

**NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MARCH 1ST, 2011
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 – 11)

5. Discuss and consider approving a line item transfer for All County Courts

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-004100	Professional Services	\$920.00	
To	0100-0425-004125	Transcripts	\$920.00	

6. Discuss and consider approving a line item transfer for the law library fund.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0350-0680-005758	law books	\$700.00	01

To	0350-0680-003005	Office Furniture	\$700.00	2
----	------------------	------------------	----------	---

- Discuss and consider approving a line item transfer for JP 4.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0454-001100	Salaries	\$949.68	
To	0100-0454-001107	Temp Labor	\$949.68	

- Discuss and consider approving yearly racial profiling stats for Constable Pct. #1.
- Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.
- Consider appointing Ms. Karen Dittman and Jeremy Van Delinder to ESD Board Number 9 with terms beginning immediately and to expire on Dec. 31, 2013.
- Discuss and consider final plat approval of The Parsley Subdivision, Pct. 3.

REGULAR AGENDA

- Discuss and take appropriate action on road bond program.
- Discuss and consider approving Cobb Fendley & Associates, Inc. Utility Coordination Professional Service Agreement (PSA) for Williamson County.
- Consider authorizing County Judge to execute a Partial Release of Possession and Use Agreement with Brad and Nancy Allen regarding right-of-way on RM 2338. (P25)
- Consider authorizing County Judge to execute a Partial Release of Drainage Easement with J. Sam Winters and Roy A. Butler regarding right-of-way on San Gabriel Parkway. (P15E)
- Consider authorizing County Judge to execute a Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 23)
- Consider authorizing County Judge to execute a Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 7)
- Consider authorizing County Judge to execute a Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 12)
- Consider authorizing County Judge to execute a Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 20)
- Consider authorizing County Judge to execute a Letter Agreement with Jerry W. Roznovak for a drainage easement needed on Chandler IIIA. (PARCEL 9E)

21. To consider and take appropriate action regarding the Landfill Gas Development Plan.
22. Discuss and take appropriate action authorizing the County Judge to execute a settlement agreement in the Cause No. 110-CV-905, Kimberly Lee & Sharon McGuyer v. Williamson County; in the United States District Court for the Western District of Texas, Austin Division.
23. Consider confirmation of Jack Ray Abbott as Pct. 3 Deputy Constable.
24. Discuss and take appropriate action on resolution supporting Low-Income Vehicle Repair, Retrofit, and Accelerated Retirement Program (LIRAP) and Local Initiative Projects (LIP).
25. Discuss and take appropriate action on second amendment to Williamson County Crisis Services Interlocal Agreement with Bluebonnet Trails Community Services.
26. Discuss and take appropriate action on the Burn Ban.
27. Discuss and take appropriate action regarding Texas legislative issues and bills that relate to county business.
28. Discuss and take appropriate action concerning Commissioners Court on March 15th, 2011.
29. Discuss and take appropriate action on terminating Bid/Contract # 11WCA016 by and between Williamson County and Universal Home Health regarding Hygiene Products for Williamson County Jail and authorizing the Williamson County Purchasing Department to tender a letter terminating Bid/Contract #11WCA016 effective immediately.
30. Consider authorizing advertising and setting date of March 23, 2011 at 3:00pm in the Purchasing Department to receive bids for CR 174 (Hairy Man Rd) @ Brushy Creek, Bid # 11WC911.
31. Consider awarding contract for Hygiene Products for the Williamson County Jail 11WCA016 to ICS Jail Supplies, Inc to replace vendor terminated for non-performance for the remainder of the fiscal year, ending on September 30, 2011.
32. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for February 2011 Extra Duty and Voluntary Duty:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Voluntary Duty Rev, SO	\$11,327.99	01
	0100.0000.341240	Extra Duty Pay, SO	\$31,590.96	02
	0100.0000.341221	Voluntary Duty Rev, Const 1	\$1,798.73	03
	0100.0000.341222	Voluntary Duty Rev, Const 2	\$1,521.32	04

	0100.0000.341224	Voluntary Duty Rev, Const 4	\$1,267.31	05
	0100.0000.341226	Voluntary Duty Rev, Juv Serv	\$101.39	06

33. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for February 2011 Extra Duty and Voluntary Duty pay:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001118	Payroll, Const 1	\$1,450.00	01
	0100.0551.002010	FICA, Const 1	\$110.93	02
	0100.0551.002020	Retirement, Const 1	\$165.30	03
	0100.0551.002050	Worker's Comp, Const 1	\$72.50	04
	0100.0552.001118	Payroll, Const 2	\$1,226.38	05
	0100.0552.002010	FICA, Const 2	\$93.82	06
	0100.0552.002020	Retirement, Const 2	\$139.81	07
	0100.0552.002050	Worker's Comp, Const 2	\$61.32	08
	0100.0554.001117	Payroll, Const 4	\$1,125.00	09
	0100.0554.002010	FICA, Const 4	\$86.06	10
	0100.0554.002050	Worker's Comp, Const 4	\$56.25	11
	0100.0560.001117	Vol Duty, SO	\$8,190.40	12
	0100.0560.001118	Extra Duty, SO	\$25,466.31	13
	0100.0560.002010	FICA, SO	\$2,574.74	14
	0100.0560.002020	Retirement, SO	\$2,903.16	15
	0100.0560.002050	Worker's Comp, SO	\$1,682.84	16
	0100.0570.001117	Payroll, Jail	\$1,865.50	17
	0100.0570.002010	FICA, Jail	\$142.71	18
	0100.0570.002050	Worker's Comp, Jail	\$93.28	19
	0100.0576.001117	Payroll, Juv	\$90.00	20
	0100.0576.002010	FICA, Juv	\$6.89	21
	0100.0576.002050	Worker's Comp, Juv	\$4.50	22

34. Discuss and consider approving a line item transfer for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.006611	Series 2001A-Interest	\$24,192.71	01
From	0600.0600.006629	'10 Ltd Tax Refunding-Int	\$44,160.29	02
To	0600.0600.006211	Series 2001A-Principal	\$68,353.00	03

35. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0600.0600.006211	Series 2001A-Principal	\$1,106,647.00	01

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)."

36. 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 SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.
 - f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
 - h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
 - i) Discuss proposed Northwoods Road District.

- j) Discuss conveyance of University Boulevard right-of-way.
- k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- l) Discuss proposed realignment project along FM 1660.
- m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.
- n) Discuss proposed acquisition of property for right-of-way along Chandler III A.
- o) 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.

- 37.** 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.), including the following:
- a) Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.
- 38.** 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.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
 - e) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - f) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - g) Employment related matters.
 - h) Other confidential attorney-client matters, including contracts.
- 39.** Discuss and take appropriate action real estate.

- 40.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
 - e) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - f) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - g) Employment related matters.
 - h) Other confidential attorney-client matters, including contracts.
- 41.** Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2011 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer

Commissioners Court - Regular Session

Date: 03/01/2011
 Submitted By: Suzanne Brooks, County Court At Law #1
 Department: County Court At Law #1
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for All County Courts

Background

Courts are requiring more transcriptions than usual.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-004100	Professional Services	\$920.00	
To	0100-0425-004125	Transcripts	\$920.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/23/2011 10:05 AM	APRV
4	Budget	Ashlie Koenig	02/23/2011 10:39 AM	APRV

Form Started By: Suzanne Brooks
 Started On: 02/23/2011 08:54 AM
 Final Approval Date: 02/23/2011

Line Item Transfer

Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Donna Connell, 368th District Court
Submitted For: Donna Connell
Department: 368th District Court
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the law library fund.

Background

Do not have shelves to hold lawbooks that have been in storage for a number of years.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0350-0680-005758	law books	\$700.00	01
To	0350-0680-003005	Office Furniture	\$700.00	2

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/24/2011 08:30 AM	APRV
4	Budget	Ashlie Koenig	02/24/2011 10:07 AM	APRV

Form Started By: Donna Connell
 Started On: 02/23/2011 02:02 PM
 Final Approval Date: 02/24/2011

Line Item Transfer for JP 4 Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Jessica Schmidt, J.P. Pct. #4
Submitted For: Jessica Schmidt
Department: J.P. Pct. #4
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP 4.

Background

JP 4 is requesting a line item transfer from Salaries to Temp Labor in the amount of \$949.68 to cover labor expense for one Temp in Court Clerk position. We have one Temp in Court Clerk position on a probationary basis.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0454-001100	Salaries	\$949.68	
To	0100-0454-001107	Temp Labor	\$949.68	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/24/2011 08:30 AM	APRV
4	Budget	Ashlie Koenig	02/24/2011 10:07 AM	APRV

Form Started By: Jessica Schmidt
 Started On: 02/23/2011 06:27 PM
 Final Approval Date: 02/24/2011

**Submission of racial profiling stats as required by law.
Commissioners Court - Regular Session**

Date: 03/01/2011
Submitted By: Robert Woodring, Constable Pct. #1
Submitted For: Robert Chody
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving yearly racial profiling stats for Constable Pct. #1.

Background

Fiscal Impact

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

Attachments

Link: [Racial Profiling memo](#)

Form Routing/Status

Form Started By: Robert Woodring
 Started On: 02/22/2011 09:03 AM
 Final Approval Date: 02/22/2011

Williamson County
Precinct One
Office (512) 244-8650



1801 E. Old Settlers Blvd.
Round Rock, TX 78664
Fax (512)244-8662

**ROBERT CHODY
CONSTABLE**

February 22, 2011

To: Williamson County Commissioner's Court
From: Robert Chody, Constable Precinct One
Ref: Racial Profiling Report

To comply with The Texas Code of Criminal Procedures Article(s) 2.133 and 2.134 My office must report Racial Profiling to the governing body of the county. Therefore I am reporting to the Williamson County Commisioner's Court a comparative analysis of the information compiled under Article 2.133 and 2.134.

The data collected is our required documentation of contacts with the public for the calendar year of 2010. These contact with the public were by traffic stops or pedestrian stops, whereby individuals were detained by probable cause of reasonable suspicion for an alleged offense.

A total of 26 stops were conducted, of thoughts stops twenty three (23) were white, two (2) were black and one(1) was Hispanic. After analyzing this data I have determined that no peace officer employed by this office have engaged in racial profiling.

Thank you

A handwritten signature in black ink, appearing to read "Robert Chody", is written over the "Thank you" text.

Robert Chody, Constable

Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.

Background

Fiscal Impact

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

Attachments

Link: [Asset Transfer Forms](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/24/2011 09:15 AM
 Final Approval Date: 02/24/2011

Williamson County

Asset Status Change Form

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

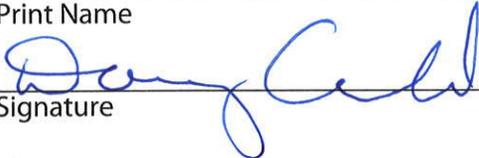
TRANSFER bet ween county departments
 TRADE-IN for new assets of similar type for the county
 DESTRUCTION due to Public Health / Safety
 SALE at the earliest auction *
 DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2008 hp 3600n color printer	ser # CNWDF35117		Working

Parties involved:

FROM (Transferor Department): County Court at Law No. 3

<p>Transferor - Elected Official/Department Head/ Authorized Staff:</p> <p>Doug Arnold</p> <hr/> <p>Print Name</p>  <hr/> <p>Signature</p>	<p>Contact Person:</p> <p>Cindi McIntyre</p> <hr/> <p>Print Name</p> <p>943-1161</p> <hr/> <p>Date Phone Number</p>
---	--

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

<p>Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)</p> <p> </p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p>	<p>Contact Person:</p> <p> </p> <hr/> <p>Print Name</p> <hr/> <p>Date Phone Number</p>
---	---

* 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 _____

The assets on the following two Asset Status Change forms were sold on the online auction that closed 2/16/11. They were not approved in Commissioners' Court to be sold at auction prior to the sale.

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)
	2nd page lists items for Auction....			

Parties involved:

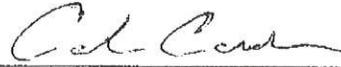
FROM (Transferor Department): 560 - SO CRIME SCENE

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

MARSHALL

CARLOS CARDONA



Print Name

Print Name

J Marshall

2-16-11

+1 (512) 943-1349

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

* 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 _____

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Olympus microscope stand with attachments model # U-DO model # U-BI30 model # U-TR30 model # BX40F	Olympus Optical Co. sn:4B08000 sn:4D09166 sn:4M03733 sn:3K14697	n/a	working
1	Ultraviolet twin light fingerprint	Sirchie Lab no sn	n/a	working
2	Vacuums trace evidence collection w carry case model # 497	3M sn:098881 sn:094850	n/a	working
5	Filters for vacuums (above)	3M no sn	n/a	working
2	camera shoulder straps	no sn	n/a	working
1	HMC filter multi coated (orange) 55 mm Pitch:0.75	no sn	n/a	working
(7)	Canon 35 mm Cameras EOS			
1	Rebel K2 w shoulder strap	sn:(21)80010832	n/a	working
1	Rebel X w shoulder strap	sn:2007355	n/a	working
1	ELAN II w shoulder strap & carry case	sn:3157927	n/a	working
1	Rebel S w shoulder strap & carry case	sn:3602433	n/a	working
1	Rebel X w shoulder strap & carry case	sn:2006515	314	working
1	Rebel K2 w shoulder strap & carry case	sn:(21)80010837	346	working
1	Rebel X w carry case & flash attachment	sn:3103152	611	working
1	Nikon camera N80 w shoulder strap & carry case missing lens 35mm	sn:2620176	n/a	working
2	Nikon sinc cord spiral / power pack for Nikon	no sn	n/a	working
1	Video camera lamp model #SV Q250-SG	no sn	n/a	working
(3)	Flash units to camera			
1	Sunpak thyristor auto 444D	sn:73000883	n/a	working
1	Sunpak power zoom 5000AF	sn:80103606	n/a	working
1	Speedlite 540EZ	sn:000412	n/a	working
4	small boxes of shelf dividers: sizes 3 - 9.5 in. X 8 in. 18 - 3 in. X 13 in.	no sn	n/a	working

Emergency Service District No. 9 appointments Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider appointing Ms. Karen Dittman and Jeremy Van Delinder to ESD Board Number 9 with terms beginning immediately and to expire on Dec. 31, 2013.

Background

In December of 2010, Commissioner Birkman and Commissioner Morrison interviewed Ms. Dittman as well as Jeremy Van Delinder and are recommending the appointment of both of them to serve on the ESD Board number 9. Judge Gattis has also interviewed these two candidates and he too is recommending their appointments. They would be appointed for two years terms that would begin immediately and end on Dec. 31, 2013. Currently there are two openings on the board. Since they only have 3 members on the board they are occasionally having issues with a quorum being present for meetings and this has created some problems. Both of their applications are attached.

Fiscal Impact

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

Attachments

Link: [Jeremy VanDelinder](#)

Link: [Karen Dittman](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 02/24/2011 10:42 AM
 Final Approval Date: 02/24/2011

Williamson County

Application for Emergency Service District Board of Commissioners

Date: 8 December 2010

Application for ESD # 9

Name Jeremy Van Delinder

Address 1009 Keeshond Place, Round Rock, TX 78664

Home Phone # None Work Phone # 512-761-6422

Cell Phone # 512-718-1854 Email Address pastor@NHBCRoundRock.org

Do you live in the district and if so, for how long?

Yes, since August 2010

Do you own property in the district and if so, for how long?

Yes, since August 2010

Are you a registered voter?

Yes

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

See Resume

Please describe any community or public service in which you have participated in the last ten years.

See Resume

Please explain briefly your reasons for interest in serving on the board.

I have a firm commitment to serving the community. As I attempt to become more significantly involved with public affairs here in Williamson County, I believe the Emergency Services Board presents a unique opportunity to utilize my skill set on behalf of our citizens. I am particularly excited about a position that calls for management and personal relation skills alongside knowledge of emergency services.

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD?

No

If yes, please name the relative and your relationship with him/her.

Have you ever been convicted of a crime? If yes, please provide an explanation.

No

Please add any other relevant information.

See resume

Please attach additional pages if necessary.

Williamson County
Application for Emergency Service District Board of Commissioners

Date: November 15, 2010

Application for ESD # 9

Name Karen Dittman

Address 12 Evergreen Dr., Round Rock, Tx 78664

Home Phone # 512-255-0085 Work Phone # N/A

Cell Phone # 512-923-3617 Email Address kditt78664@aol.com

Do you live in the district and if so, for how long? Yes, since April 1980

Do you own property in the district and if so, for how long? Yes, since April 1980

Are you a registered voter? Yes

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.
BS degree in Business Education
21 years as Adm. Asst. to Executive VP of First Texas Bank RR

Please describe any community or public service in which you have participated in the last ten years.
None, not wanting grandchildren to go to day care, I retired when the first one arrived. The last one is in Pre-K leaving me time to devote to other things.

Please explain briefly your reasons for interest in serving on the board.
I now have time to become involved in the community. This fits as I live in the ESD #9 district, not represented currently, and the family has been involved with the RRFD since two of our sons joined the volunteers around 1987.

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD?

Yes
If yes, please name the relative and your relationship with him/her. BC Charles Dittman, RRFD and BC John Dittman, RRFD

Have you ever been convicted of a crime? If yes, please provide an explanation.

No

Please add any other relevant information.
The nature of banking requires the ability to work with people. It also requires ethical principles, integrity and honesty.

Please attach additional pages if necessary.

Final Plat The Parsley Subdivision Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider final plat approval of The Parsley Subdivision, Pct. 3.

Background

Fiscal Impact

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

Attachments

Link: [Projects Parsley Subdivision](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/17/2011 01:32 PM	APRV
4	Nickey Lawrence (Originator)	Nickey Lawrence	02/24/2011 08:29 AM	APRV

Form Started By: Nickey Lawrence
Started On: 02/17/2011 10:47 AM

Final Approval Date: 02/24/2011

PERIMETER DESCRIPTION

BEING A 1.220 ACRE (53,152 SQUARE FOOT) TRACT OF LAND OUT OF THE JOSEPH TOM SURVEY, ABSTRACT NO. 615, WILLIAMSON COUNTY, TEXAS...

BEGINNING at a 1/2-inch iron rod with orange plastic cap stamped "Wallace Group" (hereafter referred to as "Wallace cap") set for most easterly northeast corner of the herein described tract...

THENCE, South 61 degrees 49 minutes 31 seconds West, departing the southwesterly R.O.W. line of said F.M. Highway 487...

THENCE, South 21 degrees 06 minutes 43 seconds East, with the common line of said 165.300 acre remainder tract and said 92.83 acre remainder tract...

THENCE, South 62 degrees 03 minutes 31 seconds West, with the common line of said 7.114 acre tract and said 165.300 acre remainder tract...

THENCE, departing said common line, and traveling through the interior of said 165.300 acre remainder tract, the following four (4) calls:

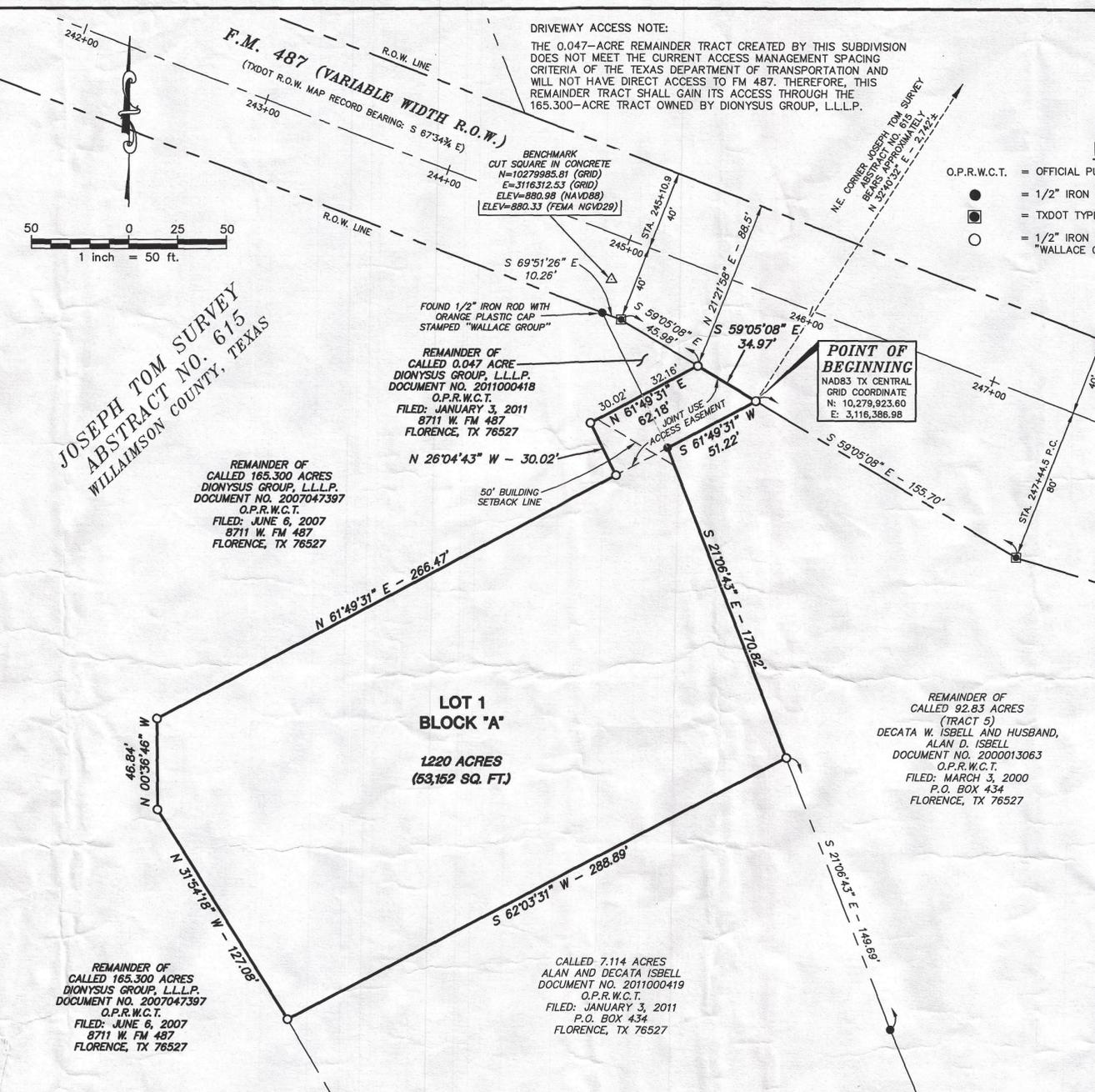
- 1) North 31 degrees 54 minutes 18 seconds West, a distance of 127.08 feet to a 1/2-inch iron rod with "Wallace cap" set for corner of the herein described tract;
2) North 00 degrees 36 minutes 46 seconds West, a distance of 46.84 feet to a 1/2-inch iron rod with "Wallace cap" set for the westernmost corner...

THENCE, North 61 degrees 49 minutes 31 seconds East, at a distance of 30.02 feet passing the common line of said 165.300 acre remainder tract and said 0.047 acre tract...

THENCE, South 59 degrees 05 minutes 08 seconds East, with said common line, a distance of 34.97 feet to the POINT OF BEGINNING of the herein described tract...

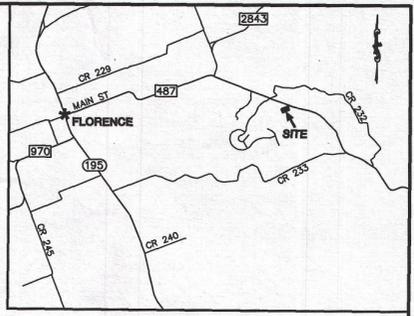
GENERAL NOTES:

- 1. TOTAL ACRES: 1.220 ACRES
2. NUMBER OF LOTS: 1
3. AREA OF SMALLEST LOT: 1.220 ACRES
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS...



LEGEND

- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
● = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
◻ = TXDOT TYPE I RIGHT-OF-WAY MONUMENT FOUND
○ = 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WALLACE GROUP" SET



LOCATION MAP NOT TO SCALE

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

THAT DIONYSUS GROUP, L.L.P., A TEXAS LIMITED LIABILITY PARTNERSHIP, ACTING HEREIN THROUGH ITS PRESIDENT KAMBRAH E. GARLAND, SOLE OWNER OF THAT CERTAIN CALLED 165.300 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007047397...

WITNESS MY HAND ON THE 1st DAY OF FEBRUARY, 2011

KAMBRAH E. GARLAND
PRESIDENT, DIONYSUS GROUP, L.L.P.
8711 W. FM 487
FLORENCE, TEXAS 76527-4132

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KAMBRAH E. GARLAND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED...

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1st DAY OF February, 2011

Shawna Platt
My Commission Expires 01/13/2013
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT...

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

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

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 27th DAY OF January, 2011, AD, AT 10:00 O'CLOCK A.M., AND DULY RECORDED THIS 27th DAY OF January, 2011, AD, AT 10:00 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET SLIDE

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: DEPUTY

THE PARSLEY SUBDIVISION

A 1.220 ACRE SUBDIVISION SITUATED IN THE JOSEPH TOM SURVEY, ABSTRACT NO. 615 WILLIAMSON COUNTY, TEXAS

THE WALLACE GROUP, INC. ENGINEERS - PLANNERS - SURVEYORS ONE CHISHOLM TRAIL SUITE 300 ROUND ROCK, TEXAS 78681 (PH: 512-248-0065) (FAX: 512-248-0360) TPBE F-54

Table with 4 columns: Proj. No., Date, Drawing, Scale. Values: 22202, 01-27-2011, 22202-PLAT, 1" = 50'

STATE OF TEXAS KNOW ALL MEN THESE PRESENTS:
COUNTY OF TRAVIS

I, DANIEL M. FLAHERTY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 27th DAY OF January, 2011, A.D.

Daniel M. Flaherty
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5004



COUNTY AND CITIES HEALTH DISTRICT CERTIFICATION

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS...

Steve Gilman, MS, RS, OS, 056592
16 FEBRUARY 2011
DIRECTOR ENVIRONMENTAL SERVICES
FOR EXECUTIVE DIRECTOR OF THE WCCHD

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

I, ROBERT W. SIMS, PROFESSIONAL ENGINEER IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE NOR IS ANY PORTION OF THE SUBDIVISION WITHIN ANY FLOOD HAZARD AREA AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 48491C0125E, EFFECTIVE DATE SEPTEMBER 28, 2008, AND THAT THE LOT IN THIS SUBDIVISION CONFORMS TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT, AND THAT ALL ENGINEERING FOR ROADS AND DRAINAGE WITHIN THE SUBDIVISION HAVE BEEN COMPLETED IN COMPLIANCE WITH THESE REGULATIONS (INCLUDING THE ENGINEERING GUIDELINES INCORPORATED AS APPENDIX B) AND WITH ALL GENERALLY ACCEPTED ENGINEERING STANDARDS, AND APPROVED VARIANCES.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 27th DAY OF January, 2011

Robert W. Sims, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 49314



ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 17 DAY OF February, 2011
Jeneca Bah
WILLIAMSON COUNTY ADDRESS COORDINATOR

**Cobb Fendley Utility Coordination PSA
Commissioners Court - Regular Session**

Date: 03/01/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Cobb Fendley & Associates, Inc. Utility Coordination Professional Service Agreement (PSA) for Williamson County.

Background

Fiscal Impact

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

Attachments

Link: [Cobb Fendley UC PSA](#)

Link: [Cobb Fendley Appendix B](#)

Form Routing/Status

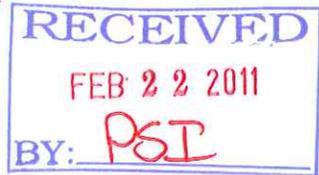
Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	02/23/2011 01:35 PM	APRV
2	Jim Gilger	Jim Gilger	02/23/2011 01:43 PM	APRV
3	County Judge Exec Asst.	Wendy Coco	02/24/2011 08:30 AM	APRV

Form Started By: Marie Walters

Started On: 02/23/2011 01:31 PM

Final Approval Date: 02/24/2011

Cobb Fendley - Utility Coordination



Checklist

Prior to Initiation of Work

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

Course of Work

- Original Utility Coordination Work Product submittal
- "Completed" Utility Coordination Work Product
- "Accepted" Utility Coordination Work Product
- Modifications and/or Changes for Approval of Utility Coordination Work Product
- "Approved" Utility Coordination Work Product
- Revisions to Work Product
- Data necessary for applications or documentation for permits and/or grants to be provided by Utility Coordinator/Engineer to County

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

- Internal Revenue Form W-9 *on file*
- Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- Invoice for Reimbursables
 - Proof of prior payment by Utility Coordinator/Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Utility Coordinator/Engineer</i>	5
II.	<i>Basic Services of the Utility Coordinator/Engineer</i>	5
III.	<i>Fee Schedule</i>	7
IV.	<i>Period of Service</i>	7
V.	<i>Coordination with the County</i>	9
VI.	<i>Review of Work Product</i>	9
VII.	<i>Revision to Work Product</i>	10
VIII.	<i>Utility Coordinator/Engineer's Responsibility and Liability</i>	11
IX.	<i>Ownership of Documents</i>	12
X.	<i>Maintenance of and Right of Access to Records</i>	13
XI.	<i>Miscellaneous:</i>	
A.	Severability	13
B.	Venue and Governing Law	14
C.	Equal Opportunity in Employment	14
D.	Certificate of Engineer	14
E.	Notice	14
F.	Insurance Requirements	15
G.	Property Taxes	15
H.	Successors and Assigns	16
I.	Bidding Exemption	16
J.	Taxpayer Identification	16
K.	Compliance with Laws	16
L.	Reports of Accidents	16
M.	Definition of Utility Coordinator/Engineer/Engineer	16
N.	Gender, Number and Headings	17
O.	Incorporation of Exhibits & Attachments	17
P.	Entity Status	17
Q.	Construction	17
R.	Independent Contractor Relationship	17
S.	No Waiver of Immunities	17
T.	Interest and Late Payments	17
U.	Texas Public Information Act	18
V.	Acknowledgement	18
W.	Governing Terms and conditions	18
X.	Entire Agreement	18
	Signature Page	19

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	20
	Attachment A – Work Authorization No. 1	22
	Exhibit D – Fee Schedule	23
	Attachment A – Work Authorization No. 2	24
	Exhibit D – Fee Schedule	25
	Attachment A – Work Authorization No. 3	26
	Exhibit D – Fee Schedule	27
EXHIBIT II	<i>Hourly Rates</i>	28
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	30
EXHIBIT IV	<i>Production Schedule</i>	31
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	32
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	34
EXHIBIT VII	<i>Insurance Requirements</i>	36
APPENDIX A	<i>Scope of Services</i>	37
APPENDIX B	<i>Utility Coordinator/Engineer’s Qualification Statement</i>	48

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Cobb Fendley & Associates, Inc. (**the "Utility Coordinator/Engineer"**).

WHEREAS, **County** proposes to construct various projects under the Road Bond, Pass-Through, Unified Road & Bridge and Facilities programs;

WHEREAS, **County** desires to obtain professional services for Utility Relocation Coordination and Engineering (as requested) Services (the "Project");

WHEREAS, **Utility Coordinator/Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Utility Coordinator/Engineer** agree to the performance of the professional services by **Utility Coordinator/Engineer** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Utility Coordinator/Engineer

County agrees to employ **Utility Coordinator/Engineer** and **Utility Coordinator/Engineer** agrees to perform professional utility coordination services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Utility Coordinator/Engineer

- A. In consideration of the compensation herein provided, **Utility Coordinator/Engineer** shall perform professional utility coordination services for the **Project**, which are acceptable to the **County Judge**, based on standard utility coordination practices and the scope of work described on the Exhibits attached to this Agreement. **Utility Coordinator/Engineer** shall also serve as **County's** professional Utility Coordinator/Engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Utility Coordinator/Engineer's** services.

- B. **Utility Coordinator/Engineer** shall not commence work until **Utility Coordinator/Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. **County** shall provide **Utility Coordinator/Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Utility Coordinator/Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Utility Coordinator/Engineer**.
- D. **Utility Coordinator/Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Utility Coordinator/Engineer/Engineer** shall submit its work products to **County** for review at regular intervals.

5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III
Fee schedule

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

Section IV
Period of Service

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

by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Utility Coordinator/Engineer** of written Notice of Reinstatement from **County**. **Utility Coordinator/Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Utility Coordinator/Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Utility Coordinator/Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard utility coordination practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Utility Coordinator/Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Utility Coordinator/Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Utility Coordinator/Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Utility Coordinator/Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Utility Coordinator/Engineer** shall be liable for any additional costs incurred by **County**.

- F. **Utility Coordinator/Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Utility Coordinator/Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Utility Coordinator/Engineer** for every day that **Utility Coordinator/Engineer** does not meet the production requirements set forth in Exhibit IV. ✓

- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete utility coordination work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an utility coordination work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the utility coordination work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V
Coordination with the County

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

Section VI
Review of Work Product

- A. **Utility Coordinator/Engineer's** utility coordination work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "utility coordination work products"), shall be submitted by **Utility Coordinator/Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the utility coordination work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the utility coordination work products in compliance with the requirements of this Agreement. The completeness of any utility coordination work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Utility Coordinator/Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Utility Coordinator/Engineer** and **County's** technical review process will begin.

- D. If the submission is incomplete, **County** shall notify **Utility Coordinator/Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Utility Coordinator/Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Utility Coordinator/Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final utility coordination work products, **Utility Coordinator/Engineer** shall without additional compensation perform any work required as a result of **Utility Coordinator/Engineer's** development of the products which is found to be in error or omission due to **Utility Coordinator/Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Utility Coordinator/Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator/Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

Section VIII
Utility Coordinator/Engineer's Responsibility and Liability

- A. *Utility Coordinator/Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Utility Coordinator/Engineer* shall inform *County* of such event within five working days.
- B. *Utility Coordinator/Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Utility Coordinator/Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Utility Coordinator/Engineer*.
- D. **UTILITY COORDINATOR/ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF UTILITY COORDINATOR/ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, UTILITY COORDINATOR/ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Utility Coordinator/Engineer's* opinions of probable *Project* cost or construction cost represent *Utility Coordinator/Engineer's* professional judgment as a design professional familiar with the construction industry, but *Utility Coordinator/Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Utility Coordinator/Engineer's* opinions of probable cost.
- F. *Utility Coordinator/Engineer* shall perform all services and responsibilities required of a *Utility Coordinator/Engineer* under this Agreement using at least that standard of care which a reasonably prudent Utility Coordinator/Engineer in Texas, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Utility Coordinator/Engineer* represents that it presently has, or is able to obtain, adequate

qualified personnel in its employment for performance of the services required under this Agreement and that **Utility Coordinator/Engineer** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **Utility Coordinator/Engineer** and professional personnel.

- H. All employees of **Utility Coordinator/Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Utility Coordinator/Engineer**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
- I. **Utility Coordinator/Engineer** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Utility Coordinator/Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Utility Coordinator/Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

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

Williamson County, and *County's* respective Utility Coordinator/Engineers and contractors, without the specific written consent of *Utility Coordinator/Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X
Maintenance of and Right of Access to Records

- A. *Utility Coordinator/Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

- B. *Utility Coordinator/Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Utility Coordinator/Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Utility Coordinator/Engineer* agrees that *County* shall have access during normal working hours to all necessary *Utility Coordinator/Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Utility Coordinator/Engineer* reasonable advance notice of intended audits.

- C. *Utility Coordinator/Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

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

Section XI
Miscellaneous

- A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing

the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Utility Coordinator/Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Utility Coordinator/Engineer.*** *Utility Coordinator/Engineer* certifies that neither *Utility Coordinator/Engineer* nor any members of *Utility Coordinator/Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Utility Coordinator/Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Utility Coordinator/Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

UTILITY:
COORDINATOR/
ENGINEER

Cobb Fendley & Associates, Inc.
Attn: Sandra G. Howell, P.E.
505 E. Huntland Dr., Suite 485
Austin, Texas 78752

COUNTY:

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

with copy to:

Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

and to:

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

and to:

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

and to:

Cobb Fendley & Associates, Inc.
Attn: Allen Watson, P.E.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

OK
m

- F. **Insurance Requirements.** *Utility Coordinator/Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Utility Coordinator/Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Utility Coordinator/Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to

determine if *Utility Coordinator/Engineer* is delinquent in the payment of property taxes.

- H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of *County* and *Utility Coordinator/Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Utility Coordinator/Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. ***Taxpayer Identification.*** *Utility Coordinator/Engineer* shall provide to *County Judge* upon submittal of *Utility Coordinator/Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ***Compliance with Laws.*** *Utility Coordinator/Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Utility Coordinator/Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after *Utility Coordinator/Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Utility Coordinator/Engineer*), whether or not it results from or involves any action or failure to act by the *Utility Coordinator/Engineer* or any employee or agent of the *Utility Coordinator/Engineer* and which arises in any manner from the performance of this Agreement, the *Utility Coordinator/Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Utility Coordinator/Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Utility Coordinator/Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Utility Coordinator/Engineer's* performance of work under this Agreement.
- M. ***Definition of Utility Coordinator/Engineer.*** The term "*Utility Coordinator/Engineer*" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Utility Coordinator/Engineer** is a Corporation, duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor.

County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- V. **Acknowledgement.** As a duly authorized representative of **Utility Coordinator/Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Utility Coordinator/Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Utility Coordinator/Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Utility Coordinator/Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 2011.

THE UTILITY COORDINATOR/ENGINEER:
COBB FENDLEY & ASSOICATES, INC.

WILLIAMSON COUNTY:

BY: Sandra Howell

BY: _____

Printed Name: Sandra G. Howell, P.E.

Dan A. Gattis
Williamson County Judge

Title: Principal

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

County Contracts
Management Auditor

OK
my 2/23/2011

EXHIBIT I
COMPENSATION FOR PROFESSIONAL SERVICES
ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 525,000.00 .
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Utility Coordinator/Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Utility Coordinator/Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Utility Coordinator/Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Utility Coordinator/Engineer** shall not be compensated for work made necessary by **Utility Coordinator/Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 2,000,000.00 , provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

ATTACHMENT A

WORK AUTHORIZATION NO. 1

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

Part 1. The *Utility Coordinator/Engineer* will provide the following utility coordination services for Williamson County Road Bond Projects: Utility Program Management, Program Management and Coordination, Utility Adjustment Coordination, Subsurface Utility Engineering (SUE), Utility Engineering and Design, Utility Construction Management and Observation, Research, Field Surveying, Right-of-Way Coordination, and Miscellaneous.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$376,020.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 30, 2011, unless extended by a Supplemental Work Authorization.

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

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

OK
my 2/22/2011

EXECUTED this ____ day of _____, 2011.

UTILITY COORDINATOR/ENGINEER:
Cobb Fendley & Associates, Inc.

COUNTY:
Williamson County, Texas

By: *Sandra G. Howell*
Signature

By: _____
Signature

Sandra G. Howell, P.E.
Printed Name

Dan A. Gattis
Printed Name

Principal
Title

County Judge
Title

WILLIAMSON COUNTY - UTILITY COORDINATION SERVICES
 FEBRUARY 2011 - SEPTEMBER 2011
 FEE ESTIMATE - ROAD BOND
 EXHIBIT - D

Description of Work Task	Project Manager	SR Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Utility Specialist	Construction Manager	Field Construction Observer	Administrative	Total Hours	Total Cost
	\$165.00	\$150.00	\$135.00	\$125.00	\$95.00	\$110.00	\$125.00	\$80.00	\$60.00		
UTILITY PROGRAM MANAGEMENT	72	72	0	0	0	60	0	0	12	216	\$ 30,360.00
PROJECT MANAGEMENT AND COORDINATION	96	72	0	0	0	48	0	0	48	264	\$ 35,160.00
UTILITY ADJUSTMENT COORDINATION	120	180	24	36	48	480	0	0	60	948	\$ 118,440.00
UTILITY ENGINEERING AND DESIGN	60	120	84	120	144	108	0	0	0	636	\$ 80,400.00
UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION	0	0	0	0	0	0	48	192	0	240	\$ 27,360.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	24	36	12	24	24	66	0	0	12	188	\$ 24,720.00
RIGHT-OF-WAY PROGRAM COORDINATION	48	12	0	0	12	48	0	0	12	132	\$ 16,920.00
SUBSURFACE UTILITY ENGINEERING (SUE)											\$ 20,000.00
FIELD SURVEYING											\$ 25,000.00
OTHER DIRECT EXPENSES											\$ 6,000.00
Total Hours	420	492	120	180	228	810	48	192	144	2,634	
Cost	\$69,300	\$76,260	\$16,200	\$22,500	\$21,860	\$69,100	\$6,000	\$15,360	\$8,640		\$ 376,020.00

Utility Coordination & Engineering Services

ATTACHMENT A

WORK AUTHORIZATION NO. 2

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

Part 1. The *Utility Coordinator/Engineer* will provide the following utility coordination services for the IH 35 Ramps and Frontage Roads (Phase I and II) Projects: Utility Adjustment Coordination, Utility Engineering and Design.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$30,000.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 30, 2011, unless extended by a Supplemental Work Authorization.

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

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

*OK
my 2/22/2011*

EXECUTED this ____ day of _____, 2011.

UTILITY COORDINATOR/ENGINEER:
Cobb Fendley & Associates, Inc.

COUNTY:
Williamson County, Texas

By: *Sandra G. Howell*
Signature

By: _____
Signature

Sandra G. Howell, P.E.
Printed Name

Dan A. Gattis
Printed Name

Principal
Title

County Judge
Title

WILLIAMSON COUNTY - UTILITY COORDINATION SERVICES
 FEBRUARY 2011 - SEPTEMBER 2011
 FEE ESTIMATE - IH 35 RAMPS AND FRONTAGE ROADS (PH I AND PH II)
 EXHIBIT - D

Description of Work/Task	Utility Coordination & Engineering Services										Total Hours	Total Cost	
	Project Manager	SR. Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Utility Specialist	Construction Manager	Field Construction Observer	Admin/Clerical				
UTILITY ADJUSTMENT COORDINATION	\$16,000	\$156,000	\$135,000	\$125,000	\$95,000	\$110,000	\$125,000	\$80,000	\$40,000				\$ 18,800.00
UTILITY ENGINEERING AND DESIGN	5	24	7	7	14	75	0	0	12				\$ 11,700.00
OTHER DIRECT EXPENSES	8	24	14	14	14	14	0	0	3				\$ 1,700.00
Total Hours	13	48	21	21	28	89	0	0	15			234	
Cost	\$2,145	\$7,440	\$2,808	\$2,625	\$2,622	\$9,790	\$0	\$0	\$870				\$ 30,000.00

ATTACHMENT A

WORK AUTHORIZATION NO. 3

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

Part 1. The *Utility Coordinator/Engineer* will provide the following utility coordination services for the Unified Road System Projects: Utility Program Management, Program Management and Coordination, Utility Adjustment Coordination, Utility Engineering and Design, Utility Construction Management and Observation, Research, Right-of-Way Coordination, and Miscellaneous.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$71,721.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 30, 2011, unless extended by a Supplemental Work Authorization.

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

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

*OK 2-22
M 2011*

EXECUTED this ____ day of _____, 2011.

UTILITY COORDINATOR/ENGINEER:
Cobb Fendley & Associates, Inc.

COUNTY:
Williamson County, Texas

By: *Sandra G. Howell*
Signature

By: _____
Signature

Sandra G. Howell, P.E.
Printed Name

Dan A. Gattis
Printed Name

Principal
Title

County Judge
Title

WILLIAMSON COUNTY - UTILITY COORDINATION SERVICES
 FEBRUARY 2011 - SEPTEMBER 2011
 FEE ESTIMATE - UNIFIED ROAD SYSTEM
 EXHIBIT - D

Utility Coordination & Engineering Services

Description of Work Task	Project Manager	Sr. Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Utility Specialist	Construction Manager	Field Construction Observer	Admin/Clerical	Total Hours	Total Cost
UTILITY PROGRAM MANAGEMENT	18	\$155.00	\$132.00	\$125.00	\$95.00	\$110.00	\$125.00	\$80.00	\$60.00	47	\$ 6,578.00
PROJECT MANAGEMENT AND COORDINATION	21	18	0	0	0	10	0	0	10	57	\$ 7,618.00
UTILITY ADJUSTMENT COORDINATION	28	39	5	8	10	104	0	0	13	205	\$ 25,220.00
UTILITY ENGINEERING AND DESIGN	13	26	18	26	31	23	0	0	0	138	\$ 17,420.00
UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION	0	0	0	0	0	0	10	42	0	62	\$ 4,828.00
RESEARCH UTILITY DATA COLLECTION PLANNING	5	8	3	5	5	14	0	0	3	43	\$ 5,281.00
EIGHT-ARMY (ROM) COORDINATION	10	3	0	0	3	10	0	0	3	29	\$ 3,686.00
SUBSURFACE UTILITY ENGINEERING (SUE)											\$ -
FIELD SURVEYING											\$ -
OTHER DIRECT EXPENSES	91	107	26	39	49	176	10	42	31	571	\$ 1,300.00
Total Hours											
Cost	\$75,015	\$16,523	\$3,310	\$4,975	\$4,683	\$19,305	\$1,300	\$3,323	\$1,372		\$ 71,721.00

EXHIBIT II

HOURLY RATES

Rates subject to 2.95% escalation per calendar year beyond September 30, 2011, provided that the consumer price index of all workers or the equivalent for the previous year has not decreased.

Project Manager.....	\$165.00/HR
Project Engineer III.....	\$135.00/HR
Project Engineer II.....	\$125.00/HR
Project Engineer I.....	\$95.00/HR
Senior Engineer	\$155.00/HR
Technician III.....	\$95.00/HR
Technician II.....	\$85.00/HR
Technician I.....	\$75.00/HR
Licensed State Land Surveyor.....	\$200.00/HR
Registered Professional Land Surveyor	\$125.00/HR
4- Man Survey Crew	\$145.00/HR
3- Man Survey Crew	\$135.00/HR
2- Man Survey Crew	\$120.00/HR
Construction Manager.....	\$125.00/HR
Senior Field Construction Observer.....	\$95.00/HR
Field Construction Observer	\$80.00/HR
Utility Specialist.....	\$110.00/HR
Telecommunications Designer	\$80.00/HR
Telecommunications Fieldman.....	\$70.00/HR
GIS Manager.....	\$125.00/HR
GIS Analyst	\$90.00/HR
Post Processing GPS Data.....	\$92.00/HR
Right-of-Way Agent.....	\$100.00/HR
Clerical	\$60.00/HR
GPS	\$32.00/HR/Receiver

ok
m

SUBSURFACE UTILITY ENGINEERING

Level C & D (Without Level B)	\$0.42/Foot
Level B – Designation (Without Level C & D).....	\$1.39/Foot
Level A – Location (Non-Destructive Excavation):	
➤ Vertical Depth: 0 Ft. – 5 Ft.....	\$1,095/Hole
5 Ft. – 8 Ft.....	\$1,510/Hole
8 Ft. – 13 Ft.....	\$1,780/Hole
13 Ft. – 20 Ft.....	\$2,420/Hole
> 20 Ft.....	\$3,450/Hole
Ground Penetrating Radar.....	To Be Negotiated
SUE Technician (With Equipment).....	\$95/HR
Locating (With Equipment & Two (2) Technicians).....	\$315/HR
Traffic Control Officer.....	@ Cost
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost
Designation & Traffic Control Vehicles.....	\$3.30/Mile
Location Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm).....	@ Cost
Courier, Special Equipment Rental.....	@ Cost
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.).....	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person).....	\$35/Day
Title Plant Charges	@ Cost
Other Misc. Expenses Related to the Project.....	@ Cost
In-House Reproduction:	
➤ Copies (Up to 11" x 17").....	\$0.15/Each
➤ Color Prints (Up to 11" x 17").....	\$1.50/Each
➤ Color Prints (Larger than 11" x 17")	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes)	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

ok
m

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

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

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. **Utility Coordinator/Engineer** will include the provisions of paragraph (A.) through (F.) in every

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Utility Coordinator/Engineer*), involves utility coordination management services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING AND DESIGN
6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION
7. RESEARCH – UTILITY DATA COLLECTION (PLANNING)
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION
10. MISCELLANEOUS

1. UTILITY PROGRAM MANAGEMENT

- 1.1. The *Utility Coordinator/Engineer*, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.
 - 1.1.1. The *Utility Coordinator/Engineer* will provide Utility Program Management services during any one, or combination, of the following phases of a County project: County Planning, County Design, and/or County Construction. These services will include, but

are not limited to, Road Bond Projects, Pass-Thru Projects and Unified Road System Projects.

- 1.2. Annual Utility Meeting. The *Utility Coordinator/Engineer*, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year.
- 1.3. Utility Design Criteria Manual. The *Utility Coordinator/Engineer*, in association with the County and its Designated Representatives, will review and update the Utilities Section of the County Road Bond Program Design Criteria Manual and associated appendices on an annual basis, or as needed.
- 1.4. The *Utility Coordinator/Engineer* will meet with the County and its Designated Representatives on a quarterly basis, or as needed, to discuss the overall County Utility Program.

2. PROJECT MANAGEMENT AND COORDINATION

- 2.1. The *Utility Coordinator/Engineer*, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The *Utility Coordinator/Engineer's* Project Manager is:

Ms. Sandee Howell, P.E.
Cobb, Fendley & Associates, Inc.
Telephone: 512-834-9798

- 2.2. Project Quality Assurance / Quality Control (QA/QC). The *Utility Coordinator/Engineer* will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development in order to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function.
- 2.3. Utility Status Report. The *Utility Coordinator/Engineer* will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
 - 2.3.1. Project with Limits
 - 2.3.2. Roadway Design Engineer
 - 2.3.3. Roadway Design Status
 - 2.3.4. Estimated Start or Letting Date for Roadway Construction
 - 2.3.5. Utility Owners within Project
 - 2.3.6. Utility Design Status
 - 2.3.7. Utility Agreement or Permit Status
 - 2.3.8. Utility Relocation Status
- 2.4. Weekly Utility Update Meetings. The *Utility Coordinator/Engineer* will participate in weekly utility update meetings to review all assigned projects with the County or its Designated Representative. The Utility Coordinator/Engineer will review the Utility Status Report for all assigned projects during this meeting and will prepare meeting minutes with action items for the week.
- 2.5. Bi-Weekly Project Status Meetings. The *Utility Coordinator/Engineer* will participate in

bi-weekly project status meetings with the County and its Designated Representatives.

2.6. Project Documentation. The **Utility Coordinator/Engineer** will upload all project related documents including, but not limited to, utility agreements, meeting minutes, tracking reports, relocation plans, etc. in designated project folder in Project Wise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, preparation of utility joint use agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the **Utility Coordinator/Engineer's** responsibilities, as listed in the following scope.

3.1. **Utility Coordinator/Engineer** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. **Utility Coordinator/Engineer** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The **Utility Coordinator/Engineer** will be responsible for the following:

3.2.1. Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.

3.2.2. Project Notifications. Prepare written notification letters at each design milestone, with associated project information and files, and send to utility owners

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

3.2.3.2. Schedule and conduct design milestone meetings (i.e., 30%, 60%, 90%, etc.)

3.2.4. External Communications: The **Utility Coordinator/Engineer** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The **Utility Coordinator/Engineer** will also provide copies of reports, correspondence and other documentation of work-related communications between the **Utility Coordinator/Engineer**, utility owners and other outside entities when requested by the County.

3.3. The **Utility Coordinator/Engineer** shall determine which utilities will conflict with proposed Construction and make the utility company aware of these conflicts. The **Utility Coordinator/Engineer** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Utility Completion Checklist, Master Utility Adjustment Agreement, Utility Joint Use

Agreement, Affidavit, Quitclaim, Easement Documents, Field Notes for quitclaim portion of easement, Contractor Statement, Plans, Specifications, and detailed cost estimates.

3.4.1.1. The **Utility Coordinator/Engineer**, in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by “Agreement” or by “Permit”. The **Utility Coordinator/Engineer** shall review and process all agreement and permit requests and forward to the County or its Designated Representative for final approval.

3.4.1.2. **Utility Agreements**: If a utility is located within an easement, the utility Company may have a compensable interest. The utility company must furnish a copy of their easement to the **Utility Coordinator/Engineer**. The **Utility Coordinator/Engineer** shall determine whether or not a compensable interest exists and the owner’s degree of eligibility. The **Utility Coordinator/Engineer** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The **Utility Coordinator/Engineer** shall review plans to ensure that the proposed adjustments will not conflict with highway construction. The **Utility Coordinator/Engineer** will submit a copy of the easement, plans, and estimate to the County or its Designated Representative by letter recommending approval. The utility should be reimbursed all cost included within their easement limits for replacement in kind unless otherwise negotiated terms by the **Utility Coordinator/Engineer**. The **Utility Coordinator/Engineer** will work with the County and/or its Designated Representative to determine the appropriate agreement form to use for each assigned project.

3.4.1.3. **Non-Reimbursable Utility Adjustments**. The **Utility Coordinator/Engineer** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The utility company should submit the permit and adjustment plans to the **Utility Coordinator/Engineer** for review. The **Utility Coordinator/Engineer** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines and the TxDOT UAR, if applicable, and to ensure that the proposal will not conflict with roadway construction. The **Utility Coordinator/Engineer** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.1.4. **Interlocal Agreements (ILA)**: If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The **Utility Coordinator** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio. The County or its Designated Representative shall be notified immediately of the need for an ILA by the **Utility Coordinator/Engineer**. The **Utility Coordinator/Engineer** will assist in the preparation and coordination of the ILA, as needed.

3.5. **Utility Tracking Reports**. The **Utility Coordinator/Engineer** will prepare and maintain a utility tracking report for each assigned project. The tracking report will in a spreadsheet format and will be updated on a monthly basis. The utility tracking report will include the following:

3.5.1.1. Utility Owner and Contact Information

3.5.1.2. Meetings and Written Notifications

3.5.1.3. Agreement Information

3.5.1.4. Utility Billings

3.6. Utility Billings. The *Utility Coordinator/Engineer* will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements. If needed, the *Utility Coordinator/Engineer* will request any missing documentation required to support the invoice from the utility. After completion of the review, the invoice with supporting documentation, recommendation for payment, partial payment form and a payment summary will be forwarded to the County or its Designated Representative for approval and payment.

4. SUBSURFACE UTILITY ENGINEERING including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the *Utility Coordinator/Engineer* will recommend required test holes. The *Utility Coordinator/Engineer* will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the *Utility Coordinator/Engineer* will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative.

- 4.1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - 4.1.1.1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
 - 4.1.1.2. Quality Level C - Visible Surface Feature Survey: Quality level "D" information from existing records is positively correlated with surveyed visible surface features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right-of-way, additional areas outside the proposed right-of-way, and distances or areas to be included down existing intersecting roadways.
 - 4.1.1.3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right-of-way, additional areas outside the proposed right-of-way, and distances or areas to be included down existing intersecting roadways.
 - 4.1.1.4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
- 4.1.2. Permits and rights of entry. Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction to allow the engineer to work within existing

streets, roads or private property for additional designating and/or subsurface utility locating.

4.2. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control.

Designate (Quality Level B) Services are inclusive of Quality levels C and D. The *Utility Coordinator/Engineer* shall:

4.2.1. As requested by the State compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.2.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The *Utility Coordinator/Engineer* will examine utility owner's work to ensure accuracy and completeness.

4.2.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the State. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.2.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the *Utility Coordinator/Engineer* and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be delivered on floppy disk or C.D., as required by the County. A hard copy is required and must be sealed and dated by the *Utility Coordinator/Engineer*. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.2.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the *Utility Coordinator/Engineer* and the County and its Designated Representative to be approximate only and is not intended to be used preparing the right of way and construction plans.

4.2.6. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The *Utility Coordinator/Engineer* shall:

4.3.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

- 4.3.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy
- 4.3.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.
- 4.3.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet that has been sealed and dated by the **Utility Coordinator/Engineer**:
 - 4.3.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - 4.3.4.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.
 - 4.3.4.3. Elevation of existing grade over utility at test hole location.
 - 4.3.4.4. Horizontal location referenced to project coordinate datum.
 - 4.3.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - 4.3.4.6. Utility facility material(s).
 - 4.3.4.7. Utility facility condition.
 - 4.3.4.8. Pavement thickness and type.
 - 4.3.4.9. Coating/Wrapping information and condition.
 - 4.3.4.10. Unusual circumstances or field conditions.
 - 4.3.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- 4.3.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the **Utility Coordinator/Engineer** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The **Utility Coordinator/Engineer** will not resume work until the utility facility owner has determined the corrective action to be taken. The **Utility Coordinator/Engineer** shall be liable for all costs involved in the repair or replacement of the utility facility.
 - 4.3.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The **Utility Coordinator/Engineer** shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
 - 4.3.5.2. Furnish and install a permanent above ground marker directly above center line of the utility facility.
 - 4.3.5.3. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the **Utility Coordinator/Engineer** shall return to correct the condition at no extra charge to the County.
 - 4.3.5.4. Plot utility location position information to scale and provide a comprehensive updated utility plan. This information will be provided in Microstation, Geopak or other CADD System format used by the County.

5. UTILITY ENGINEERING AND DESIGN. Includes the identification of utility conflicts, coordination, and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The

Utility Coordinator/Engineer shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. **Utility Layout:** The **Utility Coordinator/Engineer** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The **Utility Coordinator/Engineer's** Project Manager or registered Professional Engineer (P.E). will utilize the layout of existing utilities and make a determination of the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. The **Utility Coordinator/Engineer's** Project Manager or P.E. shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The **Utility Coordinator/Engineer** shall coordinate this information with the County and/or its Designated Representative immediately upon discovery.

5.2. **Conflict Assessment.** The **Utility Coordinator/Engineer** will utilize the Utility Layout and prepare a summary list of utility conflicts by owner and station limits. This conflict assessment will be forwarded to the utility owners within the project limits along with the utility layout.

5.3. **Group & Individual Meetings with Utility Companies,** as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda for all coordination meetings as directed by the County and/or Designated Representative.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.4. **Proposed Utility Layout.** The **Utility Coordinator/Engineer** will prepare a Proposed Utility Layout in the latest version of Microstation or AutoCAD, as needed, that can be overlaid on the County's or County's contracted design firm's roadway base files and determine the following:

5.4.1. Stakeholders have concurred with the various alignments.

5.4.2. Determine which utilities will be built as part of the contract.

5.4.3. Establish the sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not.

5.4.4. Determine which facilities will be relocated prior to construction

5.4.5. Facilities conflicts have been resolved.

5.5. **Review of Utility's Proposed Adjustments**

5.5.1. Evaluate Alternatives: The **Utility Coordinator/Engineer** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The **Utility Coordinator/Engineer** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans for compliance with County Utility Design Criteria Guidelines, TxDOT Utility Accommodation Rules, if applicable, and proposed location data. The responsibility

for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
5.5.4. Review Traffic Control Plans. The *Utility Coordinator/Engineer* shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The *Utility Coordinator/Engineer* must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

5.6. The *Utility Coordinator/Engineer* will coordinate, develop and/or review PS&E for all utilities included in the construction contract.

5.7. Utility Certification/Special Provisions: The *Utility Coordinator/Engineer's* Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their affects on roadway construction.

6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION including the coordination of utility construction activities, monitoring progress of utility installations, reporting, and acquiring utility as-builts.

6.1. The *Utility Coordinator/Engineer* shall schedule a Pre-Construction meeting for each utility adjustment for which they are required to perform construction management and observation duties.

The *Utility Coordinator/Engineer* will ensure the appropriate County representatives are present.

6.2. The *Utility Coordinator/Engineer* will conduct a weekly site visit to observe utility relocation progress. If the *Utility Coordinator/Engineer* observes construction not in compliance with the relocation plans, the *Utility Coordinator/Engineer* will notify the County or its Designated Representative that an inspector be assigned to the project.

6.3. The *Utility Coordinator/Engineer* will perform additional verification services at the request and authorization of the County or its Designated Representative.

6.4. Status Reports: The *Utility Coordinator/Engineer* will provide the County and/or its Designated Representative with a status report for all utility adjustments on a monthly basis.

6.5. Review Payment Request: The *Utility Coordinator/Engineer* will review all payment requests for conformance with the utility estimate and verify the work has been performed.

6.6. As-Builts. The Utility Company will be responsible for providing as-built relocation plans to the *Utility Coordinator/Engineer* upon completion. The *Utility Coordinator/Engineer* review as-builts to ensure compliance with the project and provide copy to the County and/or its Designated Representative.

6.7. The Utility Company retains all responsibility for all inspections related to compliance with Utility Codes, Industry standards, and design of the Utility Facility.

7. RESEARCH – UTILITY DATA COLLECTION (PLANNING). Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond and/or Unified Road System Program Budget. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research – Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The *Utility Coordinator/Engineer* will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements

7.2. Utility Data Collection. The *Utility Coordinator/Engineer* will research records of properties and utilities within the estimated limits of the project area and:

- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts
- 7.3. Evaluation of Utility Data. The *Utility Coordinator/Engineer* will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
 - 7.3.1. Utilities within easement (compensable interest):
 - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
 - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
 - 7.3.2. Utilities within existing right-of-way:
 - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
 - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.
- 7.4. Summary Report. The *Utility Coordinator/Engineer* will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING. The *Utility Coordinator/Engineer* will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project – planning, design, and/or construction. The *Utility Coordinator/Engineer* will only provide such services to the County when requested and authorized. Field surveying services include, but are not limited to:

- 8.1. Metes and Bounds Descriptions. The *Utility Coordinator/Engineer* will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives
- 8.2. Right-of-Way (ROW) Staking. The *Utility Coordinator/Engineer* will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives
- 8.3. Utility Relocation Verification. The *Utility Coordinator/Engineer* can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION. The *Utility Coordinator/Engineer* will coordinate with the County or its Designated Representative in regards to right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

- 9.1. Utility easement acquisitions
- 9.2. Utility structure clearance as a result of ROW acquisition
- 9.3. ROW acquisition schedule and priorities for utility relocations
- 9.4. Preparation of exhibits to assist in ROW or easement acquisition process
- 9.5. Monthly Meetings with the County of its Designated Representative to review ROW acquisition and utility status

10. MISCELLANEOUS

The proposed scope of basic services is based on the following assumptions and/or qualifications:

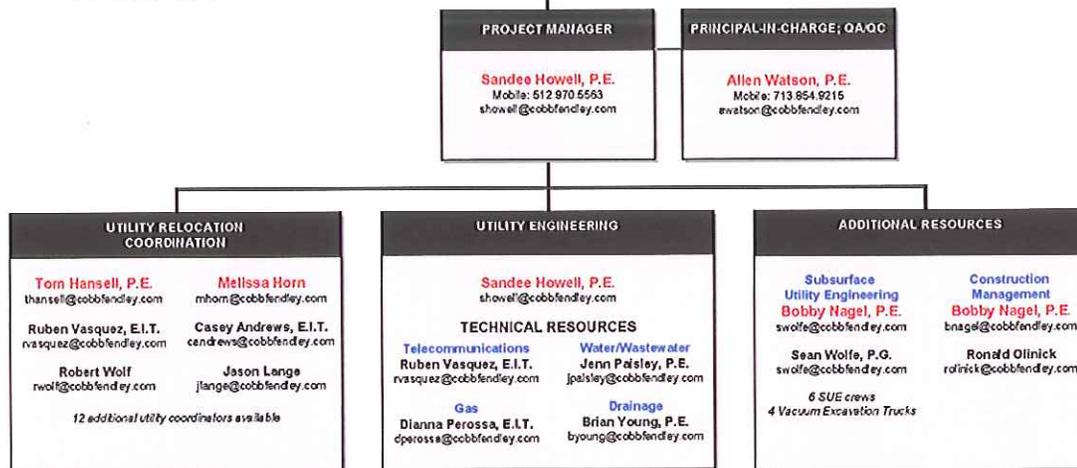
ANY ADDITIONAL SERVICES REQUIRED BEYOND THOSE SPECIFICALLY IDENTIFIED IN THIS PROPOSAL ARE BEYOND THE SCOPE OF SERVICES TO BE PROVIDED UNDER THIS PROPOSAL. ANY REQUIRED ADDITIONAL SERVICES WILL BE SEPARATELY IDENTIFIED AND NEGOTIATED AND SUCH ADDITIONAL SCOPE AND COMMENSURATE FEE WILL BE EXECUTED/AUTHORIZED UNDER A SUPPLEMENTAL AGREEMENT TO THIS PROPOSAL/CONTRACT.

APPENDIX B

UTILITY COORDINATOR/ENGINEER'S QUALIFICATIONS STATEMENT



Serving
Williamson County
since 2001



BENEFITS OF THE COBBFENDLEY TEAM

Project team has 80+ years of cumulative utility coordination experience
 Project Manager has utility design (wet and dry) and coordination experience
 UC experience with Central Texas counties, cities, transportation agencies

Innovative solutions to utility conflicts
 Long-standing relationship with utilities statewide
 Internal resources include former employees of utility providers
 Extensive experience with permits, reimbursable utility agreements and Federal Alternate Procedures

Licensed professionals (35 P.E., 10 RPLS, 1 LSL, 1 P.G.)
 6 survey crews
 Company owned vacuum excavation trucks

Sandee G. Howell, P.E.

Project Manager; Utility Engineering

Years of Experience 12

Education

B.S., Civil Engineering, Texas A&M University, 1993

Professional Licenses and Certifications

Professional Engineer, Texas No. 93777

Professional Experience

Ms. Howell has over 12 years of experience involving utility coordination, civil engineering, surveying, and construction projects. Her experience includes project management, coordination, and engineering design for both public and private utility owners, governmental agencies, and municipal entities. Her design experience in both dry and wet utilities provides a unique perspective and understanding of the utility coordination and relocation process. She has extensive knowledge of the UAR, right-of-way policies and procedures, utility agreement assemblies and their preparation, utility conflict analysis and utility corridor planning. **Ms. Howell has worked on a variety of projects and has served clients such as the Texas Department of Transportation, Williamson and Hays County, CapMetro, AT&T-Texas, AT&T-Metro, Texas Gas Service and Verizon MCI Business.**

Project Experience

- **Williamson County, Utility Coordination.** Utility Engineering Task Lead for three roadway improvement projects, including SH 195 from S. of Bell County Line to IH 35, Williams Drive from FM 3405 to DB Woods, and RM 2338 from Ronald Reagan to FM 3405.
- **TxDOT, Austin District, Utility Coordination Evergreen.** Project Manager providing Utility Coordination Services for seven different TxDOT roadway projects in the Austin District, ranging in size from a bridge replacement project to a 19-mile road widening project. Services included Subsurface Utility Engineering, Utility Coordination, Utility Engineering, and Utility Construction Management and Verification. Over 25 different utilities were impacted by the proposed roadway improvement projects. Projects assigned include IH 35 at Lakeway Drive; SH 195 from Bell County line to IH 35; RM 2338 from FM 3405 to Scenic Brook; and SH 71 at Riverside.
- **IH 35 AT BI 35 North and Lakeway Drive, TxDOT Austin District.** Deputy Project Manager providing utility coordination and subsurface utility engineering services for this TxDOT project that falls within Williamson County. Six different utility companies were impacted by the proposed roadway improvements, including telecommunications, cable, electric distribution, and water. CobbFendley's tasks include researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work.
- **Intersection Improvements, Cedar Park, Texas, Utility Engineering.** Ms. Howell provided Utility Engineering services for the intersection improvement design of FM 1431 at Lakeline Blvd. and US 183 at Cypress Creek Road. Services provided included coordination of subsurface utility engineering, preparing utility conflict list with recommendations, and coordination with roadway design firm on redesign alternatives to avoid utility relocations.

- **Hays County, Utility Coordination.** Project Manager providing Subsurface Utility Engineering, Utility Coordination and Utility Engineering Services for four different roadway improvement projects within the County. Projects assigned include FM 1626 (North) from Brodie Lane to FM 967; FM 1626 (South) from FM 2770 to FM 967; RM 12 at RM 32, CR 214, and Sink Creek; and intersection improvements for SH 21 at FM 2001
- **CAPMETRO Commuter Rail, Utility Coordination, Leander to Austin, Texas.** Project Manager providing Utility Coordination and Subsurface Utility Engineering Services on this 32-mile Commuter Rail project. In addition, she also prepared utility relocation plans for seven different utility companies, including telecommunications, electric, and water, to be included in the rail construction package.
- **SH 45 SE, Hays and Travis Counties, TxDOT.** Utility Design Coordinator providing utility relocation and coordination for 14 different utility companies on the SH 45 SE design-build project from IH 35 to US 183. Utilities impacted include electric distribution and transmission, cable television, telecommunications, water, and major gas pipelines. Includes researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, preparing and reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, designing relocation plans for some utilities, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work.
- **CTRMA, US 290E - 183 to Parmer Lane, Telecommunications & Gas Design, Austin.** Project Manager responsible for providing utility design and coordination services for a joint trench telecommunications duct bank, individual telecommunications trench, and gas distribution lines to be included in the roadway construction contract. Telecommunications companies included in joint trench design include ATT-Texas, Qwest, Level (3), XO Communications, Verizon Business (MCI), ATT Long Distance, Grande Communications, GAATN, Time Warner Cable, and Time Warner Telecom. Services include preparing signed/sealed telecommunication duct bank relocation plans, specifications, and estimates for all three segments of roadway design.
- **AT&T Texas, Telecommunications Design, Austin.** Project Engineer responsible for designing proposed conduit facilities around the Austin Area. Duties included preparing plan and profile drawings for the proposed facilities, preparing and submitting the City of Austin General Permit Application, participating in meetings with the permitting agency and client, and securing any required permits for construction. Key projects include US 290 West – Scenic Brook to Wolf Creek Pass, US 290 West at William Cannon, Aberdeen FTTN, Waterton Park Circle, Airport at Manor Road, Lamplight Village Drive, and IH 35 Ramp Improvements in Kyle.
- **TxDOT, IH 35 Corridor Improvements – Segments 3A-1, 3B and 5B, Telecommunications Design, Waco.** Project Manager responsible for researching and identifying conflicts between existing AT&T facilities and proposed roadway improvements and preparing relocation plans, specifications and estimates to be included as part of the highway construction project. Tasks included conflict assessment; coordination with AT&T, roadway designer and TxDOT on relocation plan; coordination of construction phase scheduling for inclusion of the AT&T relocations and splicing in the construction contract; and preparation of telecom PS&E's as part of the roadway design package.

Allen Watson, P.E.

Principal-in-Charge; QA/QC

Years of Experience 27

Education

B.S., Civil Engineering, Texas A&M University, 1983

Professional Licenses and Certifications

Professional Engineer, Texas, No. 64308

TxDOT Precertification, No. 977

Professional Experience

Mr. Watson has over 27 years of professional experience managing utility coordination projects, designing roadways, bridges, water supply, sanitary sewers and other municipal infrastructure projects. He has experience in preparing utility relocation agreements, relocation (conflict) studies, hydraulics, geometrics, telecom and gasline design, drainage, traffic control and signing and striping, subsurface utility engineering, as well as storm water pollution prevention plans. Mr. Watson has managed and designed over 40 major thoroughfares. He has prepared studies, preliminary engineering reports, cost estimates and final designs. On significant assignment was serving as Utility Coordination Engineer for the SH 45 Tollway project. In cooperation with the Texas Turnpike Authority (TTA), he developed utility coordination policy and procedures. Mr. Watson performed the negotiation, approval and payment of over 78 separate utility relocations. Mr. Watson developed job specific tracking and communication documents.

Project Experience

- **Williamson County.** Primary utility coordination firm for Williamson County's \$350 million road bond program. Project Principal providing oversight for coordination with more than 21 utility companies throughout the project's area. The firm oversaw group and one-on-one meetings; managed conflict identification and resolution; prepared, reviewed and recommended approval of utility agreements; reviewed utility adjustment plans; prepared and approved permits; created and implemented utility reimbursement strategy and maintained complete documentation for all 42 road projects. Provided subsurface utility engineering for all projects, mapping and GIS; and utility relocation design services for telecommunication, gas and water lines.
- **SH 45 SE, Hays and Travis Counties, TxDOT.** Project Principal for relocation and coordination for 14 different utility companies on the SH 45 SE design-build project from IH 35 to US 183. Utilities impacted include electric distribution and transmission, cable television, telecommunications, water, and major gas pipelines. Includes researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, preparing and reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, designing relocation plans for some utilities, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work.
- **TTA – SH 45, Loop 1 and US183.** Worked directly with TTA to negotiate, coordinate and relocate of over \$80,000,000.00 of utilities along these corridors. This work included relocation of utilities at the SH 45/IH 35, SH 45/ US 183 and SH 45/ Loop 1 interchanges. These third and fourth level interchanges included ten (10) direct connectors and several at-grade connectors. FHWA and TxDOT UAP procedures were utilized on this project.

- **SH 121T-Southwest Parkway, Fort Worth.** Researched utility conflicts for both private and public utilities. Prepared list of utilities. Overlaid utilities on schematic to determine utilities requiring relocation or in potential conflict with the alignment. Estimated relocation cost and notified each utility.
- **IH 10 Corridor Utility Coordination.** Primary consultant managing five subconsultants providing utility relocation and coordination for the IH 10 corridor road widening. Includes researching and identifying conflicts, designing new conduit/manhole systems for replacement for all copper and fiber optic cables to eliminate conflicts with proposed roadway improvements. Provided constructibility review for the subconsultant's plans and estimates. Provided route planning and lightspan technology upgrades for five central offices along the roadway corridor.
- **AT&T.** Designed over 200 miles of conduit and cable projects (outside plant –OSP) specifically for TxDOT and public agency transportation projects. Services included conflict investigations, SUE, utility design and ultimately agreements for compensatory and non-compensatory projects.
- **Westpark Toll Road.** Utility coordination services for the construction of new toll road from IH 610 to FM 1464, approximately 16 miles. Provided design services for relocation of WorldCom and SBC facilities. Provided utility coordination services for relocation of Reliant Energy Entex, HL&P AT&T, and other utilities within the toll road's right-of-way.
- **Texas Department of Transportation.** Designated and located utilities for over 25 subsurface utility engineering projects including SH 21 and FM 158 in Bryan, IH 45 and FM 2920 in Houston, Loop 1604 in San Antonio, SH 45 in Austin, US 20 in Laredo and US 79 in Rockdale.
- **Lyons Avenue Pavement Reconstruction from U.S. 59 to Waco for TxDOT.** Preparation of plans, specifications and cost estimates for pavement reconstruction with bike path including replacement of water main, storm sewer and sanitary sewer.
- **Congress Avenue Pavement Reconstruction from Oltorf to SH 71 for TxDOT.** Designed and managed utility relocation for AT&T. The conflict investigation and conflict resolution saved the utility company more than \$4M in relocation costs and allowed TxDOT to complete the project on schedule. The project's success required outstanding cooperation and innovative resolution techniques by both parties. The relocations were completed in accordance with TxDOT's Utility Accommodation Policy, Utility Manual and City of Austin utility ordinances.
- **Fannin Street, Binz to McGregor.** Construction manager for 1.6-mile concrete boulevard street. Supervised inspectors and materials testing laboratory. Roadway appurtenances included traffic signals, striping, drainage and outfall structures, two pre-cast concrete bridges, channel improvements, water line and sanitary. Special traffic control to maintain uninterrupted passenger and rapid transit vehicles.

Thomas P. Hansell, P.E., RPLS

Utility Relocation Coordination

Years of Experience 39

Education

B.S., Civil Engineering, University of Texas, 1971

Professional Registration

Professional Engineer, Texas, No. 40624

Registered Professional Land Surveyor, Texas, No.3284

Professional Experience

Mr. Hansell has more than 39 years experience in transportation and public works engineering, including four years with the Texas Department of Transportation and 25 years with the City of Austin. He worked in a number of divisions of the Austin Public Works Department including Architecture and Engineering Services, Construction Inspection, Design, and Land Development Services. Mr. Hansell has spent the last 8 years with providing utility coordination and design for various agencies which include the Texas Department of Transportation, Williamson County, Capitol Metro and the Texas Turnpike Authority.

Project Experience

- **Williamson County Road Bond Program, Williamson County, Texas.** Utility Coordination Specialist for \$350 million county road bond program with 42 road projects. Mr. Hansell coordinated with more than 21 utility companies throughout project areas. Managed conflict identification and resolution. Reviewed and recommended approval of utility agreements. Review utility adjustment plans. Prepare and approve permits. Utility relocation design services for telecommunication, gas and water.
- **TxDOT, Austin District, Utility Coordination Evergreen.** Deputy Project Manager providing Utility Coordination Services for several TxDOT roadway projects in the Austin District. These services included Subsurface Utility Engineering, Utility Coordination, and Utility Construction Management and Verification. Tasks include researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work. Utilities impacted by the proposed roadway improvements included electric distribution and transmission, cable television, telecommunications, water and wastewater, and gas distribution and transmission. Projects assigned included:
 - SH 195 - South of Bell County Line to IH 35 – 17.3 miles total project length
 - FM 1460 – 3 miles North of US 79 to US 79 – 3.0 miles total project length
 - RM 2338 – from West of FM 3406 to Cedar Breaks Road – 3.6 miles total project length
 - IH 35 at BI 35 North and Lakeway Drive – 0.1 miles total project length
- **CAPMETRO Commuter Rail, Leander to Austin, Texas.** Mr. Hansell was Utility Project Manager on the CMTA commuter rail project which involved 32 miles of rail with 9 stations. Duties include identifying and meeting with utilities, researching and identifying conflicts, preparing Utility Conflict list and meeting with utilities to coordinate the design and relocation of their facilities. Assisted with the design of joint trench telecommunications duct bank on 4th Street for AT&T, Time Warner and MCI.

- **SH 45 SE, Hays and Travis Counties, TxDOT.** Utility Project Manager providing utility relocation and coordination for 14 different utility companies on the SH 45 SE design-build project from IH 35 to US 183. Utilities impacted include electric distribution and transmission, cable television, telecommunications, water, and major gas pipelines. Includes researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, preparing and reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, designing relocation plans for some utilities, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work. Relocation design included joint trenches for AT&T, Broadwing, Charter, Qwest, Time Warner Cable and Verizon.
- **SH 45 and Loop 1, Austin, Texas, Texas Turnpike Authority.** Utility Coordination Specialist for 17.5-mile, \$40 million toll road project. Mr. Hansell worked directly with private utilities to negotiate, coordinate and relocate over \$40 million of utilities along three corridors. Tasks included design of 375,000 linear feet of utility structures, review and approval of each utility agreement, and relocation design. Mr. Hansell worked to maintain the agency's utility maps, reports and cost data, and reimbursed utilities for relocation work.
- **US 183 Water, Wastewater and Gas Relocations, from Hunter's Chase to Lake Stop Blvd, City of Austin.** Field Engineer responsible for the relocation of 4,200 LF of 12" wastewater line, 28,000 LF of 6" to 24" water line, and 6" gas line. Provided technical support for the inspectors, met with contractors and developers to resolve problems, review construction plans for design, utility and compliance problems, attend pre-construction meetings, participate in punch list walk through, and reviewed test reports.
- **Howard Lane, Segment 2 Improvements from McCallen Pass to Harris Glen Boulevard, City of Austin.** Field Engineer responsible for overseeing the widening of this roadway to a 4-lane divided roadway including the construction of regional detention pond, drainage, 470 LF of 6" to 18" water lines and 1,670 LF of 8" to 36" wastewater lines. Provided technical support for the inspectors, met with contractors and developers to resolve problems, review construction plans for design, utility and compliance problems, attend pre-construction meetings, reviewed test reports, and participated in punch list walk-through.
- **Balcones Lift Station Relief Main Phase III B from Anderson Mill Road to Hunters Chase, City of Austin.** Field Engineer responsible for the construction of 5,280 LF of 6" to 24" wastewater line. North, Provided technical support for the inspectors, met with contractors and developers to resolve problems, review construction plans for design, utility and compliance problems, attend pre-construction meetings, reviewed test reports, participated in punch list walk through, and approve and signing of Final Acceptance Letters.

Melissa Horn

Utility Relocation Coordination

Years of Experience 15

Education

33 Credit Hours, Austin Community College, Austin, Texas

Professional Experience

Ms. Horn has over 15 years of experience involving utility coordination and construction projects. Her experience with the Texas Attorney General's Office, Texas Department of Transportation (TxDOT) and in the private sector provides a unique perspective and understanding of the utility coordination and relocation process. While with TxDOT, Ms. Horn developed training courses to provide direct assistance and training to utility agents, utility companies and consultants. Training courses and workshops focused on Utility Assembly, Utility Manual Updates, Payments and the "Fastest Ways to Agreement Approval". She has extensive knowledge of the UAR, right-of-way policies and procedures, utility agreement assemblies and their preparation, utility conflict analysis and utility corridor planning. **Ms. Horn has worked on a variety of projects and has served clients such as the Texas Department of Transportation, Williamson and Hays County.**

Project Experience

- **Williamson County, Utility Coordination.** Utility Coordinator responsible for utility relocation plans on two different County roadway projects in Taylor, Texas. Over eleven utilities were impacted by the proposed roadway improvement projects. Project assigned include BS 79 (Drainage Improvement): From West Loop 397 to US 95; BS 79 (Roadway): From US 79 West of Taylor to US 95.
- **TxDOT, Austin District, Utility Coordination.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations for ten different TxDOT roadway projects in the Austin District. Over 64 different utilities were impacted by the proposed roadway improvement projects. Project assigned include Loop 360 @ Westlake Drive; RM 2769: From RM 620, West 0.70 MI to Proposed Anderson Mill Road; RM 2222: From 1222' West of Loop 360 to 1063' East of Lakewood Drive; FM 2304: From Ravenscroft Drive to FM 1626; FM 535 @ Piney Creek and Cedar Creek; IH 35: From FM 620 to McNeil Road; IH 35: From FM 2001 to FM 1626; SH 71: From Upland Ridge Drive to Southwest Parkway; SH 21 @ SW Draw and NE Draw; SH 71 W: From 0.3 MI East of RO Drive to Bee Creek Road.
- **Hays County, Utility Coordination.** Utility Coordinator responsible for coordinating Reimbursable and Non Reimbursable utility relocation for three different County roadway projects. Over twenty-one utilities were impacted by the proposed roadway improvement projects. Project assigned include IH 35: From FM 2001 to FM 1626; FM 1626: From FM 2770 to FM 967; FM 1626: From FM 967 to Brodie Lane.
- **TxDOT, Waco District, Utility Coordination Evergreen.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations for nine different TxDOT roadway projects in the Waco District. Over 26 different utilities were impacted by the proposed roadway improvement projects. Project assigned include Loop 363: From 57th Street to 5th Street; IH 35: From Williamson County Line to FM 2843; IH 35: From FM 2063 to Loop 340 / SH 6; SH 31: From SH 31 and US 84 WYE to Hill County Line; SH 195: From 1-mile south of FM 2484 to Bell/Williamson County line; SH 6: From SH 7 to 0.738-mile south of SH 7; SH 164: From Limestone County line to 0.114 mile north of FM 3529; FM 712: From BS 6 to Brazos River; IH 35 at Loop 340 / SH 6.
- **TxDOT, Bryan District, Utility Coordination Evergreen.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations for two different TxDOT roadway projects in the Bryan District. Over 23 different utilities were impacted by the proposed roadway improvement projects. Project assigned include SH 6: From FM 1644 in Calvert to US 79 Interchange; FM 1179: From Kent Street to SH 6.

- ☛ **TxDOT, Fort Worth District, Utility Coordination Evergreen.** Utility Coordination Task Leader #2 coordinating Reimbursable and Non Reimbursable utility relocations for four different TxDOT roadway projects in the Fort Worth District. Over 36 different utilities were impacted by the proposed roadway improvement projects. Project assigned include US 380: From Denton County Line to FM 51; SH360 at SH 180; FM 3029: From SH 26 to SH 121; SH 360 at SH 180 Interchange.
- ☛ **TxDOT, Dallas District, Utility Coordination Evergreen.** Utility Coordination Task Leader #2 coordinating Reimbursable and Non Reimbursable utility relocations for three different TxDOT roadway projects in the Dallas District. Over 23 different utilities were impacted by the proposed roadway improvement projects. Project assigned include IH 30: From south of Hill Street to north of Carrier Parkway; SH 161: From West Fork of Trinity River to Rock Island Road; SH 161: From North of IH 30 to North of Conflans Road
- ☛ **TxDOT, Corpus Christi District, Utility Coordination Evergreen.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations a TxDOT roadway project in the Corpus Christi District. Over 10 different utilities were impacted by the proposed roadway improvement project. Project assigned include SH 188: From IH 37 to FM 630.

Robert G. Nagel, P.E.

Subsurface Utility Engineering; Construction Management

Years of Experience 27

Education

B.S., Civil Engineering, Texas A&M University, 1983

Professional Licenses and Certifications

Professional Engineer, Texas, No. 65432

TxDOT Precertification, No. 10111

Professional Experience

Mr. Nagel has over 27 years of combined experience in subsurface utility engineering (SUE), civil engineering and construction management. He has completed projects throughout the State for TxDOT, municipalities and private utilities. His SUE expertise coupled with construction management and design experience on more than \$450 million in projects gives him a unique understanding of the value of SUE and how and when to use it.

Project Experience

Subsurface Utility Engineering

- **Intersection Improvements, Cedar Park, Texas.** Mr. Nagel provided SUE services for the intersection improvement design of FM 1431 at Lakeline Blvd. and US 183 at Cypress Creek Road. Services provided included SUE Quality Levels A, B, C and D.
- **SH 45, Austin, Texas Turnpike Authority.** Mr. Nagel was responsible for the designation of approximately 60,000 LF of utility lines (Quality Level B) and 65 test holes (Quality Level A). Utility coordination was also provided. Information from SUE investigation used for PS&E for construction of new turnpike.
- **SH 45 SE, Hays and Travis Counties, TxDOT Austin.** Mr. Nagel was responsible for performing SUE services on 7 miles of SH 45 SE. Project included Quality Levels D, C, B and A. SUE used in preparation of design of roadway and relocation of utilities.
- **TxDOT Austin District, Utility Coordination Evergreen.** Mr. Nagel performed SUE as part of the Utility Coordination services provided by CobbFendley for the following TxDOT roadway projects in the Austin District. Utilities impacted by the proposed roadway improvements included electric distribution and transmission, cable television, telecommunications, water and wastewater, and gas distribution and transmission.
 - **SH 195, South of Bell County Line to IH 35, TxDOT Austin.** Mr. Nagel performed utility records research of 46,000 linear feet (Quality Levels D and C), designation of approximately 1,000 linear feet of utility lines (Quality Level B), and 15 test holes (Quality Level A).
 - **IH 35 at BI 35 N and Lakeway Drive, TxDOT Austin.** Mr. Nagel performed utility records research of 16,000 LF (Quality Level D and C), designation (Quality Level B) of approximately 4,000 LF of utility lines, and 19 test holes (Quality Level A). Information from SUE investigation used for plans, specifications and estimates for roadway construction.
 - **RM 2338 from West of FM 3406 to Cedar Breaks Road, TxDOT Austin District.** Mr. Nagel performed utility records research of 25,000 LF (Quality Level D and C), designation (Quality Level B) of approximately 20,000 LF of utility lines, and 27 test holes (Quality Level A).
- **Rio Grande Street, City of Austin.** Provided SUE services for 14 test holes (Quality Level A) in connection with street reconstruction.

- ❖ **Loyola Road, City of Austin.** Managed project that included Quality Levels D, C, B and A on utilities. Information from SUE investigation used for PS&E for roadway improvements.
- ❖ **Nueces Street, City of Austin.** Managed SUE project that included 20 test holes (Quality Level A).
- ❖ **East 51st Street, City of Austin.** Managed SUE project that included 3 test holes (Quality Level A), CADD services and utility coordination.
- ❖ **South First Street, City of Austin.** Managed subsurface utility engineering project that included 3 test holes (Quality Level A).
- ❖ **Upper Tannehill Wastewater Improvements, City of Austin.** Managed SUE project that included 23 test holes (Quality Level A) and 800 LF of designation.
- ❖ **East Stassney Lane, IH 35 to Nichols Crossing, City of Austin.** Provided SUE services for 50 tests holes (Quality Level A) in connection with installation of communications conduit.
- ❖ **Pleasant Valley Road, City of Austin.** Managed project that included designation (Quality Level B) on approximately 2,000 LF of utility lines and 6 test holes (Quality Level A). Information from SUE investigation used for advance planning of channel depth.

Construction Management

- ❖ **Cook Road.** Project Manager for CM&I services for the reconstruction of 9,000 linear feet of two-lane asphalt roadway to a 48-foot wide concrete boulevard roadway. The project included installation of storm sewers ranging from 24-inch RCP to 8 x 5 box storm sewer, installation of 6-inch to 16-inch water lines and installation of 24-inch sanitary sewer. For this project CobbFendley used CPIMS for project tracking. Project Cost: \$10 million
- ❖ **Bellaire Boulevard & Fondren Road Intersection Improvements.** Project Manager for CM&I services for the reconstruction and enhancement of a major intersection including construction of 1,200 linear feet of 60-inch RCP storm sewer trunkline. The project included a 48-inch RCP storm sewer and special 8' x 8' x 10' junction box. The intersection was upgraded from 8-inch to 10-inch concrete pavement with brick pavers. Traffic signal upgrades include ornamental poles and fixtures with a TIRZ theme. The project involved oversight of a multiple phase traffic control plan at a high-volume ADT intersection. Project Cost \$3.7 million
- ❖ **McCue from Westheimer to Guilford Court.** Project Manager for CM&I services for the reconstruction of 1500 linear feet of 40-foot wide concrete roadway within a 60-foot right-of-way. The project included replacement of the existing 24-inch RCP with 4 x 3 and 4 x 2 box storm sewer, replacement of an existing 8-inch water line with a 12-inch water line and replacement of an existing 8-inch sanitary sewer line with a 12-inch sanitary sewer line. The project also included construction of landscaping, brick pavers, and sidewalks/wheelchair ramps to conform to ADA requirements. Project Cost: \$2 million
- ❖ **San Felipe from Sage to IH 610.** Project Manager for CM&I services for the reconstruction of a 5-lane concrete boulevard section to 6-lane concrete boulevard section. The project included installation of a 7 x 7 box storm sewer and 66-inch storm sewer. The project also included installation of 36-inch, 12-inch and 8-inch water lines, 12-inch sanitary sewer line and traffic signal modifications. Project Cost: \$15 million

Allen Partial Release of Possession and Use Agreement - RM 2338 (P25) Commissioners Court - Regular Session

Date: 03/01/2011
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 Partial Release of Possession and Use Agreement with Brad and Nancy Allen regarding right-of-way on RM 2338. (P25)

Background

Fiscal Impact

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

Attachments

Link: [Partial Release of PUA Allen RM 2338 P25](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 08:28 AM
Final Approval Date: 02/24/2011

PARTIAL RELEASE OF POSSESSION AND USE AGREEMENT

THE STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

WHEREAS, WILLIAMSON COUNTY, TEXAS, and PEDERNALES ELECTRIC COOPERATIVE, INC. having determined that they no longer need and desire to use a portion of the property owned by J. BRAD ALLEN and NANCY ALLEN for the relocation of electric utilities or other agreed purposes in connection with its planned RM2338 expansion project, do hereby ABANDON, RELEASE and DISCHARGE their right of possession and use contained in that certain Possession and Use Agreement dated March 23rd, 2010, recorded in Document No. 2010026853, Real Property Records of Williamson County County, Texas.

Such ABANDONMENT, RELEASE and DISCHARGE of the above-referenced Agreement shall apply only to the below-described property, to-wit:

All of that certain 0.160 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 33EE).

This instrument is given specifically to release the above described portion of the original agreement, and to release such original agreement only as to the property specifically described herein, which agreement is hereby terminated by abandonment, termination, vacation, and cessation of purpose, and which agreement shall be of no further force and effect, whether legal or equitable.

IN WITNESS WHEREOF, WILLIAMSON COUNTY, TEXAS and PEDERNALES ELECTRIC COOPERATIVE, INC. have caused this instrument to be executed on this the 17th day of the month of February, 2011.

RELEASORS:

Williamson County, Texas

By: _____
Dan A. Gattis
County Judge

Pedernales Electric Cooperative, Inc.

By: Wayne McKee
Its: District Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2011, by Dan A. Gattis, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

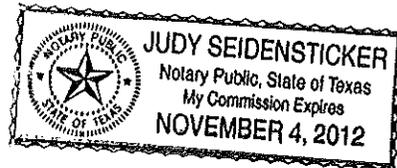
THE STATE OF TEXAS

COUNTY OF Williamson

§
§
§

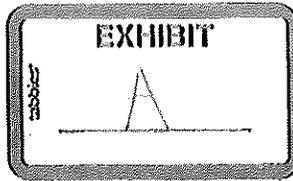
This instrument was acknowledged before me on this the 17th day of the month of February, 2011, by Wayne McKee, in the capacity and for the purposes and consideration therein expressed.

Judy Seidensticker
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

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



STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.160 ACRE OF LAND SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.160 ACRE (6,959 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 3A, RESUBDIVISION OF LOT 2, BLOCK THREE, NORTHLAKE SECTION E, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET K, SLIDES 108-109 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point being the intersection of the southeast line of said Lot 3A, same being the northwest line of Lot 4A, said Resubdivision of Lot 2, Block Three, Northlake Section E, and the proposed curving northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way, and from which a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found bears S00°28'35"W a distance of 0.38 feet, also a 1/2-inch iron rod found in the existing northeast right-of-way line of R.M. 2338 for the south corner of said Lot 3A, same being the west corner of said Lot 4A, bears S49°37'44"W a distance of 28.28 feet;

THENCE leaving said southeast line of Lot 3A and said northwest line of Lot 4A, crossing said Lot 3A, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. with the arc of a curve to the right a distance of 57.25 feet, said curve having a radius of 2635.00 feet, a central angle of 01°14'42", and a chord bearing N45°40'24"W a distance of 57.25 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for a point of tangency, and
2. N45°03'03"W a distance of 290.67 feet to a point being the intersection of said proposed northeast right-of-way line of R.M. 2338 and the northwest line of said Lot 3A, same being the southeast line of Lot 1, Castlerock Subdivision, a subdivision according to the plat of record in Cabinet V, Slides 352-353 of said Plat Records of Williamson County;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said northwest line of Lot 3A and said southeast line of Lot 1, N49°38'21"E a distance of 20.07 feet;

THENCE leaving said northwest line of Lot 3A and said southeast line of Lot 1, with a line being 20-feet northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338 the following two (2) courses and distances:

1. S45°03'03"E a distance of 289.03 feet to a point of curvature to the left, and

- with the arc of said curve to the left a distance of 58.90 feet, said curve having a radius of 2615.00 feet, a central angle of $01^{\circ}17'26''$, and a chord bearing $S45^{\circ}41'46''E$ a distance of 58.89 feet to a point in said southeast line of Lot 3A and said northwest line of Lot 4A;

THENCE with said southeast line of Lot 3A and said northwest line of Lot 4A, $S49^{\circ}37'44''W$ a distance of 20.11 feet to said POINT OF BEGINNING and containing 0.160 acre.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of September 2008.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of July 2009, A.D.

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




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

ADDITIONAL NOTES:

- Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
- This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Half Associates, Inc. titled S301-IS(25)-26424.dgn, dated July 30, 2009, AVO No. 26424.
- See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



LOT 1
CASTLEROCK SUBDIVISION
CAB. V, SLIDES 352-353
P.R.W.C.T.

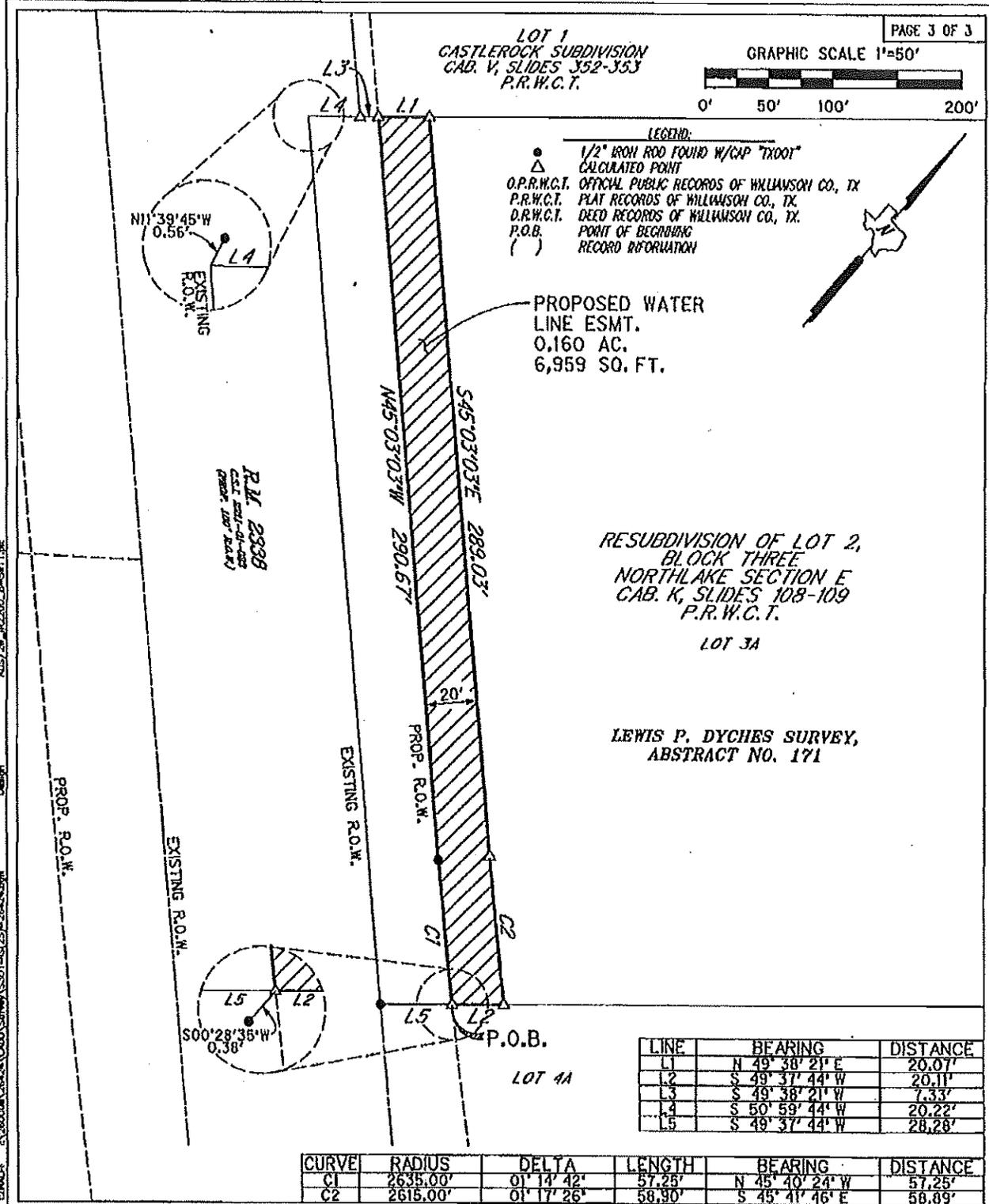
- LEGEND:
- 1/2" IRON ROD FOUND W/CAP "XDOT"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

PROPOSED WATER
LINE ESMT.
0.160 AC.
6,959 SQ. FT.

RESUBDIVISION OF LOT 2,
BLOCK THREE
NORTHLAKE SECTION E
CAB. K, SLIDES 108-109
P.R.W.C.T.

LOT 3A

LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171



LINE	BEARING	DISTANCE
L1	N 49° 38' 21" E	20.07'
L2	S 49° 37' 44" W	20.11'
L3	S 49° 38' 21" W	7.33'
L4	S 50° 59' 44" W	20.22'
L5	S 49° 37' 44" W	28.28'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	2635.00'	01° 14' 42"	57.25'	N 45° 40' 24" W	57.25'
C2	2615.00'	01° 17' 26"	58.90'	S 45° 41' 46" E	58.89'

7/30/2009 12:10 PM 2009 26424.dwg 1:250000 26424.dwg 1:250000 26424.dwg 1:250000 26424.dwg

HALFF
4530 WEST BRANCKLE LANE, SUITE 450
AUSTIN, TEXAS 78746-6324
TEL (512) 251-8181
FAX (512) 251-8141

PARCEL 25
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO: 26424	DATE: 7/30/2009	ACCOMPANYING FILE NAME: SV-LD-P25-26424.dwg	SKETCH BY: KKH
---------------------	--------------------	--	-------------------

6,959 SQUARE FEET
= 0.160 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

Winters Partial Release of Drainage Easement - San Gabriel Parkway (P15E) Commissioners Court - Regular Session

Date: 03/01/2011
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 Partial Release of Drainage Easement with J. Sam Winters and Roy A. Butler regarding right-of-way on San Gabriel Parkway. (P15E)

Background

Fiscal Impact

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

Attachments

Link: [Winters Partial Release of DE San Gabriel Parkway \(P15E\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 08:57 AM
Final Approval Date: 02/24/2011

PARTIAL RELEASE OF DRAINAGE EASEMENT

County Road 274/273

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That, WILLIAMSON COUNTY, TEXAS, for and in consideration of the satisfaction of certain terms and prerequisites as set out in the existing easement which allow for release, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby partially ABANDON, RELEASE and DISCHARGE its interest in a drainage easement and other rights contained in that certain document titled Drainage Easement/County Road 274 dated December 15th, 2005, recorded in Document No. 2005101028, Real Property Records of Williamson County, Texas.

Such ABANDONMENT, RELEASE and DISCHARGE of the above-referenced Easement shall apply only to the below-described property, to-wit:

All of that certain 0.508 acre tract of land, more or less, out of the William Mancil Survey No. 30, Abstract No. 437, Travis County, Texas; being more fully described by metes and bounds and identified as Parcel 15E in Exhibit "A", attached hereto and incorporated herein (Parcel 15E).

This instrument is given specifically to release the above described portion of the original easement, and to release such original easement only as to the property specifically described herein, which easement is hereby terminated by abandonment, termination, vacation, and cessation of purpose, and which easement shall be of no further force and effect, whether legal or equitable.

IN WITNESS WHEREOF, WILLIAMSON COUNTY, TEXAS has caused this instrument to be executed on this the ____ day of the month of _____, 2011.

[signature page follows]

RELEASOR:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

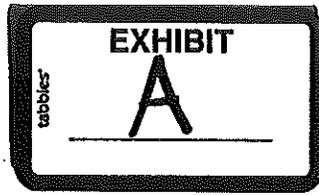
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2011, by Dan A. Gattis, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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



COUNTY: WILLIAMSON
HIGHWAY: CO. RD. 274
PARCEL: 13E-14E-15E-16E
REVISED 11/03/2005

FN-ZO2-003-22-P13E-14E-15E-16E
November 03, 2005

FIELD NOTES FOR PARCEL 13E-14E-15E & 16E

DESCRIPTION OF A 0.0046 ACRE TRACT OF LAND, HEREIN CALLED PARCEL 13E, A 0.070 ACRE TRACT OF LAND HEREIN CALLED PARCEL 14E, A 0.508 ACRE TRACT OF LAND, HEREIN CALLED PARCEL 15E AND A 0.412 ACRE TRACT OF LAND, HEREIN CALLED PARCEL 16E, ALL SITUATED IN THE WILLIAM MANCIL SURVEY, ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS BEING PART OF THAT CERTAIN 320.38 ACRE TRACT, DESCRIBED AS THE FIRST TRACT IN A DEED FROM WILLIAM B. EVANS AND WIFE, LUELLE EVANS TO J. SAM WINTERS AND ROY A. BUTLER OF RECORD IN VOLUME 511, PAGE 54 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0046 ACRE PARCEL 13E, 0.070 ACRE PARCEL 14E, 0.508 ACRE PARCEL 15E AND SAID 0.412 ACRE PARCEL 16E BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

PARCEL 13E

COMMENCING at a nail found for the southwest corner of said 320.38 acre tract, being also the northwest corner of that certain 74.52 acre tract of land as described in a deed from Robert W. Mayo and Mayo-Kirby Springs, Inc. to M. K. Hage, Jr., as Trustee for The Hage Management Trust, described as Parcel No. 1 in Document No. 2000076084 of the Official Public Records of Williamson County, Texas and being in the east line of that 100 foot wide right-of-way for railroad to the City of Austin as described in Volume 1417, Page 282 of the Deed Records of Williamson County, Texas;

THENCE N 21°10'24" W, with the west line of said 320.38 acre First Tract and the east line of said 100 foot wide right-of-way for railroad to the City of Austin, for a distance of 477.69 feet to a ½ inch iron rod with cap found;

THENCE N 71°51'39" E, departing the east line of said 100 foot wide right-of-way for railroad to the City of Austin, and over and across said 320.38 acre First Tract, for a distance of 10.01 feet to the **POINT OF BEGINNING** and the northwest corner of the herein described tract;

THENCE continuing over and across said 320.38 acre First Tract, with the north, east, south and west lines of the herein described tract, the following four (4) courses and distances;

- 1) N 71°51'39" E for a distance of 10.01 feet to the northeast corner of the herein described tract,
- 2) S 21°10'13" E for a distance of 19.76 feet to the southeast corner of the herein described tract,
- 3) S 68°49'36" W for a distance of 10.00 feet to the southwest corner of the herein described tract, and
- 4) N 21°10'24" W for a distance of 20.29 feet to the POINT OF BEGINNING and containing 0.0046 acres of land.

TOGETHER WITH a 15 foot wide temporary construction easement parallel to, adjacent to and immediately east and south of the east and south lines of the above described parcel.

PARCEL 14E

COMMENCING at a nail found for the southwest corner of said 320.38 acre tract, being also the northwest corner of that certain 74.52 acre tract of land as described in a deed from Robert W. Mayo and Mayo-Kirby Springs, Inc. to M. K. Hage, Jr., as Trustee for The Hage Management Trust, described as Parcel No. 1 in Document No. 2000076084 of the Official Public Records of Williamson County, Texas and being in the east line of that 100 foot wide right-of-way for railroad to the City of Austin as described in Volume 1417, Page 282 of the Deed Records of Williamson County, Texas;

THENCE N 21°10'24" W, with the west line of said 320.38 acre First Tract and the east line of said 100 foot wide right-of-way for railroad to the City of Austin, for a distance of 477.69 feet to a ½ inch iron rod with cap found;

THENCE N 71°51'39" E, departing the east line of said 100 foot wide right-of-way for railroad to the City of Austin, and over and across said 320.38 acre First Tract, for a distance of 218.24 feet to the **POINT OF BEGINNING** and the northwest corner of the herein described tract;

THENCE continuing over and across said 320.38 acre First Tract, with the north, east, south and west lines of the herein described tract, the following five (5) courses and distances;

- 1) N 71°51'39" E for a distance of 43.15 feet to ½ inch iron rod found for an angle point,
- 2) N 71°28'43" E for a distance of 7.43 feet to the northeast corner of the herein described tract,
- 3) S 09°32'25" E for a distance of 64.73 feet to the southeast corner of the herein described tract,

- 4) S 80°27'35" W for a distance of 50.00 feet to the southwest corner of the herein described tract, and
- 5) N 09°32'25" W for a distance of 57.12 feet to the POINT OF BEGINNING and containing 0.070 acres of land.

TOGETHER WITH a 15 foot wide temporary construction easement parallel to, adjacent to and immediately east, south and west of the east, south and west lines of the above described parcel.

PARCEL 15E

COMMENCING at a nail found for the southwest corner of said 320.38 acre tract, being also the northwest corner of that certain 74.52 acre tract of land as described in a deed from Robert W. Mayo and Mayo-Kirby Springs, Inc. to M. K. Hage, Jr., as Trustee for The Hage Management Trust, described as Parcel No. 1 in Document No. 2000076084 of the Official Public Records of Williamson County, Texas and being in the east line of that 100 foot wide right-of-way for railroad to the City of Austin as described in Volume 1417, Page 282 of the Deed Records of Williamson County, Texas;

THENCE N 21°10'24" W, with the west line of said 320.38 acre First Tract and the east line of said 100 foot wide right-of-way for railroad to the City of Austin, for a distance of 477.69 feet to a ½ inch iron rod with cap found;

THENCE departing the east line of said 100 foot wide right-of-way for railroad to the City of Austin, and over and across said 320.38 acre First Tract, the following two (2) courses and distances;

- 1) N 71°51'39" E for a distance of 261.39 feet to a ½ inch iron rod with cap found for an angle point, and
- 2) N 71°28'43" E for a distance of 899.93 feet to the POINT OF BEGINNING and the northwest corner of the herein described tract;

THENCE continuing over and across said 320.38 acre First Tract, with the north, east, south and west lines of the herein described tract, the following three (3) courses and distances;

- 1) N 71°28'43" E for a distance of 30.39 feet to the northeast corner of the herein described tract and the beginning of a curve to the right,
- 2) along said curve to the right an arc distance of 23.18 feet, having a central angle of 88°32'40", a radius of 15.00 feet and a chord bearing of S 64°14'57" E for a distance of 20.94 feet,
- 3) S 19°58'37" E for a distance of 440.13 feet to the southeast corner of the herein described tract, being also in the southerly line of said 320.38 acre First Tract and being in the north

line of Lot 2, San Gabriel Park a subdivision of record in Cabinet Y, Slides 364-367 of the Plat Records of Williamson County, Texas;

THENCE, with the south line of said 320.38 acre tract, the north line of said Lot 2 and the south line of the herein described tract, the following two (2) courses a distances;

- 1) S 71°03'13" W for a distance of 61.67 feet to a ½ inch iron rod found, and
- 2) S 69°10'14" W for a distance of 23.34 feet to the southwest corner of the herein described tract;

THENCE departing the north line of said Lot 2 and over and across said 320.38 acre First Tract, with the west line of the herein described tract, the following three (3) courses and distances;

- 1) N 19°58'37" W, for a distance of 25.82 feet to an angle point,
- 2) N 29°21'08" E, for a distance of 52.74 feet to an angle point, and
- 3) N 19°58'37" W, for a distance of 394.95 feet to the POINT OF BEGINNING and containing 0.508 acres of land.

TOGETHER WITH a 15 foot wide temporary construction easement parallel to, adjacent to and immediately east and west of the east and west lines of the above described parcel, and as shown on the attached sketch.

PARCEL 16E

COMMENCING at a nail found for the southwest corner of said 320.38 acre tract, being also the northwest corner of that certain 74.52 acre tract of land as described in a deed from Robert W. Mayo and Mayo-Kirby Springs, Inc. to M. K. Hage, Jr., as Trustee for The Hage Management Trust, described as Parcel No. 1 in Document No. 2000076084 of the Official Public Records of Williamson County, Texas and being in the east line of that 100 foot wide right-of-way for railroad to the City of Austin as described in Volume 1417, Page 282 of the Deed Records of Williamson County, Texas;

THENCE N 21°10'24" W, with the west line of said 320.38 acre First Tract and the east line of said 100 foot wide right-of-way for railroad to the City of Austin, for a distance of 616.82 feet to a ½ inch iron rod with cap found at the POINT OF BEGINNING and the southwest corner of the herein described tract;

THENCE N 21°10'24" W, continuing with the west line of said 320.38 acre First Tract and the east line of said 100 foot wide right-of-way for railroad to the City of Austin, for a distance of 15.67 feet to the most westerly northwest corner of the herein described tract;

THENCE departing the east line of said 100 foot wide right-of-way for railroad to the City of Austin, and over and across said 320.38 acre First Tract, the following fourteen (14) courses and distances;

- 1) N 72°04'59" E for a distance of 10.02 feet to an angle point,
- 2) N 21°10'24" W for a distance of 20.03 feet to an angle point,
- 3) N 72°04'59" E for a distance of 10.03 feet to an angle point,
- 4) S 21°10'13" E for a distance of 20.03 feet to an angle point,
- 5) N 72°04'59" E for a distance of 170.83 feet to an angle point,
- 6) N 67°49'45" E for a distance of 87.82 feet to an angle point,
- 7) N 69°27'50" E for a distance of 1.56 feet to an angle point,
- 8) N 73°58'00" E for a distance of 90.09 feet to an angle point,
- 9) N 74°03'03" E for a distance of 100.11 feet to an angle point,
- 10) N 73°45'09" E for a distance of 6.42 feet to an angle point,
- 11) N 72°04'59" E for a distance of 537.72 feet to an angle point,
- 12) N 69°29'29" E for a distance of 55.77 feet to an angle point,
- 13) N 70°15'46" E for a distance of 140.00 feet to the northeast corner of the herein described tract,
- 14) S 17°55'01" E for a distance of 24.53 feet to the southeast corner of the herein described tract,
- 15) S 72°34'51" W for a distance of 939.87 feet to a ½ inch iron rod with cap found for an angle point, and
- 16) S 70°45'15" W for a distance of 269.22 feet to the **POINT OF BEGINNING** and containing 0.403 acres of land.

TOGETHER WITH a 15 foot wide temporary construction easement parallel to, adjacent to and immediately north and east of the north and east lines of the above described parcel and as shown on the attached sketch.

BEARING BASIS NOTE

Bearings are based upon the Texas State Plane Coordinate System, Central Zone, N.A.D. 83/HARN 93, and Referenced to the LCRA, Texas GPS HARN Station "T034". Bearings are Grid Bearings, Distances are Surface Distances. Combined Scale Factor is 0.9999102.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during June, July and August, 2003 under my direction and supervision.

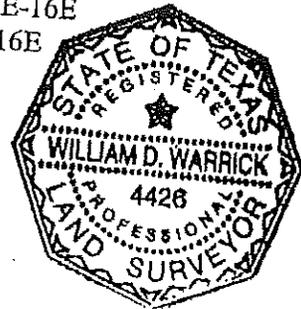
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 3rd day of November 2005, A.D.

Zamora-Warrick and Associates, L.L.C.
3737 Executive Center Drive, Suite 111
Austin, Texas 78731
512-241-1078

William D. Warrick 11-03-05
William D. Warrick
Registered Professional Land Surveyor
No. 4426 – State of Texas

REFERENCES

- ZWA PROJ. NO. Z02-003-22
- ZWA FIELD NOTE NO. Z03-038-22-P13E-14E-15E-16E
- ZWA SKETCH FN_Z02-003-22-P13E-14E-15E-16E

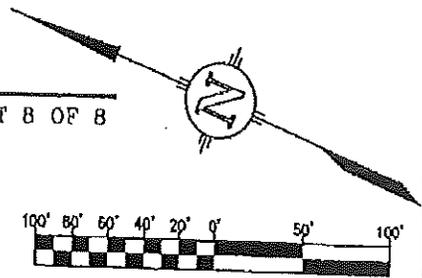


County Road 274, Parcel 13E-14E-15E-16E
0.0046 Acres, 0.070 Acres, 0.508 Acres & 0.412 Acres

LEGEND:

SKETCH TO ACCOMPANY FIELD NOTES

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS
JUNE, 2005

SEE SHEET 8 OF 8

RECORDERS MEMORANDUM
All or part of the text on this page was not clearly legible for satisfactory recordation.

WILLIAM B. EVANS, etux.
TO
J. SAM WINTERS AND
ROY A. BUTLER
FIRST TRACT
(320.38 ACRES)
VOLUME 511, PAGE 54
D.R.W.C.T.

WILLIAM B. EVANS, etux.
TO
J. SAM WINTERS AND
ROY A. BUTLER
FIRST TRACT
(320.38 ACRES)
VOLUME 511, PAGE 54
D.R.W.C.T.

- L1 N71°51'39"E 10.01'
- L2 S21°10'13"E 19.76'
- L3 S68°49'36"W 10.00'
- L4 N21°10'24"W 20.29'
- L5 N71°51'39"E 43.15'
- L6 N71°28'43"E 7.43'
- L7 S09°32'25"E 64.73'
- L8 S80°27'35"W 60.00'
- L9 N09°32'25"W 67.12'
- L10 N71°28'43"E 30.39'
- L11 S71°03'13"W 61.87'
- L12 S17°55'01"E 24.53'
- L13 N70°15'46"E 140.00'
- L14 N69°29'29"E 55.77'
- L15 N73°45'09"E 6.42'
- L16 N74°03'03"E 100.11'
- L17 N73°58'00"E 90.09'
- L18 N69°27'50"E 1.56'
- L19 N67°49'45"E 87.82'
- L20 S21°10'13"E 20.03'
- L21 N72°04'59"E 10.03'
- L22 N21°10'24"W 20.03'
- L23 N72°04'59"E 10.02'
- L24 N21°10'24"W 15.67'
- L25 N71°51'39"E 10.01'
- L26 S69°10'14"W 23.34'

PARCEL 16E
0.403 ACRES

PARCEL 14E
0.070 ACRES

PARCEL 13E
0.0046 ACRES

WILLIAM MANCEL SURVEY
ABSTRACT NO. 437

- L27 N19°58'37"W 25.82'
- L28 N29°21'08"E 52.74'

N21°10'24"W 477.69'
N21°10'24"W 618.82'

WILLIAM B. EVANS, etux.
TO
J. SAM WINTERS AND
ROY A. BUTLER
SECOND TRACT
(5.64 ACRES)
VOLUME 511, PAGE 54
D.R.W.C.T.

WILLIAM B. EVANS, etux.
TO
J. SAM WINTERS AND
ROY A. BUTLER
SECOND TRACT
(5.64 ACRES)
VOLUME 511, PAGE 54
D.R.W.C.T.

SHEET 7 OF 8
REVISED 11/03/2005



ZWA
Zamora-Warrick & Associates, LLC,
Professional Land Surveyors
8757 Executive Center Drive, Suite 11 Austin, Texas 78738
Tel (512) 241-1078 • Fax (512) 241-1392

PROJECT:	CO. RD. 274
JOB NUMBER:	202-003
DATE:	JUNE, 2005
SCALE:	1" = 100'
SURVEYOR:	Warrick
TECHNICIAN:	Chapman
DRAWING:	IN 20-03-14-(E-S)
FIELD NOTES:	
PARTY CHIEF:	
FIELD BOOKS:	

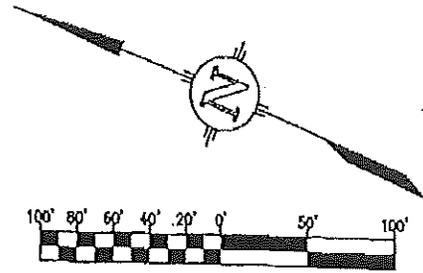
PARCEL 13E, 14E, 15E, & 16E
COUNTY ROAD 274
EASEMENT SKETCH OF 4 TRACTS
WILLIAMSON COUNTY, TEXAS
WILLIAM MANCEL SURVEY
ABSTRACT NO. 437

LEGEND:

SKETCH TO ACCOMPANY FIELD NOTES

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

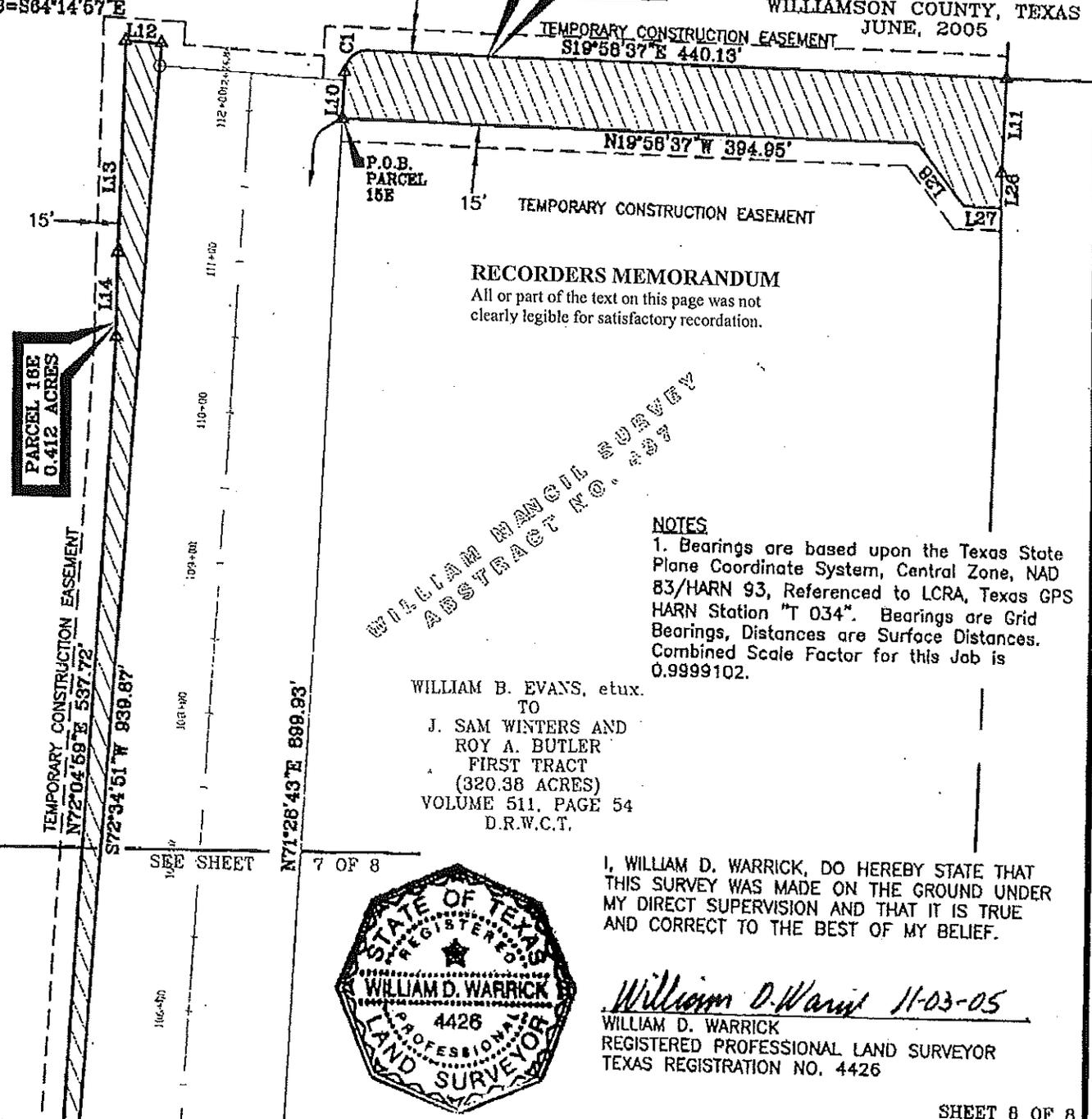
WILLIAM B. EVANS, etux.
TO
J. SAM WINTERS AND
ROY A. BUTLER
FIRST TRACT
(320.38 ACRES)
VOLUME 511, PAGE 54
D.R.W.C.T.



C1 A=23.18'
D=88°32'40"
R=15.00'
C=20.94'
CB=S84°14'57"E

PARCEL 15E
0.508 ACRES

SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS
JUNE, 2005

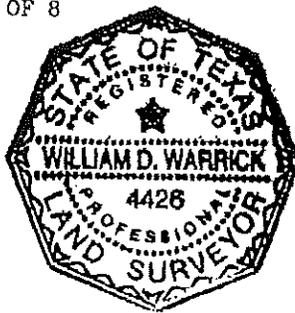


WILLIAM MANCIL SURVEY
ABSTRACT NO. 437

WILLIAM B. EVANS, etux.
TO
J. SAM WINTERS AND
ROY A. BUTLER
FIRST TRACT
(320.38 ACRES)
VOLUME 511, PAGE 54
D.R.W.C.T.

I, WILLIAM D. WARRICK, DO HEREBY STATE THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF.

William D. Warrick 11-03-05
WILLIAM D. WARRICK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4426



SEE SHEET 7 OF 8

SHEET 8 OF 8
REVISED 11/03/2005



ZWA
Zamora-Warrick & Associates, LLC
Professional Land Surveyors
9737 Executive Center Drive, Suite 211 Austin, Texas 78731
Tel (512) 241-1078 • Fax (512) 241-1002

PROJECT:	CO. RD. 274
	Parcel Desc.
JOB NUMBER:	202-003
DATE:	JUNE, 2005
SCALE:	1" = 100'
SURVEYOR:	Warrick
TECHNICIAN:	Chappon
DRAWING:	FW 22-03-1E-1E-S
FIELD NOTES:	
PARTICIES:	
FIELDBOOKS:	

PARCEL 13E, 14E, 15E, & 16E
COUNTY ROAD 274
EASEMENT SKETCH OF 4 TRACTS
WILLIAMSON COUNTY, TEXAS
WILLIAM MANCIL SURVEY
ABSTRACT NO. 437

**Waterline Easement to Chisholm Trail Special Utility District - US 183 (P23)
Commissioners Court - Regular Session**

Date: 03/01/2011
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 Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 23)

Background

Fiscal Impact

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

Attachments

Link: [WL Easement to CTSUD US 183 P23](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 09:21 AM
Final Approval Date: 02/24/2011

WATER LINE EASEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

DATE: _____, 2011

GRANTOR: WILLIAMSON COUNTY, TEXAS

GRANTOR'S MAILING ADDRESS: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract, or tracts, of land upon, across, over and under the following described real property:

All of that certain 0.113 acre of land, more or less, out of the John B. Robinson Survey, Abstract No. 521, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 23WE); and

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2011.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

LEGAL DESCRIPTION

DESCRIPTION OF A 0.113 ACRE (4,932 SQUARE FEET) TRACT SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 3.910 ACRES TRACT, DESCRIBED IN A SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY AND RECORDED IN DOCUMENT NO. 2008061802 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with aluminum cap stamped "SAM INC" found at the interesection of the proposed east right-of-way line of US Highway 183, a varying width right-of-way, with the south line of a called 38.24 acres tract described in document to Emogene Champion as recorded in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, same being the north line of a called 43.0 acres tract described as "Tract One" in a document to Ina Dale Craven as recorded in said Volume 595, Page 288 of the Deed Records of Williamson County, Texas, for the northeast corner of the said 3.910 acres tract, said point also being in the proposed easterly right-of-way of U.S. Highway 183, a variable width right-of-way, established in TXDOT right-of-way strip map CSJ 0151-04-063/064 ;

THENCE crossing said "Tract One", with said proposed east right-of-way line of US183, same being the west line of said 3.910 acres tract, S25°46'20"E a distance of 9.62 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said proposed east right-of-way line of US183 and said east line of the 3.910 acres tract, continuing across said "Tract One" and crossing said 3.910 acres tract, the following three (3) courses and distance:

1. S64°41'49"W a distance of 275.10 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the east line of a 15-foot wide Right-of-Way Easement to Chisholm Trail WSC as recorded in Volume 979, Page 225 of the Deed records of Williamson County, Texas,
2. with said east line of the 15-foot wide Right-of-Way Easement, N25°18'11"W as distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
3. leaving said east line of the 15-foot wide Right-of-Way Easement, N64°41'49"E a distance of 165.33 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said south line of the 38.24 acres tract, said north line of "Tract One", and said north line of the 3.910 acres tract;

THENCE with said south line of the 38.24 acres tract, and said north line of the 3.910 acres tract, N70°06'03"E a distance of 110.19 feet, to said **POINT OF BEGINNING** and containing 0.113 acre (4,932 square feet).

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of February 2011, A.D.

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



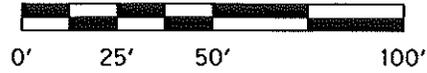
[Handwritten Signature] 2/18/2011

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

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00012. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Half Associates, Inc. titled S301-IS(23)-26974.dgn, dated February 18, 2011, AVO No. 26974.
3. See Texas Department of Transportation Right-of-Way map CCSJ No. 0151-04-063/064 for detailed information regarding United States Highway 183.

GRAPHIC SCALE 1"=50'



LEGEND:
 ● 1/2" IRON ROD FOUND W/ALUMINUM CAP 'SAM INC'
 ○ 1/2" IRON ROD SET W/'HALFF ESMT' CAP
 D.R.W.C.TX. DEED RECORDS OF WILLIAMSON CO., TX.
 O.P.R.W.C.TX. OFFICAL PUBLIC RECORDS OF WILLIAMSON CO., TX.
 P.O.B. POINT OF BEGINNING
 () RECORD INFORMATION

EMOGENE CHAMPION
 "TRACT TWO"
 CALLED 38.24 ACRES
 VOL. 595, PG. 288
 D.R.W.C.TX

CHARLES WESLEY CRAVEN
 AND KENNETH DALE CRAVEN
 FURTHER DESCRIBED AS INA DALE CRAVEN
 REMAINDER OF TRACT ONE
 CALLED 43.0 ACRES
 VOL. 595, PG. 288
 D.R.W.C.TX.

PROPOSED WATER
 LINE ESMT.
 0.113 AC.
 4,932 SQ. FT.

WILLIAMSON COUNTY
 3.910 ACRES
 DOC. No. 2008061802
 O.P.R.W.C.TX.

JOHN B. ROBINSON SURVEY,
 ABSTRACT NO. 521

15' CHISHOLM WATERLINE ESMT.
 VOL. 979, PG. 225
 D.R.W.C.TX.

LINE	BEARING	DISTANCE
L1	S 25° 46' 20" E	9.62'
L2	N 25° 18' 11" W	20.00'
L3	N 64° 41' 49" E	165.33'
L4	N 70° 06' 03" E	110.19'

U.S. 183
 C-C-S-J. 0151-04-063/064
 (VARIABLE WIDTH R.O.W.)

I:\26000s\26974\CADD\Survey\S301-SI23-26974.dgn Design 2/18/2011 11:24:36 AM 2W_IP3235_8-5x11_FW.dft

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

PARCEL 23 SKETCH TO ACCOMPANY DESCRIPTION			
HALFF AYO: 26974	DATE: 2/18/2011	ACCOMPANYING FILE NAME: SV-LD-P23-26974.doc	SKETCH BY: KKH

4,932 SQUARE FEET
 ~ 0.113 ACRE
 SITUATED IN THE
 JOHN B. ROBINSON SURVEY,
 ABSTRACT NO. 521
 WILLIAMSON COUNTY, TEXAS

**Waterlines Easement to Chisholm Trail Special Utility District - US 183 - (P7)
Commissioners Court - Regular Session**

Date: 03/01/2011
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 Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 7)

Background

Fiscal Impact

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

Attachments

Link: [WL Easement to CTSUD US 183 P7](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 09:52 AM
Final Approval Date: 02/24/2011

WATER LINE EASEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

DATE: _____, 2011

GRANTOR: WILLIAMSON COUNTY, TEXAS

GRANTOR'S MAILING ADDRESS: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract, or tracts, of land upon, across, over and under the following described real property:

All of that certain 0.121 acre of land, more or less, out of the John B. Robinson Survey, Abstract No. 521, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 7WE); and

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2011.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

LEGAL DESCRIPTION

DESCRIPTION OF A 0.121 ACRE (5,271 SQUARE FEET) TRACT SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 3.996 ACRES TRACT AS DESCRIBED AS PARCEL 7, PART 1 IN A SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY, TEXAS, AND RECORDED IN DOCUMENT NO. 2008091994 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with yellow plastic cap found at the intersection of the existing west right-of-way line of United States Highway 183, a varying width right-of-way, with the north right-of-way line of Morning Dove Lane, a varying width right-of-way, for the southeast corner of said 3.996 acres tract;

THENCE with said existing west right-of-way line of U.S. Highway 183, same being the east line of said 3.996 acres tract, N21°02'37"W a distance of 118.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said existing west right-of-way line of U.S. Highway 183 and said east line of the 3.996 acres tract, crossing said 3.996 acres tract the following three (3) courses and distances:

1. S63°38'50"W a distance of 262.60 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the curving east line of a 20-foot wide waterline easement to Chisholm Trail Special Utility District as described in Document No. 2008055388 of the Official Public Records of Williamson County, Texas,
2. with said curving east line of the 20-foot wide waterline easement, an arc distance of 20.00 feet, said curve to the right having a radius of 6700.00 feet, a central angle of 00°10'16", and a chord bearing N26°21'47"W a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and
3. leaving said curving east line of the 20-foot wide waterline easement, N63°38'50"E a distance of 264.46 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said existing west right-of-way line of U.S. Highway 183 and said east line of the 3.996 acres tract;

THENCE with said existing west right-of-way line of U.S. Highway 183 and said east line of the 3.996 acres tract, S21°02'37"E a distance of 20.09 feet to said **POINT OF BEGINNING** and containing 0.121 acre (5,271 square feet).

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

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of February 2011, A.D.

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



 2/18/2011

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

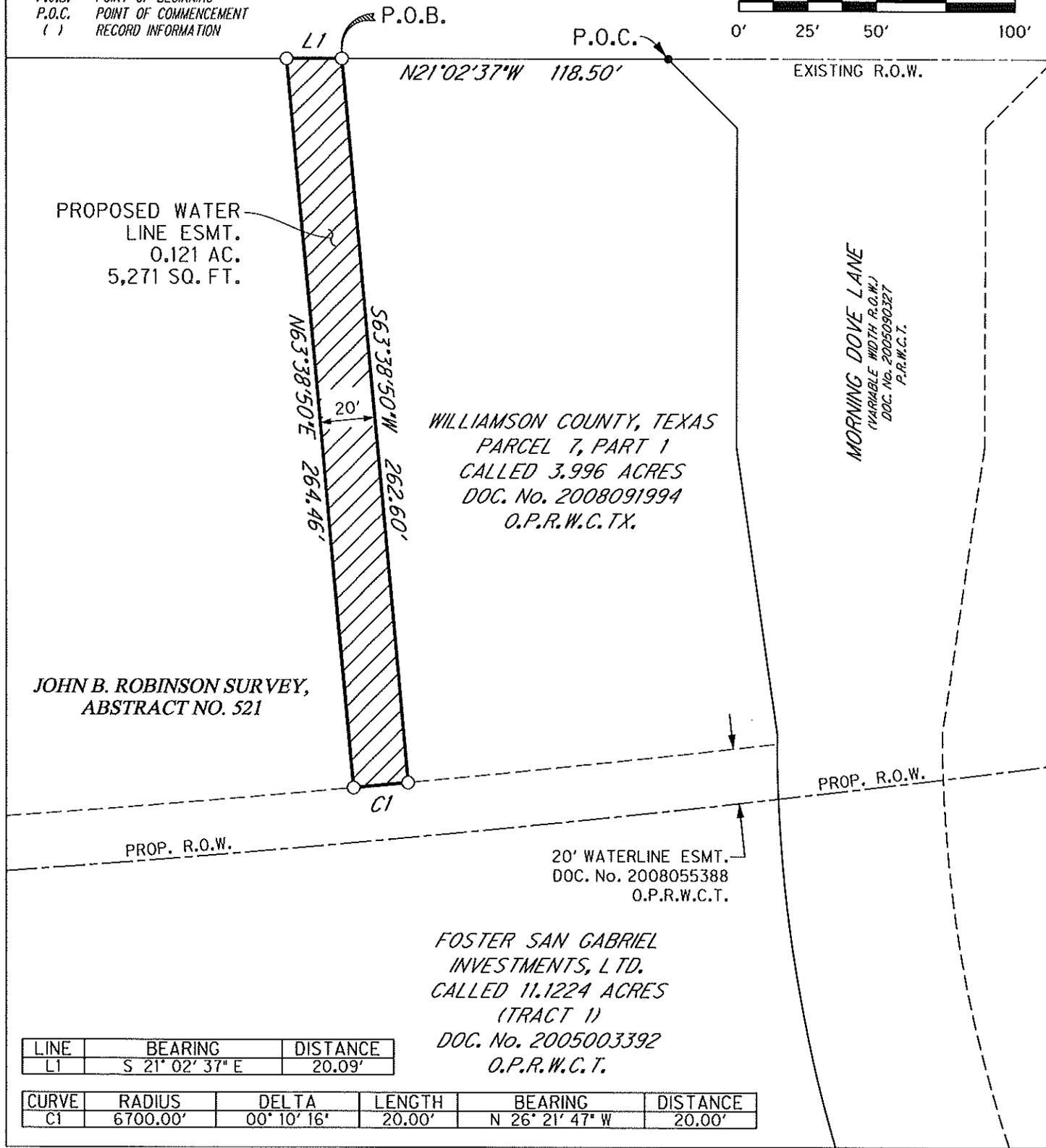
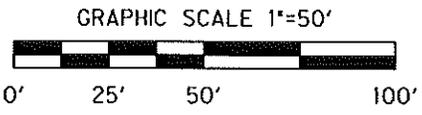
ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00012. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(7)-26974.dgn, dated February 18, 2011, AVO No. 26974.
3. See Texas Department of Transportation Right-of-Way map CCSJ No. 0151-04-063/064 for detailed information regarding United States Highway 183 and State Highway 29.

LEGEND:

- 1/2" IRON ROD FOUND W/YELLOW PLASTIC CAP
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/HALFF ESMT* CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- () RECORD INFORMATION

U.S. 183
C.G.S.J. 0151-04-063/064
(VARIABLE WIDTH R.O.W.)



PROPOSED WATER LINE ESMT.
0.121 AC.
5,271 SQ. FT.

WILLIAMSON COUNTY, TEXAS
PARCEL 7, PART 1
CALLED 3.996 ACRES
DOC. No. 2008091994
O.P.R.W.C.T.

MORNING DOVE LANE
(VARIABLE WIDTH R.O.W.)
DOC. NO. 2005090327
P.R.W.C.T.

JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521

FOSTER SAN GABRIEL
INVESTMENTS, LTD.
CALLED 11.1224 ACRES
(TRACT 1)
DOC. No. 2005003392
O.P.R.W.C.T.

LINE	BEARING	DISTANCE
L1	S 21° 02' 37" E	20.09'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	6700.00'	00° 10' 16"	20.00'	N 26° 21' 47" W	20.00'

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

PARCEL 7
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO: 26974	DATE: 2/18/2011	ACCOMPANYING FILE NAME: SV-LD-P7-26974.doc	SKETCH BY: KKH
---------------------	--------------------	---	-------------------

5,271 SQUARE FEET
~ 0.121 ACRE
SITUATED IN THE
JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521
WILLIAMSON COUNTY, TEXAS

2/18/2011 9:21:14 AM I:\266000s\26974\CADD\Survey\5301-5(7)-26974.dgn Desig:n 2W_IR3235_8-5x11_F.W.dft

**Waterlines Easement to Chisholm Trail Special Utility District - US 183 - (P12)
Commissioners Court - Regular Session**

Date: 03/01/2011
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 Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 12)

Background

Fiscal Impact

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

Attachments

Link: [WL Easement to CTSUD US 183 P12](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 09:54 AM
Final Approval Date: 02/24/2011

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2011.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

LEGAL DESCRIPTION

DESCRIPTION OF A 0.044 ACRE (1,911 SQUARE FEET) TRACT SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.00 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO RUSSELL U. JONES AND RECORDED IN DOCUMENT NO. 199944197 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING in the north line of Tract A, Baker Estates, a subdivision according to the plat of record in Cabinet H, Slides 394-396 of the Plat Records of Williamson County Texas, at the southeast corner of said 1.00 acre tract, same being an angle point in the south line of a called 86.070 acres tract as described in a General Warranty Deed to 5WS, LP and recorded in Document No. 2007079117 of the Official Public Records of Williamson County, Texas;

THENCE with said north line of Tract A, same being the south line of said 1.00 acre tract, S69°18'07"W a distance of 40.94 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for the for the **POINT OF BEGINNING** of the tract described herein;

CONTINUING with said north line of Tract A and said south line of the 1.00 acre tract, S69°18'07"W a distance of 111.18 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a point in the existing east right-of-way line of US183, a 120-foot wide right-of-way, for the northwest corner of said Tract A, same being the southwest corner of said 1.00 acre tract bears, S69°18'07"W a distance of 56.54 feet;

THENCE leaving said north line of Tract A and said south line of the 1.00 acre tract, crossing said 1.00 acre tract the following three (3) courses and distances:

1. N58°56'17"E a distance of 150.21 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the proposed east right-of-way line of US183, for a non-tangent point of curvature to the left,
2. with said proposed east right-of-way line of US183, with the arc of said curve to the left a distance of 20.00 feet, said curve having a radius of 6700.00 feet, a central angle of 00°10'16", and a chord bearing S31°03'43"E a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and

3. leaving said proposed east right-of-way line of US183, S58°56'17"W a distance of 40.85 feet to said **POINT OF BEGINNING** and containing 0.044 acre (1,911 square feet).

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of February 2011, A.D.

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



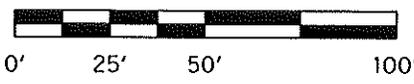
 2/18/2011

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

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00012. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Half Associates, Inc. titled S301-IS(12-1)-26974.dgn, dated February 18, 2011, AVO No. 26974.
3. See Texas Department of Transportation Right-of-Way map CCSJ No. 0151-04-063/064 for detailed information regarding United States Highway 183.

GRAPHIC SCALE 1"=50'

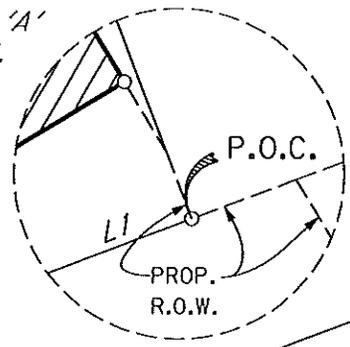


LEGEND:

- 1/2" IRON ROD FOUND W/CAP 'TXDOT'
- 1/2" IRON ROD SET W/HALFF ESMT' CAP
- △ CALCULATED POINT
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON CO., TX.
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON CO., TX.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION



DETAIL 'A'
N.T.S.



JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521

5WS, L.P.
CALLED 86.070 ACRES
DOC. NO. 2007079117
O.P.R.W.C.TX.

PROPOSED WATER
LINE ESMT.
0.044 AC.
1,911 SQ. FT.

RUSSELL U. JONES
CALLED 1.00 ACRE
DOC. NO. 199944197
O.P.R.W.C.TX.

SEE
DETAIL
'A'

TRACT A
BAKER ESTATES
CAB. H, SLIDES 394-396
P.R.W.C.TX.

U.S. 183
C.C.S.L. 0151-04-063/064
(VARIABLE WIDTH R.O.W.)

15' CHISHOLM WATERLINE ESMT.
VOL. 1020, PG. 173
D.R.W.C.TX.

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	6700.00'	00° 10' 16"	20.00'	S 31° 03' 43" E.	20.00'

LINE	BEARING	DISTANCE
L1	S 69° 18' 07" W	40.94'
L2	S 58° 56' 17" W	40.85'

PARCEL 12-1
SKETCH TO ACCOMPANY DESCRIPTION

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 262-8184
FAX (512) 262-8141

HALFF AVO: 26974	DATE: 2/18/2011	ACCOMPANYING FILE NAME: SV-LD-P12-1-26974.doc	SKETCH BY: KKH
---------------------	--------------------	--	-------------------

1,911 SQUARE FEET
~ 0.044 ACRE
SITUATED IN THE
JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521
WILLIAMSON COUNTY, TEXAS

2/18/2011 10:19:56 AM I:\26000s\26974\CADD\Survey\5301-1512-11-26974.dgn Desi.gn 2W_IR3235_8-5x11_LW.plt

Waterlines Easement to Chisholm Trail Special Utility District - US 183 - (P20) Commissioners Court - Regular Session

Date: 03/01/2011
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 Waterline Easement to Chisholm Trail Special Utility District for utility relocation on US 183. (Parcel 20)

Background

Fiscal Impact

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

Attachments

Link: [WL Easement to CTSUD US 183 P20](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 09:56 AM
Final Approval Date: 02/24/2011

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2011.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

LEGAL DESCRIPTION

DESCRIPTION OF A 0.022 ACRE (943 SQUARE FEET) TRACT SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 3.910 ACRES TRACT, ACCORDING TO A SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY AND RECORDED IN DOCUMENT NO. 2008061802 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 5/8-inch iron rod with aluminum cap stamped "SAM INC" found at the intersection of the proposed east right-of-way line of US Highway 183, a varying width right-of-way, with the north line of a called 21.543 acres tract as described in a Special Warranty Deed to Mark Mason and recorded in Document No. 2007021744 of the Official Public Records of Williamson County, Texas, same being the south line of a called 19.758 acres tract as described in a Special Warranty Deed to Michael W. Mason and recorded in Document No. 2007021745 of said Official Public Records of Williamson County, Texas, for the southeast corner of said 3.910 acres tract;

THENCE with the north line of the said 21.543 acres tract and the south line of said 19.758 acres tract, same being the south line of said 3.910 acres tract, S69°09'35"W a distance of 184.75 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2 inch iron rod with plastic cap stamped "3DS Land Surveyors" found in the existing east right-of-way line of US183, a varying width right-of-way, for the northwest corner of said 21.543 acres tract and the southwest corner of said 3.910 acres tract, same being the southwest corner of said 19.758 acres tract, bears S69°09'35"W a distance of 101.93 feet;

THENCE leaving said north line of the 21.543 acres tract, the south lines of said 19.758 acres and said 3.910 acres tracts, crossing said 3.910 acres and said 19.758 acres tracts, N65°59'17"E a distance of 184.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said proposed east right-of-way line of US183, same being the east line of said 3.910 acres tract, for a non-tangent point of curvature to the left, and from which a 5/8 inch iron rod with aluminum cap stamped "SAM INC" found for an angle point in said proposed east right-of-way line of US183 and said east line of the 3.910 acres tract, bears 176.00 feet along a curve to the right, said curve having a radius of 1,980.00 feet, a central angle of 00°30'33", and a chord bearing N23°32'49"W a distance of 176.00 feet;

CONTINUING across said 19.758 acres tract, with said proposed east right-of-way line of US183 and said east line of the 3.910 acres tract, along the arc of said curve to the left a distance of 10.22 feet, said curve having a radius of 1,980.00 feet, a central angle of 00°01'46", and a chord bearing S23°48'59"E a distance of 10.22 feet, to said **POINT OF BEGINNING** and containing 0.022 acre (943 square feet).

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of February 2011, A.D.

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



[Handwritten Signature] 2/18/2011

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

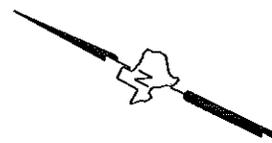
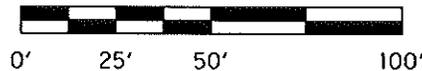
ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00012. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(20)-26974.dgn, dated February 18, 2011, AVO No. 26974.
3. See Texas Department of Transportation Right-of-Way map CCSJ No. 0151-04-063/064 for detailed information regarding United States Highway 183.

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "SAM INC" (UNLESS NOTED)
- 1/2" IRON ROD SET W/"HALFF ESMT" CAP
- △ CALCULATED POINT
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON CO., TX.
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX.
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

GRAPHIC SCALE 1"=50'



MICHAEL W. MASON
CALLED 19.758 ACRES
DOC. NO. 2007021745
O.P.R.W.C.TX.

PROP. R.O.W.

P.O.B.

C1

C2

PROP. R.O.W.

PROP. R.O.W.

PROPOSED WATER
LINE ESMT.
0.022 AC.
943 SQ. FT.

WILLIAMSON COUNTY
3.910 ACRES
DOC. NO. 2008061802
O.P.R.W.C.TX.

MARK MASON
CALLED 21.543 ACRES
DOC. NO. 2007021744
O.P.R.W.C.TX.

JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521

15" CHISHOLM WATERLINE ESMT.
VOL. 979, PG. 225
D.R.W.C.TX.

EXISTING R.O.W.

(1/2" 3DS LAND SURVEYORS)

EXISTING R.O.W.

U.S. 183
C.C.S.J. 0151-04-063/064
(VARIABLE WIDTH R.O.W.)

101.93'

N65°59'17"E 184.50'

S69°09'35"W 184.75'

S69°09'35"W

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	1980.00'	00° 01' 46"	10.22'	S 23° 48' 59" E	10.22'
C2	1980.00'	00° 30' 33"	176.00'	N 23° 32' 49" W	176.00'

4030 WEST BRAKER LANE, SUITE 460
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 20
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AYO: 26974	DATE: 2/18/2011	ACCOMPANYING FILE NAME: SV-LD-P20-26974.doc	SKETCH BY: KKH
---------------------	--------------------	--	-------------------

943 SQUARE FEET
~ 0.022 ACRE
SITUATED IN THE
JOHN B. ROBINSON SURVEY,
ABSTRACT NO. 521
WILLIAMSON COUNTY, TEXAS

I:\26000s\26974\CADD\Survey\5301-ISI\20-26974.dgn Desi.gn 2/18/2011 10:24:22 AM 2W_IR3235_8-5x11_FW.dwg

Roznovak Letter Agreement - Chandler IIIA (P9E) Commissioners Court - Regular Session

Date: 03/01/2011
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 Letter Agreement with Jerry W. Roznovak for a drainage easement needed on Chandler IIIA. (PARCEL 9E)

Background

Fiscal Impact

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

Attachments

Link: [Roznovak Letter Agreement Chandler IIIA P9E](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 09:58 AM
 Final Approval Date: 02/24/2011

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

February 17, 2011

Jerry W. Roznovak
3051 CR 101
Hutto, Texas 78634

Re: Williamson County--Chandler Road (Phase IIIA)
Parcel 9E

Dear Mr. Roznovak:

Please allow this letter to set out my understanding regarding our agreement for the purchase of a drainage easement interest in a portion of your property as part of Williamson County's Chandler Road expansion project.

In return for granting a drainage easement across approximately 0.08 acre, Williamson County will pay the sum of \$500, which was the County's appraised value for this acquisition. The form of the easement granted to Williamson County will be as shown in Exhibit "A" attached hereto.

In addition, as part of the roadway construction project the County will cause two (2) driveway connections to be constructed between the roadway improvements and your remaining property. These driveways shall be constructed generally in the locations and in accordance with the notes and specifications as shown on the plan sheets attached hereto as Exhibit "B". In return you also agree to provide Williamson County and its contractor with any temporary construction easements on your remaining property which are necessary to carry out the construction of these driveways.

If this meets with your understanding please have execute this letter on behalf of Blue Haven, and we will have this signed by the judge and process this for payment as quickly as possible.

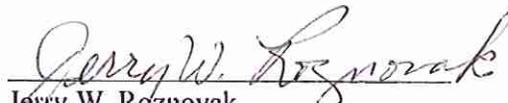
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.

AGREED:



Jerry W. Roznovak
Date: 2-21-11

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
County Judge

Date: _____



DRAINAGE EASEMENT
Chandler Road Project

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

That JOHN W. ROZNOVAK, and his successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described property:

All of that certain two certain 0.08 acre tracts of land, more or less, situated in the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 9E)

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and drainage way or channel, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law Grantee shall hold Grantor harmless from any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

Grantor shall retain and enjoy the right to use the surface of Property in any manner not inconsistent with the purposes granted in this document and which does not obstruct the flow of water across the Property.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2011.

GRANTOR:

John W. Roznovak

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by John W. Roznovak, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S ADDRESS:

Williamson County, Texas
c/o County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

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

Exhibit A to Drainage Easement

Page 1 of 2
Roznovak-Easement

EXHIBIT _____

County: Williamson
Tract No.: Roznovak-Easement
Road: Chandler Road Phase IIIA
Owner: Jerry Roznovak

PROPERTY DESCRIPTION FOR ROZNOVAK EASEMENT-B

ALL OF THAT CERTAIN 0.08 ACRE (3,322 S.F.) TRACT OR PARCEL OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NUMBER 810, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 90.68 ACRE TRACT OF LAND RECORDED IN THE NAME OF JERRY ROZNOVAK IN VOLUME 1500, PAGE 750 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on the southerly line of said 90.68 acre tract, said point being on the northerly Right-of-Way (R.O.W.) line of County Road (CR) 101, from which, the calculated southeast corner of said 90.68 acre tract bears North 68 degrees 00 minutes 39 seconds East, a distance of 200.54 feet;

Thence, with the southerly line of said 90.68 acre tract and the northerly R.O.W. line of said CR 101, South 68 degrees 00 minutes 39 seconds West, passing at a distance of 253.73 feet an iron rod found for the northeasterly corner of a called 67.78 acre tract of land recorded in the name of Shumore Joint Venture in Document Number 2000039782 of the Official Public Records of Williamson County (O.P.R.W.C.), said iron rod also being an ell corner of said CR 101, in all, a distance of 151.36 feet to a calculated point;

Thence, through and across said 90.68 acre tract, the following three (3) courses and distances;

1. North 51 degrees 33 minutes 52 seconds West, a distance of 26.05 feet to a calculated point;
2. North 68 degrees 32 minutes 29 seconds East, a distance of 152.16 feet to a calculated point;
3. South 51 degrees 33 minutes 52 seconds East, a distance of 24.43 feet to the POINT OF BEGINNING and containing 0.08 acres (3,322 S.F.) of land, more or less.

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

Bearings and Coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93), all distances are surface.

I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.

VARA LAND SURVEYING, INC

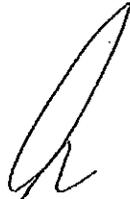
P.O. Box 4230,

Cedar Park, Texas 78630

Ph: (512) 838-2622

Cr-111a-tract roznovak h-esml.doc



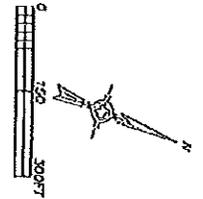

Alan J. Horton

Registered Professional Land Surveyor

No. 5768 - State of Texas

Date: August 31, 2010

SKETCH TO ACCOMPANY FIELD NOTES



123.5 ACRES
JERRY W. ROZNOVAK
1599/750, W.C.D.R.

90.68 ACRES
JERRY W. ROZNOVAK
1599/750, W.C.R.D.

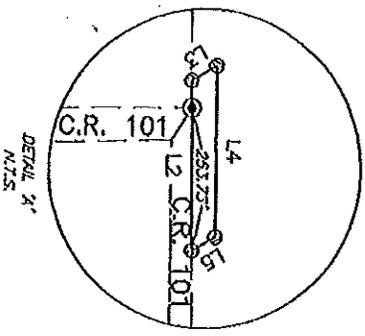
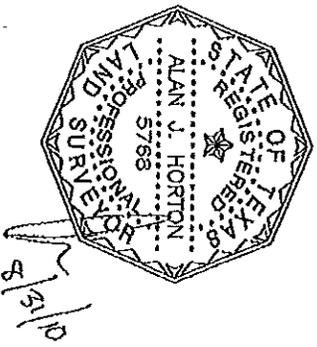
105.17 ACRES
THE KOTRLA FAMILY, LP
DOC. No. 2001041774, O.P.R.W.C.
(TRACT 2)

57.76 ACRES
SHUMORE JOINT VENTURE
DOC. No. 2000039782, O.P.R.W.C.

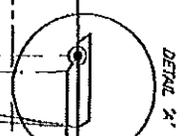
	BEARING	CHORD
L1	N 68°00'39" E	200.64'
L2	S 68°00'39" W	151.38'
L3	N 51°33'52" W	26.05'
L4	N 68°32'29" E	152.15'
L5	S 51°33'52" E	24.43'

HORIZONTAL CONTROL IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE AND 83 HARNY (93). ALL DISTANCES ARE SURFACE.

JOHN THOMAS SURVEY, R-510



PROPOSED R.O.W.
PROPOSED CENTERLINE
PROPOSED R.O.W.



LEGEND

- FOUND IRON ROD
- FOUND IRON PIPE
- FOUND CONCRETE MONUMENT
- SET 5/8-INCH IRON ROD WITH CAP STAMPED "VARA LAND SURVEYING" CALCULATED POINT
- FENCE
- () RECORD INFORMATION
- PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT SURVEY LINE
- W.C.D.R. WILLAMSON COUNTY DEED RECORDS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY

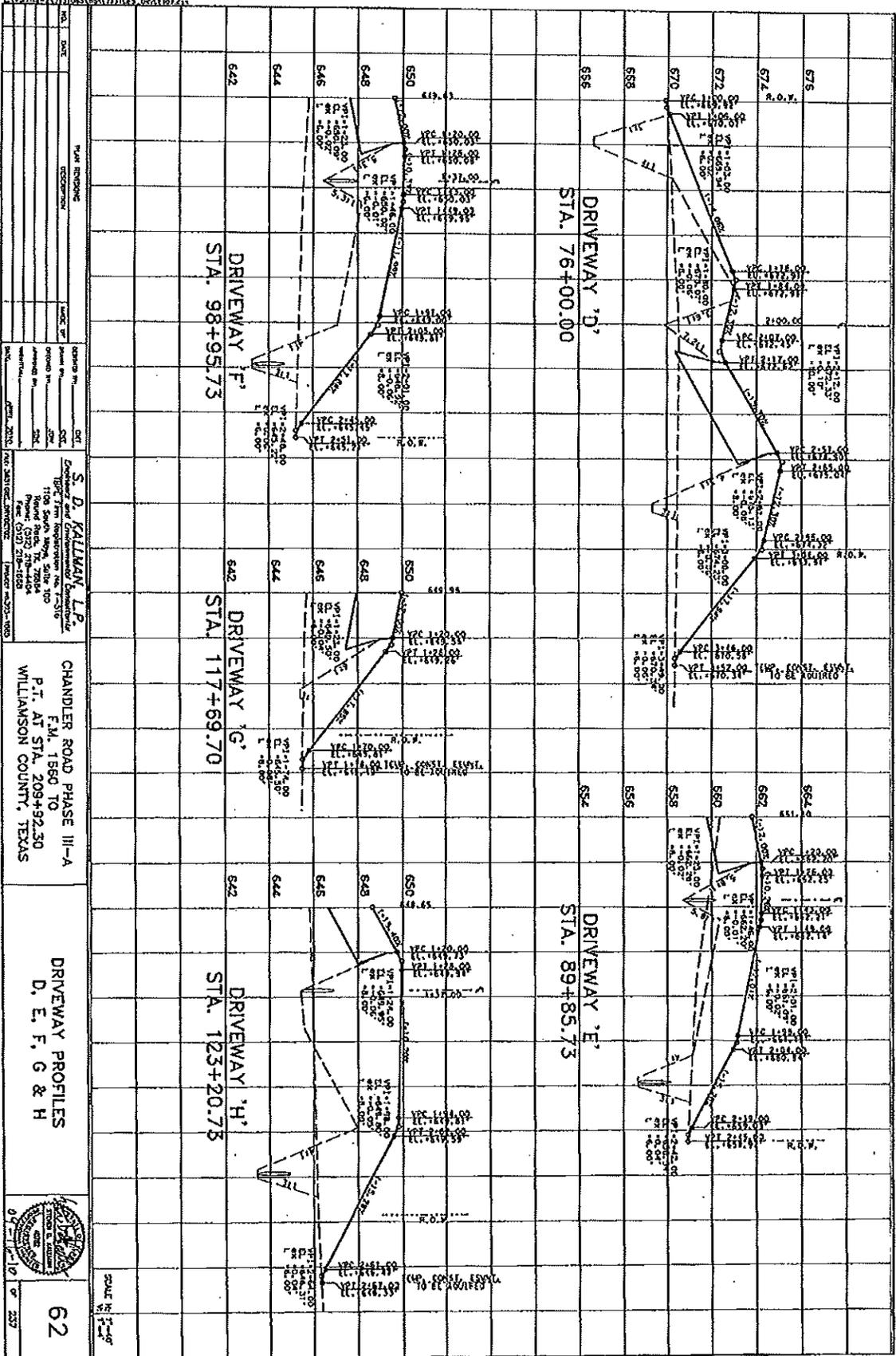
P.O.B. ESMT.
N: 10195679.19
E: 3196488.89

WILLAMSON COUNTY

UPDATED 08-31-10 CR-111-TRACT ROZNOVAK-ESMT.DWG

PLAT OF SURVEY OF
0.08 ACRES (3,322 S.F.)
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT No. 610
WILLAMSON COUNTY, TEXAS

VARA LAND SURVEYING, INC.
P.O. Box 4230, Cedar Park, Texas 78630
(512) 836-2622 FAX (512) 836-0273

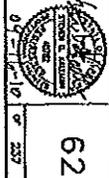


NO.	DATE	DESCRIPTION	BY	CHECKED

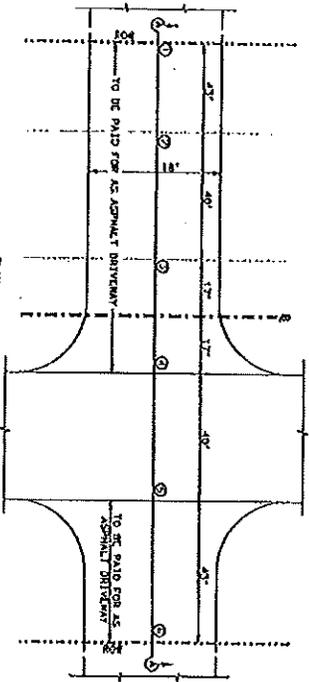
S. D. KALLMAN, L.P.
 Licensed Professional Engineer
 1108 South Main, Suite 100
 Fort Worth, Texas 76104
 Phone: (817) 738-4444
 Fax: (817) 738-4444
 License No. 3271-0001

CHANDLER ROAD PHASE III-A
 F.M. 1560 TO
 P.I. AT STA. 209+92.30
 WILLAMSON COUNTY, TEXAS

DRIVEWAY PROFILES
 D, E, F, G & H

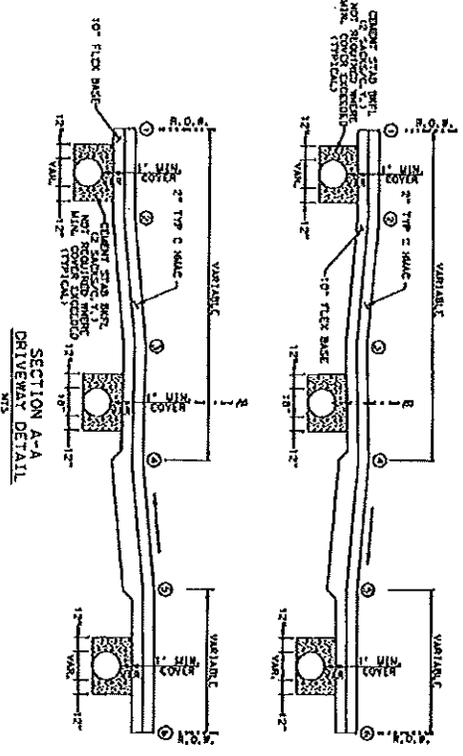


NOTES
 CONTRACTOR SHALL CONSTRUCT DRIVEWAYS USING
 TYPE 1.5 CRUSHED LIME STABILIZED SAND
 PLACED IN 2 EQUAL LIFTS 8" EACH LIFT.
 FOR DRIVEWAYS 10" 1.5" CRUSHED LIME STABILIZED SAND
 WITH 2" 1.5" CRUSHED LIME STABILIZED SAND
 OVERLAP.
 SEE SHEET 81 "DRIVEWAY CENTER 3" DRIVEWAY
 FOR MATERIAL REQUIREMENTS FOR DRIVEWAY
 CENTER DATA.



CONSTRUCTION STAGING REQUIREMENTS

Driveway	LT/RT	Centerline Station	Pavement Type	Area (SQ)	Offset	Elevation										
Driveway A+	LT	87729.47	ASPHALT	254	100	622.74	57	623.00	17	624.97	17	625.80	37	625.00	100	621.57
Driveway A+	RT	87729.47	ASPHALT	116	100	622.74	57	623.00	17	624.97	17	625.80	37	625.00	100	621.57
Driveway B+	LT	87800.00	ASPHALT	254	100	607.04	57	608.97	17	610.66	17	612.17	37	611.37	100	607.72
Driveway B+	RT	87800.00	ASPHALT	116	100	607.04	57	608.97	17	610.66	17	612.17	37	611.37	100	607.72
Driveway C+	LT	87840.00	ASPHALT	254	100	602.97	57	605.56	17	607.21	17	608.62	37	609.37	100	604.17
Driveway C+	RT	87840.00	ASPHALT	116	100	602.97	57	605.56	17	607.21	17	608.62	37	609.37	100	604.17
Driveway D+	LT	87880.00	ASPHALT	254	100	600.92	57	603.49	17	604.83	17	606.24	37	607.00	100	602.54
Driveway D+	RT	87880.00	ASPHALT	116	100	600.92	57	603.49	17	604.83	17	606.24	37	607.00	100	602.54
Driveway E	LT	88000.72	ASPHALT	283	100	606.52	57	608.79	17	610.10	17	611.42	37	612.51	100	608.51
Driveway E	RT	88000.72	ASPHALT	115	100	606.52	57	608.79	17	610.10	17	611.42	37	612.51	100	608.51
Driveway F	LT	88140.70	ASPHALT	283	100	602.49	57	604.37	17	605.31	17	606.37	37	607.51	100	603.51
Driveway F	RT	88140.70	ASPHALT	115	100	602.49	57	604.37	17	605.31	17	606.37	37	607.51	100	603.51
Driveway G	LT	88280.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway G	RT	88280.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway H	LT	88420.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway H	RT	88420.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway I	LT	88560.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway I	RT	88560.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway J	LT	88700.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway J	RT	88700.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway K	LT	88840.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway K	RT	88840.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway L+	LT	88980.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway L+	RT	88980.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway M	LT	89120.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway M	RT	89120.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway N	LT	89260.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway N	RT	89260.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway O+	LT	89400.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway O+	RT	89400.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway P+	LT	89540.72	ASPHALT	283	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57
Driveway P+	RT	89540.72	ASPHALT	115	100	600.37	57	602.37	17	603.37	17	604.37	37	605.37	100	601.57



CHANDLER ROAD PHASE III-A
 P.T. AT STA. 209+92.50
 WILLIAMSON COUNTY, TEXAS

DRIVEWAY DETAILS



Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Wendy Coco, County Judge
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

To consider and take appropriate action regarding the Landfill Gas Development Plan.

Background

Fiscal Impact

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

Attachments

Link: [Gas Development Plan](#)

Form Routing/Status

Form Started By: Wendy Coco Started On: 02/24/2011 03:41 PM
Final Approval Date: 02/24/2011



February 16, 2011

Hon. Dan Gattis

Williamson County
701 Main Street

Georgetown, Texas 78626

Re: Landfill Gas Development Plan

Williamson County Landfill
Hutto, Texas

Dear Judge Gattis:

Waste Management is confirming its intent to develop a methane recovery facility at the Williamson County Landfill, in accordance with Section 4.8 of our landfill operation agreement. Our interest in this project is consistent with Waste Management's aggressive development of landfill gas projects in the past five years.

We evaluated several technologies for the utilization of the landfill gas at this site. Those technologies and Waste Management's conclusions are described below:

- **Direct gas sale** – The simplest technology utilizing landfill gas is the sale to a nearby industrial facility for use as a heating fuel in lieu of fossil fuel. This type of project consists of a compressor station at the landfill, minimal landfill gas clean-up, and a pipeline constructed from the landfill to the industrial facility. The typical maximum distance between the landfill and the gas buyer is 4 to 6 miles. We did not identify any potential end users within this distance, and eliminated direct sale as an option at this site.

- **High BTU processing** – Landfill gas can be processed into pipeline quality natural gas by removing the carbon dioxide, nitrogen, oxygen, and other contaminants in the landfill gas. WM has not pursued these projects, and does not currently own one, due to the market volatility and current oversupply of natural gas, the risk of out-of-spec product, incompatibility with landfill gas well field operations, high capital outlay, high power demand of the equipment, and the high volume of landfill gas required. The history of landfill gas development reflects this opinion, with only about 20 high btu projects developed in the last 25 years, out of almost 500 total landfill gas projects in the U.S. However, there have been recent improvements to the technology, and long-term contracts that pay a fixed premium for "renewable gas" have the potential for minimizing the commodity price risk. There is also an increasing interest in renewable CNG and LNG as transportation fuel. We will continue to monitor the viability of converting the landfill gas to renewable gas or transportation fuel as a potential option for project.

- **Leachate Evaporation** – Landfill gas can be used as fuel to evaporate or concentrate landfill leachate, reducing disposal cost. Leachate evaporators may be a financial benefit to a site where leachate volumes and costs are high, neither of which occurs at this site. Leachate evaporation was not considered a viable application at this site.

- **On-Site power plant** – By far the most common application for landfill gas is as fuel for on-site power plants. The technology is well-proven, access to markets is universal, the most favorable government incentives for landfill gas are targeted toward electricity production, and in deregulated markets there are alternatives for buyers. Electric power production is currently the most viable alternative for the landfill gas at this site.

- **Other Technologies** – WM has several research and pilot projects which involve testing other technologies for landfill gas. These technologies are still in the development phases, and have not been proven commercially viable at this time. For example, we have a pilot project in Oklahoma which converts LFG to synthetic diesel. We will continue to monitor the progress and viability of alternative technologies as potential options during the development of this project.

Waste Management has already evaluated and collected information for the development of an on-site landfill gas to energy plant at the County's landfill. The status of this evaluation is as follows:

- **Landfill Gas Quantity** – the landfill gas flow has recently reached about 900 scfm. The typical threshold for pursuing a project is 1,200 scfm, which is sufficient to power two 1.6-MW Caterpillar G3520 engines. The gas flow is projected to increase to this level in the next 1 to 2 years, especially with the planned installation of interior wells as the landfill permitted elevations are reached. Our current five year plan calls for a \$1,477,000 investment in the well field to maintain compliance and increase the available gas supply:

○ 2011	\$345,000,
○ 2012	\$350,000,
○ 2013	\$335,000,
○ 2014	\$215,000,
○ 2015	\$232,000

- **Landfill Gas Quality** – The current methane content is about 50%, and oxygen levels are 0.5%. These levels are compatible with high performance of the Caterpillar engines.

- **Siloxane** – Siloxane is a constituent in landfill gas that forms a silicon deposit on the engine heads and valves, causing increased maintenance and down time. The siloxane level at Williamson County is in the lower 25% of all of our sites, and is not considered to be a concern at this site.

- **Interconnect** – The site is in the Oncor power distribution system. Oncor completed an impact study for this site, and estimates an interconnect cost of \$302,000 ±20%. This is a reasonable cost that does not represent a fatal flaw for this project.

The technical aspects of building an on-site power plant are all favorable for development. However, the viability of the project depends on the ability to generate sufficient revenue, and the current energy market presents substantial challenges. The market price of energy during the past year has averaged about \$35/mwh. This is substantially below the price needed to ensure value to the County and a return on investment to WM. In Texas, a premium is available for renewable energy in the form

of renewable energy credits ("REC"). Unfortunately, the supply of RECs exceeds the regulatory demand, and the value has dropped to less than \$1/mwh. The project will be eligible for federal Section 45 tax credits in the amount of \$11/mwh, which lowers the threshold of energy price needed, and will increase the value of the gas to the County, but the tax credit is not sufficient to offset the currently low energy prices.

There are at least two alternatives to market pricing that we will pursue for this project. First, it may be possible to wheel the power to a municipal utility or power cooperative which has a higher rate base than market pricing, and which is seeking reliable base load power and renewable energy. Second, we have been successful in several deregulated markets in selling the power to a large power user at fixed pricing. This transaction must be accomplished as a three-party transaction through a retail energy provider, using the Oncor distribution lines.

We will submit to the county a go-no go decision on a project no later than March 31, 2013. This decision may be made earlier than that date if the power market or alternative technologies develop sufficiently to support a project prior to that time. We will provide you with quarterly updates on our activities which will include the following:

1. Gas collection system construction and a record of gas flows.
2. Current market prices in Texas and the forward curve for pricing.
3. Our marketing efforts for alternative power buyers.
4. The progress and viability of renewable gas, transportation fuel, and alternative technologies and whether they should be considered for this landfill.

We look forward to working with you on the development of this project, and the achievement of a successful project in the earliest possible time frame.

Sincerely,
WM Renewable Energy, LLC



Paul Rabor
Vice President

CC: Steve Jacobs
Dave Unger

New Hire Approval Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Theresa Lock, Constable Pct. #3
Department: Constable Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider confirmation of Jack Ray Abbott as Pct. 3 Deputy Constable.

Background

Fiscal Impact

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

Attachments

Link: [Confirmation Memo](#)

Form Routing/Status

Form Started By: Theresa Lock Started On: 02/24/2011 09:28 AM
Final Approval Date: 02/24/2011



**OFFICE OF CONSTABLE
Bobby Gutierrez
Williamson County Precinct 3**

MEMORANDUM

To: Williamson County Commissioner's Court

From: Bobby Gutierrez, Constable

Date: February 22, 2011

Subject: Confirmation of Deputy Appointment

Pursuant to LGC 86.011, I respectfully request your confirmation to the appointment of Jack Ray Abbott as a Deputy Constable Precinct 3 to fill a deputy constable position vacancy.

Jack Abbott successfully completed an extensive selection process and background investigation to ensure we selected an experienced, well qualified and high caliber individual to serve Williamson County law enforcement.

Jack Abbott honorably served the Round Rock Police Department from 1992 to present. He is retiring in good standing and wishes to continue his service to Williamson County. He is held in high regard by his current agency and is highly recommended. He possesses the experience, maturity and integrity needed to be an effective deputy constable.

Your confirmation of Jack Ray Abbott as an appointed Precinct 3 Deputy Constable will help provide the previously approved resources to serve our community.

Respectfully,

Bobby Gutierrez, Constable

LIRAP Resolution

Commissioners Court - Regular Session

Date: 03/01/2011
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 resolution supporting Low-Income Vehicle Repair, Retrofit, and Accelerated Retirement Program (LIRAP) and Local Initiative Projects (LIP).

Background

As requested by Court, clarifications have been made to the resolution which are highlighted in yellow on the attachment.

Fiscal Impact

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

Attachments

Link: [LIRAP LIP Resolution](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 02/24/2011 10:14 AM
 Final Approval Date: 02/24/2011

**WILLIAMSON COUNTY RESOLUTION SUPPORTING APPROPRIATIONS FOR THE
LOW-INCOME VEHICLE REPAIR, RETROFIT, AND ACCELERATED RETIREMENT
PROGRAM AND LOCAL INITIATIVE PROJECTS INCLUDING
EMISSIONS ENFORCEMENT PROGRAMS**

WHEREAS, Williamson County entered into an Early Action Compact (EAC) with 11 other local political jurisdictions to address this region's air pollution problems relative to the U.S. Environmental Protection Agency's 8-hour National Ambient Air Quality Standards (NAAQS); and

WHEREAS, As part of the EAC, Williamson County voluntarily committed to administer the Low Income Vehicle Repair, Retrofit, and Replacement Assistance Programs to improve air quality; and

WHEREAS, the EPA is anticipated to announce a new 8-hour ozone standard by July 31, 2011, which could be much more stringent than the 1997 8-hour ozone NAAQS and will require significant emissions reductions; and,

WHEREAS, automobiles and light duty trucks are major sources of ozone forming nitrogen oxide (NOx) emissions in Williamson County and approximately 10 percent of these vehicles cause a very large portion of the NOx emissions; and,

WHEREAS, during the 80th Legislative Session of the State of Texas, Senate Bill 12 expanded the Low-Income Vehicle Repair, Retrofit, and Accelerated Retirement Program and increased statewide funding for implementation of Local Initiative Projects (LIP) including emissions enforcement programs; and,

WHEREAS, the majority of the LIRAP and LIP programs are funded locally through vehicle emission inspection fees paid by Williamson County vehicle owners and cutting the programs will result in minimal savings to the State budget; and,

WHEREAS, Williamson County created the Counterfeit Motor Vehicle Inspection Program (CMVIP) by utilizing LIP funds in an effort to improve the County's air quality; and,

WHEREAS, Williamson County has determined continuing LIRAP, LIP, and CMVIP will improve the overall quality of life and health of the citizens of Williamson County; and,

WHEREAS, LIRAP and LIP need to be fully funded to make the programs even more effective and productive in reducing mobile source emissions as Williamson County faces tougher ozone NAAQS.

**NOW, THEREFORE, BE IT RESOLVED BY THE WILLIAMSON COUNTY
COMMISSIONERS COURT, THAT:**

- Section 1.** Williamson County urges the 82nd Texas Legislature to appropriate all available funding for LIRAP and LIP
- Section 2.** This resolution shall be in effect immediately upon its adoption.
- Section 3.** This resolution will be transmitted to the Texas Legislative Budget Board, the Texas House Committee on Appropriations, the Texas Senate Committee on Finance, and the legislative delegation of Williamson Counties.

SIGNED AND ENTERED THIS _____ DAY OF FEBRUARY, 2011.

Dan A. Gattis

Lisa Birkman
COMMISSIONER, PRECINCT 1

Cynthia P. Long
COMMISSIONER, PRECINCT 2

Valerie Covey
COMMISSIONER, PRECINCT 3

Ron Morrison
COMMISSIONER, PRECINCT 4

Second Amendment to Crisis Services Interlocal Agreement Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Commissioners Covey and Birkman
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on second amendment to Williamson County Crisis Services Interlocal Agreement with Bluebonnet Trails Community Services.

Background

Commissioners Birkman and Covey have been meeting with the MOT and Bluebonnet Trails regarding the requirement of additional staffing. To help resolve the staffing issues Bluebonnet Trails has agreed to pay \$40/hour for relief pool services, not to exceed \$5,000 for the period ending August 31, 2011. The Williamson County MOT Director will develop and manage the qualified pool of mental health crisis workers. All other stipulations of the original Agreement remain the same.

Fiscal Impact

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

Attachments

Link: [Crisis Services Interlocal Agreement](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 02/24/2011 10:27 AM
 Final Approval Date: 02/24/2011

**SECOND AMENDMENT TO
WILLIAMSON COUNTY CRISIS SERVICES
INTERLOCAL AGREEMENT**

PERTAINING TO THE INTERLOCAL AGREEMENT (Agreement) for crisis funding from the State of Texas, which was made and entered into effective September 1, 2008 and amended first on September 1, 2010, by the between WILLIAMSON COUNTY (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER, d/b/a Bluebonnet Trails Community Services (Bluebonnet Trails), which are governmental entities of the State of Texas ("the Parties").

This Amendment is made for the purpose amending both Section 4, Attachment A and Section 5, Attachment B of the Agreement in order to allow for relief pool services for the specific purpose of providing crisis services in Williamson County through funding for the Mobile Crisis Outreach Team.

Section 4., Attachment A - Responsibilities of Williamson County shall be amended to include the following:

In order to ensure appropriate level of coverage to serve Williamson County residents presenting in a mental health crisis situation, the Mobile Crisis Outreach Team will:

- Develop and manage a list of qualified persons able to respond as a relief pool according to all stipulations set forth the Agreement. The relief pool will be managed by the Director of the Williamson County Mobile Outreach Team.
- All other stipulations within the Agreement will be adhered to including previous amendments made to this Agreement.

Section 5, Attachment B – Responsibilities of Bluebonnet Trais shall be amended to include the following:

In order to ensure appropriate level of coverage to serve Williamson County residents, Bluebonnet Trails will reimburse Williamson County within 10 days upon receipt of an invoice from Williamson County for:

- Relief pool services at a rate of \$40 (forty dollars) per hour not to exceed \$5,000 for the period ending August 31, 2011.
- All other stipulations within the Agreement will be adhered to including previous amendments made to this Agreement.

Extent of this Amendment. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

WILLIAMSON COUNTY
Commissioners Court

ATTEST:

By: _____
DAN A. GATTIS
County Judge -
Williamson County, Texas

By: _____
NANCY RISTER
County Clerk

BLUEBONNET TRAILS COMMUNITY
MHMR CENTER

ATTEST:

By: _____
ANDREA RICHARDSON
Executive Director –
Bluebonnet Trails Community Services

By: _____
ANGIE MILLER
Executive Assistant

termination of Hygiene Products contract 11WCA016 with current vendor Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on terminating Bid/Contract # 11WCA016 by and between Williamson County and Universal Home Health regarding Hygiene Products for Williamson County Jail and authorizing the Williamson County Purchasing Department to tender a letter terminating Bid/Contract #11WCA016 effective immediately.

Background

Under the terms and conditions outlined in the bid documents, Williamson County is exercising its right to terminate the contract between Universal Home Health and Williamson County (Bid/Contract # 11WCA016) with such termination being effective immediately based on Universal Home Health's continued non-performance.

Contract violations included non-compliance with the shipping terms as well as not meeting requirements in purchase orders being issued.

In case of questions please contact Kerstin Hancock at khancock@wilco.org or 512-943-1546.

Fiscal Impact

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

Attachments

Link: [Termination letter Universal Home Health](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	02/24/2011 10:15 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/24/2011 10:16 AM	APRV

Form Started By: Kerstin Hancock
 Started On: 02/24/2011 08:45 AM
 Final Approval Date: 02/24/2011



February 24, 2011

Universal Home Health
Tony Smith
7820 E. Fletcher Ave
Tampa, FL 33687

Mr. Smith,

Based on our communication exchange in early December 2010, it was evident that you understood the importance of correcting problems we were experiencing with performance under the contract awarded to Universal Home Health (Bid/Contract # 11WCA016). Contract violations we discussed included non-compliance with the shipping terms in your bid response as well as not meeting the requirements of the purchase orders being issued. An additional issue we discussed was communicating closely with Williamson County as this is extremely important for a successful contractual relationship.

As you know, pursuant to the above Bid/Contract #11WCA016 Hygiene Products for Williamson County Jail, Williamson County contractually reserved the right to enforce the following in case of vendor's non-performance:

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Most recently, on February 7, 2011, you were informed by phone call that performance according to the terms of our agreement was still an unresolved issue. We discussed two purchase orders issued by Williamson County that had been submitted on January 20th and January 25th which were received at the Williamson County Jail two weeks late and incomplete. Per our conversation that day you informed me that you would consult with your trucking companies and communicate back to me. As of today, two weeks later, I have not received the agreed information from you and this issue is still unresolved.



WILLIAMSON COUNTY

512.943.1546 Fax 512.943.1575
khancock@wilco.org www.wilco.org
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

Williamson County has emphasized to you on several occasions that prompt and complete delivery of product under the terms of the awarded agreement is crucial to the jail environment. Under the terms and conditions outlined in the bid documents, Williamson County is hereby exercising its right to terminate the contract between Universal Home Health and Williamson County (Bid/Contract # 11WCA016) with such termination being effective immediately based on Universal Home Health's continued non-performance.

Thank you.

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

WILLIAMSON COUNTY

512.943.1546 Fax 512.943.1575
khancock@wilco.org www.wilco.org
301 SE Inner Loop, Ste 106
Georgetown, Texas 78626

CR 174 (Hairy Man Rd) @ Brushy Creek Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of March 23, 2011 at 3:00pm in the Purchasing Department to receive bids for CR 174 (Hairy Man Rd) @ Brushy Creek, Bid # 11WC911.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/24/2011 08:55 AM
 Final Approval Date: 02/24/2011

Award of 11WCA016 Hygiene Products for the Williamson County Jail Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding contract for Hygiene Products for the Williamson County Jail 11WCA016 to ICS Jail Supplies, Inc to replace vendor terminated for non-performance for the remainder of the fiscal year, ending on September 30, 2011.

Background

ICS Jail Supplies Inc. participated in the original bid process and was the next lowest and best bid that met specifications. ICS Jail Supplies Inc. has agreed to honor the price in their original bid.

Fiscal Impact

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

Attachments

Link: [ICS letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	02/24/2011 10:15 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/24/2011 10:16 AM	APRV
Form Started By: Kerstin Hancock			Started On: 02/24/2011 09:30 AM	
Final Approval Date: 02/24/2011				



P.O. Box 21056

Waco, TX

76702-1056

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Hygiene Products for the Williamson County Jail– 11WCA016

Ms. Hancock:

This letter is to inform Williamson County that upon Commissioner's Court approval ICS Jail Supplies, Inc. would like to accept the award for the above-mentioned contract for the remainder of the fiscal year ending September 30, 2011 at the same pricing, terms and conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kerstin Hancock", is written over a horizontal line.

Phone: 800-524-5427
254-751-1566

Fax: 254-751-0299

icswaco@eramp.net

Voluntary Duty Pay Budget Amendment 03-01-2011 Commissioners Court - Regular Session

Date: 03/01/2011
 Submitted By: Lisa Moore, County Auditor
 Submitted For: David Dukes
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for February 2011 Extra Duty and Voluntary Duty:

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Voluntary Duty Rev, SO	\$11,327.99	01
	0100.0000.341240	Extra Duty Pay, SO	\$31,590.96	02
	0100.0000.341221	Voluntary Duty Rev, Const 1	\$1,798.73	03
	0100.0000.341222	Voluntary Duty Rev, Const 2	\$1,521.32	04
	0100.0000.341224	Voluntary Duty Rev, Const 4	\$1,267.31	05
	0100.0000.341226	Voluntary Duty Rev, Juv Serv	\$101.39	06

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 02/23/2011 08:50 AM
 Final Approval Date: 02/23/2011

Extra and Voluntary Duty Pay Budget Amendment 03-01-2011 Commissioners Court - Regular Session

Date: 03/01/2011
 Submitted By: Lisa Moore, County Auditor
 Submitted For: David Dukes
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for February 2011 Extra Duty and Voluntary Duty pay:

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001118	Payroll, Const 1	\$1,450.00	01
	0100.0551.002010	FICA, Const 1	\$110.93	02
	0100.0551.002020	Retirement, Const 1	\$165.30	03
	0100.0551.002050	Worker's Comp, Const 1	\$72.50	04
	0100.0552.001118	Payroll, Const 2	\$1,226.38	05
	0100.0552.002010	FICA, Const 2	\$93.82	06
	0100.0552.002020	Retirement, Const 2	\$139.81	07
	0100.0552.002050	Worker's Comp, Const 2	\$61.32	08
	0100.0554.001117	Payroll, Const 4	\$1,125.00	09
	0100.0554.002010	FICA, Const 4	\$86.06	10
	0100.0554.002050	Worker's Comp, Const 4	\$56.25	11
	0100.0560.001117	Vol Duty, SO	\$8,190.40	12
	0100.0560.001118	Extra Duty, SO	\$25,466.31	13
	0100.0560.002010	FICA, SO	\$2,574.74	14
	0100.0560.002020	Retirement, SO	\$2,903.16	15
	0100.0560.002050	Worker's Comp, SO	\$1,682.84	16
	0100.0570.001117	Payroll, Jail	\$1,865.50	17
	0100.0570.002010	FICA, Jail	\$142.71	18
	0100.0570.002050	Worker's Comp, Jail	\$93.28	19

	0100.0576.001117	Payroll, Juv	\$90.00	20
	0100.0576.002010	FICA, Juv	\$6.89	21
	0100.0576.002050	Worker's Comp, Juv	\$4.50	22

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 02/23/2011 08:58 AM
Final Approval Date: 02/23/2011

Debt Service LIT 03-01-2011
Commissioners Court - Regular Session

Date: 03/01/2011
 Submitted By: Lisa Moore, County Auditor
 Submitted For: Julie Kiley
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for the Debt Service Fund:

Background

To recognize the associated expenditures for the redemption of the General Obligation and Refunding Bonds, Series 2001A approved by Commissioners' Court on February 1, 2011, agenda item #15.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.006611	Series 2001A-Interest	\$24,192.71	01
From	0600.0600.006629	'10 Ltd Tax Refunding-Int	\$44,160.29	02
To	0600.0600.006211	Series 2001A-Principal	\$68,353.00	03

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 02/23/2011 04:34 PM
 Final Approval Date: 02/24/2011

Debt Service BA 03-01-2011
Commissioners Court - Regular Session

Date: 03/01/2011
 Submitted By: Lisa Moore, County Auditor
 Submitted For: Julie Kiley
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Debt Service Fund:

Background

To recognize the associated expenditures for the redemption of the General Obligation and Refunding Bonds, Series 2001A approved by Commissioners' Court on February 1, 2011, agenda item #15:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0600.0600.006211	Series 2001A-Principal	\$1,106,647.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 02/23/2011 04:38 PM
 Final Approval Date: 02/24/2011

Discuss Real Estate Matters Commissioners Court - Regular Session

Date: 03/01/2011
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 SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.
 - f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
 - h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
 - i) Discuss proposed Northwoods Road District.
 - j) Discuss conveyance of University Boulevard right-of-way.
 - k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

- l) Discuss proposed realignment project along FM 1660.
- m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.
- n) Discuss proposed acquisition of property for right-of-way along Chandler III A.
- o) 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.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 08:18 AM
 Final Approval Date: 02/24/2011

Discuss Pending or Contemplated Litigation Commissioners Court - Regular Session

Date: 03/01/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
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.), including the following:

a) Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 02/24/2011 08:26 AM
 Final Approval Date: 02/24/2011