09:28 AM
Final Approval Date: 06/18/2010

Discuss real estate matters

Commissioners Court - Regular Session

Date: 06/22/2010
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 O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - 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.
 - h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
 - i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
 - j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

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: 06/17/2010 08:52 AM
Final Approval Date: 06/17/2010

**Consultation with Attorney regarding Pending or Potential Claims and
Litigation or other confidential attorney-client matters
Commissioners Court - Regular Session**

Date: 06/22/2010
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts (discussion and possible action)

- a) Status Update-Pending Cases or Claims
- b) Employment related matters

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry Started On: 06/17/2010 11:13 AM
 Final Approval Date: 06/17/2010