

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
APRIL 5TH, 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 – 7)

5. Discusses and Consider confirming the appointment of Michael Sean Stout as Deputy Constable for Precinct One.
6. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.
7. Consider closing Miller Falls Drive at the Enclave in Stone Canyon from Longdraw Drive to Persimmon Springs from 2:30p.m.-7:30p.m. on Sat. April 9th for a block party and consider loaning 10 cones and 4 barricades from URS.

REGULAR AGENDA

8. Discuss and take appropriate action on the Public Safety Technology Program.

9. Consider approving Addendum 1-A to existing agreement with Suddenlink Communications for internet bandwidth
10. Discuss and take appropriate action on road bond program.
11. Consider authorizing County Judge to execute a Possession and Use Agreement with Wilford C. Schneider individually and as Trustee of the WCS Heritage Trust; John B. Schneider individually and as Trustee of the JBS Heritage Trust; and Janis K. Johnson individually and as Trustee of the JKJ Heritage Trust regarding right-of-way needed on SH 195. (Parcel 109)
12. Consider authorizing County Judge to execute a Possession and Use Agreement with John B. Schneider, Trustee, for right-of-way on SH 195. (Parcel 109A)
13. Consider authorizing County Judge to execute a Possession and Use Agreement with Wilford C. Schneider, Trustee, for right-of-way on SH 195. (Parcel 109B)
14. Consider authorizing County Judge to execute a Possession and Use Agreement with Janis K. Schneider, Trustee, for right-of-way on SH 195. (Parcel 109C)
15. Discuss newly released County Health Rankings Data.
16. Consider approving termination of Agreement dated effective 08-01-1997 between Williamson County EMS and Scott & White Health Plan regarding ambulance services.
17. Consider approving Agreement to Extend Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail.
18. Discuss and take appropriate action on Determination Letter for mitigation enrollment on 7220 and 7230 Wyoming Springs Drive in Round Rock (16.172 acres) for Prevariaon SL Round Rock LP.
19. Discuss and take appropriate action to reimburse Taylor ISD for Williamson County's portion of cost associated with the appraisal and survey for a potential land exchange between the two entities involving property located at the Williamson County Events Center in Taylor, Texas.
20. Discuss and take appropriate action regarding Texas legislative issues and bills that relate to county business.
21. Consider and take appropriate action on the following findings by the Williamson County Commissioners Court in relation to reimbursing Dan A. Gattis for attorneys fees and costs that he incurred, in his personal capacity, in defense of a removal suit filed by Jana Duty in Cause No. 10-1428-C26; The State of Texas ex rel. Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Texas, In the 26th District Court, Williamson County, Texas (the "Removal Suit"):

(1) The interests of Williamson County were at stake in the Removal Suit as opposed to only Dan A. Gattis' personal interest being at stake in the Removal Suit;

(2) The Removal Suit filed by Jana Duty against Dan A. Gattis was unsuccessful as it was ultimately dismissed with prejudice by Order of Dismissal dated January 21, 2011;

(3) Any and all actions actually taken by Judge Dan A. Gattis relating to the Removal Suit were undertaken while acting in good faith within the scope of his official duties;

(4) Williamson County shall reimburse Dan A. Gattis for all attorneys fees and costs incurred by him in the Removal Suit in the total amount of \$12,860.50; and

(5) Order No. 53 of the Regular Session of the Williamson County Commissioners Court held on Tuesday, March 22, 2011 shall be replaced by the findings set forth herein.

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)."

22. 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.

- 23.** 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) 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
 - f) 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.
 - g) Civil Action 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
 - h) Civil Action 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
 - i) Employment related matters.
 - j) Other confidential attorney-client matters, including contracts.
- 24.** Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit Project Fan.)
- 25.** Discuss Homeland Security Air Sampling Program (EXECUTIVE SESSION as per VTCA Govt Code Section 551.076 – Deliberations regarding Security Devices).
- 26.** Discuss and take appropriate action on real estate.

- 27.** 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) 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
 - f) 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.
 - g) Civil Action 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
 - h) Civil Action 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
 - i) Employment related matters.
 - j) Other confidential attorney-client matters, including contracts.
- 28.** Discuss and take appropriate action regarding economic development issues.
- 29.** Discuss and take appropriate action regarding Homeland Security Air Sampling Program.
- 30.** 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.

Discusses and Consider confirming the appointment of Michael Sean Stout as Deputy Constable for Precinct One
Commissioners Court - Regular Session

Date: 04/05/2011
Submitted By: Robert Woodring, Constable Pct. #1
Submitted For: Robert Chody
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discusses and Consider confirming the appointment of Michael Sean Stout as Deputy Constable for Precinct One.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [New Deputy Pct 1](#)

Form Routing/Status

Form Started By: Robert Woodring
Started On: 03/28/2011 10:26 AM
Final Approval Date: 03/28/2011

**Williamson County
Precinct One**
Office (512) 244-8650



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

**ROBERT CHODY
CONSTABLE**

March 26th 2011

To: Commissioners Court

Honorable Commissioners and County Judge,

We request the court to confirm the appointment of Sean Michael Stout as a Deputy Constable for Precinct One. Sean Stout has over 14 years experience in Law Enforcement, and eight of toughs years in Civil Enforcement. He is a current Williamson County Employee and we believe he will be a valuable addition to our office.

Thank you,

Robert Woodring, Chief Deputy

Effective: April 1, 2011

Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 04/05/2011
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
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 03/30/2011 03:54 PM
Final Approval Date: 03/31/2011

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

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

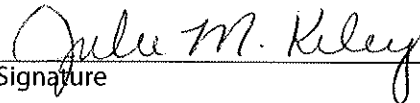
Parties involved:**FROM** (Transferor Department): Auditor's Office
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Julie Kiley

Michelle McMinn

Print Name

Print Name



+1 (512) 943-1562

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 _____ by _____

Qty	Description	Serial Number	County Tag
1	Dell Optiplex 740	14LK2F1	C01739
1	Dell Optiplex 740	FT67ZD1	C01715
1	Dell Optiplex 740	831JFD1	C01642
1	Dell Optiplex 740	C3LK2F1	C01738
1	Dell Optiplex 740	G2LK2F1	C01737
1	Dell Inspiron 8600 Laptop	JQRQV51	C00590
1	BC Personal UPS Power Protection	9333BY0BC423400837	
2	mice		
6	keyboards		
3	computer speakers		
2	Dell computer monitors	CN-0Y4299-71618-488-BDJU	
		CN-0Y4299-71618-488-BDC4	
1	docking station		
1	surge protector		
	miscellaneous cords		
	small box of old computer manuals, discs and cords		
2	chairs		

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	Leather Duty Belt with accessories	N/A	N/A	Working
1	Leather / Nylon work boots	5.11	N/A	Working
1	Nylon Jacket	5.11	N/A	Working
1	Ballistic vest sized to fit	American Body Armor	N/A	Working
2	Name tag & "NAVY" Service pin	N/A	N/A	Working

Parties involved:
FROM (Transferor Department): Constable Precinct ONE

Transferor - Elected Official/Department Head/Authorized Staff:

Robert Woodring

Print Name

Signature

Contact Person:

Robert Woodring

Print Name

244-8650

Date Phone Number

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

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

Randolph Doyer

Print Name

Signature

Contact Person:

Randolph Doyer

Print Name

260-4270

Date Phone Number

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

Forward to County Auditor's Office

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

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

Road Closure - Miller Falls Drive

Commissioners Court - Regular Session

Date: 04/05/2011
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider closing Miller Falls Drive at the Enclave in Stone Canyon from Longdraw Drive to Persimmon Springs from 2:30p.m.-7:30p.m. on Sat. April 9th for a block party and consider loaning 10 cones and 4 barricades from URS.

Background

This road closure was approved in court on March 29th for a block party on April 3rd, however there were complications with arrangements for the party so they would like to change the date of the party to Sat., April 9th. The Williamson County Sheriff's Office, Williamson County EMS and Sam Bass Fire Departments have been notified of the potential closure. They would like to borrow 10 cones and 4 barricades from URS. The party is in the Enclave in the Stone Canyon neighborhood. Contact information for the party and cone/barricade delivery is Pat Beachy, (pkbeachy@austin.rr.com), 8107 Miller Falls Drive, Round Rock, TX (512) 246-7172. A map of the area is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Miller Falls Drive](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 03/31/2011 09:07 AM
 Final Approval Date: 03/31/2011



This map doesn't contain any items.

Notes

Block party on Sat., April 9, 2011 on Miller Falls Dr. (Between Persimmons Springs and Longdraw)



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PSTP Update

Commissioners Court - Regular Session

Date: 04/05/2011
Submitted By: Richard Semple, Information Technology
Submitted For: Richard Semple
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Public Safety Technology Program.

Background

Richard Semple will update the Court on the current status of the PSTP.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Richard Semple Started On: 03/31/2011 10:33 AM
Final Approval Date: 03/31/2011

PSTP Internet Upgrade

Commissioners Court - Regular Session

Date: 04/05/2011
Submitted By: Richard Semple, Information Technology
Submitted For: Richard Semple
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Addendum 1-A to existing agreement with Suddenlink Communications for internet bandwidth

Background

This is planned modification to the County's internet connection dedicated to the PSTP. We have planned and budgeted for the increase to 10 Mbps before the go-live of CAD and mobile data systems.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Addendum](#)

Form Routing/Status

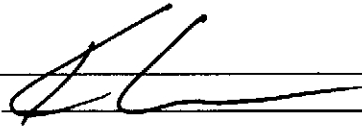
Form Started By: Richard Semple Started On: 03/31/2011 08:55 AM
 Final Approval Date: 03/31/2011

Addendum 1-A
Williamson County

- Dedicated Internet Bandwidth Upgrade
- Add 5 Mbps of Dedicated Internet to total 10 Mbps
- \$450/month additional cost to total \$1420/month

This addendum is a supplement to upgrade the existing dedicated Internet Bandwidth delivered via Fiber. This supplement will run concurrently with the original agreement that became effective on 6/11/2010 by and between Williamson County and Suddenlink Communications. This supplement will become part of original agreement signed and dated on 5/12/10.

Customer Signature:



Date:

3/30/2011

Schneider Possession and Use Agreement - SH 195 (P109)

Commissioners Court - Regular Session

Date: 04/05/2011
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 Possession and Use Agreement with Wilford C. Schneider individually and as Trustee of the WCS Heritage Trust; John B. Schneider individually and as Trustee of the JBS Heritage Trust; and Janis K. Johnson individually and as Trustee of the JKJ Heritage Trust regarding right-of-way needed on SH 195. (Parcel 109)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Schneider PUA SH 195 P109](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 03/31/2011 09:06 AM
Final Approval Date: 03/31/2011

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	Project No.: SH195
	§	Parcel No.: 109
COUNTY OF WILLIAMSON	§	CSJ No.: 0440-02-0112

This agreement, effective the 29th day of March, 2011, between the State of Texas, acting by and through Williamson County, Texas (the "State"), and WILFORD C. SCHNEIDER individually and as Trustee of the WCS Heritage Trust; JOHN B. SCHNEIDER, individually and as Trustee of the JBS Heritage Trust; and JANIS K. JOHNSON, individually and as Trustee of the JKJ Heritage Trust (the "Grantor(s)"), grants an irrevocable right to possession and use to the State, its contractors, agents and all others deemed necessary by the State for the purpose of constructing a portion of Highway No. 195. The property involved is described more fully in field notes and plat map (attached as Exhibit "A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraph two below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the State of Texas exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. This Possession and Use Agreement will extend to the State, its contractors, assigns and/or owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the State will tender to the Grantor(s) the sum of FORTY EIGHT THOUSAND EIGHT HUNDRED NINETY FOUR and 00/100 Dollars (\$48,894.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 90 percent of the State's approved value. The approved value is the State's determination of the just compensation owed to the Grantor(s) for the full fee title interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that this sum will be deducted from any final settlement amount, award or verdict. In the event the final award or verdict for the fee title is less than the amount the State has paid for the possession and use of the property, then the Grantors agree that the original amount tendered represents an overpayment and that the State is entitled to seek a refund.
3. The Grantor(s) warrants and represents that the title to the Property is free and clear of all liens and encumbrances and that proper releases will be executed for the Property prior to funds being disbursed under this agreement. Grantors further warrant that no other person or corporation owns an interest in the fee title to the Property.

The Grantor(s) further agree(s) to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

4. This agreement is made with the understanding that the State will continue to negotiate in good faith with the Grantor(s) to acquire a fee interest in the Property by direct purchase. It is further understood in the event a settlement is not reached within ninety (90) days of the effective date of this agreement, the State shall begin proceedings in eminent domain to acquire fee title to the Property. The State will not unreasonably delay the commencement of proceedings under eminent domain once the time provided for in this paragraph has expired.
5. The parties agree that the valuation date for determining the amount of just compensation for the fee title for the Property, for negotiation or eminent domain proceeding purposes, will be the date on which payment was tendered to the Grantor(s) pursuant to paragraph two above.
6. This grant will not prejudice Grantor's rights to receive full and just compensation for the fee title or any easement interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantors' lands, save and except all oil, gas and sulphur. This grant will not prejudice Grantor(s) rights to any relocation benefits for which they may be eligible.
7. In the event the State institutes eminent domain proceedings, the State will not be liable to Grantor(s) for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
8. The purpose of this agreement is to allow the State to proceed with its construction project without delay and to allow the Grantor(s) to avoid litigation at this time.
9. Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder. The extraction of oil, gas and minerals may not affect the geological stability of the surface.
10. The undersigned Grantor(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the State takes possession of the Property.
11. This agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the State will record this document
13. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE 18th DAY OF March, 2011.

Grantors:

Wilford C. Schneider

Wilford C. Schneider, individually and as
Trustee of the WCS Heritage Trust

John B. Schneider, individually and as
Trustee of the JBS Heritage Trust

Janis K. Johnson, individually and as
Trustee of the JKJ Heritage Trust

ACCEPTED AND AGREED TO BY THE STATE OF TEXAS, ACTING BY AND THROUGH
WILLIAMSON COUNTY, THIS THE _____ DAY OF _____, 2011.

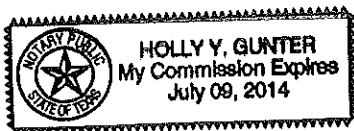
WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

State of Texas
County of Uvalde

This instrument was acknowledged before me on 18th March 2011
by Wilford C. Schneider, individually and as Trustee of the WCS Heritage Trust, in the capacity and for the purposes and consideration recited herein.



Holly Y. Gunter
Notary Public's Signature

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____
by John B. Schneider, individually and as Trustee of the JBS Heritage Trust, in the capacity and for the purposes and consideration recited herein.

Notary Public's Signature

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____
by Janis K. Johnson, individually and as Trustee of the JKJ Heritage Trust, in the capacity and for the purposes and consideration recited herein.

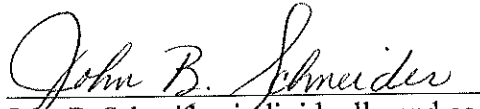
Notary Public's Signature

State of Texas
County of Williamson

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE ____ DAY OF March, 2011.

Grantors:

Wilford C. Schneider, individually and as
Trustee of the WCS Heritage Trust



John B. Schneider, individually and as
Trustee of the JBS Heritage Trust

Janis K. Johnson, individually and as
Trustee of the JKJ Heritage Trust

ACCEPTED AND AGREED TO BY THE STATE OF TEXAS, ACTING BY AND THROUGH
WILLIAMSON COUNTY, THIS THE ____ DAY OF ____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
by Wilford C. Schneider, individually and as Trustee of the WCS Heritage Trust, in the capacity and for the purposes and
consideration recited herein.

Notary Public's Signature

Acknowledgement

State of Texas

County of FAYETTE

This instrument was acknowledged before me on MARCH 22, 2011
by John B. Schneider, individually and as Trustee of the JBS Heritage Trust, in the capacity and for the purposes and
consideration recited herein.



Gerrie Seger
Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
by Janis K. Johnson, individually and as Trustee of the JKJ Heritage Trust, in the capacity and for the purposes and
consideration recited herein.

Notary Public's Signature

State of Texas

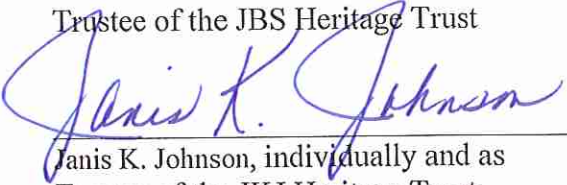
County of Williamson

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE ____ DAY OF March, 2011.

Grantors:

Wilford C. Schneider, individually and as
Trustee of the WCS Heritage Trust

John B. Schneider, individually and as
Trustee of the JBS Heritage Trust



Janis K. Johnson, individually and as
Trustee of the JKJ Heritage Trust

ACCEPTED AND AGREED TO BY THE STATE OF TEXAS, ACTING BY AND THROUGH
WILLIAMSON COUNTY, THIS THE ____ DAY OF ____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
by Wilford C. Schneider, individually and as Trustee of the WCS Heritage Trust, in the capacity and for the purposes and
consideration recited herein.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
by John B. Schneider, individually and as Trustee of the JBS Heritage Trust, in the capacity and for the purposes and
consideration recited herein.

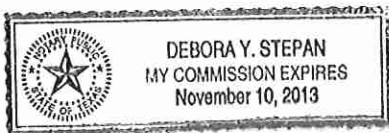
Notary Public's Signature

Acknowledgement

State of Texas

County of Travis

This instrument was acknowledged before me on March 21, 2011
by Janis K. Johnson, individually and as Trustee of the JKJ Heritage Trust, in the capacity and for the purposes and
consideration recited herein.



Debora Y. Stepan
Notary Public's Signature

State of Texas

County of Williamson

This instrument was acknowledged before me on _____

by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public's Signature

After recording return to:

EXHIBIT



County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSI: 0440-02-012

Legal Description Parcel 109

BEING a 0.733 acre (31,957 square feet) tract of land located in the Burrell Bayes Survey, Abstract No. 216, of Williamson County, Texas, said 0.733 acre tract of land is out of and a part of a 419.34 acre tract conveyed by Gladys Queen to Wilford B. Schneider and wife, Mary Schneider, by deed recorded August 4, 1970 in Volume 528, Page 590, of the Deed Records of Williamson County, Texas, said 0.733 acre tract of land is further described by metes and bounds as follows:

PART 1

COMMENCING at a 5/8 inch iron rod with a plastic yellow cap stamped "RODS SURVBYING, INC." set for the northwest corner of the above referenced 419.34 acre tract and for the southwest corner of another 419.34 acre tract of land conveyed by Gladys Queen to Gladys A. Garland and Hugh Clark Garland, III, et al, by deed recorded October 30, 1992 in Volume 2210, Page 672 of the Official Records of Williamson County, Texas, said point is located 5631.69 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1621+02.60;

THENCE North 59° 47' 54" East with the common line of the two 419.34 acre tracts for a distance of 6303.46 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1648+66.47, from which a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap stamped "Witness" set bears South 59° 47' 54" West a distance of 300.00 feet;

1. THENCE North 59° 47' 54" East continuing with said common line for a distance of 161.48 feet to a calculated point in the existing southwest right of way line of SH 195 for the common corner of the said 419.34 acre tracts, from which a 1/2 inch iron rod found for witness bears South 59° 47' 55" West a distance of 0.44 feet;
2. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 34.52 feet to a calculated point for the north corner of a

EXHIBIT _____

1.00 acre tract of land conveyed by Steven L. Prayter and wife, Ronda Prayter, to John Cahill and wife, Debra Cahill, by deed recorded August 16, 2000 as Document No. 2000054348 of the Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found bears South 47° 11' 07" West a distance of 0.81 feet;

3. THENCE South 59° 47' 54" West with the northwest line of the said 1.00 acre tract for a distance of 161.47 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1649+00.99;
4. THENCE North 59° 51' 45" West with the proposed southwest right of way line of SH 195 for a distance of 34.52 feet to the POINT OF BEGINNING, said described tract containing 0.111 acres (4,845 square feet) of land, more or less.

NOTE: All of the above described part lies completely in a 30 feet access easement conveyed to Heirs of R. S. Salyer and Kys Salyer by instrument recorded in Volume 824, Page 97, of the Deed Records of Williamson County, Texas. The referenced easement appears to be a private road, said road is known as Bonnet Lane.

PART 2

COMMENCING at a 1/2 inch iron rod with a plastic cap found for the south corner of a 11.17 acre tract conveyed by Wilford C. Schneider, et al to Wilford C. Schneider, by deed recorded May 10, 2010 as Document No. 2010030328 of the Official Public Records of Williamson County, Texas, said 11.17 acre tract being previously conveyed out of the referenced 419.34 acre tract, said rod is located 516.32 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1670+56.19;

THENCE North 30° 11' 59" East with the southeast line of the said 11.17 acre tract for a distance of 360.02 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 158.05 feet right of Proposed SH 195 Baseline Station 1670+20.78;

1. THENCE North 30° 11' 59" East continuing with the southeast line of the said 11.17 acre tract for a distance of 210.85 feet to a 1/2" iron rod found on the existing southwest right of way line of SH 195 for the east or northeast corner of the said 11.17 acre tract;
2. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 120.04 feet to a 1/2" iron rod found for the north or northwest corner of a 12.54 acre tract of land conveyed by Wilford Schneider, et

EXHIBIT _____

al, to Janis K. Johnson, by deed recorded May 10, 2010 in Document No. 20010030329, of said Official Public Records;

3. THENCE South 30° 12' 10" West with the west line of the said 12.54 acre tract for a distance of 240.91 feet to a 5/8 inch iron rod with TxDOT aluminum cap set on the proposed southwest right of way line of SH 195, said rod is located 176.06 feet right of Proposed SH 195 Baseline Station 1671+43.17;
4. THENCE North 45° 46' 53" West with the proposed southwest right of way line of SH 195 for a distance of 123.71 feet to the POINT OF BEGINNING, said described tract containing 0.622 acres (27,112 square feet) of land, more or less.

PARCEL SUMMARY

Part 1 = 4,845 square feet = 0.111 acres
Part 2 = 27,112 square feet = 0.622 acres
Total = 31,957 square feet = 0.733 acres

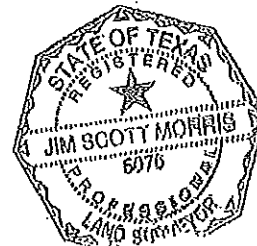
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.00012.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

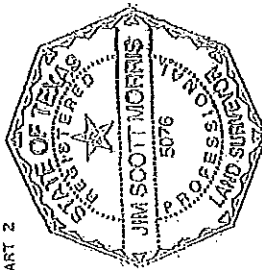
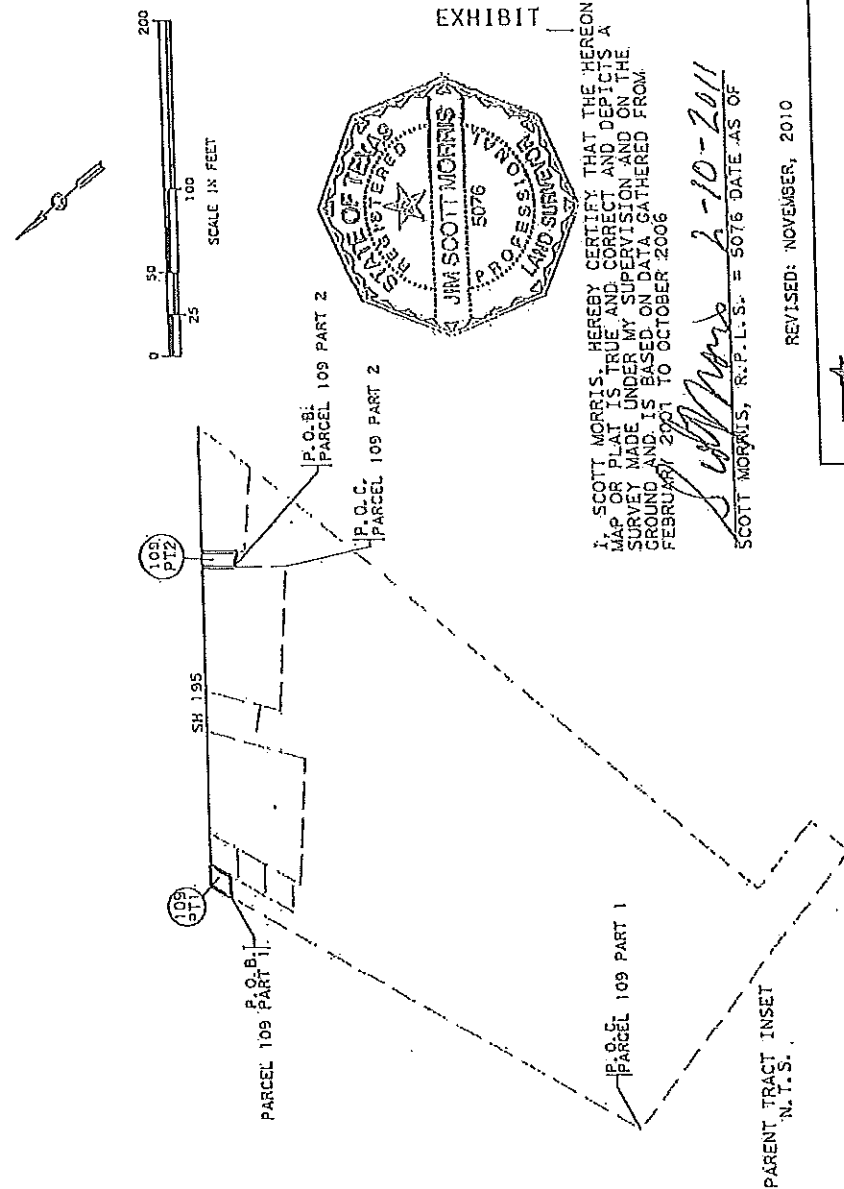
Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 2-10-2011



- LEGEND**
- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
 - FOUND CONCRETE MONUMENT (TXDOT TYPE II)
 - CONCRETE MONUMENT SET (TXDOT TYPE I)
 - FOUND 1/2" IRON ROD UNLESS NOTED
 - 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
 - CALCULATED POINT
 - FOUND CORNER (AS DESCRIBED)
 - 5/8" IRON ROD SET WITH YELLOW CAP - RODS SURVEYING INC. - PROPERTY LINE
 - RECORD INFORMATION
 - SURVEY LINE
 - PROPOSED DRAINAGE EASEMENT
 - ACCESS DENIAL LINE
 - EXISTING R.O.W. LINE
 - PARCEL BOUNDARY
 - RIGHT OF WAY
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - CHB CHORD BEARING
 - CHD CHORD DISTANCE
 - B.L. BUILDING SETBACK LINE (PER PLAT)
 - N.T.S. NOT TO SCALE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
 - W.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
 - W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
 - W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
 - O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

Scott Morris 2-10-2011
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

REVISED: NOVEMBER, 2010



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILLFORD E. SCHNEIDER, AND
WIFE MARY SCHNEIDER
PARCEL 109, PARTS 1 & 2
PAGE 4 OF 6

ROW CSJ NO. 0440-02-012
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6910 LEE ROAD SPRING, TX 77379
(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

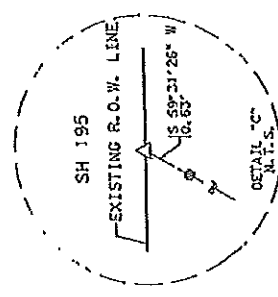
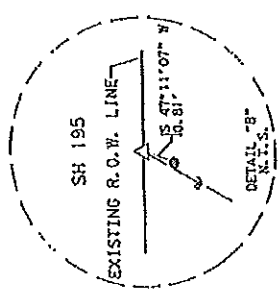
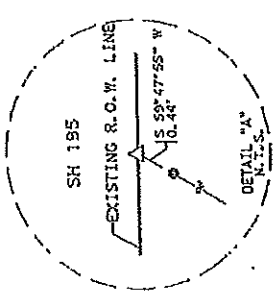
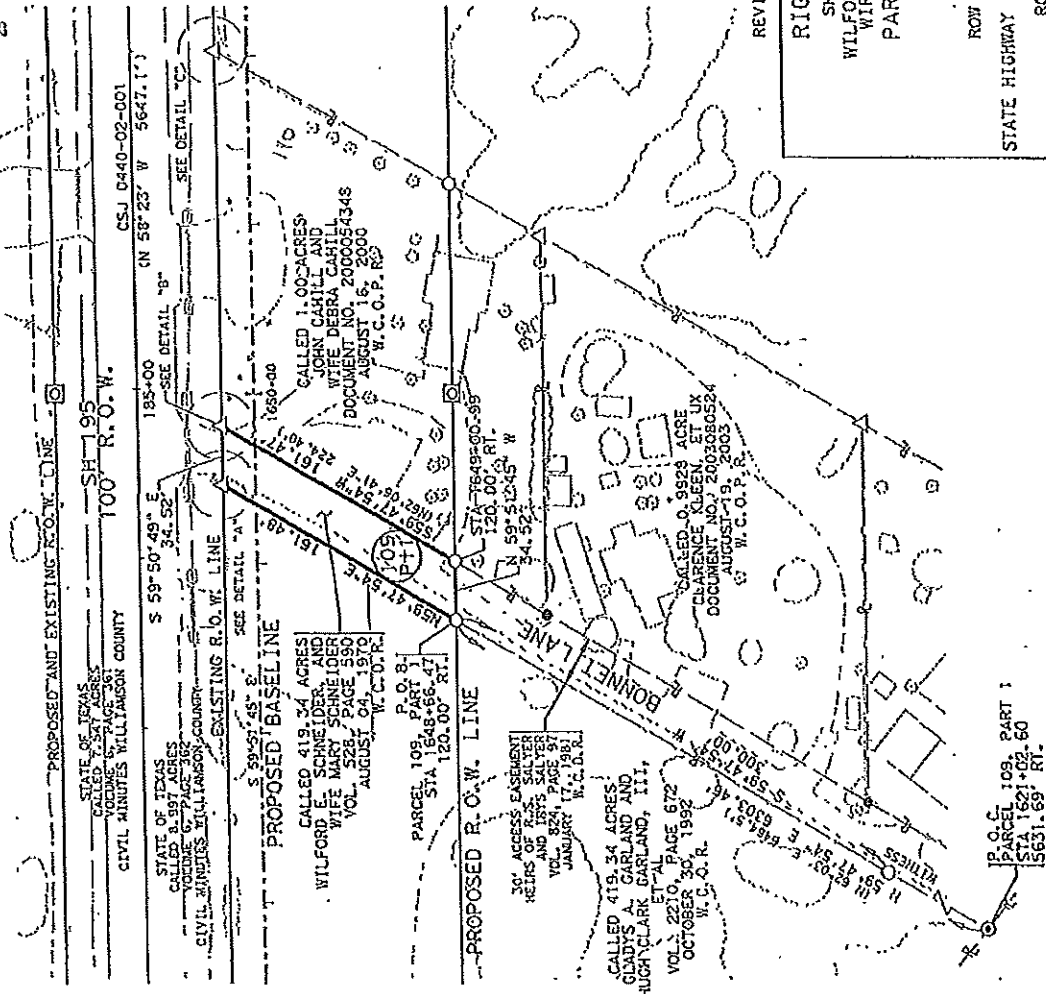
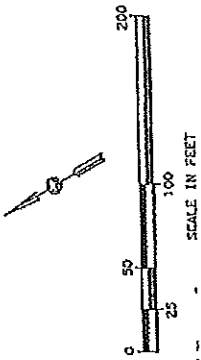
NOTES:

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY, DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT MONUMENTS T27 A (PID A82837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
109 PT1			0.111	4,845				
109 PT2	419.34	18,266,450	0.622	27,112			418.607	18,234,493

BURRELL EAVES SURVEY, A-216

EXHIBIT



REVISED: NOVEMBER, 2010

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD E. SCHNEIDER AND
WIFE MARY SCHNEIDER
PARCEL 109 PART 1

PAGE 5 OF 6

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 257-4020

SCALE: 1"=100' NOVEMBER 23, 2010

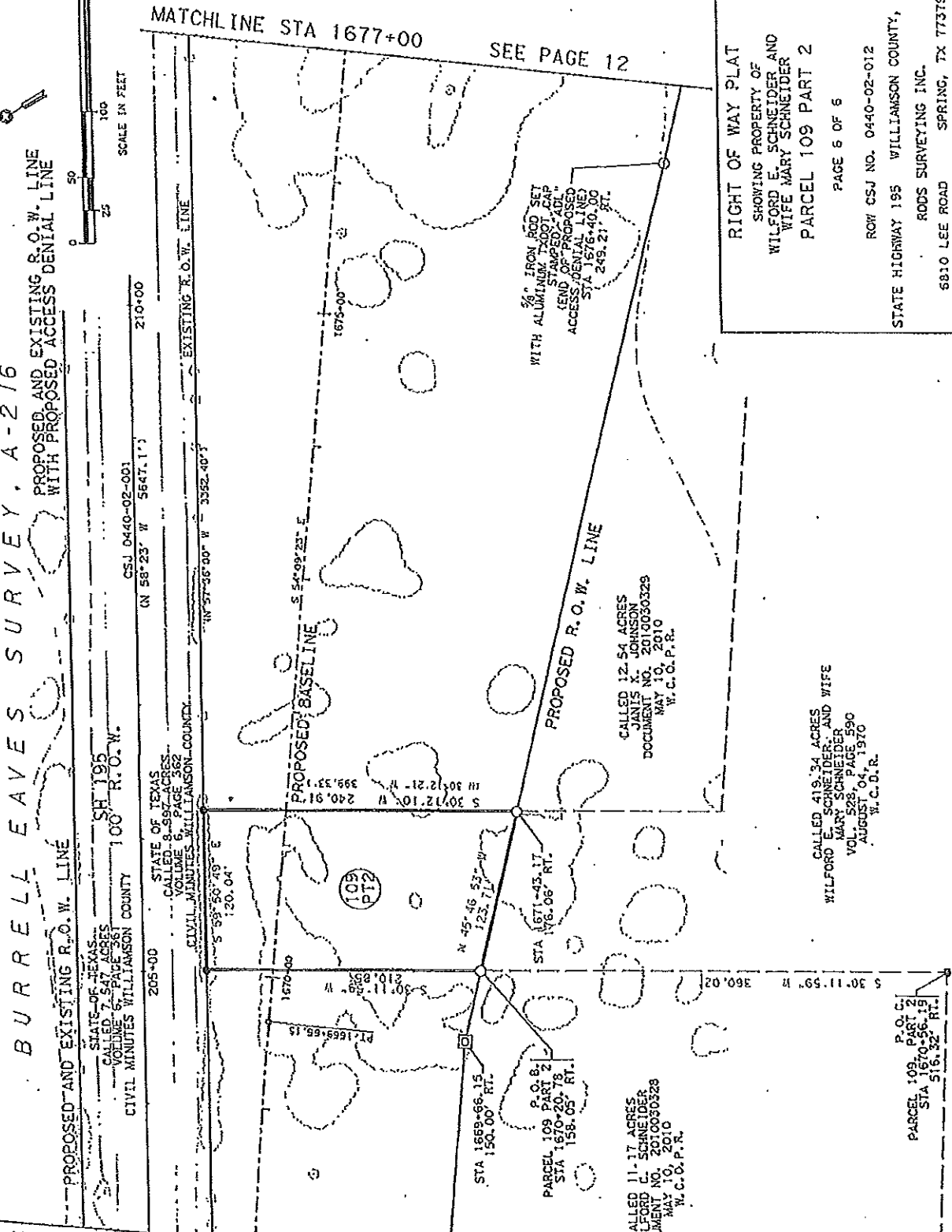
BURRELL EAVES SURVEY, A-216

PROPOSED AND EXISTING R.O.W. LINE
WITH PROPOSED ACCESS DENIAL LINE



MATCHLINE STA 1668+00 SEE PAGE 10

EXHIBIT
MATCHLINE STA 1677+00 SEE PAGE 12



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD E. SCHNEIDER AND
WIFE MARY SCHNEIDER
PARCEL 109 PART 2

PAGE 6 OF 6

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

CALLLED 419.34 ACRES
WILFORD E. SCHNEIDER, AND WIFE
MARY SCHNEIDER
VOL. 529, PAGE 390
AUGUST 10, 1910
W.C.O.P.R.

CALLLED 12.54 ACRES
JAMES E. JOHNSON
DOCUMENT NO. 20110030329
MAY 10, 2010
W.C.O.P.R.

CALLLED 11.17 ACRES
WILFORD E. SCHNEIDER
DOCUMENT NO. 2010030328
MAY 10, 2010
W.C.O.P.R.

P.O.C.
PARCEL 109 PART 2
STA 1670+66.15
STA 516.32 RT.

REVISED: NOVEMBER, 2010

Schneider Possession and Use Agreement - SH 195 (P109A) Commissioners Court - Regular Session

Date: 04/05/2011
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 Possession and Use Agreement with John B. Schneider, Trustee, for right-of-way on SH 195. (Parcel 109A)

Background

Fiscal Impact

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

Attachments

Link: [Schneider PUA SH 195 P109A](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 03/31/2011 09:29 AM
Final Approval Date: 03/31/2011



POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Project No.: SH195

§

Parcel No.: 109A

COUNTY OF WILLIAMSON

§

CSJ No.: 0440-02-0112

This agreement, effective the 29 day of March, 2011, between the State of Texas, acting by and through Williamson County, Texas (the "State"), and JOHN B. SCHNEIDER, Trustee, (the "Grantor(s)"), grants an irrevocable right to possession and use to the State, its contractors, agents and all others deemed necessary by the State for the purpose of constructing a portion of Highway No. 195. The property involved is described more fully in field notes and plat map (attached as Exhibit "A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraph two below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the State of Texas exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. This Possession and Use Agreement will extend to the State, its contractors, assigns and/or owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the State will tender to the Grantor(s) the sum of ONE HUNDRED FORTY THOUSAND FIVE HUNDRED NINE and 00/100 Dollars (\$140,509.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 90 percent of the State's approved value. The approved value is the State's determination of the just compensation owed to the Grantor(s) for the full fee title interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that this sum will be deducted from any final settlement amount, award or verdict. In the event the final award or verdict for the fee title is less than the amount the State has paid for the possession and use of the property, then the Grantors agree that the original amount tendered represents an overpayment and that the State is entitled to seek a refund.
3. The Grantor(s) warrants and represents that the title to the Property is free and clear of all liens and encumbrances and that proper releases will be executed for the Property prior to funds being disbursed under this agreement. Grantors further warrant that no other person or corporation owns an interest in the fee title to the Property.

The Grantor(s) further agree(s) to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

4. This agreement is made with the understanding that the State will continue to negotiate in good faith with the Grantor(s) to acquire a fee interest in the Property by direct purchase. It is further understood in the event a settlement is not reached within ninety (90) days of the effective date of this agreement, the State shall begin proceedings in eminent domain to acquire fee title to the Property. The State will not unreasonably delay the commencement of proceedings under eminent domain once the time provided for in this paragraph has expired.
5. The parties agree that the valuation date for determining the amount of just compensation for the fee title for the Property, for negotiation or eminent domain proceeding purposes, will be the date on which payment was tendered to the Grantor(s) pursuant to paragraph two above.
6. This grant will not prejudice Grantor's rights to receive full and just compensation for the fee title or any easement interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantors' lands, save and except all oil, gas and sulphur. This grant will not prejudice Grantor(s) rights to any relocation benefits for which they may be eligible.
7. In the event the State institutes eminent domain proceedings, the State will not be liable to Grantor(s) for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
8. The purpose of this agreement is to allow the State to proceed with its construction project without delay and to allow the Grantor(s) to avoid litigation at this time.
9. Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder. The extraction of oil, gas and minerals may not affect the geological stability of the surface.
10. The undersigned Grantor(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the State takes possession of the Property.
11. This agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the State will record this document
13. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE 22 DAY OF March, 2011.

Grantors:



John B. Schneider, Trustee

ACCEPTED AND AGREED TO BY THE STATE OF TEXAS, ACTING BY AND THROUGH
WILLIAMSON COUNTY, THIS THE _____ DAY OF _____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

State of Texas

County of FAYETTE

This instrument was acknowledged before me on MARCH 22, 2011

by John B. Schneider, Trustee, in the capacity and for the purposes and consideration recited herein.



Gerrie Seger
Notary Public's Signature

State of Texas

County of Williamson

This instrument was acknowledged before me on _____

by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public's Signature

After recording return to:

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description Parcel 109 A

BEING a 2.108 acre (91,836 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 2.108 acre tract of land is out of and a part of a 10.22 acre tract conveyed by Wilford C. Schneider, et al to John B. Schneider, by deed recorded May 10, 2010 as Document No. 2010030327 of the Official Public Records of Williamson County, Texas, said 2.108 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with a plastic yellow cap stamped "RODS SURVEYING, INC." set for the most southerly corner of the 1.00 acre tract of land conveyed by Steven L. Prayter and wife, Ronda Prayter, to John Cahill and wife, Debra Cahill, by deed recorded August 16, 2000 as Document No. 2000054348 of said Official Public Records, said 1.00 acre tract being previously conveyed out of the referenced 419.34 acre tract and said point is located 175.04 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1650+93.19;

THENCE North 59° 31' 26" East with the southeast line of the said 1.00 acre tract for a distance of 62.66 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 120.44 feet right of Proposed SH 195 Baseline Station 1651+24.02;

1. THENCE North 59° 31' 26" East continuing with the southeast line of the said 1.00 acre tract for a distance of 161.47 feet to a calculated point on the existing southwest right of way line of SH 195 for the east corner of the said 1.00 acre tract, from which a found 1/2 inch iron rod found bears South 59° 31' 26" West a distance of 0.63 feet;
2. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 626.36 feet to a calculated point for the north corner of a 1.00 acre tract of land conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Janis Johnson and Richard W. Johnson, by deed recorded May 30,

EXHIBIT _____

2003 in Document No. 2003049663, of said Official Public Records, from which a 1/2 inch iron rod found bears South 44° 56' 18" West a distance of 0.32 feet;

3. THENCE South 44° 56' 18" West with the west line of the said 1.00 acre tract for a distance of 147.82 feet to a 5/8 inch iron rod with TxDOT aluminum cap set on the proposed southwest right of way line of SH 195, said rod is located 122.84 feet right of Proposed SH 195 Baseline Station 1657+91.77;
4. THENCE North 59° 39' 26" West with the proposed southwest right of way line of SH 195 for a distance of 667.84 feet to the POINT OF BEGINNING, said described tract containing 2.108 acres (91,836 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.00012.

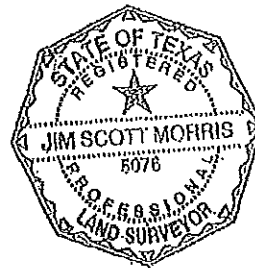
This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

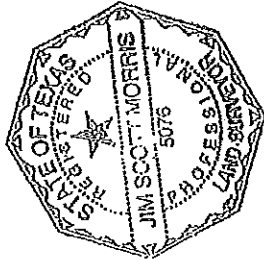
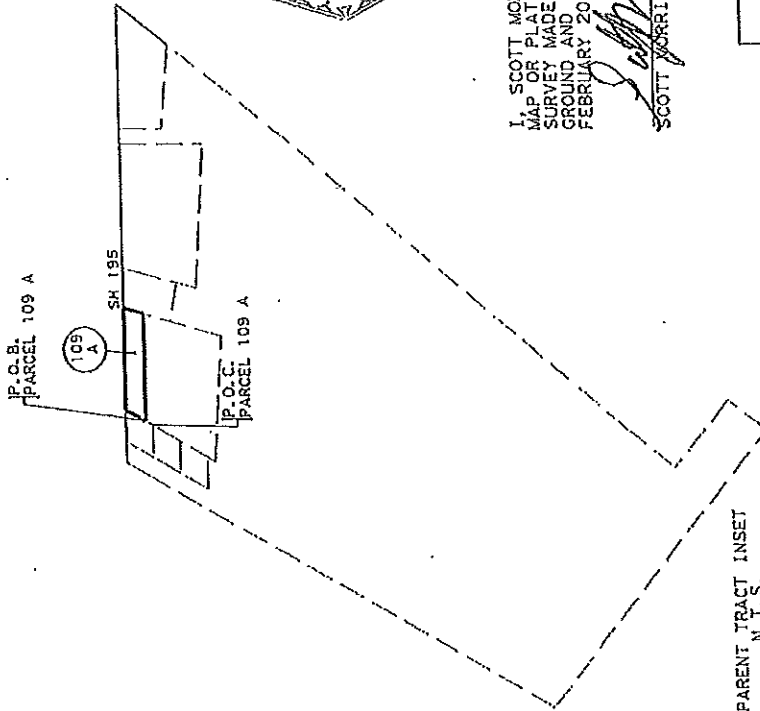
Scott Morris, Registered Professional Land Surveyor No. 5076

Date as of: 2-10-2011



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH MONUMENT
- ALUMINUM CAP UNLESS NOTED
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH MONUMENT
- YELLOW CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- P.O.B.
- P.O.C.
- P.C.
- P.T.
- CHD
- CHD
- B.L.
- N.T.S.
- P.U.E.
- W.C.D.R.
- W.C.O.R.
- W.C.O.P.R.
- W.C.P.R.
- O.S.S.F.S.



EXHIBIT

I, JIM SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

Jim Morris 2-00-2011
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

REVISED: NOVEMBER, 2010



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
JOHN B. SCHNEIDER
PARCEL 109 A
PAGE 3 OF 4

ROW CSJ NO. 0440-02-012
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

NOTES:
1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY, DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1983 ADJUSTMENT MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
109 A	10.22	445,183	2.108	91,836			8.112	353,347

Schneider Possession and Use Agreement - SH 195 (P109B) Commissioners Court - Regular Session

Date: 04/05/2011
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 Possession and Use Agreement with Wilford C. Schneider, Trustee, for right-of-way on SH 195. (Parcel 109B)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Schneider PUA SH 195 P109B](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 03/31/2011 09:42 AM
Final Approval Date: 03/31/2011

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Project No.: SH195

§

Parcel No.: 109B

COUNTY OF WILLIAMSON

§

CSJ No.: 0440-02-0112

This agreement, effective the 28th day of MARCH, 2011, between the State of Texas, acting by and through Williamson County, Texas (the "State"), and WILFORD C. SCHNEIDER, Trustee, (the "Grantor(s)"), grants an irrevocable right to possession and use to the State, its contractors, agents and all others deemed necessary by the State for the purpose of constructing a portion of Highway No. 195. The property involved is described more fully in field notes and plat map (attached as Exhibit "A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraph two below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the State of Texas exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. This Possession and Use Agreement will extend to the State, its contractors, assigns and/or owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the State will tender to the Grantor(s) the sum of TWO HUNDRED TEN THOUSAND NINE HUNDRED EIGHTY NINE and 00/100 Dollars (\$210,989.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 90 percent of the State's approved value. The approved value is the State's determination of the just compensation owed to the Grantor(s) for the full fee title interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that this sum will be deducted from any final settlement amount, award or verdict. In the event the final award or verdict for the fee title is less than the amount the State has paid for the possession and use of the property, then the Grantors agree that the original amount tendered represents an overpayment and that the State is entitled to seek a refund.
3. The Grantor(s) warrants and represents that the title to the Property is free and clear of all liens and encumbrances and that proper releases will be executed for the Property prior to funds being disbursed under this agreement. Grantors further warrant that no other person or corporation owns an interest in the fee title to the Property.

The Grantor(s) further agree(s) to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

4. This agreement is made with the understanding that the State will continue to negotiate in good faith with the Grantor(s) to acquire a fee interest in the Property by direct purchase. It is further understood in the event a settlement is not reached within ninety (90) days of the effective date of this agreement, the State shall begin proceedings in eminent domain to acquire fee title to the Property. The State will not unreasonably delay the commencement of proceedings under eminent domain once the time provided for in this paragraph has expired.
5. The parties agree that the valuation date for determining the amount of just compensation for the fee title for the Property, for negotiation or eminent domain proceeding purposes, will be the date on which payment was tendered to the Grantor(s) pursuant to paragraph two above.
6. This grant will not prejudice Grantor's rights to receive full and just compensation for the fee title or any easement interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantors' lands, save and except all oil, gas and sulphur. This grant will not prejudice Grantor(s) rights to any relocation benefits for which they may be eligible.
7. In the event the State institutes eminent domain proceedings, the State will not be liable to Grantor(s) for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
8. The purpose of this agreement is to allow the State to proceed with its construction project without delay and to allow the Grantor(s) to avoid litigation at this time.
9. Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder. The extraction of oil, gas and minerals may not affect the geological stability of the surface.
10. The undersigned Grantor(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the State takes possession of the Property.
11. This agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the State will record this document
13. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE 18th DAY OF March, 2011.

Grantors:



Wilford C. Schneider, Trustee

ACCEPTED AND AGREED TO BY THE STATE OF TEXAS, ACTING BY AND THROUGH
WILLIAMSON COUNTY, THIS THE _____ DAY OF _____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

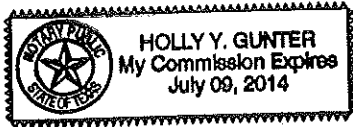
Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on 18th of MARCH 2011

by Wilford C. Schneider, Trustee, in the capacity and for the purposes and consideration recited herein.



Holly Y. Gunter
Notary Public's Signature

State of Texas

County of Williamson

This instrument was acknowledged before me on _____

by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public's Signature

After recording return to:

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description Parcel 109 B

BEING a 3.166 acre (137,901 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 3.166 acre tract of land is out of and a part of a 11.17 acre tract conveyed by Wilford C. Schneider, et al to Wilford C. Schneider, by deed recorded May 10, 2010 as Document No. 2010030328 of the Official Public Records of Williamson County, Texas, said 3.166 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with a plastic cap found for the south corner of the above referenced 11.17 acre tract, said rod is located 516.32 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1670+56.19;

THENCE North 30° 11' 59" East with the southeast line of the said 11.17 acre tract for a distance of 360.02 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 158.05 feet right of Proposed SH 195 Baseline Station 1670+20.78;

1. THENCE North 45° 46' 53" West, with the proposed southwest right of way line of SH 195 for a distance of 55.22 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 150.00 feet right of Proposed SH 195 Baseline Station 1669+66.15;
2. THENCE North 54° 26' 29" West continuing with the proposed southwest right of way line of SH 195 for a distance 557.23 feet to a TxDOT Type II concrete monument set for angle point, said monument is located 125.00 feet right of Proposed SH 195 Baseline Station 1663+95.55;
3. THENCE North 59° 39' 26" West continuing with the proposed southwest right of way line of SH 195 for a distance of 240.31 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the southeast line of a 2.24 acre tract conveyed by Wilford Schneider and wife, Mary Lois Schneider, to Janis Johnson and Richard

EXHIBIT _____

W. Johnson, by deed recorded September 20, 1982 in Volume 889, Page 756, of the Deed Records of Williamson County, Texas, said rod is located 124.14 feet right of Proposed SH 195 Baseline Station 1661+55.24;

4. THENCE North 44° 56' 38" East with the southeast line of the 2.24 acre tract for a distance of 149.07 feet to a calculated point in the existing southwest right of way line of SH 195, from which a 1/2 inch iron rod found bears South 44° 56' 38" West a distance of 0.28 feet;
5. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 810.74 feet to a 1/2" iron rod with a plastic cap found for the north or northeast corner of said 11.17 acre tract;
6. THENCE South 30° 11' 59" West, with the southeast line of said 11.17 acre tract for a distance of 210.85 feet to the POINT OF BEGINNING, said described tract containing 3.166 acres or (137,901 square feet) of land, more or less.

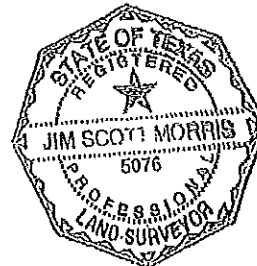
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.00012.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

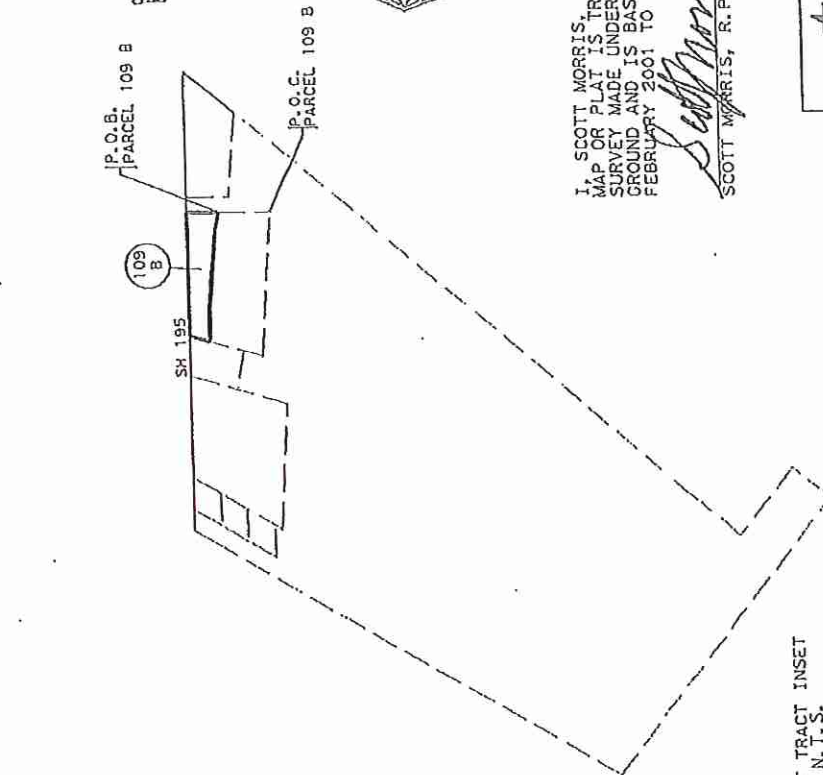
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 2-10-2011



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT
- ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH
- YELLOW CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- P.O.C.
- PC
- PT
- POINT OF TANGENCY
- CHB
- CHD
- CHD
- B.L.
- N.T.S.
- P.U.E.
- W.C.O.R.
- W.C.O.R.
- W.C.O.P.R.
- W.C.P.R.
- O.S.S.F.S.



EXHIBIT

I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

Scott Morris 2-10-2011
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

REVISED: NOVEMBER, 2010



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

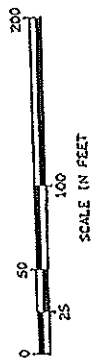
RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD C. SCHNEIDER
PARCEL 109 B
PAGE 3 OF 5

ROW CSJ NO. 0440-02-012
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

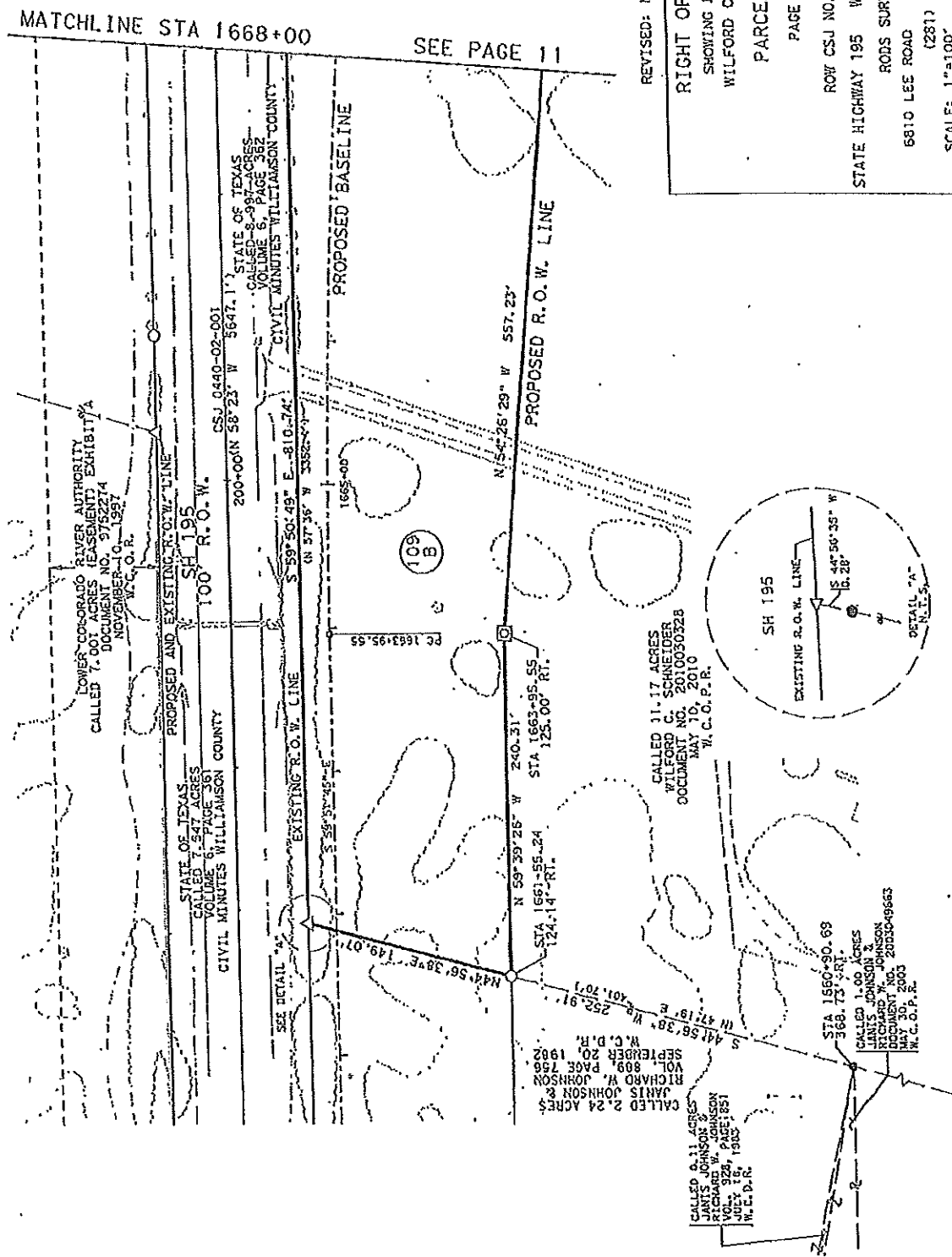
NOTES:

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY: DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT; MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM0533). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
109 B	11.17	486,565	3.166	137,901	ACRES	SQ. FT.	ACRES	SQ. FT.
							8.004	348,664



BURRELL EAVES SURVEY, A-216



REVISÉ: NOVEMBER, 2010

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD C. SCHNEIDER

PARCEL 109 B

PAGE 4 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

BURRELL EAVES SURVEY, A-216

PROPOSED AND EXISTING R.O.W. LINE
WITH PROPOSED ACCESS DENIAL LINE

PROPOSED AND EXISTING R.O.W. LINE

STATE OF TEXAS
CALLED 7.547 ACRES
VOLUME 6, PAGE 381
CIVIL MINUTES WILLIAMSON COUNTY

SH 195
100' R.O.W.

CSJ 0440-02-001
(N 58°23' W 5647.1')

EXISTING R.O.W. LINE

STATE OF TEXAS
CALLED 8.997 ACRES
VOLUME 6, PAGE 382
CIVIL MINUTES WILLIAMSON COUNTY

(N 57°36'00" W 3352.40')

1/2" I. R. END.
WITH PLASTIC CAP

S 59°50'49" E 810.74'

PROPOSED BASELINE

S 54°09'23" E

1675+00

109 B

PARCEL 109 B
STA 1670+00
158.03 RT.

N 45°45'53" W
55.25' W
N 54°26'29" W
557.23'

STA 1569+66.15
150.00' RT.

CALLED 11.17 ACRES
WILFORD C. SCHNEIDER
DOCUMENT NO. 2010030328
MAY 10, 2010
W. C. O. P. R.

PARCEL 109 B
STA 1670+56.19
516.32' RT.

CALLED 419.34 ACRES
WILFORD E. SCHNEIDER AND WIFE
MARY SCHNEIDER
VOL. 528, PAGE 550
AUGUST 04, 1970
W. C. D. R.

3/4" IRON ROD SET
WITH ALUMINUM FOOT CAP
STAMPED "ADL"
(END OF PROPOSED
ACCESS DENIAL LINE)
STA 1675+40.00
243.21' RT.

PROPOSED R.O.W. LINE

348.72'

MATCHLINE STA 1677+00

SEE PAGE 12

EXHIBIT

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
WILFORD C. SCHNEIDER

PARCEL 109 B

PAGE 5 OF 5

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 257-4020

SCALE: 1"=100' NOVEMBER 23, 2010

REVISED: NOVEMBER, 2010

Schneider Possession and Use Agreement - SH 195 (P109C) Commissioners Court - Regular Session

Date: 04/05/2011
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 Possession and Use Agreement with Janis K. Schneider, Trustee, for right-of-way on SH 195. (Parcel 109C)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Schneider PUA SH 195 P109C](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 03/31/2011 09:49 AM
Final Approval Date: 03/31/2011

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Project No.: SH195

§

Parcel No.: 109C

COUNTY OF WILLIAMSON

§

CSJ No.: 0440-02-0112

This agreement, effective the 29th day of March, 2011, between the State of Texas, acting by and through Williamson County, Texas (the "State"), and JANIS K. JOHNSON, Trustee, grants an irrevocable right to possession and use to the State, its contractors, agents and all others deemed necessary by the State for the purpose of constructing a portion of Highway No. 195. The property involved is described more fully in field notes and plat map (attached as Exhibit "A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraph two below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the State of Texas exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. This Possession and Use Agreement will extend to the State, its contractors, assigns and/or owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the State will tender to the Grantor(s) the sum of SEVEN HUNDRED TWENTY ONE THOUSAND THREE HUNDRED FIFTY EIGHT and 00/100 Dollars (\$721,358.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 90 percent of the State's approved value. The approved value is the State's determination of the just compensation owed to the Grantor(s) for the full fee title interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that this sum will be deducted from any final settlement amount, award or verdict. In the event the final award or verdict for the fee title is less than the amount the State has paid for the possession and use of the property, then the Grantors agree that the original amount tendered represents an overpayment and that the State is entitled to seek a refund.
3. The Grantor(s) warrants and represents that the title to the Property is free and clear of all liens and encumbrances and that proper releases will be executed for the Property prior to funds being disbursed under this agreement. Grantors further warrant that no other person or corporation owns an interest in the fee title to the Property.

The Grantor(s) further agree(s) to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

4. This agreement is made with the understanding that the State will continue to negotiate in good faith with the Grantor(s) to acquire a fee interest in the Property by direct purchase. It is further understood in the event a settlement is not reached within ninety (90) days of the effective date of this agreement, the State shall begin proceedings in eminent domain to acquire fee title to the Property. The State will not unreasonably delay the commencement of proceedings under eminent domain once the time provided for in this paragraph has expired.
5. The parties agree that the valuation date for determining the amount of just compensation for the fee title for the Property, for negotiation or eminent domain proceeding purposes, will be the date on which payment was tendered to the Grantor(s) pursuant to paragraph two above.
6. This grant will not prejudice Grantor's rights to receive full and just compensation for the fee title or any easement interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantors' lands, save and except all oil, gas and sulphur. This grant will not prejudice Grantor(s) rights to any relocation benefits for which they may be eligible.
7. In the event the State institutes eminent domain proceedings, the State will not be liable to Grantor(s) for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
8. The purpose of this agreement is to allow the State to proceed with its construction project without delay and to allow the Grantor(s) to avoid litigation at this time.
9. Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder. The extraction of oil, gas and minerals may not affect the geological stability of the surface.
10. The undersigned Grantor(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the State takes possession of the Property.
11. This agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the State will record this document
13. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE 29 DAY OF March, 2011.

Grantors:


Janis K. Johnson, Trustee

ACCEPTED AND AGREED TO BY THE STATE OF TEXAS, ACTING BY AND THROUGH
WILLIAMSON COUNTY, THIS THE _____ DAY OF _____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

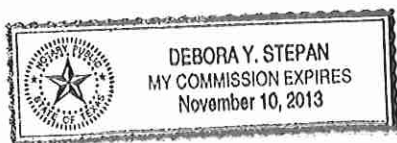
Acknowledgement

State of Texas

County of Travis

This instrument was acknowledged before me on March 21, 2011

by Janis K. Johnson, Trustee, in the capacity and for the purposes and consideration recited herein.



Debora Y. Stepan
Notary Public's Signature

State of Texas

County of Williamson

This instrument was acknowledged before me on _____

by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public's Signature

After recording return to:

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35.
ROW CSJ: 0440-02-012

Legal Description Parcel 109 C

BEING a 10.824 acre (471,476 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 10.824 acre tract of land is out of and a part of a 12.54 acre tract conveyed by Wilford C. Schneider, et al to Janis K. Johnson individually and as Trustee of the JKJ Heritage Trust, by deed recorded May 10, 2010 as Document No. 2010030329 of the Official Public Records of Williamson County, Texas, said 10.824 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2" inch iron rod with a plastic yellow cap found for the south corner of the above referenced 12.54 acre tract, said point is located 311.23 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1681+96.04;

THENCE North 68° 46' 25" East with the southeast line of the said 12.54 acre tract and the northwest line of an 11.01 acre tract of land conveyed by Talmadge Edwin Brannen and Betty M. Brannen to Brannen Family Trust by deed recorded June 8, 2001 as Document No. 2001040681 of the Official Records of Williamson County, Texas, for a distance of 13.38 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 300.00 feet right of Proposed SH 195 Baseline Station 1682+03.32;

1. THENCE North 54° 09' 23" West with the proposed southwest right of way line of SH 195, at 103.32 feet pass a 5/8" iron rod set with a TxDOT aluminum cap stamped "ADL" for the beginning of a proposed ACCESS DENIAL LINE, then continue on the same bearing with proposed ACCESS DENIAL LINE and proposed southwest right of way line for 115.00 feet in all a distance of 218.32 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 300.00 feet right of Proposed SH 195 Baseline Station 1679+85.00;
2. THENCE North 45° 46' 53" West continuing with the proposed southwest right of way line of SH 195 and ACCESS DENIAL LINE, for a distance of 348.72 feet to

EXHIBIT _____

a 5/8" iron rod set with a TxDOT aluminum cap stamped "ADL" for the ending of said ACCESS DENIAL LINE, said rod is located 249.21 feet right of Proposed SH 195 Baseline Station 1676+40.00;

3. THENCE North 45° 46' 53" West continuing with the proposed southwest right of way line of SH 195 for a distance of 502.19 feet to a 5/8 inch iron rod with an aluminum cap set in the west line of said 12.54 acre tract, said rod is located 176.06 feet right of Proposed SH 195 Baseline Station 1671+43.17;
4. THENCE North 30° 12' 10" East with the west or northwest line of said 12.54 acre tract for a distance of 240.91 feet to a 1/2" iron rod with a plastic cap found in the existing southwest right of way line of SH 195;
5. THENCE South 59° 50' 49" East with the existing southwest right of way line of SH 195 for a distance of 1173.72 feet to a calculated point of curvature, from which a TxDOT Type I concrete monument found bears North 50° 37' 04" West a distance of 0.67 feet;
6. THENCE continuing with the existing southwest right of way line of SH 195 in a southeasterly direction and with a curve turning to the right for an arc distance of 240.85 feet, said curve has a radius of 8135.11 feet, a delta angle of 1° 41' 47", a chord bearing of South 58° 59' 56" East, and a chord distance of 240.84 feet, to a 3/8 inch iron rod found for the east corner of the aforementioned 12.54 acre tract and for the north corner of the said 11.01 acre tract;

EXHIBIT _____

7. THENCE South 68° 46' 25" West with the common line of the 12.54 acre tract and the 11.01 acre tract for a distance of 596.17 feet to the POINT OF BEGINNING, said described tract containing 10.824 acres (471,476 square feet) of land, more or less.

Access will be prohibited across the ACCESS DENIAL LINE as herein described to the highway facility from the remainder of the property lying adjacent to SH 195.

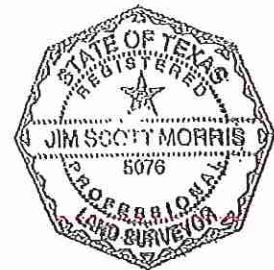
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.00012.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

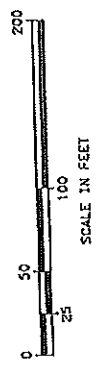
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 2-10-2011

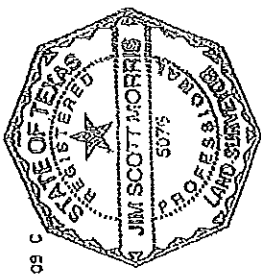


LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT
- ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- ROUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH
- YELLOW CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- 1 SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- POINT OF BEGINNING
- P.O.B.
- POINT OF COMMENCEMENT
- P.O.C.
- POINT OF CURVATURE
- PC
- POINT OF TANGENCY
- PT
- CHORD BEARING
- CHB
- CHORD DISTANCE
- CHD
- B.L.
- BUILDING SETBACK LINE (PER PLAT)
- NOT TO SCALE
- N.T.S.
- PUBLIC UTILITY EASEMENT
- P.U.E.
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



SH 195
P.O.B. PARCEL 109 C
P.O.C. PARCEL 109 C



EXHIBIT

I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

Scott Morris
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF 2-10-2011

REVISED: NOVEMBER, 2010



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
JANIS K. JOHNSON
PARCEL 109 C
PAGE 4 OF 6

ROW CSJ NO. 0440-02-012
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 257-4020
SCALE: 1"=100' NOVEMBER 23, 2010

PARENT TRACT INSET
N.T.S.

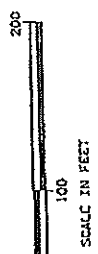
NOTES:

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY: DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS, MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS 27 A (PID A82837), AUSTIN TRP (PID A9537) AND, GEORGETOWN (PID B41093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00012.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT		RIGHT	
					ACRES	SQ. FT.	ACRES	SQ. FT.
109 C	12.54	546,242	10.824	471,476	1.716			74,766

BURRELL EAVES SURVEY, A-216

PROPOSED AND EXISTING R.O.W. LINE
WITH PROPOSED ACCESS DENIAL LINE



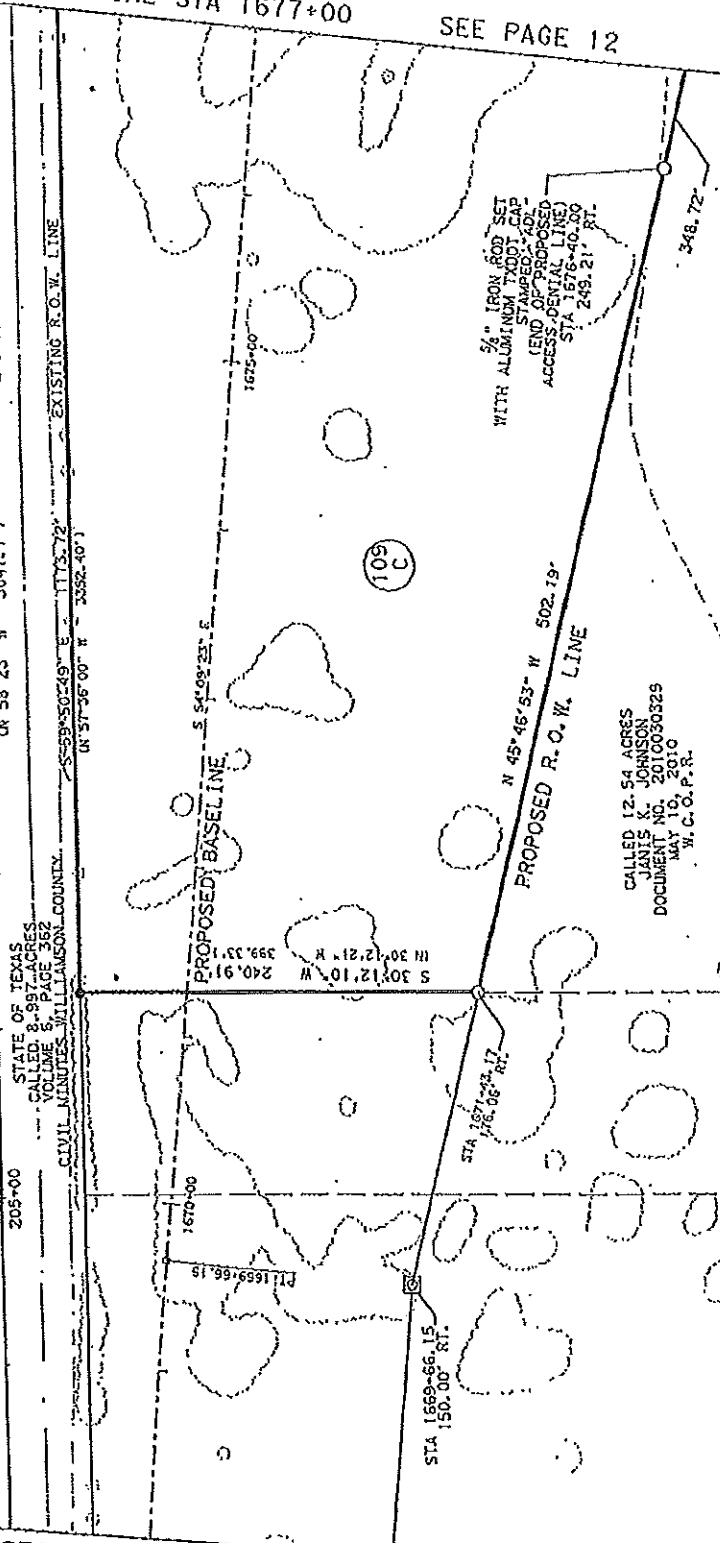
STATE OF TEXAS
COUNTY OF WILLIAMSON
CIVIL MINUTES
VOLUME 6, PAGE 281
SH 195
100' R.O.W.
CSJ 0440-02-001
ON 53° 23' W 5647.1'

MATCHLINE STA 1677+00

SEE PAGE 12

MATCHLINE STA 1668+00

SEE PAGE 10



5/8" IRON ROD SET
WITH ALUMINUM TYPED CAP
STAMPED: AD-
(END OF PROPOSED
ACCESS DENIAL LINE)
STA 1676+40.00
249.21' RT.

CALLLED 12.54 ACRES
JANIS K. JOHNSON
DOCUMENT NO. 2010030325
MAY 10, 2010
W.C.O.P.R.

CALLLED 419.34 ACRES
WILFORD E. SCHNEIDER, AND WIFE
MARY J. SCHNEIDER
VOL. 528, PAGE 590
AUGUST 10, 1970
N.C.D.R.

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
JANIS K. JOHNSON

PARCEL 109 C

PAGE 5 OF 6

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 257-4020

SCALE: 1"=100' NOVEMBER 23, 2010

REVISED: NOVEMBER, 2010

County Health Rankings 2011

Commissioners Court - Regular Session

Date: 04/05/2011
Submitted By: Bride Roberts, Health District
Submitted For: Dr. Riggins
Department: Health District
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss newly released County Health Rankings Data.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Bride Roberts Started On: 03/31/2011 09:51 AM
Final Approval Date: 03/31/2011

WCEMS/S&W termination of agreement dated 08/01/1997

Commissioners Court - Regular Session

Date: 04/05/2011
Submitted By: Kenny Schnell, EMS
Submitted For: Kenny Schnell
Department: EMS
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving termination of Agreement dated effective 08-01-1997 between Williamson County EMS and Scott & White Health Plan regarding ambulance services.

Background

Seeking Court approval to terminate an agreement between Scott and White Health Plan and the Williamson County EMS. The initial agreement was entered into in 1997 with the intent to manage the cost of physician referrals from S/W clinics to area hospitals when the patient required EMS services. The agreement is out dated, has no provision to make adjustments in rates, and lacks clarity. Currently the billing services for EMS does not have clear understanding on accepting payment based on current base rates, loaded transport mileage, and whether the patient is responsible for co-insurance and deductibles. Below is a bullet list of overall issues with agreement.

- There is no clause for negotiation of base rates and mileage
- Currently, as stated the contract is 70% below reasonable and customary charges for both base rate and mileage.
- Current agreement has response time variables that are no longer justifiable.
- Initial intent of agreement was to pay for elective referrals initiated primarily through one of the Scott and White Clinics in Round Rock and Georgetown.

On termination of the contract, EMS' standard billing and mileage rates currently in-effect will be charged.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Kenny Schnell
 Started On: 03/21/2011 10:37 AM
 Final Approval Date: 03/23/2011

Extension Agreement for Dental Services at WC Jail Commissioners Court - Regular Session

Date: 04/05/2011
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider approving Agreement to Extend Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail.

Background

This agreement for dental services will extend existing Professional Services Agreement for Dental Services between Williamson County and Todd C. Harris, P.C. for an additional year beginning April 8, 2011 and ending on midnight of April 7, 2012.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Dental Agreement](#)

Form Routing/Status

Form Started By: Deborah Wolf Started On: 03/30/2011 09:46 AM
Final Approval Date: 03/30/2011

**AGREEMENT TO EXTEND
WILLIAMSON COUNTY PROFESSIONAL SERVICES
AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY
JAIL**

Date: 3 14, 2011, to be effective as of April 8, 2011

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

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

County's Mailing Address:

County of Williamson
c/o: Sheriff James Wilson
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Dental Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

Agreement to the Agreement:

The Agreement will expire pursuant to its terms on April 7, 2011. The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of April 8, 2011 and ending on midnight of April 7, 2012 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Dan A. Gattis,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.

By: _____

Printed Name: TODD CHARRIS

Representative Capacity: DEUTIST

**Determination letter re: Prevarian SL Round Rock
Commissioners Court - Regular Session**

Date: 04/05/2011
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Determination Letter for mitigation enrollment on 7220 and 7230 Wyoming Springs Drive in Round Rock (16.172 acres) for Prevariaon SL Round Rock LP.

Background

This action is to concur with issuance of Determination Letter on the subject property and to authorize county judge to sign Participation Agreement upon acceptance by the applicant.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Determination Letter - Prvarian SL Round Rock](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 03/30/2011 12:11 PM
Final Approval Date: 03/30/2011



Board of Directors
As of April 14, 2010

Pct. 1 Commissioner
Lisa Birkman,
Board President
Williamson County, TX

Pct. 3 Commissioner
Valerie Covey
Board Vice President
Williamson County, TX

Ken Boyer, P.E.
Boyer and Associates
Round Rock, TX

Patty Eason
Council Member
City of Georgetown, TX

Tony Glace
Chasco Construction
Leander, Texas

Chuck Walker
Walker Texas Surveyors, Inc.
Cedar Park, TX

Larry Quick
Don Quick & Associates
Round Rock, TX

c/o Parks and Recreation
350 Discovery Blvd
Ste 207
Cedar Park, TX 78613

March 30, 2011

**Prevarian SL Round Rock LP
c/o Dodd Crutcher, President
5949 Sherry Lane, Suite 835
Dallas, TX 75225**

Also by fax to 512.306.0974 c/o
Mark Adams at ACI Consulting.

**Re: 7220 and 7230 Wyoming Springs Drive, Round Rock, TX, WCAD
property ID # R315215 (a 16.116 acre tract out of a 16.172 acre tract in the
Jacob M. Harrell survey, further described by metes and bounds)**

Dear Mr. Crutcher:

**The review of the referenced application has been completed in
accordance with the Williamson County Regional Habitat Conservation
Plan (RHCP). Based on the provided supporting documents, the Williamson
County Conservation Foundation makes the following determination as to
this application:**

- 1. The mitigation fee for the referenced property will be \$1,620.00 (One thousand Six hundred Twenty and no hundredths Dollars) This amount ("Participation Fee"), rounded to the next highest even tenth acre, will be reflected in Paragraph 2 of the Participation Agreement.**
- 2. Please sign below and notify this office as soon as possible – by email scan to wccf@wilco.org or by fax to 512-260-4237 – of agreement to the mitigation terms. An agenda item will be prepared for the next available Williamson County Commissioner's Court for acceptance.**
- 3. Following acceptance by the Commissioner's Court we will provide you with fund transfer instructions for the Participation Fee.**
- 4. Upon receipt of the Participation Fee the Agreement will be prepared and sent to you. The cover documents for the Agreement will include instructions for filing in Williamson County deed records.**

**These actions will complete your participation in the RHCP for the
referenced project/tract. When we receive confirmation of filing under
number 4 above, this office will subsequently prepare and mail a
participation certificate to you. Although the certificate is not an official**

document, it may be posted at the project/tract site as notification of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

Attachments: None

~~~~~  
Agreed as to both form and substance:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Discuss and consider reimbursement to Taylor ISD for survey and appraisal costs

### Commissioners Court - Regular Session

**Date:** 04/05/2011  
**Submitted By:** Linda Wipff, Commissioner Pct. #4  
**Submitted For:** Ron Morrison  
**Department:** Commissioner Pct. #4  
**Agenda Category:** Regular Agenda Items

---

#### Information

##### Agenda Item

Discuss and take appropriate action to reimburse Taylor ISD for Williamson County's portion of cost associated with the appraisal and survey for a potential land exchange between the two entities involving property located at the Williamson County Events Center in Taylor, Texas.

##### Background

Discuss and take appropriate action to reimburse Taylor ISD for Williamson County's portion of cost associated with the appraisal and survey for a potential land trade involving property located at the Williamson County Event Center in Taylor.

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#### Fiscal Impact

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

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#### Attachments

Link: [Survey & Appraisal Invoices](#)

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#### Form Routing/Status

Form Started By: Linda Wipff      Started On: 03/30/2011 02:01 PM  
 Final Approval Date: 03/30/2011

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**KOKEL-OBERRENDER-WOOD APPRAISAL, LTD.**

Larry D. Kokel, ARA, MAI  
David W. Oberrender, MAI  
Wendell C. Wood, MAI  
Michael D. Mays  
Travis Thorne

Real Estate Appraisers & Consultants  
404 West 9<sup>th</sup> Street, Suite 201  
Georgetown, Texas 78626

Georgetown (512) 863-6428  
Austin (512) 930-3499

FAX (512) 930-5348  
e-mail: realestate@k-o-wappraisal.com

**INVOICE**

- CLIENT FILE COPY -

August 26, 2010

**BILL TO:** Taylor Independent School District  
602 West 12<sup>th</sup> Street  
Taylor, Texas 76574

Attn: Mr. David Krueger  
Office of the Assistant Superintendent  
Support Operations

**RE:** Analysis related to a pending land exchange containing 10.816 acres between Taylor I.S.D. and Williamson County Park Foundation located north of Carlos G. Parker Boulevard in Taylor, Williamson County, Texas.

**FEE:** \$1,500.00

**CHECK**

**PAYABLE TO:** Kokel-Oberrender-Wood Appraisal, Ltd.  
404 W. 9<sup>th</sup> Street, Suite 201  
Georgetown, Texas 78626

**INVOICE NO.:** 10-044





1978 S. Austin Ave.  
Georgetown, TX 78626  
Tel: (512) 930-9412 Fax: (512) 930-9416

|              |              |
|--------------|--------------|
| Invoice Date | Invoice Num  |
| Oct 11, 2010 | 994545       |
| Billing From | Billing To   |
| Aug 26, 2010 | Oct 11, 2010 |

Taylor Independent School District  
David Krueger, Asst. Superintendent/Operations  
602 W. 12th  
Taylor TX 76574

Project#: 21806:  
Project Name: Taylor ISD: amended plat

## INVOICE

For professional engineering services associated with the amended plat of Lots 1 & 2, Block 1 of the North Loop School Addition Subdivision and surveying approximately 10 acres out of 35 acres in the City of Taylor, work to date;

Work on plat preparation for submittal to Taylor through notice to cease work on 10/06/2010.

| Description               | Hours | Rate     | Cost            | Tax Amt       | Amount          |
|---------------------------|-------|----------|-----------------|---------------|-----------------|
| <b>Services:</b>          |       |          |                 |               |                 |
| 2 Man Survey Crew         | 1.44  | \$120.00 | \$172.80        | \$0.00        | \$172.80        |
| CADD Technician/Draftsman | 6.50  | \$90.00  | \$585.00        | \$0.00        | \$585.00        |
| Registered Surveyor       | 0.02  | \$120.00 | \$2.20          | \$0.00        | \$2.20          |
| <b>Total Services:</b>    |       |          | <b>\$760.00</b> | <b>\$0.00</b> | <b>\$760.00</b> |

**Total Amount Due This Invoice: \$760.00**

*This invoice is due upon receipt*

*Please Pay*  
*DK*



1978 S. Austin Ave.  
Georgetown, TX 78626  
Tel: (512) 930-9412 Fax: (512) 930-9416

Page 1 of 1

Invoice Date  
Sep 20, 2010  
Billing From  
Jul 26, 2010

Invoice Num  
994511  
Billing To  
Aug 25, 2010

Taylor Independent School District  
David Krueger, Asst. Superintendent/Operations  
602 W. 12th  
Taylor TX 76574

Project#: 21806:  
Project Name: Taylor ISD: amended plat

## INVOICE

For professional engineering services associated with the amended plat of Lots 1 & 2, Block 1 of the North Loop School Addition Subdivision and surveying approximately 10 acres out of 35 acres in the City of Taylor, work to date;  
Re: Boundary survey of North Loop school addition and 10 acre tract, survey plat of both tracts, amended plat preparation

| Description                 | Hours | Rate     | Cost              | Tax Amt       | Amount            |
|-----------------------------|-------|----------|-------------------|---------------|-------------------|
| <b>Services:</b>            |       |          |                   |               |                   |
| 2 Man Survey Crew           | 10.75 | \$120.00 | \$1,290.00        | \$0.00        | \$1,290.00        |
| CADD Technician/Draftsman   | 8.50  | \$90.00  | \$765.00          | \$0.00        | \$765.00          |
| Clerical                    | 0.50  | \$65.00  | \$32.50           | \$0.00        | \$32.50           |
| Engineer (P.E.)             | 0.50  | \$145.00 | \$72.50           | \$0.00        | \$72.50           |
| Registered Surveyor Taxable | 9.00  | \$120.00 | \$1,080.00        | \$0.00        | \$1,080.00        |
| Total Services:             |       |          | <u>\$3,240.00</u> | <u>\$0.00</u> | <u>\$3,240.00</u> |

Total Amount Due This Invoice: \$3,240.00

*This invoice is due upon receipt*

## Commissioners Court - Regular Session

Date: 04/05/2011

Submitted By: Wendy Coco, County Judge

Department: County Judge

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### Information

#### Agenda Item

Consider and take appropriate action on the following findings by the Williamson County Commissioners Court in relation to reimbursing Dan A. Gattis for attorneys fees and costs that he incurred, in his personal capacity, in defense of a removal suit filed by Jana Duty in Cause No. 10-1428-C26; The State of Texas ex rel. Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Texas, In the 26th District Court, Williamson County, Texas (the "Removal Suit"):

- (1) The interests of Williamson County were at stake in the Removal Suit as opposed to only Dan A. Gattis' personal interest being at stake in the Removal Suit;
- (2) The Removal Suit filed by Jana Duty against Dan A. Gattis was unsuccessful as it was ultimately dismissed with prejudice by Order of Dismissal dated January 21, 2011;
- (3) Any and all actions actually taken by Judge Dan A. Gattis relating to the Removal Suit were undertaken while acting in good faith within the scope of his official duties;
- (4) Williamson County shall reimburse Dan A. Gattis for all attorneys fees and costs incurred by him in the Removal Suit in the total amount of \$12,860.50; and
- (5) Order No. 53 of the Regular Session of the Williamson County Commissioners Court held on Tuesday, March 22, 2011 shall be replaced by the findings set forth herein.

#### Background

The findings that are necessary to allow reimbursement by Williamson County to Dan A. Gattis are based on Attorney General Opinion JC-0294 (2000). Said Opinion is attached to this item for your review.

The following could provide possible support and justifications for the required findings:

- (1) If Williamson County Judge Dan A. Gattis were removed, it would disrupt the business of Williamson County since a new judge would have had to be appointed and there would be a period of time before he or she could serve as an effective county judge for Williamson County;
- (2) The fact that the failure of Williamson County to provide representation would deter persons from seeking office if they think that they will have to spend their own funds to fight charges arising from their performance of their official duties. To the extent that the charges are without foundation or are political or vindictive in nature, this reason assumes greater significance.
- (3) Officials should not have to assume the personal burden of defending against frivolous suits brought against them due to their official duties. Because the court declined even to issue citation and because the statute exempted actions taken before the current term of office from being grounds for removal, the court could reasonably determine that the Removal Suit was frivolous.

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**Fiscal Impact**

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

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**Attachments**

Link: [Order of Dismissal](#)

Link: [ABD Invoice](#)

Link: [Gattis Letter & Check](#)

Link: [Tx Atty Gen Opinion](#)

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**Form Routing/Status**

Form Started By: Wendy  
Coco

Started On: 04/01/2011 03:38  
PM

Final Approval Date: 04/01/2011

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NO. 10-1428-C26

|                            |   |                                 |
|----------------------------|---|---------------------------------|
| THE STATE OF TEXAS         | § | IN THE DISTRICT COURT           |
| Ex rel. JANA DUTY,         | § |                                 |
| COUNTY ATTORNEY OF         | § |                                 |
| WILLIAMSON COUNTY, TEXAS   | § |                                 |
|                            | § |                                 |
| v.                         | § | WILLIAMSON COUNTY, TEXAS        |
|                            | § |                                 |
| DAN A. GATTIS, COUNTY      | § |                                 |
| JUDGE OF WILLIAMSON COUNTY | § |                                 |
| TEXAS                      | § | 26 <sup>TH</sup> DISTRICT COURT |

**ORDER OF DISMISSAL**

On December 22, 2010, Jana Duty, individually and as County Attorney of Williamson County, for the State of Texas, referred to herein as "Relator", filed an ORIGINAL PETITION OF REMOVAL FROM OFFICE OF WILLIAMSON COUNTY JUDGE DAN A. GATTIS.

After considering Relator's ORIGINAL PETITION, the SPECIAL APPEARANCE URGING COURT TO REFUSE ISSUANCE OF CITATION AND/OR TO DISMISS THE ORIGINAL PETITION FOR REMOVAL FROM OFFICE OF WILLIAM COUNTY JUDGE DAN A. GATTIS, filed on January 5, 2011, PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION TO DISMISS filed on January 6, 2011, WILLIAMSON COUNTY JUDGE DAN A. GATTIS' REPLY TO PLAINTIFF'S RESPONSE MEMORANDUM FILED JANUARY 6, 2011, which Reply was filed on January 7, 2011, PLAINTIFF'S RESPONSE TO DEFENDANT'S REPLY TO RESPONSE OF PLAINTIFF TO DEFENDANT'S MOTION TO DISMISS, filed on January 11, 2011, the pleadings, motions and the entire court's file, and considering Tex. Loc. Gov't Code Ann. §87.001 and §87.016, and in accordance with Tex. Loc. Gov't Code Ann. §87.016, the Court is of the opinion that citation should not issue and the court should refuse to issue an order for citation and that the ORIGINAL PETITION OF REMOVAL FROM OFFICE OF WILLIAMSON COUNTY JUDGE DAN A. GATTIS should be dismissed.

IT IS THEREFORE ORDERED that citation shall not be issued in this case. IT IS FURTHER ORDERED that Relator's ORIGINAL PETITION OF REMOVAL FROM OFFICE OF WILLIAMSON COUNTY JUDGE DAN A. GATTIS is DISMISSED WITH PREJUDICE.

All costs of court spent or incurred in this cause are adjudged against the party incurring same.

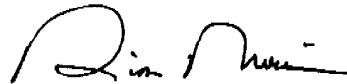
FILED  
at 1:48 o'clock P M  
JAN 21 2011  
ENT'D

*Lisa David*  
District Clerk, Williamson Co., TX.

All relief requested in this case and not expressly granted is denied. This judgment finally disposes of all parties and claims in this case.

It is ORDERED that a copy of this order be sent to Relator and Defendant/Respondent's attorney.

SIGNED this 26<sup>th</sup> day of January, 2011.

A handwritten signature in cursive script, appearing to read "Rick Morris", written in black ink.

---

**RICK MORRIS**  
**JUDGE PRESIDING**



**ALMANZA, BLACKBURN & DICKIE LLP**  
—ATTORNEYS AND COUNSELORS AT LAW—

2301 S. Capital of Texas Highway, Building H  
Austin, Texas 78746

Telephone: (512) 474-9486

Facsimile: (512) 478-7151

Invoice submitted to:  
Judge Dan Gattis  
850 Country Road 105  
Hutto TX 78634-3133

March 07, 2011

In Reference To: FINAL BILL

Invoice # 15147

Professional Services

|          |                                                                                                                                                                                                                                           | <u>Hours</u> | <u>Amount</u> |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| 1/3/2011 | BB Meeting with Dan Gattis.                                                                                                                                                                                                               | 5.00         | \$1,125.00    |
|          | MD Meeting Judge Gattis and Dan Gattis; meeting witnesses.                                                                                                                                                                                | 5.00         | \$1,250.00    |
| 1/4/2011 | BB Receive and review articles regarding removal of county officers, reviewing petition and Chapter 87 Local Government Code, receive and review motion to appoint attorney pro tem, working on list of rebuttal points.                  | 1.60         | \$360.00      |
|          | MD Research regarding statute; email with Judge Stubblefield's office; phone conference District Clerk; phone conferences Judge Gattis; phone conference Dan Gattis; draft Motion to Dismiss/Special Appearance; phone calls to witnesses | 4.50         | \$1,125.00    |
|          | BB Working on motion to dismiss, researching cases to support positions.                                                                                                                                                                  | 2.10         | \$472.50      |
| 1/5/2011 | BRM Revising motion for citations; checking citations                                                                                                                                                                                     | 0.30         | \$55.50       |

|           |     | <u>Hours</u>                                                                                                                                                                           | <u>Amount</u>   |
|-----------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1/5/2011  | BB  | Revising motion to dismiss, drafting emails to Dan Gattis regarding same, conference with Dickie regarding same, exchanging emails with Dan regarding motion and notice of appearance. | 0.70 \$157.50   |
|           | BB  | Telephone conference with Dan regarding motion to dismiss.                                                                                                                             | 0.20 \$45.00    |
|           | MD  | Draft Special Appearance; meeting with witnesses; meeting with Dan Gattis Jr. File Special Appearance; phone conference client                                                         | 4.00 \$1,000.00 |
|           | MD  | Interview with witnesses; prepare and file Special Appearance; telephone conference client; phone call to Susan Potts                                                                  | 4.50 \$1,125.00 |
| 1/6/2011  | BB  | Conference with Martha regarding case status and next actions.                                                                                                                         | 0.30 \$67.50    |
|           | BB  | Receive and review plaintiffs response to special appearance, phone call with Judge regarding response and rebuttal, drafting rebuttal memorandum, reading law cited by Duty.          | 3.30 \$742.50   |
|           | MD  | Meeting witnesses regarding factual allegations; meeting with Dan Gattis; review Duty response; review cases; conference with Bo                                                       | 5.00 \$1,250.00 |
| 1/7/2011  | BB  | Revising memo in opposition, phone calls with Dan regarding same.                                                                                                                      | 0.50 \$112.50   |
|           | BRM | Revising response to Duty memo regarding removal statute                                                                                                                               | 0.50 \$92.50    |
|           | MD  | Preparation of pleadings: draft reply to Duty response; phone conference Judge Gattis; phone call with Peggy V.; Emails to law firm for County; phone call regarding case.             | 2.50 \$625.00   |
| 1/11/2011 | MD  | Review documents regarding factual allegations; review correspondence and email with Jana Duty;                                                                                        | 1.00 \$250.00   |
| 1/12/2011 | BB  | Receive and review memo from Duty, phone call with Dan Gattis regarding same.                                                                                                          | 0.50 \$112.50   |



|           |                                                                                                                        | <u>Hours</u> | <u>Amount</u>      |
|-----------|------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|
| 1/12/2011 | MD Review Duty's sur reply. Phone Conference Gattis; phone message to Judge Gattis; conference Bo                      | 0.80         | \$200.00           |
| 1/14/2011 | BB Receive and review amicus brief filed by Jeff Maurice and Jim Stauber, phone call with Dan Gattis regarding amicus. | 0.30         | \$67.50            |
|           | MD Review Amicus brief; email with Bo and Dan.                                                                         | 0.70         | \$175.00           |
| 1/19/2011 | MD Phone call from client regarding case status and conference with Bo                                                 | 0.40         | \$100.00           |
| 1/20/2011 | MD Telephone conference with Dan Gattis Jr.; Telephone conference regarding status                                     | 0.50         | \$125.00           |
| 1/21/2011 | MD Telephone conference with District Clerk; phone conference Dan Gattis and Judge Gattis; Review order from Court     | 0.70         | \$175.00           |
| 1/24/2011 | MD Telephone conference with Gattis and emails regarding meeting.                                                      | 0.50         | \$125.00           |
| 1/25/2011 | MD Conference with client; travel to Austin                                                                            | 2.50         | \$625.00           |
| 1/31/2011 | MD Telephone conference with Peggy; Telephone call regarding status.                                                   | 0.60         | \$150.00           |
| 2/1/2011  | MD timeline; email to client                                                                                           | 0.30         | \$75.00            |
| 2/9/2011  | MD Phone call from client regarding documents and meeting on 2-17                                                      | 0.60         | \$150.00           |
| 2/11/2011 | MD Telephone conference with attorney for County.                                                                      | 0.20         | \$50.00            |
| 2/17/2011 | MD Conference with client.                                                                                             | 3.50         | \$875.00           |
|           | For professional services rendered                                                                                     | <u>53.10</u> | <u>\$12,860.50</u> |
|           | For professional services rendered                                                                                     | <u>53.10</u> | <u>\$12,860.50</u> |
|           | Balance due                                                                                                            |              | <u>\$12,860.50</u> |

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Tax ID # 74-2871054

**DAN**  
**Gattis**  
WILLIAMSON COUNTY JUDGE

March 15, 2011

Martha Dickey  
Almanza, Blackburn & Dickie LLP  
Attorneys and Counselors At Law  
2301 S. Capital of Texas Highway, Building H  
Austin, TX 78746

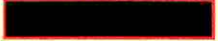

RE: Cause No. 10-1428-C26; The State of Texas Ex rel. Jana Duty, County Attorney of Williamson County, Texas v. Dan A. Gattis, County Judge of Williamson County

Dear Ms. Dickey:

Please find enclosed my check in the amount of \$12,860.50 which I understand is full and final payment for all services in regards to the above referenced matter. I appreciate very much the assistance and counsel that you provided. You have my sincere thanks for your expertise and professionalism.

Sincerely,

Dan A. Gattis

|                                                                                         |                            |                     |
|-----------------------------------------------------------------------------------------|----------------------------|---------------------|
| DAN A. GATTIS 03-81<br>OR KAREN B. GATTIS                                               |                            | 5325                |
|      |                            | 35-2/1130 TX<br>416 |
| Date <u>03-15-11</u>                                                                    |                            |                     |
| PAY to the<br>order of <u>Martha Dickey</u>                                             | \$ <u>12,860.50</u>        |                     |
| <u>Twelve Thousand Eight Hundred Fifty</u>                                              |                            |                     |
| Dollars                                                                                 |                            |                     |
| Bank of America                                                                         | Bank of America Advantage® |                     |
| ACH R/T 111000025                                                                       |                            |                     |
| For  |                            |                     |



Tex. Atty. Gen. Op. JC-0294, 2000 WL 1563173 (Tex.A.G.)

Office of the Attorney General  
State of Texas

Opinion No.

**JC**

-

**0294**

October 17, 2000

Re: Whether a city council may pay attorney's fees incurred to defend certain of its members in prosecution for Open Meetings Act violations, and related questions (RQ-0228-JC)

The Honorable Susan D. Reed  
Criminal District Attorney  
Bexar County  
300 Dolorosa, Fifth Floor  
San Antonio, Texas 78205-3030

Dear Ms. Reed:

You ask about the validity of resolutions adopted by a city council authorizing payment from city funds of city council members' attorney's fees, where city council members indicted for alleged Open Meetings Act violations voted for the resolutions. A city council member is disqualified from voting on a resolution to pay his or her legal fees, or the legal fees of another city council member indicted on the same facts for the same offense. The resolutions were invalid. Even if they were valid, we believe that a governmental body may not decide to pay the legal expenses incurred by a public officer or employee in defending against a criminal prosecution until it knows the outcome of the prosecution. A governmental body may not reimburse an individual whose guilt is established. If the city council were able to take valid action to pay the attorney's fees of a city council member, the fees could be paid from the revenues of the city's water system operated under chapter 402 of the Local Government Code.

The criminal charges were brought against the city council members because a former city council member was allegedly denied access to the public portion of a city council meeting on November 23, 1999, which was called to discuss Elmendorf Police Department personnel in executive session. [\[FN1\]](#) The mayor, four city council members, and the chief of police of the City of Elmendorf have been indicted for alleged violations of the Open Meetings Act at the November 23 meeting. [\[FN2\]](#) The Elmendorf City Council met on April 16, 2000, to vote on a resolution authorizing the engagement and payment of counsel to represent the city council members in the prosecution. See Request Letter, note 2, at 2. Five city council members voted on the resolution. One of the council members had been appointed to replace a council member who resigned after his indictment on Open Meetings Act violations and another had received immunity from prosecution. *See id.* These two city council members voted against the resolution, while the three city council members who were under indictment voted in favor of it. *See id.*

Because the April 16th resolution had been approved by the three city council members who would benefit from it, it was reconsidered at another city council meeting held on April 20, 2000. At this meeting, the council approved three separate resolutions, each of which authorized payment of the legal fees for one of the three indicted city council members. Each indicted city council member abstained from voting on the resolution that applied to him or her and the other two indicted city council members voted in favor of it. *See id.*

**\*2** You ask the following questions about the city council's action:

1. Can a member of a city council that was indicted for Texas Open Meetings Act violations vote on resolutions to employ and pay legal counsel to represent other members of the city council that were indicted for the same violations and to which the voting member is alleged to be a party?
2. May the governing body of a municipality authorize payment of attorney's fees incurred in defending the mayor and certain city council members following their indictments for Open Meetings Act violations occurring during a meeting of the city council?
3. Can revenues from a municipal water utility system be utilized to pay legal counsel for representation of the mayor and certain city council members on Open Meetings Act violations if the resolution authorizing payment specified that the monies were to be derived from the city budget (i.e. general fund)?

*Id.* at 2, 4.

We consider the events of the meetings at which the city council members who had been indicted for violating the Open Meetings Act voted to pay attorney's fees to defend against these charges. At the April 16 meeting, the resolution authorizing payment of the legal fees was adopted by the vote of three city council members who had been indicted. At the April 20 meeting, each indicted city council member abstained from voting on the resolution that applied to him or her, but voted on the resolution applicable to the other indicted city council members. *See id.* at 2.

In our opinion, the resolutions adopted at both meetings are invalid. This office has stated in numerous opinions that a political subdivision may pay an officer's or employee's legal expenses only if it makes the following determinations: payment of the legal fees serves a public interest and not merely the defendant's private interest, and the officer or employee committed the alleged action or omission forming the basis of the suit while acting in good faith within the scope of his or her official duties. *See* Tex. Att'y Gen. Op. Nos. DM-488 (1998) at 2-3, JM-968 (1988) at 2-3, H-887 (1976) at 3; Tex. Att'y Gen. LA-24 (1973) at 2-3. It is extremely doubtful that an indicted council member could address these questions disinterestedly when payment for his or her defense is at stake. Public policy in Texas bars a public official from casting a deciding vote in a matter concerning an issue in which he has a direct, personal interest. *See Hager v. State ex rel. TeVault*, 446 S.W.2d 43, 49 (Tex. Civ. App.-Beaumont 1969, writ ref'd n.r.e.); Tex. Att'y Gen. Op. No. JM-824 (1987) at 8. *See also Bradley v. State*, 990 S.W.2d 245 (Tex. 1999). An indicted city council member is disqualified from voting on payment of attorney's fees for his or her defense.

We moreover believe that the indicted city council members were disqualified from approving the payment of attorney's fees for the other council members indicted for the same offense. We base our conclusion on *State ex rel. La Crosse v. Averill*, 110 S.W.2d 1173 (Tex. Civ. App.-San Antonio 1937, writ ref'd), involving a quo warranto action to remove two city commissioners who were under indictment. The city commissioners argued that the removal procedure provided in the city charter must be exhausted before quo warranto could be brought. *See Averill*, 110 S.W.2d at 1175. The court noted that the city council consisted of the two city commissioners and the mayor, and under the city charter, these officials could be removed only by their own votes, after they had conducted their own trial. *See id.* The court stated as follows:

**\*3** [T]he majority of the members of the commission are charged with the joint commission of a single offense . . . . If under the charter provisions they be tried jointly, as they may be, they must pass directly upon their own joint guilt or innocence; if separately, then the mayor and one of the commissioners must pass upon the guilt or innocence of the other member for an offense in which it is alleged a majority jointly and equally participated, and for which it is alleged they each are equally and by the same facts guilty. The result is obvious: First, that from every consideration

they will not prosecute or convict themselves or their coconspirator; and, second, their decisions in the matter would be void, since the Constitution, to say nothing of public policy, prohibits any judge from sitting "in any cases wherein he may be interested," . . . .

*Id.* at 1175-76 (citation omitted).

The three city council members of the City of Elmendorf were indicted for the same alleged violation of the Open Meetings Act arising out of the same events and they have similar, if not identical, personal interests in receiving an adequate defense against the charge. It would also be extremely difficult for any of the indicted council members to make a disinterested determination as to the other council members indicted for the same offense. On the basis of *Averill*, we believe a court would hold that the three indicted city council members are disqualified from voting on a resolution authorizing the payment from public funds of legal fees for him or herself or for any of the other two indicted council members. Accordingly, we conclude that the resolutions adopted on April 16 and April 20 approving the payment of attorney's fees for the city council members are invalid.

Because the resolutions authorizing the payment of city council members' attorney's fees are invalid, we need not address your remaining questions. However, your second question raises an issue that warrants discussion: the city's payment from public funds of officers' and employees' attorney's fees in criminal cases. This office has written numerous opinions on the payment of public servants' legal expenses in civil cases brought against them individually. *See, e.g.*, Tex. Att'y Gen. Op. Nos. [JM-968](#) (1988) (school district may expend funds in defense of lawsuit alleging intentional tort); [H-887](#) (1976) (general-law city may authorize expenditures for defense of city employees and officials sued for actions within scope of public duties). When questions about paying attorney's fees in criminal cases have arisen, this office has in the past assumed that the standards applicable in civil lawsuits are equally relevant to criminal cases. *See* Tex. Att'y Gen. Op. No. [DM-488](#) (1998) (appraisal district may reimburse chief appraiser for representation in criminal proceeding); [Tex. Att'y Gen. LO-97-049](#) (overruled to extent inconsistent with DM-488) (school district may pay for legal representation of employee in a criminal proceeding); [LO-89-012](#) (county may pay attorney's fees incurred in connection with grand jury investigations of county commissioners). However, the payment from public funds to defend a public servant in a criminal prosecution raises issues not necessarily raised in the context of a civil suit. Our discussion will begin with a review of the opinions on payment of an officer's or employee's attorney fees in a civil case.

\*4 In Texas Attorney General Letter Advisory No. 24 (1973), this office addressed the predecessor of [Local Government Code section 157.901](#), which provides in part:

- (a) A county official or employee sued by any entity, other than the county with which the official or employee serves, for an action arising from the performance of public duty is entitled to be represented by the district attorney of the district in which the county is located, the county attorney, or both.
- (b) If additional counsel is necessary or proper in the case of an official or employee provided legal counsel under Subsection (a) or if it reasonably appears that the act complained of may form the basis for the filing of a criminal charge against the official or employee, the official or employee is entitled to have the commissioners court of the county employ and pay private counsel.

. . . .

[Tex. Loc. Gov't. Code Ann. § 157.901\(a\), \(b\)](#) (Vernon 1999). This provision does not entitle county officers and employees to representation at public expense in criminal cases. *See White v. Eastland County*, 12 S.W.3d 97, 103 ([Tex. App.-Eastland 1999, no pet.](#)), Tex. Att'y Gen. Op. No. [JM-755](#) (1987) at 3-5 (construing predecessor to provision in [Local Government Code section 157.901\(b\)](#) on filing a criminal charge against the official or employee).

Letter Advisory No. 24 determined that using county funds to defend county officers and employees sued individually would not violate [Texas Constitution article III, section 52](#), which prohibits grants of public money in aid of individuals. *See* Tex. Att'y Gen. LA-24 (1973) (addressing the predecessor of [Local Government Code section 157.901](#), adopted as Act of May 24, 1973, 63d Leg., R.S., ch. 644, 1973 Tex. Gen. Laws 1765). It noted that "[p]ublic money



cannot be spent to defend private interests,” but “suits may be only nominally against individuals when they are really designed to obstruct or control the legitimate performance of official duties.” Tex. Att’y Gen. LA-24 (1973) at 2; *see also City Nat’l Bank of Austin v. Presidio County*, 26 S.W. 775, 777 (Tex. Civ. App. 1894). Such litigation in fact does involve the interests of the county. See *Presidio*, 26 S.W. at 775. See generally *Tex. Att’y Gen. Op. No. JM-755 (1987)* at 5 (suits brought by private individuals against public servants for official acts may be merely vexatious). Letter Advisory No. 24 cautioned that the county could not provide a defense if only the defendant officer’s or employee’s private interests were at stake, even though the suit was based on an action taken ostensibly in the performance of public duties. See Tex. Att’y Gen. LA-24 (1973) at 3-4. It concluded that representation of a county official or employee believed in good faith to have been acting within the proper scope of his authority “is not illegal even though such confidence may prove to have been misplaced.” *Id.* at 3.

Other attorney general opinions determined that political subdivisions, including counties, have common-law authority to pay the legal expenses of officers and employees in civil cases where the interests of the political subdivision are at stake. *See* Tex. Att’y Gen. Op. Nos. *H-887* (1976) (city); *DM-488* (1998) (appraisal district); *JM-968* (1988) (school district); *M-726* (1970) (county). The governing body’s decision to pay for an officer’s or employee’s defense is governed by the standard articulated in Letter Advisory No. 24. *See* Tex. Att’y Gen. Op. Nos. *JM-968* (1988) at 3 (board of trustees may pay trustee’s legal expenses if it determines that the suit involves the interest of the school district and the officer’s “actions . . . were undertaken in good faith within the scope of an official duty”); *H-887* (1976) at 3 (when city council believes in good faith that the city’s interests are at stake, even though an officer or employee is sued individually, the city may employ an attorney to defend the action).

\*5 Opinions subsequent to Letter Advisory No. 24 have reiterated the importance of the governmental body’s good faith belief that a public servant acted within the proper scope of his or her authority and, more important, have stated that the disposition of the lawsuit is irrelevant to the question of paying attorney’s fees. *See* Tex. Att’y Gen. Op. Nos. *JM-968* (1988) at 2-3 (school board may pay legal expenses of trustee sued for intentional tort if it makes the proper determinations and need not conclude that the officer is blameless); *MW-252* (1980) at 1 (the propriety of defending an action against a public officer or employee “is not made dependent upon the outcome of the litigation, but upon the bona fides of the governing body’s motive”) (quoting Tex. Att’y Gen. Op. No. *H-70* (1973) at 5). *See also* Tex. Att’y Gen. Op. No. *DM-488* (1998) at 6. The statute at issue in Letter Advisory No. 24 authorized the county to provide an attorney for a county officer or employee soon after the lawsuit was filed, so that this statement was reasonable in the context of that opinion and in any other case where the decision to represent was made soon after the lawsuit was filed. *See* Tex. Att’y Gen. Op. No. *DM-107* (1992) at 3 (overruled to extent inconsistent with *DM-488*); *Tex. Att’y Gen. LO-90-93*, at 2-3 (overruled to extent inconsistent with *DM-488*). For several years, this office took the position that reimbursement was not permissible and that the governmental body’s decision must be made early in the litigation. Attorney General Opinion No. *DM-488* (1998) finally made it clear that a political subdivision could reimburse an officer or employee for legal expenses incurred in a suit challenging actions taken within the scope of his or her official authority. *See Tex. Att’y Gen. Op. No. DM-488 (1998)* at 3, overruling in part, *Tex. Att’y Gen. Op. No. DM-107 (1992)*; *Tex. Att’y Gen. LO-97-065*, *LO-97-049*, and *LO-90-93*.

The major issue in Attorney General Opinion *DM-488* was whether an appraisal district was permitted to reimburse the chief appraiser for legal expenses after the judicial proceedings were over. No emphasis was given to the fact that the appraiser had been a defendant in a criminal prosecution. The fact that the chief appraiser prevailed in the action was said to be irrelevant to the appraisal board’s decision to reimburse. *See Tex. Att’y Gen. Op. No. DM-488 (1998)* at 6. *See also Tex. Att’y Gen. LO-89-12*, at 3 (approving payment of county judge’s and county commissioners’ attorney’s fees incurred in connection with grand jury investigation); Tex. Att’y Gen. Op. No. *MW-252* (1989) (addressing payment of attorney’s fees for public officer who lost civil suit).

However, we believe the outcome is particularly important when a public official faces criminal charges brought by the state, rather than a civil suit brought by a private individual. *See generally White v. Eastland County*, 12 S.W.3d at 104 (more safeguards against criminal actions being filed than civil lawsuits). This view is consistent with most of the Texas authorities on payment from public funds of a public servant’s legal fees in a criminal prosecution, as well as

authorities from other states. Cf. [City of Corsicana v. Babb](#), 290 S.W. 736 (Tex. Comm'n App. 1927, judgm't adopted) (authority of city to employ an attorney to defend policemen indicted for killing an individual in attempt to arrest him).

**\*6** Two cases involving the actions of the Del Rio city commission in issuing bonds and warrants found it unlawful for city commission members to approve payment of their own attorney's fees to defend against prosecutions for offenses charged in either their private or official capacity. See [City of Del Rio v. Lowe](#), 111 S.W.2d 1208, 1219 (Tex. Civ. App.-San Antonio 1937), rev'd on other grounds, 122 S.W.2d 191 (Tex. 1938), [State ex rel. La Crosse v. Averill](#), 110 S.W.2d 1173 (Tex. Civ. App.-San Antonio 1937, writ ref'd). The court of civil appeals decision in *Lowe* found that there was no public purpose in the city's paying legal fees for the city commissioners and that the city commissioners also had a conflict in approving payment of their own attorney's fees. See [Lowe](#), 111 S.W.2d at 1218-19; see also [White v. Eastland County](#), 12 S.W.3d at 103 (discussing *Lowe* and *Averill*).

While the conclusion in *Lowe* that no public purpose was served by the city's paying the city commissioners' legal fees has not been overruled, we believe the strict prohibition against using public funds to defend public officers in criminal prosecutions would not be followed today. The court in [Crider v. Cox](#), 960 S.W.2d 703 (Tex. App.-Tyler 1997, pet. denied), addressed the county's attempt to pay an attorney for representing the county judge in misdemeanor charges of attempting to secure dismissal of traffic tickets in cases before his court. Upon trial of the charges, the county court-at-law decided in the county judge's favor by quashing the indictment. See [Crider](#), 960 S.W.2d at 704. The attorney submitted his bill, which the commissioners court approved without the county auditor's approval. See *id.* The attorney filed a mandamus proceeding against the auditor to compel her to audit and approve the bill and issue and sign a county check in payment of his claim. See *id.*

The application for the writ of mandamus was denied because the auditor's approval of the claim was a discretionary act. See *id.* at 707. In deciding whether to approve the bill, "the Auditor was required to resolve several daunting questions," including the following:

(1) Was [the County judge's] conduct leading to the criminal charges undertaken in the performance of [his] public duties as County judge?

....

(3) [Was] the County obligated to pay for legal services when there was no agreement or contract between the county and the claimant before the services were rendered?

*Id.* The court noted that the attorney offered no rationale to explain the county's interest in the dismissal of the traffic tickets and that a legal opinion received by the auditor from the criminal district attorney had found that county funds could not be expended on the county judge's legal fees. See *id.* n. 4. Crider suggests that the conduct giving rise to the criminal prosecution must be closely scrutinized.

In *White v. Eastland County*, the county sheriff sued the county for payment of his costs in defending against criminal charges for removing a private fence blocking a county road, acting at the direction of the commissioners court and with the assistance of a county commissioner. The court determined that the county had no duty to defend the sheriff and stated as follows:

**\*7** In other jurisdictions, both statutory and common law generally authorize reimbursement only if the underlying suit or criminal charge arose out of the good faith discharge of an official duty in which the government or public had an interest and if the official prevailed in that suit. Many state courts, like Texas, have found that there is a discretionary power to reimburse officials for their legal fees, but others have found a duty of reimbursement where the official was successful.



The policy issues are best considered by our legislature. The Texas legislature has addressed the problem of frivolous lawsuits against county employees and their cost of counsel in [Section 157.901 \[of the Local Government Code\]](#). Although there may be more safeguards against criminal actions being filed than civil lawsuits, the legislature may wish to consider when or if county officials and employees should be entitled to reimbursement for legal fees spent in defending against criminal charges arising out of actions clearly done in the scope of their duties.

[12 S.W.3d at 104](#) (citation omitted).

The legislature has in fact authorized the state under certain circumstances to pay the attorney's fees incurred by state officers and employees in defending a criminal prosecution. This statute is included in chapter 104 of the Civil Practices and Remedies Code, which provides for indemnifying state officers and employees for damages and other costs adjudged against them in a lawsuit based on conduct in the scope of their employment. See [Tex. Civ. Prac. & Rem. Code Ann. §§ 104.001, .002](#) (Vernon 1997). Section 104.0035 of the code provides for indemnifying a state officer or employee for reasonable attorney's fees incurred in defending a criminal prosecution if “the attorney general determines that the conduct for which the person is criminally prosecuted could give rise to a civil cause of action covered by Section 104.002 [providing for indemnification in civil suits].” *Id.* § 104.0035(a)(2). There are additional conditions. The person must be found not guilty after a trial or appeal, or the complaint, information, or indictment must be dismissed without a plea of guilty or nolo contendere being entered and it must have been dismissed because it was based on mistake, false information, or a similar error. See *id.* § 104.0035(a)(3), (4). Thus, section 104.0035 is directed at indemnifying only the innocent public servant for attorney's fees incurred in defending a criminal action.

Because no legislation applicable to political subdivisions governs the payment of attorney's fees in criminal cases, we must answer your second question on the basis of the policy reflected in analogous statutes, the cases cited in this opinion, and the law of other states. See generally Kimberly K. Winbush, Annotation, [Payment of Attorneys' Services in Defending Action Brought Against Officials Individually as Within Power or Obligation of Public Body](#), 47 A.L.R. 5th 553, 599 (1997) (legal fees of public officials may be paid from public funds only if the official successfully defends criminal charges arising from his or her official responsibilities). We find a Florida case helpful in defining the public interest that might be served by spending public funds to defend members of a governmental body against prosecution for Open Meetings Act violations. See [Askew v. Green, Simmons, Green and Hightower, P.A.](#), 348 So. 2d 1245 (Fla. Dist. Ct. App. 1977), cert. denied, 366 So. 2d 879 (Fla. 1978). Askew addressed the validity of a county ordinance authorizing the payment of public funds for a county commissioner's successful defense of prosecution for violation of the “open public meetings law.” *Id.* at 1246-47. The ordinance benefitted only those commissioners whose alleged offense was conducting public business in private, and who were not found guilty. See *id.* It did not purport to authorize payment for legal expenses of commissioners charged with “bribery, acceptance of unauthorized compensation, or other general criminal statutes.” *Id.*

\*8 The court found that the expenditure served a public purpose, not the private interest of the individual county commissioners, stating that:

there is no public interest in defending guilty officials from prosecution. But it does not follow, absent general law declaring it, that the legislative body of a county is incompetent to relieve innocent officials, prosecuted as officials for conduct while discussing or taking action on county business, from the financial burden of unjustified prosecutions.

*Id.* at 1248. Thus, the county could reasonably find that there was a public purpose in expending public funds to pay “certain costs of unjustified criminal prosecutions of county officers” for alleged violations of the public meetings act. *Id.*

Both the Florida case and [Texas Civil Practices and Remedies Code section 104.0035](#) require the officials to be innocent of the charges as a condition to payment of the attorney's fees from public funds. We believe that a Texas court would find that a city governing body is authorized, but not required, to reimburse a member of the city council for attorney's fees incurred in defending against criminal charges under the Open Meetings Act, that the act must have

been done in the bona fide performance of official duties and that a public interest, rather than a private interest of the individual officer, is served by the expenditure. *See generally* Tex. Att'y Gen. Op. No. JM-824 (1987) at 2 (lawfulness of spending public funds to protect public interest in suit against a public official or employee is a question of fact). Most important, we believe a Texas court would hold, like the Florida court in *Askew*, that there is no public interest in defending a guilty official from prosecution.

The city may not pay the expenses of an official who is found guilty of the charges and must therefore defer its decision to pay the legal expenses until after disposition of the charges. Attorney General Opinion DM-488 is overruled as to its statement that the outcome of the criminal case is not relevant to the appraisal board's decision to reimburse the chief appraiser for his attorney's fees in defending against a criminal charge.

You finally ask whether revenues from the municipal water utility system may be used to pay the attorney's fees of the mayor and city council members if the resolution authorizing payment specified that the monies were to be derived from the city budget, *i.e.*, the general fund. See Request Letter, *supra* note 2, at 1, 4. The resolutions adopted by the city council called for the city's budget to be amended for the "stated purpose." *Id.* at 4. After the meeting, it was apparently determined that there were insufficient funds in the general fund to pay the approved legal fees, and the mayor ordered the city secretary to pay the attorney's fees from the water system fund. See *id.* Because we concluded that the city council resolutions authorizing payment of the attorney's fees are invalid, your third question is hypothetical. We will, however, address the use of city water revenues to pay attorney's fees where such fees have been validly authorized.

\*9 The City of Elmendorf owns and operates its own water department as authorized by chapter 402 of the Local Government Code. See Brenan Brief, *supra* note 1, at 3. The revenues of the department are not encumbered by bonds or impact fees. See *id.* [Section 402.001\(b\) of the Local Government Code](#) provides that "[a] municipality may purchase, construct, or operate a utility system inside or outside the municipal boundaries and may regulate the system in a manner that protects the interests of the municipality." See Tex. Loc. Gov't Ann. [§ 402.001\(b\)](#) (Vernon 1999); see also *id.* [§ 402.001\(a\)](#) (defining utility system to mean a "water, sewer, gas, or electricity system"). According to the plain meaning of [section 402.001\(b\) of the Local Government Code](#), a city may regulate a utility system to protect the interest of the city. See [Tex. Gov't Code Ann. § 311.011\(a\)](#) (Vernon 1998) (stating that words of statutes are to be read in context and construed according to the rules of grammar and common usage). A city may collect sewer charge revenues that render a profit to the city and may place them in the general revenue fund to use for public purposes. See [Bexar County v. City of San Antonio, 352 S.W.2d 905, 908 \(Tex. Civ. App.-San Antonio 1961, writ dismissed\)](#); see also [City of Texarkana v. Wiggins, 246 S.W.2d 622 \(Tex. 1952\)](#) (city operated water system at a profit). The water system revenues of City of Elmendorf are handled in the same way. The city's attorney informs us that "[t]he Elmendorf water system is proprietary in nature, and provides the bulk of the revenues for operation of the city government." Brenan Brief, *supra* note 1, at 3. Accordingly, we find no statutory prohibition against placing water system revenues in the city's general fund to be used for public purposes. The city's budget must in fact show "the funds received from all sources during the preceding year," and the "funds available from all sources during the ensuing year." [Tex. Loc. Gov't Code Ann. § 102.003\(b\)\(3\), \(4\)](#) (Vernon 1999). If the city council were to take valid action to pay the attorney's fees of a city council member, the fees could be paid from water system revenues.

## SUMMARY

A city council member is disqualified from voting on a resolution to pay his or her own legal fees or the legal fees of another city council member indicted on the same facts for the same offense.

Although it is not required to do so, a city council may spend public funds to reimburse a city council member for the legal expenses of defending against an unjustified prosecution for Open Meetings Act violations. It may not decide to pay for such legal expenses until it knows the outcome of the criminal prosecution. The city may not pay the expenses of a city council member who is found guilty of such violations.

If the city council were able to take valid action to pay the attorney's fees of a city council member, the fees could be paid from the revenues of the city's water system revenues operated under chapter 402 of the Local Government Code.

**\*10** Attorney General Opinion No. DM-488 (1998) is overruled with respect to its statement that the disposition of charges in a criminal case against a chief appraiser is not relevant to the appraisal board's decision to reimburse him for his legal fees in defending against the charges.

Yours very truly,  
John Cornyn  
Attorney General of Texas

Andy Taylor  
First Assistant Attorney General

Clark Kent Ervin  
Deputy Attorney General  
General Counsel

Susan D. Gusky  
Chair  
Opinion Committee

Susan L. Garrison  
Assistant Attorney General  
Opinion Committee

[\[FN1\]](#). See Brief from Michael S. Brennan, Elmendorf City Attorney, to Elizabeth Robinson, Chair, Opinion Committee at 1 (June 2, 2000) (on file with Opinion Committee) [hereinafter Brennan Brief].

[\[FN2\]](#). See Letter from Honorable Susan D. Reed, Criminal District Attorney, Bexar County, to Honorable John Cornyn, Texas Attorney General at 1-2 (May 2, 2000) (on file with Opinion Committee) [hereinafter Request Letter].

Tex. Atty. Gen. Op. JC-0294, 2000 WL 1563173 (Tex.A.G.)

END OF DOCUMENT

## Discuss Real Estate

### Commissioners Court - Regular Session

**Date:** 04/05/2011  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Executive Session

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#### Information

##### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

#### 1. Proposed or potential purchase or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for 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**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Charlie Crossfield      Started On: 03/31/2011 09:52 AM  
Final Approval Date: 03/31/2011

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## Economic Development Commissioners Court - Regular Session

Date: 04/05/2011  
Submitted By: Mary Clark, Commissioner Pct. #1  
Submitted For: Mary Clark  
Department: Commissioner Pct. #1  
Agenda Category: Executive Session

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### Information

#### Agenda Item

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit Project Fan.)

#### Background

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### Fiscal Impact

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

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Mary Clark      Started On: 03/30/2011 01:14 PM  
Final Approval Date: 03/30/2011

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## Senior Officials and Executive Management BioWatch Briefing Commissioners Court - Regular Session

**Date:** 04/05/2011  
**Submitted By:** Bride Roberts, Health District  
**Submitted For:** Dr. Chip Riggins  
**Department:** Health District  
**Agenda Category:** Executive Session

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### Information

#### Agenda Item

Discuss Homeland Security Air Sampling Program (EXECUTIVE SESSION as per VTCA Govt Code Section 551.076 – Deliberations regarding Security Devices).

#### Background

BRIEFING REGARDING HOMELAND SECURITY AIR SAMPLING PROGRAM AND  
RELATED LOCAL RESPONSE CAPABILITIES

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### Fiscal Impact

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

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Bride Roberts      Started On: 03/31/2011 10:00 AM  
Final Approval Date: 03/31/2011

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