

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**MAY 3RD, 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, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

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

( Items 5 – 10 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-001100	Salaries	2000.00	
To	0100-0509-001110	Overtime	2000.00	

6. Consider approving donation to Victim Assistance from GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$89.00
7. Consider approving the Treasurer's Report on the Williamson County Finances for March 2011.

8. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.
9. Consider various road and lane closures on May 8, 2011 from 7:00 a.m. until 10:30 a.m. for ARC Daisy 5K.
10. Discuss and take appropriate action on final plat approval of Durham Park, Section 4, Replat of Lot 7, Pct. 2.

## **REGULAR AGENDA**

11. Hear update on Local Initiative Project activities under the counterfeit inspection certificate program.
12. Discuss and take appropriate action on road bond program.
13. To discuss and take appropriate action on the approval of the Advance Funding Agreement (AFA) with TxDOT for RR 620, Cornerwood to Wyoming Springs.
14. Consider authorizing the County Judge to execute an Amended Possession and Use Agreement with APW Corp. and Bobby G. Stanton for right-of-way needed on SH 195. (P122-P125).
15. Consider authorizing 2006 road bond transfer request recommended by Mike Weaver, Road Bond Manager to move \$750,000.00 from Non-Departmental (P156) to Pearson Ranch Rd./SH 45/RM 620 (P222).
16. Discuss and take appropriate action regarding 2012 TCDRS Employer Contribution Rate.
17. Discuss and take appropriate action concerning approving reorganization of staff positions in the Magistrate's Office.
18. Discuss and take appropriate action on the recommended FY11 Community Development Block Grant allocation.
19. Consider recommendation of the Williamson County Conservation Foundation on WCCF board membership and take appropriate action on affirming the recommendations.
20. Discuss and consider approving a salary grievance committee, including alternates.
21. Discuss and take appropriate action on the Public Safety Technology Program
22. Discuss and take possible action regarding roles and responsibilities of legal counsel, outside attorneys, and other attorneys who work for the county.

23. Consider authorizing advertising and setting date of June 1, 2011 at 3:00pm in the Purchasing Department to receive proposals for EMPLOYEE HEALTH & WELLNESS CENTER MANAGEMENT AND OPERATIONS, proposal# 11WCP1007.
24. Consider authorizing the renewal of our current contract with Austin Traffic Signal Construction Co., L.P., providing traffic signal maintenance services to the County. There are no changes to prices, terms, or conditions of the current contract.
25. Discuss and take possible action regarding Texas legislative issues and bills that relate to county business.

## **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)."***

26. 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.

- 27.** 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.
- 28.** Discuss and take appropriate action on real estate.
- 29.** 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.

**30. Comments from Commissioners.**

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Dan A. Gattis, County Judge

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

## Line Item Transfer

### Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Shirley Taylor, Facilities Maintenance  
**Submitted For:** Gary Wilson  
**Department:** Facilities Maintenance  
**Agenda Category:** Consent

#### Information

##### Agenda Item

Discuss and consider approving a line item transfer for Facilities.

##### Background

We have had more than anticipated evening and week end emergency call outs. Our overtime salary line item is down to \$44.76 from it's original \$4000. We are asking for a line item transfer from salaries to overtime of \$2000. These funds are available in the salaries line item due to time lapses between the loss of personnel and hiring personnel.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-001100	Salaries	2000.00	
To	0100-0509-001110	Overtime	2000.00	

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	04/28/2011 08:50 AM	APRV
4	Budget	Ashlie Koenig	04/28/2011 09:11 AM	APRV

Form Started By: Shirley Taylor  
 Started On: 04/28/2011 08:32 AM  
 Final Approval Date: 04/28/2011

## Victim Assistance donation Commissioners Court - Regular Session

Date: 05/03/2011  
Submitted By: Peggy Braun, Sheriff  
Submitted For: Peggy Braun  
Department: Sheriff  
Agenda Category: Consent

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### Information

#### Agenda Item

Consider approving donation to Victim Assistance from GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$89.00

#### Background

Check from GRC Wireless, Inc.

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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: Peggy Braun  
Started On: 04/28/2011 08:38 AM  
Final Approval Date: 04/28/2011

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## Treasurers Report on the Williamson County Finances March 2011 Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Celia Villarreal, County Treasurer  
**Submitted For:** Vivian Wood  
**Department:** County Treasurer  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for March 2011.

#### Background

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### Fiscal Impact

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

Link: [Treasurers Report March 2011](#)

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### Form Routing/Status

Form Started By: Celia Villarreal      Started On: 04/26/2011 03:33 PM  
Final Approval Date: 04/28/2011

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TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF VIVIAN L. WOOD  
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT  
WILLIAMSON COUNTY, TEXAS  
IN REGULAR SESSION  
MARCH TERM 2011

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **MARCH 2011**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$328,393,612.35.

\_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_  
Lisa Birkman, Commissioner Pct. 1

\_\_\_\_\_  
Cynthia Long, Commissioner Pct. 2

\_\_\_\_\_  
Valerie Covey, Commissioner Pct .3

\_\_\_\_\_  
Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the \_\_\_\_\_ day \_\_\_\_\_, A.D., 2011.

\_\_\_\_\_  
Attest: Nancy E. Rister, County Clerk  
Clerk of the Commissioners Court in and for  
Williamson County, Texas

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

AGENDA DATE \_\_\_\_\_ AGENDA NUMBER \_\_\_\_\_

## LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance March 31, 2011
GENERAL FUND	\$ 21,999,300.00
TOBACCO FUNDS	\$ 3,200,000.00
CO RECORDS ARCHIVE	\$ 1,300,000.00
DEBT SERVICE	\$ 9,994,375.00
ROAD & BRIDGE	\$ 8,494,375.00
CAPITAL PROJECTS FUND	\$ 40,990,131.94
<b>TOTAL</b>	<b>\$ 85,978,181.94</b>

**WILLIAMSON COUNTY  
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

<b>ACCOUNT NAME</b>	<b>TEXPOOL BALANCE 3/31/2011</b>	<b>TEXPOOL PRIME BALANCE 3/31/2011</b>	<b>TEXSTAR BALANCE 3/31/2011</b>	<b>GRAND TOTAL</b>
COURTHOUSE SECURITY	77,608.29			77,608.29
COUNTY RMP	847,172.76			847,172.76
GENERAL FUND	37,839.10	49,842,968.47		49,880,807.57
LIBRARY FUND	604,540.26			604,540.26
COURT REPORTER SVC	685,613.61			685,613.61
TOBACCO FUNDS	8,402.28	562,145.05		570,547.33
KARST	1,653,987.84			1,653,987.84
CO RECORD ARCHIVE	406,542.60			406,542.60
TCEQ AIR CHECK GRANT	1,160,956.29			1,160,956.29
ROAD AND BRIDGE	24,441.95	12,140,937.96		12,165,379.91
TOTAL CO'S & BOND	16,401,427.32	78,936,959.01	2,043,828.77	97,382,215.10
DEBT SERVICE	484,584.99	23,693,916.66		24,178,501.65
BENEFITS	13,144.52	169,796.92		182,941.44
2008 TAN	97,274.71	4,553,093.52		4,650,368.23
*RESTRICTED FUNDS	1,650,469.83			1,650,469.83
<b>TOTALS</b>	<b>\$ 24,154,006.35</b>	<b>\$ 169,899,817.59</b>	<b>\$ 2,043,828.77</b>	<b>\$ 196,097,652.71</b>

\*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

## SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation March 31, 2011	
GENERAL FUND	\$	44,337,641.69
PAYROLL	\$	1,104,683.28
CSCD TREASURER	\$	875,452.73
<b>TOTAL</b>	<b>\$</b>	<b>46,317,777.70</b>

Bank Statement Reconciliation Report  
Ending March 31, 2011  
**GENERAL FUND ACCOUNT**

BALANCE PER BANK	\$	49,029,236.94
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ADD:		
OUTSTANDING DEPOSITS	\$	108.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(4,691,703.25)

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>44,337,641.69</u></b>
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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	44,158,809.37
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ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL APRIL 2011	\$	161,874.15

SUBTRACT:		
INSUFFICIENT FUNDS CHECKS	\$	(65.00)

BANK INTEREST 0.405%	\$	17,023.17
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<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>44,337,641.69</u></b>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

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Bank Statement Reconciliation Report  
Ending March 31, 2011  
**PAYROLL FUND ACCOUNT**

BALANCE PER BANK	\$	1,145,450.71
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(6,710.47)
ESCROW OUTSTANDING CHECKS	\$	(34,056.96)
ADJUSTMENTS:		
	\$	0.00

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>1,104,683.28</u></b>
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BOOK BALANCE	\$	1,104,683.28
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
BANK INTEREST EARNED \$518.77 at 0.405%		
(Payroll interest is <i>NOT</i> considered revenue by the Auditors.)		
ADJUSTMENTS:		
OUTSTANDING DEPOSIT	\$	

<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>1,104,683.28</u></b>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

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Bank Statement Reconciliation Report  
Ending March 31, 2011  
**CSCD ACCOUNT**

BALANCE PER BANK	\$	890,662.38
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ADD:		
OUTSTANDING DEPOSITS	\$	0.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(15,209.65)

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>875,452.73</u></b>
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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	875,283.29
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ADD:		
OUTSTANDING DEPOSIT	\$	0.00

SUBTRACT:		
	\$	0.00

BANK INTEREST 0.405%	\$	169.44
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<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>875,452.73</u></b>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

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## GENERAL FUND TOTAL REVENUES

Account Name	TOTAL March 2011
TOTAL TAXES	\$ 1,621,791.30
TOTAL FEES OF OFFICE	\$ 665,346.05
TOTAL FINES AND FORFEITURES	\$ 455,332.03
TOTAL CHARGES FOR SERVICES	\$ 1,678,527.26
TOTAL INTERGOVERNMENTAL	\$ 371,903.05
TOTAL INVESTMENT INCOME/OTHER	\$ 89,569.04
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<b>TOTAL REVENUES</b>	<b>\$ 4,882,468.73</b>



## GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL March 2011	
TOTAL GENERAL GOVERNMENT	\$	3,184,671.07
TOTAL PUBLIC SAFETY	\$	7,368,448.59
TOTAL JUDICIAL	\$	1,854,512.26
TOTAL COMMUNITY SERVICES	\$	499,374.89
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<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>12,907,006.81</b>

## Asset Transfers

### Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Patrick Strittmatter  
**Department:** Purchasing  
**Agenda Category:** Consent

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#### Information

##### Agenda Item

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

##### Background

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#### Fiscal Impact

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

Link: [Weekly Asset Transfers](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 04/27/2011 09:12 AM  
Final Approval Date: 04/28/2011

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# 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  
☒ SALE at the earliest auction \*    ☐ DONATION to a non-county entity    ☐ DESTRUCTION due to Public Health / Safety

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2002 DELL INSPIRON 8200 Laptop/Charger - Model NO. PP01X	SERVICE TAG D0QKX11	C00538	Non-Working
1	2005 CANON LC710 FAX	SERVICE TAG KAG19783	N/A	Working
2	5-Drawer File Cabinets (locks are broken)	N/A	N/A	Non-Working
1	Brown Chair	N/A	N/A	Working
1	2007 Brute Sght Shredder - B400	N/A	N/A	Non-Working

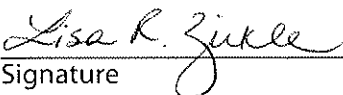
**Parties involved:****FROM** (Transferor Department): HUMAN RESOURCES**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

LISA R. ZIRKLE

SUZANNE R. HAYS

Print Name

Print Name



Signature

943-1604

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 \_\_\_\_\_



# Williamson County

## Vehicle Status Change Form

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

1) Identify Vehicle:

1GCEC19V23Z290548

PARKS

PB0312

Vehicle Identification Number

Department

Door Number

1091773

2003

CHEVROLET

1500 P/U

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 121222

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print JIM RODGERS

Signature

Date

April 20, 2011

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

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

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

☐ TRANSFER between county departments

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

Comments:

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

Receiving Department:

☐ OTHER

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

Print Name:

Signature and Date:

Contact name and Number:

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

☐ Forward forms and reports to County Auditor's Office

Print MIKE FOX III

Signature

Date

4-21-11



# Williamson County

## Vehicle Status Change Form

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

1) Identify Vehicle:				
2FAFP71W55X123597		CONSTABLE PCT#3		3A0514
Vehicle Identification Number		Department		Door Number
172BWZ	2005	FORD	CROWN VIC	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. Williamson County Fleet Incident/Crash/Vandalism Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 101404				
<input type="checkbox"/> Not mechanically sound				
<input type="checkbox"/> Other: Explain				
3) Elected Official/Department Head/Authorized Staff				
Print THERESA LOCK		Signature <i>Theresa Lock</i>		Date 4-20-2011

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

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print <i>Mike Fox</i>	Signature <i>Mike Fox</i> Date 4-21-11



# Williamson County

## Vehicle Status Change Form

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

1) Identify Vehicle:				
2FAFP71W41X193103		CONSTABLE PCT#3		3A0109
Vehicle Identification Number		Department		Door Number
893551	2001	FORD	CROWN VIC	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. Williamson County Fleet Incident/Crash/Vandalism Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 93226				
<input type="checkbox"/> Not mechanically sound				
<input type="checkbox"/> Other: Explain				
3) Elected Official/Department Head/Authorized Staff				
Print THERESA LOCK		Signature <i>Theresa Lock</i>		Date 4-20-2011

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

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print <i>Mike Fox</i>	Signature <i>Mike Fox</i> Date 4-20-11

## **Austin Runners Club Annual Dukes and Daisies 5K Commissioners Court - Regular Session**

**Date:** 05/03/2011  
**Submitted By:** Mary Clark, Commissioner Pct. #1  
**Submitted For:** Mary Clark  
**Department:** Commissioner Pct. #1  
**Agenda Category:** Consent

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### **Information**

#### **Agenda Item**

Consider various road and lane closures on May 8, 2011 from 7:00 a.m. until 10:30 a.m. for ARC Daisy 5K.

#### **Background**

The Austin Runners Club will hosts its 34th Annual Daisy 5K on May 8, 2011. An estimated 1,000 runners and spectators will take part in the race. The race will begin at 8:00 a.m. at The Round Rock Premium Outlets near I-35 and Westinghouse Rd. and will conclude at the finish line area located in the back of the Round Rock Premium Outlets.

The proposed route utilizes Terra Vista Parkway, Centerbrook Place, Tree Path, Bent Wood Place and Clear Meadow.

The roads with lane reductions include:

- Terra Vista Parkway, between the outlet center north entrance and Centerbrook Place and between Clear Meadow and the north entrance road to the outlet center
- Centerbrook Place between Terra Vista Parkway and Tree Path
- Lone Tree Path between Tree Path and Bent Wood Place
- Bent Wood Place between Lone Tree Path and Clear Meadow
- Clear Meadow between Bend Wood Place and Terra Vista Parkway
- Terra Vista Parkway between Bent Wood Place and the north entrance road to the outlet center

A comprehensive traffic control plan, which has been approved by the City of Round Rock, will be used to position barricades along the route as well as officers of the Round Rock Police Department.

Public notice signs will go out along the route, as well as letters to business and residences.

The county engineer, sheriff's department and EMS have all reviewed and approved the plan.

The traffic control plan is attached as well as the approval letter from the City of Round Rock, a map of the route and sample of the notice that will be sent to homeowners and

businesses in the area.

This is the same exact route and plan that was approved by the court and City of Round Rock last year and we received no complaints, as a matter of fact the Austin Runners Club received many compliments on the race and the route.

Contact person is:

Megan Baker

(412) 498-5800

[meg\\_r\\_baker@yahoo.com](mailto:meg_r_baker@yahoo.com)

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**Fiscal Impact**

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

Link: [Dukes and Daisies Traffic Plan](#)

Link: [Dukes and Daisies Back up](#)

Link: [5K notification](#)

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**Form Routing/Status**

Form Started By: Mary Clark      Started On: 04/28/2011 09:53  
AM

Final Approval Date: 04/28/2011

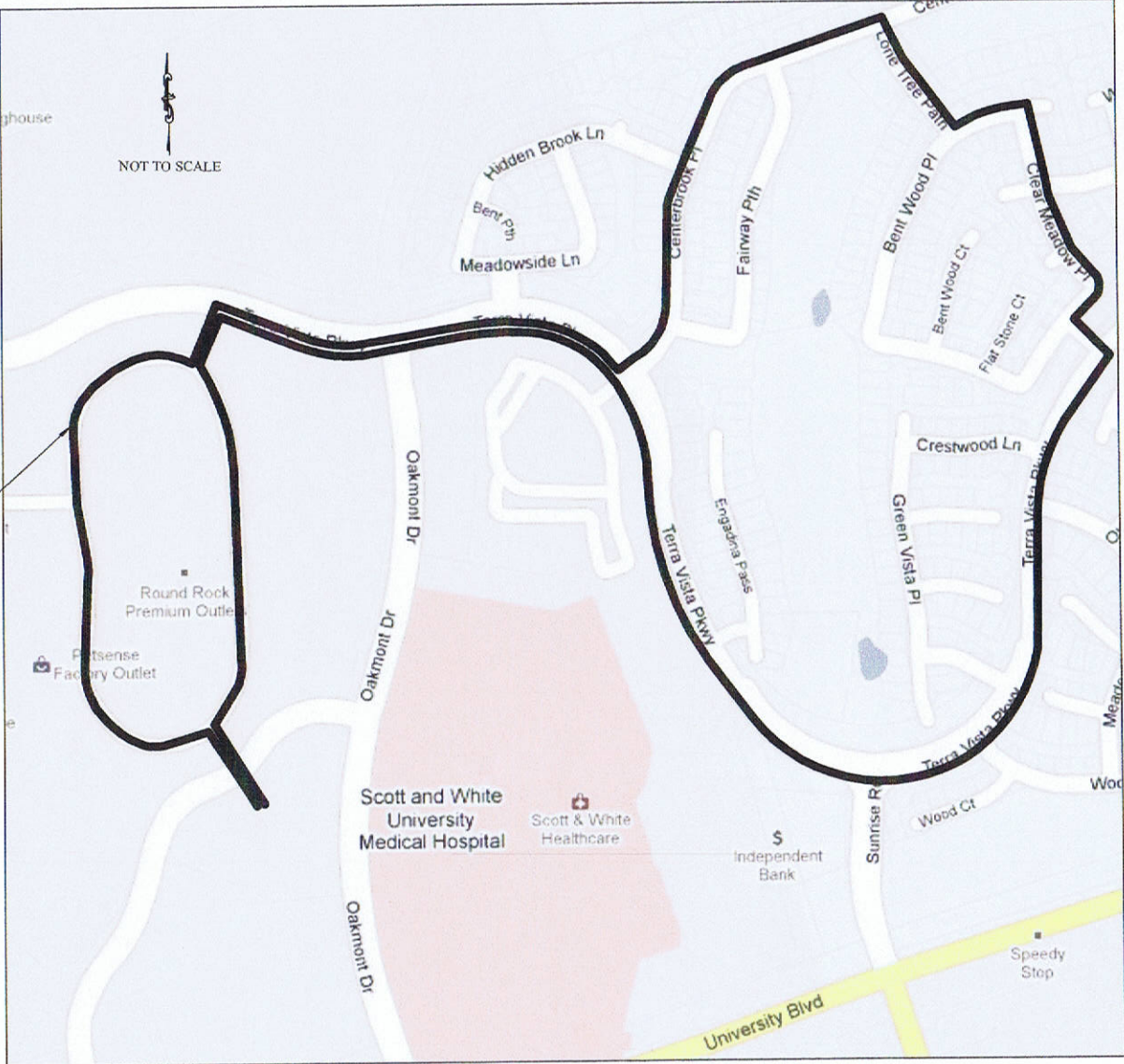
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# TRAFFIC CONTROL PLAN FOR THE DUKES & DAISIES 5K

<u>SHEET #</u>	<u>SHEET NAME</u>
1	COVER SHEET
2	LEGEND, NOTES & STANDARDS
3 - 6	TRAFFIC CONTROL PLANS

COURSE



LOCATION MAP

EVENT DATE: MAY 8, 2011 EVENT START TIME: 0700  
TRAFFIC CONTROL SETUP TIME: START @ 0500 AM SET BY 0630

SUBMITTED BY:  
GARRY L SILAGI  
SD&D, LLC.

MARCH 2011  
DATE

	<p><b>LOC Consultants</b> FIRM NO. 4756 Civil Structural Environmental Engineers 1000 East Cesar Chavez, Suite 100 AUSTIN, TEXAS 78702-4208 Ph. (512) 499-0908 Fax (512) 499-0907</p>	<p>We're Working For You <b>sdd &amp; LLC</b> CONSULTANT SERVICES 131 Old Stone Road Cedar Creek, Texas 78612 (p) 512-350-7840 (email) garry@sdd-llc.com</p>	<p><b>SHEET</b> <b>1</b> ©COPYRIGHT, 2010 - 2011</p>
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## Mary Clark

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**From:** Nickey Lawrence  
**Sent:** Wednesday, April 13, 2011 8:07 AM  
**To:** Tammy Smith; Mary Clark  
**Subject:** FW: ARC - Dukes & Daisies 5K and Kids K - May 8th, 2011  
**Attachments:** Signed 2011 Dukes and Daisies 5K.pdf; REV Signed 2011 dukes and daisies cover shet.pdf

**Follow Up Flag:** Follow Up  
**Flag Status:** Flagged

*Nickey Lawrence*

---

**From:** Lydia Linden  
**Sent:** Wednesday, April 13, 2011 7:51 AM  
**To:** Nickey Lawrence; Greg Bergeron  
**Subject:** FW: ARC - Dukes & Daisies 5K and Kids K - May 8th, 2011

I received the attached this morning in my email. Not sure if these need to go to court or not, I will be out of the office most of the day. If someone can take care of this that would be great, or let me know what it is I need to do.

Thanks

*Lydia Linden*  
[llinden@wilco.org](mailto:llinden@wilco.org)  
*Williamson County Road & Bridge*  
*3151 S.E. Inner Loop #B*  
*Georgetown TX 78626*  
*phone: (512)-943-3330*

---

**From:** Megan Baker [mailto:meg\_r\_baker@yahoo.com]  
**Sent:** Tuesday, April 12, 2011 3:45 PM  
**To:** Joe England  
**Cc:** Lydia Linden  
**Subject:** ARC - Dukes & Daisies 5K and Kids K - May 8th, 2011

Hi Joe -

The Austin Runners Club is planning to hold our annual 5K event at the Round Rock Premium Outlets on May 8th, 2011. The race begins at 8am, and we plan to be on site from approximately 6am till 11am.

I have submitted an application for an events permit with Monique Adams of the City of Round Rock. I also have been working with Jana Griswold of the Round Rock Premium Outlets. I have requested copies of our insurance certificates and am still waiting on the delivery of those (but expect them within the week). I've attached our approved Traffic Control Plan and an updated cover sheet with the corrected race date.

What do I need to do for Williamson County to ensure our event proceeds smoothly?

Let me know!

Thanks,

Megan Baker

President, Austin Runners Club

----- Forwarded Message -----

**From:** Monique Adams <madams@round-rock.tx.us>

**To:** Megan Baker <meg\_r\_baker@yahoo.com>

**Sent:** Tue, March 22, 2011 12:59:28 PM

**Subject:** Williamson County Contact

Megan,

The contact at Williamson County is Joe England – County Engineer – [jengland@wilco.org](mailto:jengland@wilco.org). The approval may have to go to Commissioner's Court which I believe meet every Tuesday. I suggest you contact Mr. England to determine what information he will need for the approval allowing for enough time to submit it to Commissioner's Court. I also spoke with Lydia Linden about this so you may want to include her on your correspondence – [llinden@wilco.org](mailto:llinden@wilco.org). You can reach both of them at 943-3330.

Thanks,

*Monique Adams*

City of Round Rock

221 E. Main Street

Round Rock, TX 78664

P: 512-218-3234

F: 512-218-7097

*How are we doing?*



March 16, 2010

Dear Round Rock Residents and Businesses,

On May 16, 2010 the ARC Daisy 5K will take place on the streets of Round Rock. An estimated 1,000 runners and spectators will take part in the race. The Austin Runners Club hosts its 33rd Annual Daisy 5K. Traditionally a women's only race held on Mother's Day, this race has evolved to include male runners so that women can run with their families and to change the date so that everyone can relax with their moms, grandmothers, and kids on Mother's Day.

The Daisy 5K still offers special amenities that moms will enjoy, like free child care during the race, a stroller division, and a separate women's only start. The Daisy Kids K is for kids of all ages. Parents are welcome to run with their children or along the side of the course.

The race will begin at 8:00am at The Round Rock Premium Outlets near I-35 and Westinghouse Rd. and will conclude at the finish line area located on back at the Round Rock Premium Outlets.

The proposed route utilizes Terra Vista Parkway, Centerbrook Place, Tree Path, Bent Wood Place and Clear Meadow. Please see the attached map for the proposed race route.

Sunday May 16, the roads with lane reductions include:

- Terra Vista Parkway, between the outlet center north entrance and Centerbrook Place and between Clear Meadow and the north entrance road to the outlet center
- Centerbrook Place between Terra Vista Parkway and Tree Path
- Lone Tree Path between Tree Path and Bent Wood Place
- Bent Wood Place between Lone Tree Path and Clear Meadow
- Clear Meadow between Bent Wood Place and Terra Vista Parkway
- Terra Vista Parkway between Bent Wood Place and the north entrance road to the outlet center

A comprehensive traffic control plan, which will be approved by the City of Round Rock, will be used to position barricades along the route as well as officers of the Round Rock Police Department. Public notice signs will go out along the route, 14 days prior to the event along with letters to business and residences.

If you have any further questions please visit [www.daisy.austinrunners.org](http://www.daisy.austinrunners.org) or email me at [David@Raceworksinc.com](mailto:David@Raceworksinc.com).

Sincerely,

David Grice  
512-536-6987 (o)  
512-536-6961 (f)  
[David@Raceworksinc.com](mailto:David@Raceworksinc.com)

## Final Plat Approval for Durham Park, Sec 4, Block A, Replat Lot 7 Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Nickey Lawrence, Unified Road System  
**Submitted For:** Joe England  
**Department:** Unified Road System  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Discuss and take appropriate action on final plat approval of Durham Park, Section 4, Replat of Lot 7, Pct. 2.

#### Background

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### Fiscal Impact

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

Link: [Projects Subdivisions Durham Park Sec 4, Block A, Replat of Lot 7](#)

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### Form Routing/Status

Form Started By: Nickey Lawrence  
Started On: 04/19/2011 03:06 PM  
Final Approval Date: 04/20/2011

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## LIBERTY HILL, WILLIAMSON COUNTY, TEXAS

**PLAT PAGE 1 OF 2**





# REPLAT OF LOT 7, BLOCK A, DURHAM PARK, SECTION FOUR

## LIBERTY HILL, WILLIAMSON COUNTY, TEXAS

### STATE OF TEXAS COUNTY OF WILLIAMSON

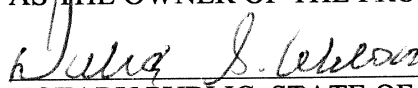
THAT WE, BRADY SCOTT KEENE AND LEAH LIZABETH KEENE, AS THE OWNER OF THAT CERTAIN 10.77 ACRES OUT OF LOT 7, BLOCK A, DURHAM PARK, SECTION FOUR, A SUBDIVISION RECORDED IN CABINET C, SLIDES 97-99, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 2010055739, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOT 7, BLOCK A, DURHAM PARK, SECTION FOUR". IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

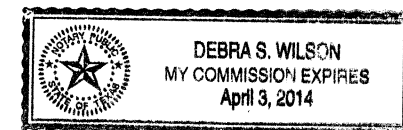
  
BRADY SCOTT KEENE  
102 ASPEN TRAIL  
GEORGETOWN, TX. 78626

  
LEAH LIZABETH KEENE  
102 ASPEN TRAIL  
GEORGETOWN, TX. 78626

### STATE OF TEXAS COUNTY OF WILLIAMSON


BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED BRADY SCOTT KEENE, KNOWN TO ME TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

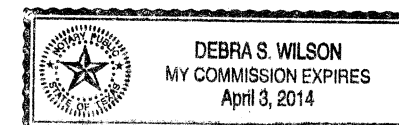
  
NOTARY PUBLIC, STATE OF TEXAS



### STATE OF TEXAS COUNTY OF WILLIAMSON


BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LEAH LIZABETH KEENE, KNOWN TO ME TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

  
NOTARY PUBLIC, STATE OF TEXAS




### STATE OF TEXAS COUNTY OF WILLIAMSON

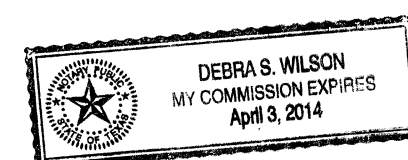
THAT I, FIRST TEXAS BANK, GEORGETOWN, TEXAS, THE LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NUMBER 2010055739, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY JOIN, APPROVE, AND CCSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOT 7, BLOCK A, DURHAM PARK, SECTION FOUR".

  
BARRY J. HAAG  
FOR FIRST TEXAS BANK, GEORGETOWN, TEXAS  
5321 WILLIAMS DRIVE  
GEORGETOWN, TX. 78626

### STATE OF TEXAS COUNTY OF WILLIAMSON

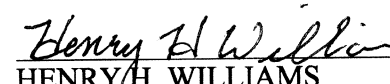
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED BARRY J. HAAG, KNOWN TO ME TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

  
NOTARY PUBLIC, STATE OF TEXAS



### STATE OF TEXAS COUNTY OF WILLIAMSON

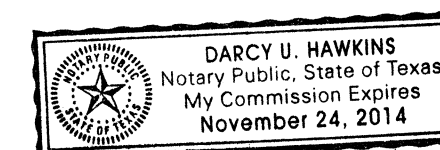
THAT I, HENRY H. WILLIAMS, AS THE OWNER OF THAT CERTAIN 1.82 ACRES OUT OF LOT 7, BLOCK A, DURHAM PARK, SECTION FOUR, A SUBDIVISION RECORDED IN CABINET C, SLIDES 97-99, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME 1.82 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2010057350, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOT 7, BLOCK A, DURHAM PARK, SECTION FOUR". IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

  
HENRY H. WILLIAMS  
201 JENKINS DAVIS ROAD  
LIBERTY HILL, TX. 78642

### STATE OF TEXAS COUNTY OF WILLIAMSON

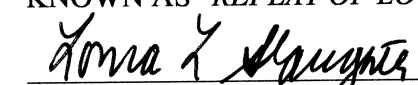
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED HENRY H. WILLIAMS, KNOWN TO ME TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

  
NOTARY PUBLIC, STATE OF TEXAS



### STATE OF TEXAS COUNTY OF WILLIAMSON

~~THAT I, PRIME LENDING, A PLAINSCAPITAL COMPANY, THE LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NUMBER 2010057350, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF LOT 7, BLOCK A, DURHAM PARK, SECTION FOUR".~~

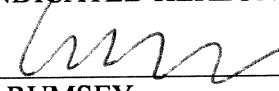
  
ALLAN B. POLUNSKY, Vice President  
FOR PRIME LENDING, A PLAINSCAPITAL COMPANY  
8480 Stagecoach Circle (ADDRESS)  
Frederick, MD 21701  
MAC-3802-03A

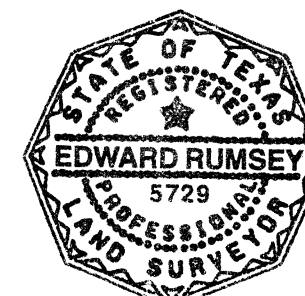
### STATE OF TEXAS COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ~~ALLAN B. POLUNSKY~~, KNOWN TO ME TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

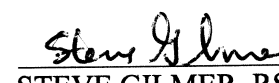
NOTARY PUBLIC, STATE OF TEXAS

I, EDWARD C. RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY MONUMENTATION ARE IN PLACE AS INDICATED HEREON

  
EDWARD C. RUMSEY  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5729  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS, 78729  
PHONE 512-249-8149 FAX 512-331-5217



BASED UPON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY SAID SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, AND WILLIAMSON COUNTY ON-SITE SEWERAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLEY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITHIN IT.

  
STEVE GILMER, RS OS6592  
FOR EXECUTIVE DIRECTOR OF WCCHD

25 MARCH 2011  
DATE

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 22<sup>ND</sup> DAY OF March, 2011.

  
WILLIAMSON COUNTY ADDRESS COORDINATOR

### STATE OF TEXAS COUNTY OF WILLIAMSON

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

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

### STATE OF TEXAS COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_M. AND DULY RECORDED ON THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_.

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

NANCY RISTER, CLERK, COUNTY COURT

## Local Initiative Project update Commissioners Court - Regular Session

Date: 05/03/2011  
Submitted By: Gary Boyd, Parks  
Submitted For: Gary Boyd  
Department: Parks  
Agenda Category: Regular Agenda Items

---

### Information

#### Agenda Item

Hear update on Local Initiative Project activities under the counterfeit inspection certificate program.

#### Background

This is the second of regular updates on activities under the LIP. The LIP is funded through a grant from the Texas Commission on Environmental Quality under the Low Income Repair, Retrofit and Retirement Program (LIRAP) that is administered locally as a part of the Drive a Clean Machine Program, also known as AirCheck Texas.

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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: Gary Boyd  
Started On: 04/27/2011 02:43 PM  
Final Approval Date: 04/28/2011

---



**Discuss and take appropriate action on Advance Funding Agreement with  
TxDOT for RR 620, Cornerwood to Wyoming Springs  
Commissioners Court - Regular Session**

**Date:** 05/03/2011  
**Submitted By:** Lydia Linden, Unified Road System  
**Submitted For:** Robert Daigh  
**Department:** Unified Road System  
**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

To discuss and take appropriate action on the approval of the Advance Funding Agreement (AFA) with TxDOT for RR 620, Cornerwood to Wyoming Springs.

**Background**

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**Fiscal Impact**

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

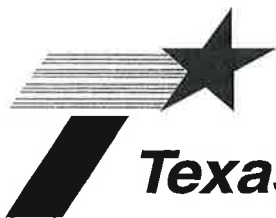
Link: [RR 620](#)

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**Form Routing/Status**

Form Started By: Lydia Linden      Started On: 04/28/2011 08:40  
AM  
Final Approval Date: 04/28/2011

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# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

December 3, 2010

Williamson County  
0683-01-079  
RR 620: Cornerwood to Wyoming Springs

The Honorable Lisa Birkman  
County Commissioner, Precinct 1  
Williamson County  
400 W. Main, Suite 216  
Round Rock, Texas 78664

Dear Commissioner Birkman:

Attached are two original copies of the Advance Funding Agreement (AFA) for the above project. The project consists of the widening of RR 620 to a 4-lane divided roadway from Cornerwood to Wyoming Springs. This agreement as a result of a change in scope of work, when fully executed, will terminate the AFA executed September 18, 2007.

Please return both signed and dated documents to this office for further execution. An executed copy will be returned for your records.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,



Patricia L. Crews-Weight, P.E.  
Director of Design - AUS

## Attachments

cc: John R. Wagner, P.E., Georgetown Area Engineer, TxDOT  
Mike Walker, District Environmental Coordinator, TxDOT  
Dan A. Gattis, County Judge, Williamson County  
Robert B. Daigh, P.E., Senior Director of Infrastructure, Williamson County ✓  
James Klotz, P.E., HNTB

THE STATE OF TEXAS           §  
THE COUNTY OF TRAVIS       §

 **ORIGINAL**

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH  
ON-SYSTEM**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Williamson County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 109460 authorizes the State to undertake and complete a highway improvement generally described as the reconstruction of RR 620 to 4-lane divided roadway; and,

**WHEREAS**, the Local Government and the State executed an Advance Funding Agreement CSJ 0683-01-079 on September 18, 2007; and,

**WHEREAS**, due to a change in scope of work it has been come necessary to terminate that agreement and replace it with this new Advance Funding Agreement CSJ- 0683-01-079; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as reconstructing RR 620 to 4-lane divided roadway from Cornerwood Dr. to Wyoming Springs in Williamson County, hereinafter called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

## **AGREEMENT**

### **Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

### **Article 2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

### **Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **Article 4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **Article 5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

#### **Article 8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

#### **Article 9. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

#### **Article 10. Maintenance**

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

#### **Article 11. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

#### **Article 12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
County Judge Williamson County 710 S. Main Street, Suite 101 Georgetown, Texas 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

#### **Article 13. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

#### **Article 14. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments**

By mutual written consent of the parties, this contract may be amended prior to its expiration.

**Article 16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 18. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
Cathy T. Floyd, CPA  
Regional Director  
South Regional Service Center

**THE LOCAL GOVERNMENT**

Name of the Local Government \_\_\_\_\_ Williamson County

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the reconstruction of RR 620 to 4-lane divided roadway from Cornerwood Dr. to Wyoming Springs, in Williamson County, which is an on-system location. The Local Government's participation is 100% of the cost of this highway improvement project estimated at \$10,000,000.00. The State has estimated the project costs to be as follows:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction	\$10,000,000	0%	\$0	0%	\$0	100%	\$10,000,000
Subtotal	\$10,000,000		\$0		\$0		\$10,000,000
Direct State Costs	\$1,100,000	0%	\$0	100%	\$1,100,000	0%	\$0
Indirect State Costs	\$620,000	0%	\$0	100%	\$620,000	0%	\$0
<b>Total</b>	<b>\$11,720,000</b>		<b>\$0</b>		<b>\$1,720,000</b>		<b>\$10,000,000</b>

Local Government's Participation (100%) = \$10,000,000.00

This is an estimate only. Final participation amounts will be based on actual charges.

### Work Responsibilities

#### Environmental Requirements

- The Local Government shall prepare the appropriate environmental documentation and secure environmental clearance for the Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.
- The Local Government shall provide to the State written documentation from the appropriate regulatory agency(s) that all environmental clearances have been obtained, prior to advertising for bids.

#### Engineering Services

- The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards. A project



development schedule of design activities shall be supplied to the TxDOT Georgetown Area Engineer office upon initiation of the Project. Design reviews shall be held for 45% and 95% plans in accordance with the Austin District's Project Development Review Process.

- C. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- D. The Local Government shall submit the completed PS&E to the AUS District Design Office for review and approval at least 14 weeks prior to the Local Government's anticipated bid opening date.

#### **Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

#### **Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.
- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the State will review and approve all contract change orders.

**APW Corp. and Stanton Amended Possession and Use Agreement - SH 195 (P122-P125)****Commissioners Court - Regular Session**

**Date:** 05/03/2011  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider authorizing the County Judge to execute an Amended Possession and Use Agreement with APW Corp. and Bobby G. Stanton for right-of-way needed on SH 195. (P122-P125).

**Background**

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**Fiscal Impact**

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

Link: [APW Stanton PUA SH 195 P122 thru P125](#)

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**Form Routing/Status**

Form Started By: Charlie Crossfield      Started On: 04/27/2011 09:34 AM  
Final Approval Date: 04/28/2011

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STATE OF TEXAS   §  
  §  
COUNTY OF WILLIAMSON                                     §

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

This acquisition is under threat of condemnation.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-H", and any other real property situated on Exhibits "A-H". In the event that a subsequent award of the Special Commissioners or subsequent judgment in any condemnation proceeding is less than the Entry Payment provided by this agreement, GRANTOR is nonetheless entitled to keep the full amount of the Entry Payment.

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

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

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

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

The parties further agree as follows:

1. **THAT BY VIRTUE OF THE GRANTING OF PERMISSION TO THE GRANTEE TO TAKE TEMPORARY POSSESSION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT, GRANTOR DOES NOT WAIVE ANY LEGAL RIGHTS OR DEFENSES UNDER THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION AND STATUTES OF THE STATE OF TEXAS OR ANY OTHER PROVISIONS OF THE LAW THAT GRANTOR MAY HAVE IN CONNECTION WITH THE ACQUISITION OF ANY RIGHTS TO THE PROPERTY BY THE GRANTEE.**
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date that deposit of the Special Commissioners' award is made. If the Special Commissioners award is less than or equal to the Entry Payment so that no additional deposit is required, the date of valuation shall be the date of the Special Commissioners' hearing.
5. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantor's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantor shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantor is or is not the owner of said property, now or in the future.
6. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
7. GRANTEE agrees that once the GRANTOR, in writing, asks for a special commissioner's hearing to be scheduled, a Petition in Condemnation will be filed within thirty (30) days after said written request is received. Furthermore, both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR asks for a special commissioners' hearing to be scheduled. Any award that exceeds \$285,239.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

8. GRANTEE agrees to indemnify and hold GRANTOR harmless from any damages or other losses to third parties resulting from any acts or omissions of the GRANTEE, its employees, agents or assigns, in carrying out the activities and tasks permitted by this Agreement on the Property.

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

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR:**

APW CORP, a Texas corporation

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
BOBBY G. STANTON

**GRANTEE:**

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
County Judge Dan A. Gattis  
Williamson County, Texas

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011  
by Bobby Stanton, in the capacity and for the purposes and consideration recited herein.

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

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

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

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

After recording return to:

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

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 122-E

BEING a 0.087 acre (3,770 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.087 acre tract is out of and a part of the residue of a 50.55 acre tract (Tract One) of land conveyed by Joseph Everett Sybert, Jr. and wife, Linda Kay Sybert to APW Corporation by deed recorded August 30, 2002 as Document No. 2002066778 of the Official Public Record of Williamson County, Texas, said 0.087 acre tract is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for a southern angle point of the above referenced 50.55 acre tract and an angle point in a northwest line of a 17.55 acre tract owned by Bobby G. Stanton by deed recorded August 29, 2002 as Document No. 2002066777 of said Official Public Records, said point is located 485.97 feet left of Proposed SH 195 Baseline Station 1722+92.59;

THENCE South 45° 13' 32" West with the common line of the said 17.55 acre tract and the said 50.55 acre tract for a distance of 366.21 feet a calculated point in the existing northeast right of way line of State Highway 195 (SH 195), said point being the south corner of said 50.55 acre tract and the most westerly corner of the above referenced 17.55 acre tract, from which a 1/2 inch iron rod found for witness bears North 50° 34' 25" East a distance of 0.79 feet, said point is located 125.87 feet left of Proposed SH 195 Baseline Station 1723+56.61;

THENCE North 32° 02' 49" West with the said existing northeast right of way line of SH 195 and with the southwest line of said 50.55 acre tract for a distance of 163.68 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set for a point of curvature, from which a TxDOT Type I concrete monument found bears North 57° 55' 06" West a distance of 7.02 feet, said monument being located 133.33 feet left of Proposed SH 195 Baseline Station 1721+95.83;

THENCE continuing with the said existing northeast right of way line of SH 195 in a northwesterly direction and with a curve turning to the left for an arc distance of 16.13 feet, said curve has a radius of 8235.11 feet, a delta angle of 0° 06' 44", a chord bearing of North 32° 06' 11" West, and a chord distance of 16.13 feet to a 5/8 inch iron rod with



EXHIBIT \_\_\_\_\_

TxDOT aluminum cap set for the POINT OF BEGINNING of the herein described tract, said rod is located 134.24 feet left of Proposed SH 195 Baseline Station 1721+80.00;

1. THENCE continuing with the said existing northeast right of way line of SH 195 in a northwesterly direction with a curve turning to the left for an arc distance of 61.17 feet, said curve has a radius of 8235.11 feet, a delta angle of  $0^{\circ} 25' 32''$ , a chord bearing of North  $32^{\circ} 22' 19''$  West, and a chord distance of 61.17 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for the most westerly corner of the herein described tract and for the non-tangent ending of said curve, said rod is located 137.69 feet left of Proposed SH 195 Baseline Station 1721+20.00,
2. THENCE North  $54^{\circ} 10' 03''$  East leaving said existing row way line and with the northwest line of the herein described tract for a distance of 62.31 feet to a calculated point for corner, said point being located 200.00 feet left of Proposed SH 195 Baseline Station 1721+20.00;
3. THENCE South  $30^{\circ} 57' 48''$  East with the northeast line of the herein described tract for a distance of 61.75 feet to a calculated point for corner, said point being located 195.00 feet left of Proposed SH 195 Baseline Station 1721+80.00;

EXHIBIT \_\_\_\_\_

4. THENCE South 54° 37' 03" West with the southeast line of the herein described tract for a distance of 60.76 feet to the POINT OF BEGINNING, said described tract containing 0.087 acres (3,770 square feet) of land, more or less.

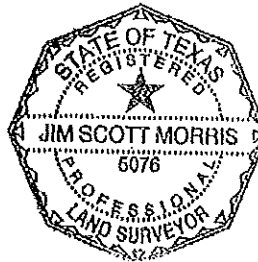
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) 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 1.000120.

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

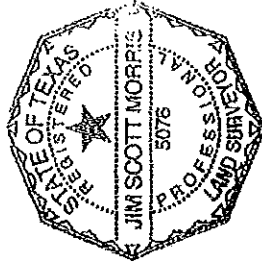
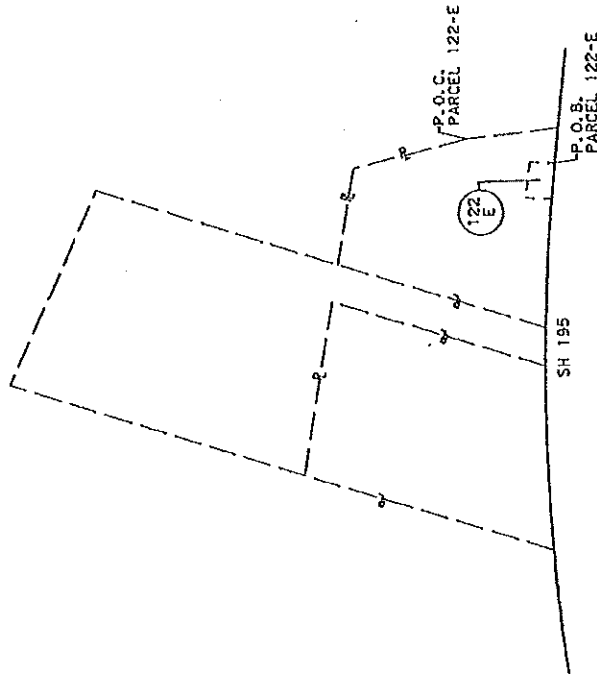
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: March 7, 2007



# LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- 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
- CHB
- CHD
- B.L.
- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- P.U.E.
- WILLIAMSON COUNTY DEED RECORDS
- W.C.D.R.
- WILLIAMSON COUNTY OFFICIAL RECORDS
- W.C.O.R.
- WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.O.P.R.
- WILLIAMSON COUNTY PLAT RECORDS
- W.C.P.R.
- ON SITE SEWERAGE FACILITY SETBACK
- 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* March 7, 2007  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF



TEXAS DEPARTMENT OF TRANSPORTATION  
©2004

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
APW CORPORATION  
PARCEL 122-E

PAGE 4 OF 5  
ROW CSJ NO. 0440-02-012

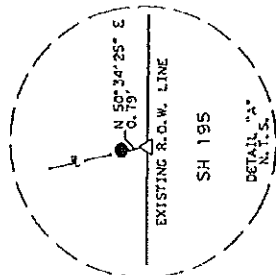
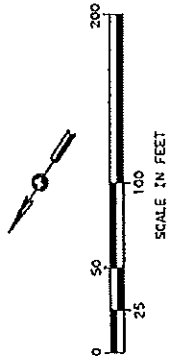
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
RODS SURVEYING INC.  
5810 LEE ROAD SPRING, TX 77379  
(281) 378-6388  
SCALE: 1"=100' MARCH 7, 2007

## 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.

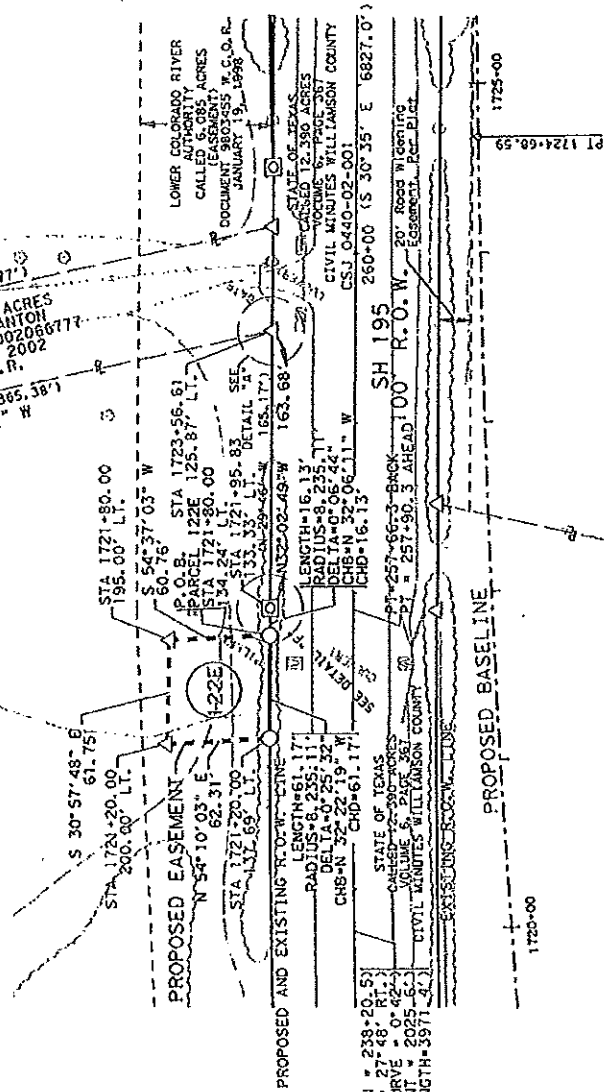
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1983 ADJUSTMENT, MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID 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 1.000120.

# W. ROBERTS SURVEY, A-524

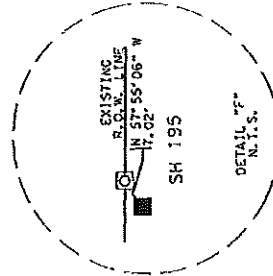


CALLED 50.55 ACRES  
 (11.13 ACRES CALCULATED REMAINDER)  
 (TRACT 1)  
 APW CORPORATION  
 DOCUMENT NO. 2002066778  
 AUGUST 29, 2002  
 W.C.O.P.R.

CALLED 17.55 ACRES  
 BOBBY G. STANTON  
 DOCUMENT NO. 2002066777  
 AUGUST 29, 2002  
 W.C.O.P.R.



EXHIBIT



RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF  
 APW CORPORATION  
 PARCEL 122-E

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) 379-6388

SCALE: 1"=100' MARCH 7, 2007

EXHIBIT B

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 125

BEING a 0.891 acre (38,829 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.891 acre tract of land is out of and a part of a 49.45 acre tract (Tract Two) of land conveyed by Joseph Everett Sybert, Jr. and wife, Linda Kay Sybert to APW Corporation by deed recorded August 30, 2002 as Document No. 2002066778 of the Official Public Record of Williamson County, Texas, said 0.891 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for a southeastern angle point of the above referenced 49.45 acre tract and for a northwestern angle point of a 54.3 acre tract conveyed by Richard M. Strang and wife, Diane Strang, to Scott R. Wood and wife Shannon L. Wood by deed recorded September 27, 2005 in Document No. 2005076662, of the Official Public Records of Williamson County, Texas, said rod is located 460.74 feet left of Proposed State Highway 195 (SH 195) Baseline Station 1740+93.89;

THENCE South 47° 13' 17" West with a common line of the 49.45 acre tract and the 54.3 acre tract for a distance of 332.11 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, said rod being in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 133.25 feet left of Proposed SH 195 Baseline Station 1741+49.05;

1. THENCE South 47° 13' 17" West continuing with said common line for a distance of 45.68 feet to a calculated point in the existing east right of way line of SH 195 for the most southerly corner of the said 49.45 acre tract and for the most westerly corner of the said 54.3 acre tract, from which a 1/2 inch iron rod found bears North 47° 13' 17" East a distance of 2.33 feet;
2. THENCE North 32° 02' 49" West with the existing east right of way line of SH 195 for a distance of 1705.59 feet to a TxDOT Type II concrete monument set at the intersection of the existing east right of way line of SH 195 and the proposed east right of way line of SH 195, said monument is located 123.08 feet left of Proposed SH 195 Baseline Station 1724+51.67;

EXHIBIT \_\_\_\_\_

3. THENCE South  $33^{\circ} 35' 51''$  East with the proposed east right of way line of SH 195 for a distance of 1048.62 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 130.00 feet left of Proposed SH 195 Baseline Station 1735+00.00;
4. THENCE South  $33^{\circ} 30' 16''$  East continuing with the proposed east right of way line of SH 195 for a distance of 649.06 feet to the POINT OF BEGINNING, said described tract containing 0.891 acres (38,829 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 1.000120.

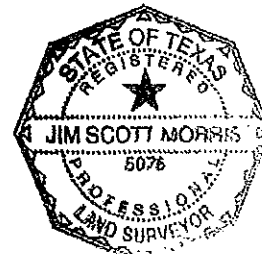
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

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

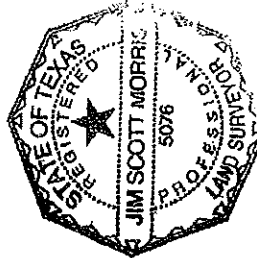
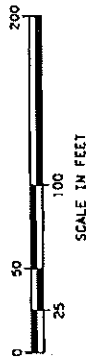
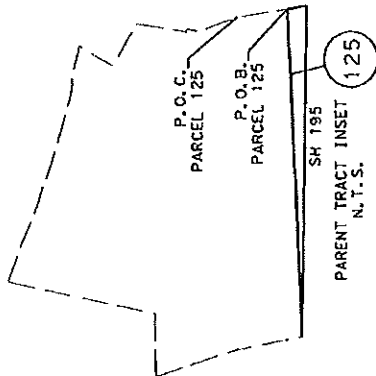
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: March 7, 2007



# LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE I)
- 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
- POINT OF CURVATURE
- POINT OF TANGENCY
- CHORD BEARING
- 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 PUBLIC RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



## 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* March 7, 2007  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

## 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, 1993 ADJUSTMENT MONUMENTS 127 A (PID A52837), AUSTIN RRP (PID AF9557) AND, GEORGETOWN (PID BM1095). 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 1.000120.

RECORD AREA	ACQUIRED AREA		APPROXIMATE REMAINDER	
	ACRES	SQ. FT.	LEFT	RIGHT
49.45	2,154,042	0.891	38,829	2,115,213
	ACRES	SQ. FT.	ACRES	SQ. FT.



TEXAS DEPARTMENT OF TRANSPORTATION  
©2004

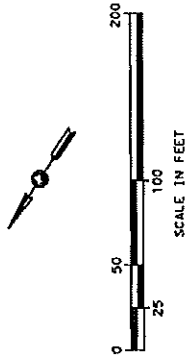
RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
APW CORPORATION  
PARCEL 125

PAGE 3 OF 6

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
RODS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379

(281) 379-6388  
SCALE: 1"=100' MARCH 7, 2007



EXHIBIT

MATCHLINE STA 1730+00

SEE PAGE 5

W. ROBERTS SURVEY. A-524

(1647° 31' 00" E 382.77')  
 (1547° 31' 00" W 362.77')  
 CALLED 17.55 ACRES  
 BOBBY G. STANTON  
 DOCUMENT NO. 2002066777  
 AUG. 29, 2002, W.C.O.P.R.  
 SEE DETAIL "A"

CALLED 49.45 ACRES  
 APW CORPORATION  
 DOCUMENT NO. 2002066778  
 AUGUST 30, 2002  
 W.C.O.P.R.

LOWER COLORADO RIVER AUTHORITY  
 CALLED 5.085 ACRES (EASEMENT)  
 DOCUMENT 9803455 W.C.O.P.R.  
 JANUARY 19, 1998

STA 1724+17.12  
 123.95' LT.  
 STA 1724+51.67  
 123.08' LT.  
 N 32° 02' 49" W 1705.59'  
 IN 29° 46' W 161.51' (SEE DETAIL "A")  
 PROPOSED AND EXISTING R.O.W. LINE  
 (S 30° 35' E 6827.0') CSJ 0440-02-001  
 100' R.O.W.  
 SH 195  
 IN 29° 46' W 1705.59'  
 N 32° 02' 49" W 1705.59'  
 S 33° 35' 51" E 1048.62'

260+00  
 GEORGETOWN CITY LIMIT  
 STATE OF TEXAS  
 CALLED 2.390 ACRES  
 CIVIL MINUTES WILLIAMSON COUNTY  
 EXISTING R.O.W. LINE  
 20' Road Widening Easement, Per Plat  
 1725+00  
 S 35° 13' 05" E  
 1724+68.59  
 PT 1724+68.59  
 PROPOSED R.O.W. LINE  
 PROPOSED BASELINE  
 265+00

RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF  
 APW CORPORATION  
 PARCEL 125

PAGE 4 OF 6

ROW CSJ NO. 0440-02-012

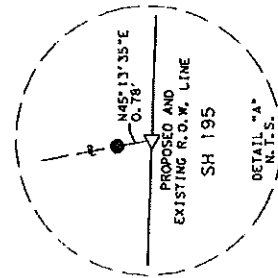
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007





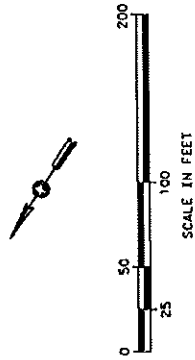


EXHIBIT \_\_\_\_\_

MATCHLINE STA 1737+00

SEE PAGE 6

# W. ROBERTS SURVEY, A-524

CALLED 49.45 ACRES  
 (TRACT 12)  
 APW CORPORATION  
 DOCUMENT NO. 2002-001  
 AUGUST 30, 2002  
 W.C.O.P.R.

LOWER COLORADO RIVER AUTHORITY  
 CHANDLER (ESTABLISHED BY  
 DOCUMENT 980365 W.C.O.P.R.  
 JANUARY 19, 1998

S 33° 35' 51" E 1048.62'  
 IN 29° 46' 00" N 1740.35' E 1048.62'  
 S 33° 30' 16" E 649.06'  
 STA 1735+00.00  
 130.00' L.T.

PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

N 32° 02' 49" W 1705.59'

SH 195  
100' R.O.W.

270+00

CSJ 0440-02-001  
(S 30° 35' E 6827.0')

STATE OF TEXAS  
 CALLED 12,380 ACRES  
 VOLUME 6, PAGE 387  
 CIVIL ENGINEER WILLIAMSON COUNTY

GEORGETOWN CITY LIMIT

EXISTING R.O.W. LINE

PROPOSED BASELINE

50% BUILDING LINE

1735+00

PROPOSED R.O.W. LINE

MATCHLINE STA 1730+00

SEE PAGE 4

RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF  
 APW CORPORATION  
 PARCEL 125

PAGE 5 OF 6

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

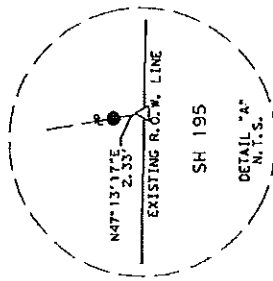
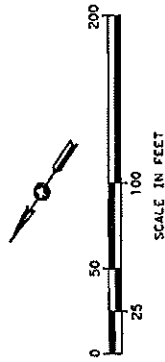
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

# W. ROBERTS SURVEY, A-524

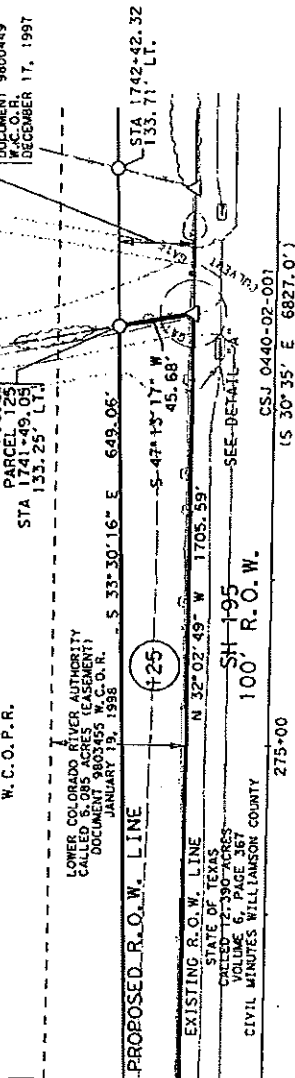


CALLLED 54.3 ACRES  
SCOTT R. WOOD AND  
WIFE SHANNON C. WOOD  
DOCUMENT NO. 2005016662  
SEPTEMBER 27, 2005  
W.C.O.P.R.

CALLLED 49.45 ACRES  
TRACT 2  
APW CORPORATION  
DOCUMENT NO. 2002066778  
AUGUST 30, 2002  
W.C.O.P.R.

LOWER COLORADO RIVER AUTHORITY  
CALLLED 5.085 ACRES (EASEMENT)  
DOCUMENT 9803455 W.C.O.R.  
JANUARY 19, 1998

LOWER COLORADO  
RIVER AUTHORITY  
CALLLED 0.168 ACRES  
(EASEMENT) EXHIBIT A  
DOCUMENT 9800449  
W.C.O.R.  
DECEMBER 17, 1997



MATCHLINE STA 1737+00

SEE PAGE 5

RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
CPW CORPORATION  
PARCEL 125

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) 379-6388

SCALE: 1"=100' MARCH 7, 2007

EXHIBIT C

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.651 ACRE (28,343 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 49.45 ACRE TRACT OF LAND CONVEYED TO APW CORP., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.651 ACRE (28,343 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with TXDOT aluminum cap found in the proposed easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being in the northerly boundary line of a 54.3 acre tract of land conveyed to Scott R. Wood & Shannon L. Wood, by instrument recorded in Document No. 2005076662 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of, said 49.45 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing the northerly boundary line of said 54.3 acre tract, with the proposed easterly right-of-way line of said SH 195, through the interior of said 49.45 acre tract, the following two (2) courses:

- 1) N 33°30'35" W for a distance of 649.12 feet to a calculated point;
- 2) N 33°36'10" W for a distance of 1048.71 feet to a type 1 concrete monument found, being in the proposed easterly right-of-way line of said SH 195, same being in the existing easterly right-of-way line of said SH 195;
- 3) **THENCE**, with the existing easterly right-of-way line of said SH 195, same being the westerly boundary line of said 49.45 acre tract, N 32°05'12" W for a distance of 35.09 feet to a calculated point, being the southeast corner of a 17.55 acre tract of land conveyed to Bobby G. Stanton, by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said 49.45 acre tract, for the northwest corner of the herein described tract;
- 4) **THENCE**, departing the existing easterly right-of-way line of said SH 195, with the common boundary line of said 17.55 acre tract and said 49.45 acre tract, N 45°14'11" E for a distance of 9.97 feet to a calculated point, for the northeast corner of the herein described tract;

**THENCE**, departing the southerly boundary line of said 17.55 acre tract, and through the interior of said 49.45 acre tract, the following seven (7) courses:

- 5) S 34°07'35" E for a distance of 467.95 feet to a calculated point;
- 6) S 33°36'10" E for a distance of 617.80 feet to a calculated point;
- 7) S 33°30'35" E for a distance of 435.21 feet to a calculated point;
- 8) N 82°12'45" E for a distance of 173.94 feet to a calculated point;
- 9) S 07°47'15" E for a distance of 20.00 feet to a calculated point;
- 10) S 82°12'45" W for a distance of 164.30 feet to a calculated point;
- 11) S 33°30'35" E for a distance of 189.25 feet to a calculated point in the common boundary line of said 54.3 acre tract and said 49.45 acre tract, for the southeast corner of the herein described tract;

- 12) **THENCE**, with the common boundary line of said 54.3 acre tract and said 49.45 acre tract, **S 47°10'41" W** for a distance of **15.20** feet to the **POINT OF BEGINNING**, containing 0.651 acres (28,343 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

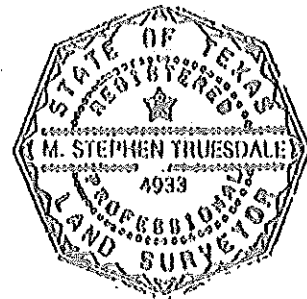
This property description is accompanied by a separate plat.

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale* 13 MAR 2011  
M. Stephen Truesdale Date

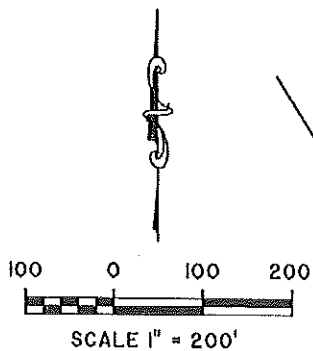
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road Suite 103  
Round Rock, TX 78681  
512-238-1200



# EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION

LEGEND	
●	1/2" IRON ROD FND
△	CALCULATED POINT
⬢	IRON ROD FOUND WITH TXDOT ALUMINUM CAP
■	TYPE I CONC MARKER FND
ℙ	PROPERTY LINE
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	
D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS	



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 32°05'12" W	35.09'
L2	N 45°14'11" E	9.97'
L3	N 82°12'45" E	173.94'
L4	S 07°47'15" E	20.00'
L5	S 82°12'45" W	164.30'
L6	S 33°30'35" E	189.25'
L7	S 47°10'41" W	15.20'

BOBBY G. STANTON  
(17.55 AC.)  
DOC. NO. 2002066777  
O.P.R.W.C.T.

LCRA  
(6.085 AC.)  
DOC. NO. 9803455  
O.R.W.C.T.

APW CORP.  
(49.45 AC.)  
DOC. NO. 2002066778  
O.P.R.W.C.T.

**EASEMENT  
PART I**  
0.651 ACRES  
28,343 SQ. FT.

STATE HIGHWAY 195  
(R.O.W. WIDTH VARIES)

WILLIAM ROBERTS SURVEY  
ABSTRACT NO. 524

SCOTT R. WOOD &  
SHANNON L. WOOD  
(54.3 AC.)  
DOC. NO. 2005076662  
O.P.R.W.C.T.

### NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 1.00011
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

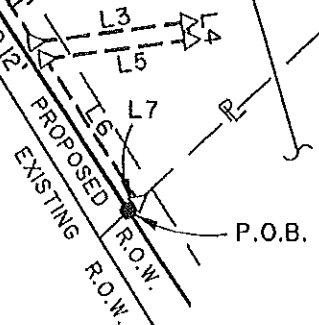
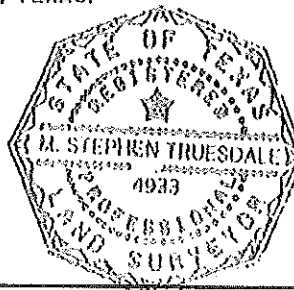
STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 13 MAR 2011

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

**APW PART 1**  
0.651 ACRES  
28,343 SQUARE FEET



EXHIBIT D

## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.012 ACRE (531 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 17.55 ACRE TRACT OF LAND CONVEYED TO BOBBY G. STANTON, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066777 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.012 ACRE (531 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point in the existing easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being the northwest corner of a 49.45 acre tract (Tract 2) of land conveyed to APW Corp., by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, same being the most westerly southwest corner of said 17.55 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, with the existing easterly right-of-way line of said SH 195, same being the westerly boundary line of said 17.55 acre tract, **N 32°05'12" W** for a distance of 61.51 feet to a calculated point, being the southwest corner of the remainder of that 50.55 acre tract (Tract 1) of land conveyed to APW Corp., by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, same being the most westerly northwest corner of said 17.55 acre tract, for the northwest corner of the herein described tract;
- 2) **THENCE**, departing the existing easterly right-of-way line of said SH 195, with the common boundary line of said remainder of that 50.55 acre tract and said 17.55 acre tract, **N 45°13'42" E** for a distance of 7.74 feet to a calculated point, for the northeast corner of the herein described tract;
- 3) **THENCE**, departing the southerly boundary line of said remainder of that 50.55 acre tract, and through the interior of said 17.55 acre tract, **S 34°07'37" E** for a distance of 61.06 feet to a calculated point, being in the northerly boundary line of said 49.45 acre tract, same being in the southerly boundary line of said 17.55 acre tract, for the southeast corner of the herein described tract;
- 4) **THENCE**, with the common boundary line of said 49.45 acre tract and said 17.55 acre tract, **S 45°14'11" W** for a distance of 9.97 feet to the **POINT OF BEGINNING**, containing 0.012 acres (531 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

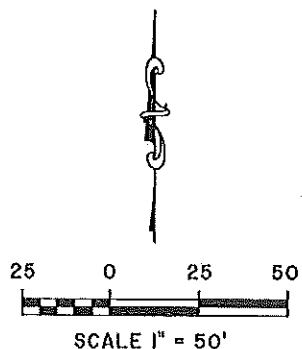
*M. Stephen Truesdale* *7 July 2010*  
M. Stephen Truesdale Date

Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road Suite 103  
Round Rock, TX 78681  
512-238-1200



# EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION



LEGEND	
	CALCULATED POINT
	TYPE I CONC MARKER FND
	PROPERTY LINE
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	

### NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 1.00011
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 7 July 2010

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



BOBBY G. STANTON  
0.012 ACRES  
531 SQUARE FEET

EXHIBIT E

Parcel 122

## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.039 ACRE (1,707 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT 50.55 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO APW CORP., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.039 ACRE (1,707 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point in the existing easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being the most westerly northwest corner of a 17.55 acre tract of land conveyed to Bobby G. Stanton, by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas, same being the southwest corner of said remainder of that 50.55 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, with the existing easterly right-of-way line of said SH 195, same being the westerly boundary line of said remainder of that 50.55 acre tract, the following two (2) courses:

- 1) N 32°05'12" W for a distance of 163.35 feet to a calculated point, for the beginning of a curve to the left;
- 2) Along said curve to the left, having a radius of 8235.11 feet, a central angle of 00°23'12", a chord which bears N 32°16'41" W, a distance of 55.59 feet, with an arc length of 55.59 feet, to a calculated point, for the most northerly corner of the herein described tract;

**THENCE**, departing the existing easterly right-of-way line of said SH 195, and through the interior of said remainder of that 50.55 acre tract the following five (5) courses:

- 3) S 34°07'37" E for a distance of 48.06 feet to a calculated point;
- 4) N 51°23'39" E for a distance of 44.93 feet to a calculated point;
- 5) S 33°10'16" E for a distance of 20.14 feet to a calculated point;
- 6) S 51°23'39" W for a distance of 44.59 feet to a calculated point;
- 7) S 34°07'37" E for a distance of 149.21 feet to a calculated point being in the northerly boundary line of said 17.55 acre tract, same being the southerly boundary line of said remainder of that 50.55 acre tract, for the southeast corner of the herein described tract, and from which a capped iron rod found bears, N 45°13'42" E for a distance of 81.40 feet;



- 8) THENCE, with the common boundary line of said 17.55 acre tract and said remainder of that 50.55 acre tract, S 45°13'42" W for a distance of 7.74 feet to the POINT OF BEGINNING, containing 0.039 acres (1,707 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

  
M. Stephen Truesdale

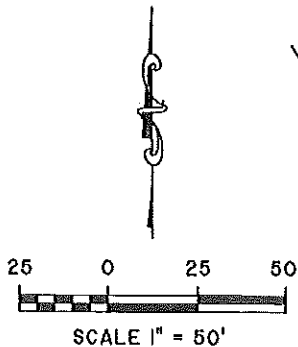
13 MAR 2011  
Date

Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road Suite 103  
Round Rock, TX 78681  
512-238-1200



# EXHIBIT

## PLAT TO ACCOMPANY DESCRIPTION



### LEGEND

- $\Delta$  CALCULATED POINT
- $\odot$  IRON ROD FOUND CAPPED
- $\text{---}$  PROPERTY LINE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

### CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	BEARING
CI	00°23'12"	8235.11'	55.59'	55.59'	N 32°16'41" W

### NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 1.00011
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

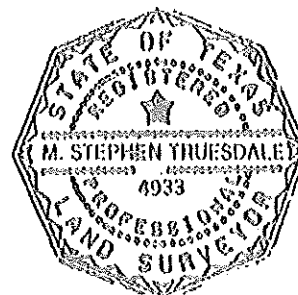
STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 13 MAR 2011

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



WILLIAM ROBERTS SURVEY  
ABSTRACT NO. 524

APW CORP.  
(REMAINDER OF 50.55 AC.)  
(TRACT 1)  
DOC. NO. 2002066778  
O.P.R.W.C.T.

LCRA  
(6.085 AC.)  
DOC. NO. 9803455  
O.R.W.C.T.

BOBBY G. STANTON  
(17.55 AC.)  
DOC. NO. 2002066777  
O.P.R.W.C.T.

APW CORP.  
(49.45 AC.)  
(TRACT 2)  
DOC. NO. 2002066778  
O.P.R.W.C.T.

STATE HIGHWAY 195  
(R.O.W. WIDTH VARIES)

EASEMENT  
0.039 ACRES  
1,707 SQ. FT.

P.O.B.

EXISTING  
R.O.W.

APW CORP. PART 2  
0.039 ACRES  
1,707 SQUARE FEET

EXHIBIT F

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.266 ACRE (11,605 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 49.45 ACRE TRACT OF LAND CONVEYED TO APW CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.266 ACRE (11,605 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southerly boundary line of said 49.45 acre tract, same being the northerly boundary line of that 54.3 acre tract of land conveyed to Scott R. Wood & Spouse, Shannon L. Wood, by instrument recorded in Document No. 2005076662 of the Official Public Records of Williamson County, Texas, for the most easterly corner of the herein described tract, and from which a 1/2" iron rod found being an angle point in the southerly boundary line of said 49.45 acre tract, same being the northerly boundary line of said 54.3 acre tract, bears N 47°10'41" E for a distance of 215.78 feet;

- 1) THENCE, with the northerly boundary line of said 54.3 acre tract, same being the southerly boundary line of said 49.45 acre tract, S 47°10'41" W for a distance of 20.27 feet to a calculated point for the most southerly corner of the herein described tract, and from which an iron rod found with TXDOT aluminum cap, being the proposed easterly right-of-way line of State Highway 195 (right-of-way width varies), bears S 47°10'41" W for a distance of 96.27 feet;

THENCE, departing the northerly boundary line of said 54.3 acre tract, through the interior of said 49.45 acre tract the following five (5) courses:

- 2) N 33°30'35" W for a distance of 466.89 feet to a calculated point for an interior ell corner of the herein described tract,
- 3) S 56°46'55" W for a distance of 95.00 feet to a calculated point, being the proposed easterly right-of-way line of said State Highway 195;
- 4) THENCE, with the proposed right-of-way line of said State Highway 195, N 33°30'35" W for a distance of 20.00 feet to a calculated point for the most westerly corner of the herein described tract;
- 5) THENCE, departing the proposed easterly right-of-way line of said State Highway 195, N 56°46'55" E for a distance of 115.00 feet to a calculated point for an exterior ell corner of the herein described tract;
- 6) S 33°30'35" E for a distance of 483.51 feet to the POINT OF BEGINNING, containing 0.266 acres (11,605 square feet) of land, more or less.

NOTE: There is also a 25.00 foot wide Temporary Construction Easement north of and east of, adjacent to and parallel with Courses five (5) and six (6) of the above description and as shown on the accompanying Parcel Plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

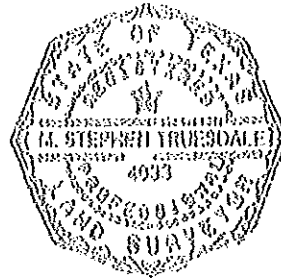
This property description is accompanied by a separate plat.

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

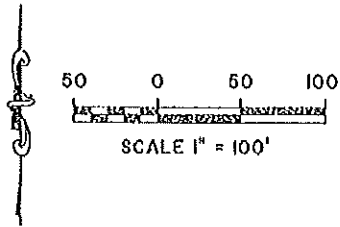
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, L.P.  
1504 Chisholm Trail Road  
Suite 103  
Round Rock, TX 78681  
512-238-1200

22 OCT '09  
Date



# EXHIBIT PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 47°10'41" W	20.27'
L2	N 33°30'36" W	466.89'
L3	S 66°46'55" W	95.00'
L4	N 33°30'36" W	20.00'
L5	N 66°46'55" E	115.00'
L6	S 33°30'36" E	483.51'
L7	N 47°10'41" E	215.78'
L8	S 47°10'41" W	96.27'

APW CORP.  
(49.45 AC.)  
DOC. NO. 2002066778  
O.P.R.W.C.T.

PROPOSED 25' WIDE  
TEMPORARY CONSTRUCTION  
EASEMENT  
(11,535 SQ. FT.)

**A25**  
0.266 ACRES  
11,605 SQ. FT.

P.O.B.

SCOTT R. WOOD & SPOUSE  
SHANNON L. WOOD  
(54.3 AC.)  
DOC. NO. 2005076662  
O.P.R.W.C.T.

## LEGEND

- ⊙ 1/2" IRON ROD FND
  - △ CALCULATED POINT
  - ⊙ IRON ROD FOUND CAPPED
  - IRON ROD FOUND W/ TXDOT ALUMINUM CAP
  - ⊞ TYPE I CONC MARKER FND
  - PROPERTY LINE
  - EDGE OF PAVEMENT
  - OVERHEAD ELECTRIC LINE
  - X — WIRE FENCE
  - GUY ANCHOR
  - POWER POLE
  - SIGN
  - LIGHT POLE
  - PULL BOX
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS  
WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS  
WILLIAMSON COUNTY, TEXAS

## NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 10000
- 2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
- 3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

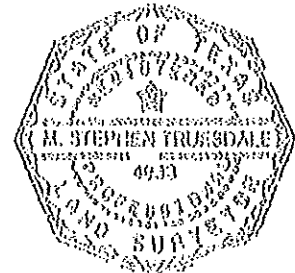
STATE OF TEXAS  
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

*M. Stephen Truesdale* 22 OCT 09

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



**INLAND  
GEODETICS**

PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

**PARCEL A25**  
0.266 ACRES  
11,605 SQUARE FEET



EXHIBIT "G"

**DESCRIPTION FOR 3.568 ACRE TRACT OF LAND, BEING 0.384 ACRES (TRACT A) AND 3.184 ACRES (TRACT B), SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50.55 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO APW CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A 49.45 ACRE TRACT OF LAND CONVEYED AS TRACT 2 TO APW CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066778 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.384 ACRE TRACT CONTAINING A 0.368 ACRE PORTION OF A 6.085 ACRE EASEMENT CONVEYED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN DOCUMENT NO. 9803455 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND SAID 3.184 ACRE TRACT CONTAINING A 1.753 ACRE PORTION OF SAID 6.085 ACRE EASEMENT, SAID 3.568 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**TRACT A**

**COMMENCING** at a found concrete highway monument (Grid Coordinates **Northing** 10234985.44 U.S. ft. **Easting** 3135283.14 U.S. ft.) on the southwesterly line of said 49.45 acre tract, same being an angle point in the existing northeast right-of-way line of SH 195 (R.O.W. width varies);

**THENCE** N32°05'12"W, with the common line of said 49.45 acre tract and said SH 195 right-of-way line, a distance of 35.09 feet to the west corner of said 49.45 acre tract, same being the south corner of a 17.55 acre tract conveyed to Bobby G. Stanton by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas;

**THENCE** N32°05'12"W, departing the southwesterly line of said 49.45 acre tract, with the southwesterly line of said 17.55 acre tract and the northeasterly right-of-way line of SH 195, a distance of 61.52 feet to the south corner of said 50.55 acre tract;

**THENCE** N45°13'42"E, departing the northeasterly right-of-way line of SH 195, with the common line of said 50.55 acre tract and said 17.55 acre tract, a distance of 7.74 feet to the **POINT OF BEGINNING** (Grid Coordinates **Northing** 10235077.73 U.S. ft. **Easting** 3135237.33 U.S. ft.);

**THENCE** N34°07'37"W, departing the common line of said 50.55 acre tract and said 17.55 acre tract and through said 50.55 acre tract, a distance of 217.38 feet to a point on the northeasterly right-of-way line of SH 195;

**THENCE** departing the northeasterly right-of-way line of SH 195 and through said 50.55 acre tract, the following two (2) courses and distances:

- 1) N56°41'56"E, a distance of 80.01 feet to a point;
- 2) S34°07'37"E, a distance of 201.19 feet to a set 1/2 inch iron rod with plastic cap on the southeasterly line of said 50.55 acre tract, same being the northwesterly line of said 17.55 acre tract, from which a found 1/2 inch iron rod with plastic cap on the common line of said 50.55 acre tract and said 17.55 acre tract bears N45°13'42"E, a distance of 277.38 feet;

**THENCE** S45°13'42"W, with the common line of said 50.55 acre tract and said 17.55 acre tract, a distance of 81.40 feet to the **POINT OF BEGINNING** hereof, and containing 0.384 acre of land within the bearing and distance calls contained herein.

#### **TRACT B**

**COMMENCING** at a found 1/2" iron rod with aluminum cap (Grid Coordinates Northing 10233570.89 U.S. ft. Easting 3136221.79 U.S. ft.) on the southeasterly line of said 49.45 acre tract, same being on the proposed northeast right-of-way line of SH 195 (R.O.W. width varies), also being on the northwesterly line of a 54.3 acre tract of land conveyed to Scott R. Wood and wife, Shannon L. Wood by instrument recorded in Document No. 2005076662 of the Official Public Records of Williamson County, Texas;

**THENCE** N47°10'42"E, departing the northeasterly right-of-way line of SH 195, with the common line of said 49.45 acre tract and said 54.3 acre tract, a distance of 15.20 feet to the **POINT OF BEGINNING** (Grid Coordinates Northing 10233581.22 U.S. ft. Easting 3136232.94 U.S. ft.);

**THENCE** departing the common line of said 49.45 acre tract and said 54.3 acre tract and through said 49.45 acre tract, the following three (3) courses and distances:

- 1) N33°30'35"W, a distance of 646.67 feet to an angle point;
- 2) N33°36'10"W, a distance of 617.80 feet to an angle point;
- 3) N34°07'37"W, a distance of 467.95 feet to a point on the northwesterly line of said 49.45 acre tract, same being the southeasterly line of a 17.55 acre tract conveyed to Bobby G. Stanton by instrument recorded in Document No. 2002066777 of the Official Public Records of Williamson County, Texas, from which a point on the common line of said 49.45 acre tract and said 17.55 acre tract, same being on the proposed northeast right-of-way line of SH 195, bears S45°14'11"W, a distance of 9.97 feet;

**THENCE** N45°14'11"E, with the common line of said 49.45 acre tract and said 17.55 acre tract, a distance of 81.40 feet to a point, from which an angle point in the common line of said 49.45 acre tract and said 17.55 acre tract bears N45°14'11"E, distance of 292.50 feet;

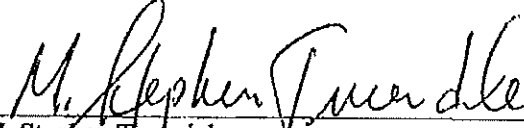
**THENCE** departing the common line of said 49.45 acre tract and said 17.55 acre tract and through said 49.45 acre tract, the following three (3) courses and distances:

- 1) S34°07'37"E, a distance of 483.34 feet to an angle point;
- 2) S33°36'10"E, a distance of 618.24 feet to an angle point;
- 3) S33°30'35"E, a distance of 633.62 feet to a point on the southeasterly line of said 49.45 acre tract, same being the northwesterly line of said 54.3 acre tract, from which a found iron rod on the common line of said 49.45 acre tract and said 54.3 acre tract bears N47°10'42"E, a distance of 236.05 feet;

**THENCE** S47°10'41"W, with the common line of said 49.45 acre tract and said 54.3 acre tract, a distance of 81.07 feet to the **POINT OF BEGINNING** hereof, and containing 3.184 acre of land within the bearings and distance calls contained herein.

**BEARING BASIS:** Texas State Plane Coordinate System Grid, Central Zone, NAD83/NGS93. All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989. All distance units are U.S. Survey feet.

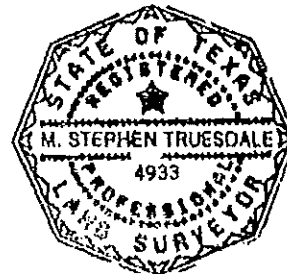
This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the months of June 2009.

  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, J.P.  
1504 Chisholm Trail Road, Suite 103  
Round Rock, Texas 78681  
Phone: (512) 238-1200 Fax: (512) 238-1251

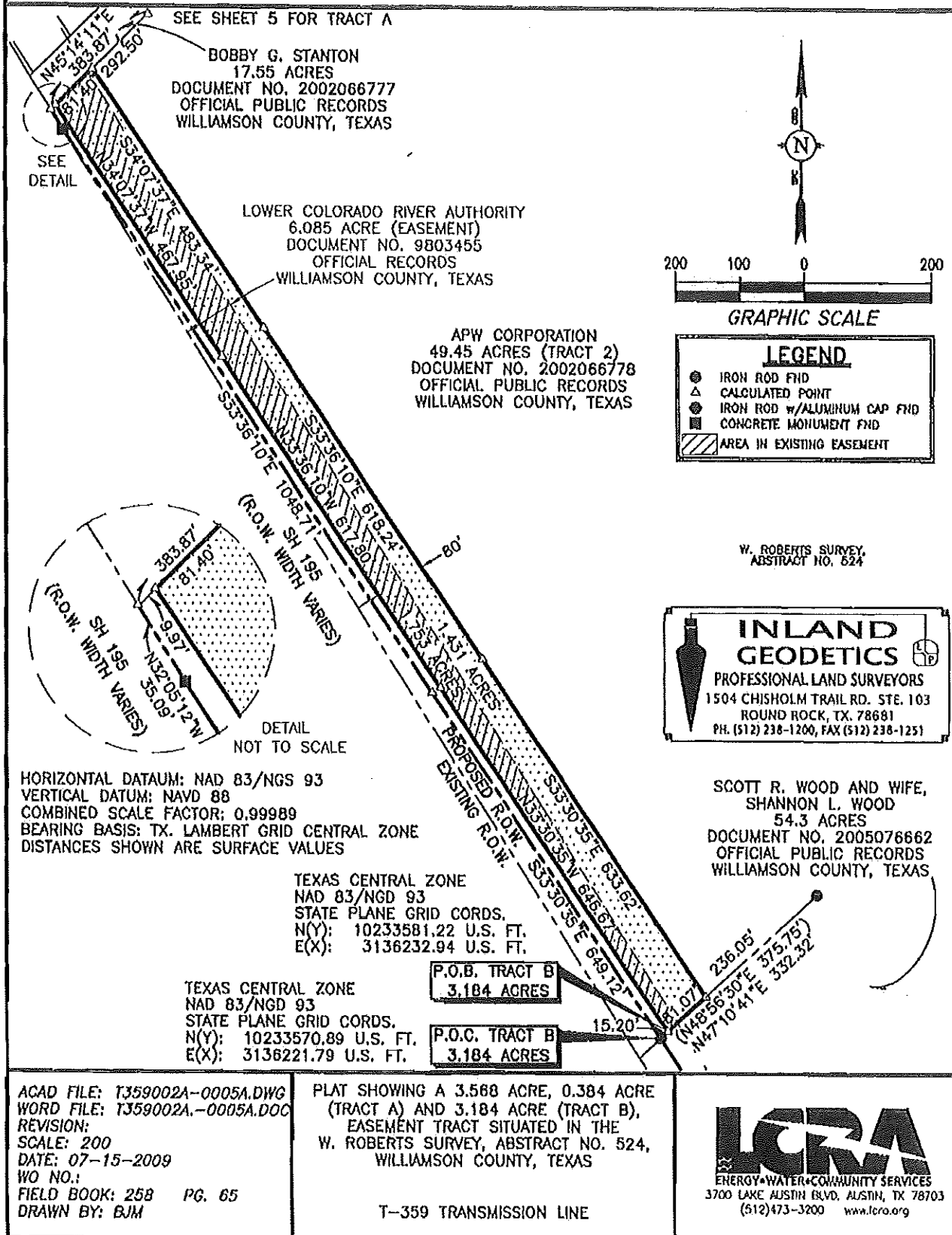
Date:

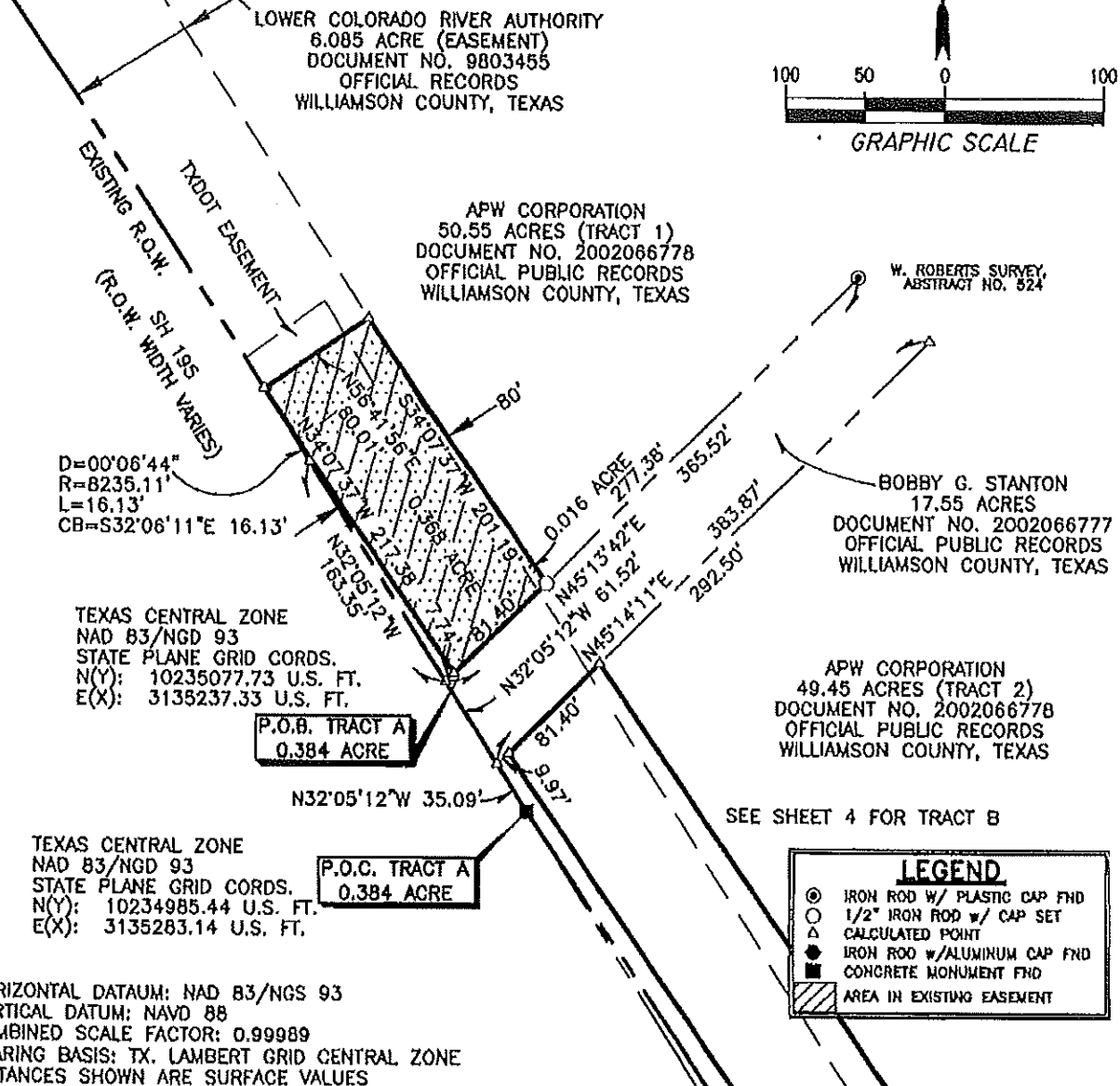
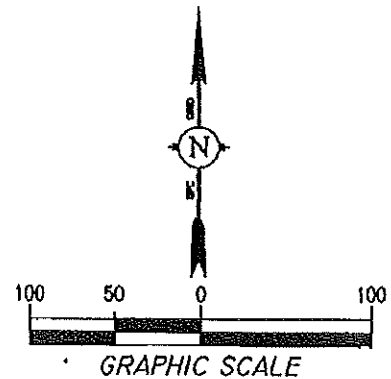
3 SEP 09

WORD FILE: T359002A-0005A.DOC  
ACAD FILE: T359002A-0005A.DWG









ACAD FILE: T359002A-0005B.DWG  
WORD FILE: T359002A-0005A.DOC  
REVISION:  
SCALE: 200  
DATE: 07-15-2009  
WO NO.:  
FIELD BOOK: 257 PG. 65  
DRAWN BY: BJM

PLAT SHOWING A 3.568 ACRE, 0.384 ACRE  
(TRACT A) AND 3.184 ACRE (TRACT B),  
EASEMENT TRACT SITUATED IN THE  
W. ROBERTS SURVEY, ABSTRACT NO. 524,  
WILLIAMSON COUNTY, TEXAS

T-359 TRANSMISSION LINE

**LCRA**  
ENERGY • WATER • COMMUNITY SERVICES  
5700 LAKE AUSTIN BLVD. AUSTIN, TX 78703  
(512) 473-3200 www.lcra.org

EXHIBIT "H"

DESCRIPTION FOR A 0.112 ACRE TRACT OF LAND SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 17.55 ACRE TRACT OF LAND CONVEYED TO BOBBY G. STANTON BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002066777 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.112 ACRE TRACT CONTAINING A 0.101 ACRE PORTION OF A 6.085 ACRE EASEMENT CONVEYED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN DOCUMENT NO. 9803455 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found concrete highway monument at an angle point on the existing northeasterly right-of-way line of SH 195 (R.O.W. width varies) (Grid Coordinates **Northing** 10234985.44 U.S. ft. **Easting** 3135283.14 U.S. ft.) on the southwesterly line of a 49.45 acre tract (Tract 2) conveyed to APW Corporation by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas;

THENCE N32°05'12"W, with the common line of SH 195 northeasterly right-of-way and said 49.45 acre tract, a distance of 35.09 feet to the south corner of said 17.55 acre tract, same being the west corner of said 49.45 acre tract;

THENCE N45°14'11"E, departing the northeasterly line of SH 195, with the common line of said 17.55 acre tract and said 49.45 acre tract, a distance of 9.97 feet to the **POINT OF BEGINNING** (Grid Coordinates **Northing** 10235022.19 U.S. ft. **Easting** 3135271.59 U.S. ft.);

THENCE N34°07'37"W, departing the common line of said 17.55 acre tract and said 49.45 acre tract and through said 17.55 acre tract, a distance of 61.06 feet to a point on the northwesterly line of said 17.55 acre tract, same being the southeasterly line of a 50.55 acre tract (Tract 1) conveyed to APW Corporation by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, from which the westerly corner of said 17.55 acre tract, same being the on the northeast right-of-way line of SH 195, bears S45°13'42"W, a distance of 7.74 feet;

THENCE N45°13'42"E, with the common line of said 17.55 acre tract and said 50.55 acre tract, a distance of 81.40 feet to a set 1/2 inch iron rod with plastic cap, from which a found 1/2 inch iron rod with plastic cap bears N45°13'42"E, a distance of 277.38 feet;

THENCE S34°07'37"E, departing the common line of said 17.55 acre tract and said 50.55 acre tract and through said 17.55 acre tract, a distance of 61.07 feet to a point on the southeasterly line of said 17.55 acre tract, same being the northwesterly line of said 49.45 acre tract, from which an angle point on the common line of said 17.55 acre tract and said 49.45 acre tract bears N45°14'11"E, a distance of 292.50 feet;

**THENCE** S45°14'11"W, with the common line of said 17.55 acre tract and said 49.45 acre tract, a distance of 81.40 feet to the **POINT OF BEGINNING** hereof, and containing 0.112 acre of land within the bearing and distance calls contained herein.

**BEARING BASIS:** Texas State Plane Coordinate System Grid, Central Zone, NAD83/NGS93. All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989. All distance units are U.S. Survey feet.

This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the months of July 2009.

*M. Stephen Truesdale*

*5 AUG 09*

M. Stephen Truesdale

Date:

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, L.P.

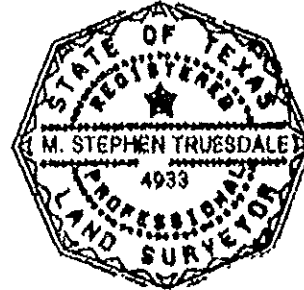
1504 Chisholm Trail Road, Suite 103

Round Rock, Texas 78681

Phone: (512) 238-1200 Fax: (512) 238-1251

WORD FILE: T359002A-0006A.DOC

ACAD FILE: T359002A-0006A.DWG





## 2006 Road Bond Budget Transfer Request Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Pam Navarrette, County Auditor  
**Submitted For:** Pam Navarrette  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing 2006 road bond transfer request recommended by Mike Weaver, Road Bond Manager to move \$750,000.00 from Non-Departmental (P156) to Pearson Ranch Rd./SH 45/RM 620 (P222).

#### Background

The funds being moved are a portion of the bond issuance sold in April 2011.

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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: Pam Navarrette  
Started On: 04/27/2011 02:48 PM  
Final Approval Date: 04/28/2011

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## Discuss and take appropriate action regarding 2012 TCDRS Employer Contribution Rate

### Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Lisa Zirkle, Human Resources  
**Submitted For:** Lisa Zirkle  
**Department:** Human Resources  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and take appropriate action regarding 2012 TCDRS Employer Contribution Rate.

##### Background

The Commissioner's Court receives TCDRS's notice regarding the required employer contribution rate for January 1st of the next calendar year in April/May of each year. This rate is calculated by TCDRS actuaries and is based upon the plan provisions currently elected by Williamson County. An additional rate is included for consideration of optional increases that may be awarded to current retirees in the form of a cost of living increase.

The 2011 TCDRS employer contribution rate is 11.59%. The 2012 rate is 11.96%. This approximately equates to a \$195,000 increase (applied only for January - September 2012) to the FY 2011 retirement line item budgets for all funds and does not include a CPI increase for current retirees.

The mandatory employee contribution rate is 7% of gross pay. All full-time and part-time employees are required to contribute to the TCDRS system as a condition of employment. Employees are vested after 8 years of credited service. To be eligible to retire, an employee must meet one of 3 eligibility options: 1) Rule of 75 (employee age plus years of service equal 75); 2) Age 60 plus 8 years of credited service and 3) 30 years of service regardless of age.

The County must submit authorization for the 2012 employer contribution rate no later than December 15, 2011.

#### Fiscal Impact

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

Link:

#### Form Routing/Status

Form Started By: Lisa Zirkle  
 Started On: 04/28/2011 11:44 AM  
 Final Approval Date: 04/28/2011





**Williamson County, #345**  
**Authorization to maintain TCDRS plan provisions**  
**Plan Year 2012**

With respect to the participation of Williamson County in the Texas County & District Retirement System (TCDRS) for the 2012 plan year, the following order was adopted:

1. Williamson County makes no change in the plan provisions for non-retirees.
- \* 2. With respect to benefit payments being paid to retirees or their beneficiaries, Williamson County (**check one box**):
  - ☐ does not adopt a cost-of-living adjustment (COLA).
  - ☐ adopts a \_\_\_\_ % CPI-based COLA.
  - ☐ adopts a \_\_\_\_ % flat-rate COLA.
- \* 3. The required employer contribution rate for Plan Year 2012 will be the following:
  - (a) Required rate without COLA: 11.96%
  - (b) COLA rate: + \_\_\_\_\_ (enter 0 if not adopting a COLA)
  - (c) **Total required rate** (a + b): = \_\_\_\_\_
- \* 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Williamson County adopts for Plan Year 2012 (**check one box**):
  - ☐ the **total required rate** listed above.
  - ☐ add a new elected rate of \_\_\_\_\_ %.
5. In the event the 2012 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Williamson County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

**Certification**

I certify that the foregoing authorization concerning the participation of Williamson County in TCDRS for Plan Year 2012 truly and accurately reflects the official action taken during a properly posted and noticed meeting on \_\_\_\_\_, 2011, by the Commissioners Court of Williamson County as such action is recorded in the official minutes.

\_\_\_\_\_  
Authorized Signature, County Judge of Williamson County

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

Dated: \_\_\_\_\_

*\* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.*

## YOUR COSTS

Your employer contribution rate represents the percentage of payroll your organization needs to contribute to fund future benefits for your current employees, former employees and retirees.

To calculate your total required rate, add the rate for any COLA you plan to adopt to the provided calculated contribution rate.

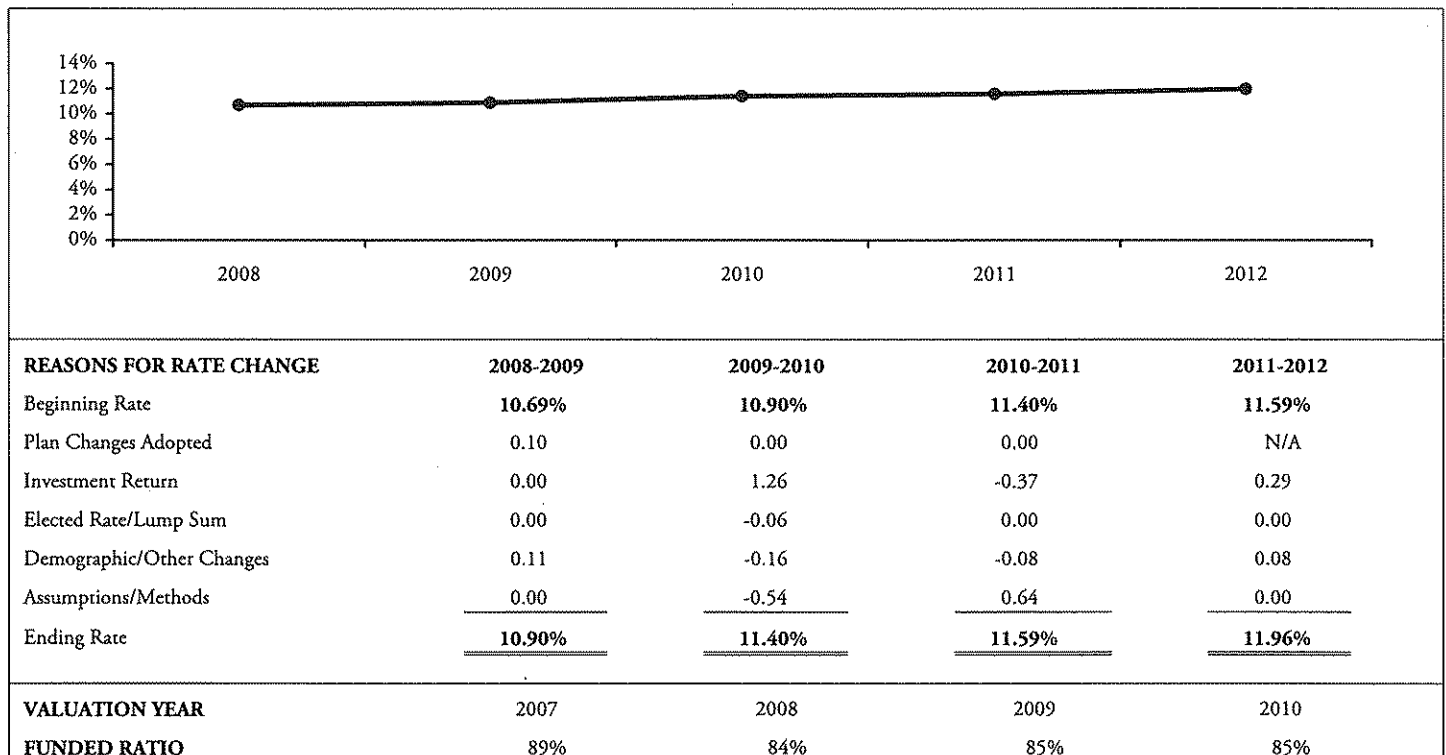
Your normal cost rate		8.99%
Your UAAL rate	+	2.97%
Calculated contribution rate		11.96%
COLA rate (if adopting)	+	
Total Required Rate		

To determine the cost of your plan in dollars, move the decimal for your "Total required rate" two places to the left, then multiply it by your estimated payroll for next year.

COLAs must be authorized each year. They are not "automatic." If you wish to authorize a COLA for the next plan year, you can estimate the cost based on the schedule of rates below:

10%	0.01	
20%	0.01	
30%	0.02	
40%	0.03	
50%	0.06	
60%	0.12	
70%	0.19	
80%	0.26	
90%	0.33	
100%	0.40	
		1% 0.05
		2% 0.10
	% of payroll	% of payroll

Below is a record of your required employer contribution rate history over the last five years.



A complete Summary Valuation Report for the Dec. 31, 2010 valuation is available on the web.

**Discuss and take appropriate action concerning approving reorganization of staff positions in the Magistrate's Office.****Commissioners Court - Regular Session**

**Date:** 05/03/2011  
**Submitted By:** Lisa Zirkle, Human Resources  
**Submitted For:** Lisa Zirkle  
**Department:** Human Resources  
**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action concerning approving reorganization of staff positions in the Magistrate's Office.

**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: Lisa Zirkle      Started On: 04/21/2011 10:40 AM  
Final Approval Date: 04/26/2011

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## FY11 CDBG Recommended Allocation Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Sally Bardwell, HUD Grants  
**Submitted For:** Sally Bardwell  
**Department:** HUD Grants  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take appropriate action on the recommended FY11 Community Development Block Grant allocation.

#### Background

Williamson County is expected to receive \$992,775 in FY11 Community Development Block Grant funding. The County received 20 applications requesting \$5,325,289. The recommended allocations are to distribute FY11 funds and to reallocate funds from completed projects. The total allocation is \$1,003,011.

All funds are allocated to construction costs or direct services only. No engineering or administration has been included.

Please note, the FY11 allocation of \$992,775 is an **estimate only**. HUD has not announced final allocations to date. The recommended funding distribution may have to be adjusted.

### Fiscal Impact

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

Link: [CDBG Recommendation](#)

### Form Routing/Status

Form Started By: Sally Bardwell      Started On: 04/28/2011 08:48 AM  
 Final Approval Date: 04/28/2011

### FY11 CDBG Recommended Allocations

Type of Project	Project Description	Project Type	Requested Amount	CDBG Funds Recommended
Jarrell	Water Distribution	Infrastructure	\$718,600	\$287,450
Taylor	Water Rehab	Infrastructure	\$350,000	\$275,000
Granger	Water Line Repair	Infrastructure	\$230,000	\$200,000
Georgetown	Sidewalks	Infrastructure	\$462,244	\$69,180
Mobile Outreach Team	Mental Health Service	Social Service	\$72,000	\$51,000
Administration (12%)	Program Administration			\$120,381
Anderson Mill Limited District	Boys and Girls Club Youth Center	Public Facility	\$600,000	\$0
Habitat for Humanity Williamson C	Land Acquisition	Acquisition	\$210,000	\$0
LifeSteps	Life Skills Prevention Training	Social Service	\$20,000	\$0
United Seniors of Taylor	Neighborhood Center	Public Facility	\$63,101	\$0
Weir	Community Center/Shelter	Public Facility	\$242,000	\$0
Granger	Brazos Street Drainage	Infrastructure	\$580,000	\$0
Granger	Wastewater Plant Equip Replacement	Infrastructure	\$60,000	\$0
WBCO	Madella Hilliard Senior Center Sidewalks	Public Facility	\$20,700	\$0
WBCO	Bartlett Early Head Start Sidewalks	Infrastructure	\$5,994	\$0
Liberty Hill	Myrtle Lane Drainage	Infrastructure	\$45,000	\$0
Liberty Hill	Jenks Branch Drainage	Infrastructure	\$425,250	\$0
Liberty Hill	Sidewalk Improvements	Infrastructure	\$800,000	\$0
Samaritan Center	Youth and Family Counseling	Social Service	\$70,400	\$0
The Georgetown Project	Eagle's Nest	Public Facility	\$100,000	\$0
Thrall	Waterline Improvements	Infrastructure	\$250,000	0
			\$5,325,289	\$1,003,011

Recommended allocation includes FY11 allocation of \$992,775 and \$10,236.44 reallocated from completed projects

**WCCF board members****Commissioners Court - Regular Session**

**Date:** 05/03/2011  
**Submitted By:** Gary Boyd, Parks  
**Submitted For:** Gary Boyd  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider recommendation of the Williamson County Conservation Foundation on WCCF board membership and take appropriate action on affirming the recommendations.

**Background**

At the 2011 Annual Meeting of the Williamson County Conservation Foundation held April 20, 2011 (duly notified and posted) the following actions were taken:

Appoint Commissioner Lisa Birkman to a new two year term

Appoint Commissioner Valerie Covey to a new two year term

Appoint Larry Quick to a new two year term

Accept the resignation of Chuck Walker, board member (one year remaining on term)

Accept resignation of Tony Glace, board member (declined appointment for a second term)

Elected Commissioner Birkman as Board President, Commissioner Covey as Board Vice-president, and Gary Boyd as Secretary.

Future recommendations from the WCCF board for appointments to the board will come to the Commissioners Court as per WCCF bylaws.

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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: Gary Boyd  
Started On: 04/27/2011 03:16 PM  
Final Approval Date: 04/28/2011

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## salary grievance committee

### Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Rebecca Clemons, County Judge  
**Submitted For:** Rebecca Clemons  
**Department:** County Judge  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and consider approving a salary grievance committee, including alternates.

##### Background

Per LGC 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of Commissioner's Court. This committee will serve, if needed, through the FY2011-12 budget process with regard to elected officials salaries.

#### 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: Rebecca Clemons  
 Started On: 04/26/2011 11:53 AM  
 Final Approval Date: 04/26/2011

## PSTP Update

### Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Richard Semple, Information Technology  
**Submitted For:** Richard Semple  
**Department:** Information Technology  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Discuss and take appropriate action on the Public Safety Technology Program

##### Background

Richard Semple will update the Court on the Public Safety Technology Program (PSTP) and the Court will take any appropriate action.

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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: Richard Semple      Started On: 04/27/2011 04:36 PM  
Final Approval Date: 04/28/2011

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## Outside Counsel Commissioners Court - Regular Session

Date: 05/03/2011  
Submitted By: Wendy Coco, County Judge  
Submitted For: Lisa Birkman  
Department: Commissioner Pct. #1  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take possible action regarding roles and responsibilities of legal counsel, outside attorneys, and other attorneys who work for the county.

#### Background

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### Fiscal Impact

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

Link: [Areas of responsibility](#)

Link: [Civil Division](#)

Link: [Legal Advisor](#)

Link: [Civil Chief](#)

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### Form Routing/Status

Form Started By: Wendy      Started On: 04/29/2011 10:50  
Coco      AM  
Final Approval Date: 04/29/2011

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Dear Elected Officials and Department Heads,

This message is for purposes of informing you of the assigned areas of civil responsibility of attorneys in the Civil Division of the County Attorney's Office and clarifying the matters handled by the members of the Civil Division of the office.

The division of responsibilities within the Civil Division is mainly for organizational purposes and so you may have a known "first contact" or primary contact person who focuses on that particular area, but you may contact either Civil Division attorney as needed on any legal matter.

**Civil Chief / Of Counsel, Henry "Hank" Prejean:**

- Defense representation of Elected County Officials and employees on suits against them individually ; also represents County as a governmental unit to the extent authorized by Commissioners Court
- Legal advisor to the Sheriff and Sheriff's Department on various matters including matters related to the Sheriff's official duties; attends DRB's (Disciplinary Review Board hearings) and handles legal issues of the Sheriff's Department
- Answers any questions you have with regard to employment law and personnel-related matters. I recommend you also contact Lisa Zirkle-Human Resources as well.
- Answers questions and responds to claims and potential litigation against Elected County officials and their employees, and others upon request.
- Handles pre-suit damage claims (with the exception of utility/right-of way property damage claims under \$ 10,000 which are handled by Shannon Francis)
- Represents the County as claimant or plaintiff seeking recovery of damages or presenting contract claims that may result in litigation, when requested to do so by a Department Head or by Commissioners Court. If necessary files suit for County as plaintiff upon authorization from Commissioners Court
- Subpoenas for records directed to officials and employees of the Sheriff's Office, the Tax Assessor-Collector's Office and when requested by EMS: upon request, reviews, advises and responds to subpoenas for records served on officials and employees of those offices (Shannon handles subpoenas for all other Elected Officials' Offices)
- Assists the Sheriff 's Office and the Tax Assessor-Collector with Public Information Act requests (Shannon handles all other Elected Officials' Public Information Act requests)<sup>1</sup>
- Civil Enforcement of Open Meetings Act violations and complaints related to alleged violations
- General Counsel, as needed, on other matters; upon request, legal advice to County and Precinct Officials regarding the official duties of that official

**Shannon Francis:**

- Advises Constables , JP's and answers questions related to civil process, or execution and writs
- Advises other Elected County and Precinct Officials on issues related to the official duties of that official
- Handles all Mental Health cases
- Handles all Misdemeanor Bond Forfeitures for the County Attorney's Office
- Public Information Act requests: assists Elected Officials and their employees with all Public Information Act requests (All Elected Officials and their employees except the offices of Sheriff and Tax Assessor-Collector – *for example*, County Clerk, District Clerk, County Treasurer, Constables, JP's, etc.)
- Civil Enforcement of all Public Information Act violations and complaints related to alleged violations
- Handles utility/right-of way property damage claims under \$ 10,000
- Subpoenas for records directed to officials and employees: upon request, reviews, advises and responds to subpoenas for records served on officials and employees of all Departments *except* the Sheriff's Office, the Tax Assessor-Collector and EMS

For the time being, Expunctions, Non- Disclosures and Occupational Driver's License matters will be divided among the criminal law attorneys.

All **proposed Contracts** to be considered/approved by Commissioners Court and Interlocal Agreements for all Departments, *including Elected Officials*, should be referred to **Hal Hawes**, Legal Advisor to the Commissioner's Court

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<sup>1</sup> **Hal Hawes** handles legal questions and issues related to Public Information Act requests for the Commissioners Court and Departments under the Court

This listing is for purposes of clarifying the area of responsibilities and work of the attorneys of the Civil Division of the County Attorney's Office, including the handling of Open Records Requests.

## **Civil Division – County Attorney's Office**

### **Areas of Responsibility**

#### **1. OPEN RECORDS REQUESTS:**

##### **Elected County Officials<sup>1</sup>:**

*The Civil Division* (Civil Chief, Hank Prejean and Asst. County Attorney Shannon Francis with the assistance of administrative/legal assistant, Sheila Clevenger) will handle all Open Records Requests and matters directed to **all Elected County Officials** or members of their Departments (*except* any Elected Official who wishes to handle a particular matter "in-house") and, upon request, EMS.

**Hank Prejean, Civil Chief:** will handle and be the primary contact person for Open Records Requests from the Sheriff's Office, the Tax –Assessor-Collector's Office and EMS.

**Shannon Francis, Asst. County Attorney:** will handle and be the primary contact for all other *Elected Officials'* requests , but you may, of course , contact either one of us as needed or in the event of urgency.

#### **2. LEGAL OPINION INQUIRIES – GENERAL COUNSEL MATTERS:**

##### **Elected County Officials (and others upon request):**

*The Civil Division* will handle requests for legal opinions and general counsel-type matters<sup>2</sup> from **all Elected County Officials** or members of their Departments (*except for* any Elected Official who wishes to handle a particular matter "in-house"). The County Attorney has a statutory duty, on request, to give to a county or precinct official a legal opinion regarding the official duties of that official, Tex. Gov't Code § 41.007, and the Civil Division is available to serve your legal needs in this area upon request.

**Hank Prejean, Civil Chief:** will be your (the Elected Official or other County official/employee's) primary contact in our office for:

- all potential liability questions where there is the possibility of litigation or claims against the Elected County Official, a Department member or the County generally; answers questions and responds to claims and potential litigation against County officials and employees;

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<sup>1</sup> **Hal Hawes**, Legal Advisor to the Commissioners Court, handles legal questions and issues related to Public Information Act requests for the Commissioners Court and Departments under the Court.

<sup>2</sup> Matters regarding the formation or preparation of proposed contracts that will be approved by Commissioners Court should be referred to Hal Hawes, Legal Advisor to the Commissioners Court, for his handling.

- legal advisor to the Sheriff on various matters including matters related to the Sheriff's official duties ; attends DRB's (Disciplinary Review Board hearings) and handles legal issues of the Sheriff's Department
- questions you have with regard to employment law and personnel-related matters (it is recommended you also contact HR Director, Lisa Zirkle as well);
- General inquiries and requests for legal opinions from any Department
- Open Meetings Act questions and inquiries

**Shannon Francis, Asst. County Attorney:** will be your primary contact in our office for:

- Questions and legal inquiries from Constables or JP's and questions related to civil process, or execution and writs
- Other Department's inquiries as needed

### **3. CLAIMS/ POTENTIAL CLAIMS AND SUITS AGAINST ELECTED COUNTY OFFICIALS OR THEIR DEPARTMENT MEMBERS, INDIVIDUALLY (AND OTHER NON-ELECTED COUNTY OFFICIALS UPON REQUEST):**

#### **Elected County Officials (and others upon request):**

The County Attorney's Office has a statutory duty to defend Elected County Officials and other County officials in suits filed against them for actions arising from the performance of official duties. Tex. Local Gov't Code § 157.901, and the Civil Division is available to serve your legal needs in this area upon request. (The County official or employee may, of course, elect to obtain his/her own private counsel.)

**Hank Prejean, Civil Chief:** will be your (the Elected Official or other County official/employee's) contact in our office for:

- Questions and legal inquiries involving claims or potential claims against Elected County Officials or their employees;
- Suits filed against and served on Elected County Officials individually or their Department members individually ;
- Answers questions and responds to claims and potential litigation against Elected County officials and their employees, and others upon request.
- Represents the Elected Official as claimant or plaintiff seeking recovery of damages or presenting contact claims that may result in litigation, when requested to do so by the Elected Official or by Comm. Court for an appointed Department Head. If necessary files suit for County as plaintiff upon authorization from Commissioners Court;
- Handles pre-suit damage claims (with the exception of utility/right-of way property damage claims under \$ 10,000 which are handled by Shannon-see *below*);

- Also represents and defends County as a governmental unit when authorized to do so by Commissioners Court

**4. UTILITY/RIGHT-OF-WAY PROPERTY DAMAGE CLAIMS :**

**Hank Prejean, Civil Chief:** will be the primary contact in our office for:

- Utility/right-of way property damage claims of \$ 10,000 or more

**Shannon Francis, Asst. County Attorney:** will be the primary contact in our office for:

- Utility/right-of way property damage claims under \$ 10,000

**5. ANIMAL SHELTER CLAIMS:**

**Shannon Francis, Asst. County Attorney:** will be the primary contact in our office for claims against the Animal Shelter.

**6. SUBPOENAS FOR DOCUMENTS:**

**Hank Prejean, Civil Chief:** will be the primary contact in our office for:

- Subpoenas for records directed to officials and employees of the Sheriff's Office, the Tax Assessor-Collector's Office and when requested by EMS: upon request, reviews, advises and responds to subpoenas for records served on officials and employees of those offices (Shannon handles subpoenas for all other Elected Officials' Offices)

**Shannon Francis, Asst. County Attorney:** will be the primary contact in our office for:

- Subpoenas for records directed to officials and employees for all other Elected Officials' Offices: upon request, reviews, advises and responds to subpoenas for records served on officials and employees of all Departments *except* the Sheriff's Office, EMS and the Tax Assessor-Collector

**7. MISDEMEANOR BOND FORFEITURES:**

**Shannon Francis, Asst. County Attorney:** will be the primary contact in our office for all misdemeanor bond forfeiture matters.

**8. MENTAL HEALTH CASES/MATTERS:**

**Shannon Francis, Asst. County Attorney:** will be the primary contact in our office for all mental health matters.

**9. PUBLIC INFORMATION ACT – CIVIL ENFORCEMENT**

**Shannon Francis, Asst. County Attorney:** will be the primary contact in our office for all civil enforcement of the Public Information Act and for complaints related to alleged violations

**10. OPEN MEETINGS ACT – CIVIL ENFORCEMENT**

**Hank Prejean, Civil Chief:** will be the primary contact in our office for all civil enforcement of the Open Meetings Act and for complaints related to alleged violations

## Williamson County Job Description

Dept: County Judge

Job Title: Legal Advisor to  
Commissioner's Court

FLSA: Exempt

Pay Grade: 35

Effective Date: 9.28.2010

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### **JOB SUMMARY:**

- Drafts, reviews, revises and negotiates each contract/agreement to which Williamson County is a party to excluding road bond projects or condemnation matters.
- Attends Commissioner's Court sessions regarding contracts/agreements and other related legal matters as assigned.
- Serves as legal counsel to the Williamson County Benefits Committee.

### **ESSENTIAL DUTIES:**

- Reports directly to the Commissioners Court.
- Drafts, reviews, revises and negotiates each contract/agreement (excluding road bond projects or condemnation matters) to which Williamson County is a party to including county roads, parks and building construction contracts ranging from \$20k to \$5.6m; professional services agreements for architectural, engineering, and consulting services; purchase agreements for services and goods; inter local agreements between a multitude of federal, state and local entities, etc.
- Attends Commissioner's Court sessions, open and executive, regarding contracts/agreements and other related legal matters as assigned.
- Advises on open government matters including advising the Public Information Officer.
- Serves as legal counsel on the Williamson County Benefits Committee advising on all legal issues / questions related to employee benefit matters.
- Provides advice on various general legal questions / issues posed by the County's Elected Officials, Department Heads and citizens within Williamson County.
- Assists various Williamson County divisions and personnel by making sound suggestions based on solid legal principles and theories and communicates objectively the pros and cons of such suggestions.
- Must readily comply with departmental and county-wide policies and procedures.
- Related special projects as assigned.
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position.

## Williamson County Job Description

Dept: County Judge

Job Title: Legal Advisor to  
Commissioner's Court

FLSA: Exempt

Pay Grade: 35

Effective Date: 9.28.2010

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### **PHYSICAL DEMANDS:**

Position involves sitting at a desk or other workstation, standing, and frequent communication to other County employees, outside agencies, and outside legal counsel. Some travel may be required to various County offices and locations.

### **ENVIRONMENTAL FACTORS:**

Work is primarily indoors in an air-conditioned, smoke free office / courtroom. Continual work at a computer keyboard. High stress, pressure of deadlines and case management under limited time constraints. Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required to meet deadlines and accuracy requirements. This is an FLSA exempt position.

### **MINIMUM QUALIFICATIONS:**

A Bachelor's degree or higher in Jurisprudence from an accredited law school and a license to practice law in the State of Texas. Proven knowledge and experience with system software such as Oracle, 10 key calculators by touch, fax and copy machines. Excellent interpersonal, oral and written communication skills. Ability to work effectively with co-workers, employees and supervisors in a pleasant, professional manner. Must have strong organizational skills and a proven ability to maintain accurate, detailed and confidential records. Strong analytical and communication skills are essential to effectively and objectively advise and/or interact with personnel, external agencies, and outside legal counsel on legal matters. Must be able to work under pressure in a high volume office, produce accurate work and meet established deadlines. Must be mature, dependable, resourceful, and able to work independently and to maintain strict confidentiality. Subject to criminal background check.

**PREFERRED REQUIREMENTS:** Extensive, proven knowledge in the Juris profession with a clear knowledge and understanding of contractual principals and theory. Prior public sector experience in an exempt position.



## Williamson County Job Description

Dept: County Judge

Job Title: Legal Advisor to  
Commissioner's Court

FLSA: Exempt

Pay Grade: 35

Effective Date: 9.28.2010

---

### **SIGNATURES—REVIEW AND COMMENT:**

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title of Supervisor

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

County Judge  
Job Title of Department Head

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

### **Comments:**

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

## Williamson County Job Description

### Dept: County Attorney

**Job Title: Civil Chief, Chief, Civil  
Litigation**

**FLSA: Exempt**

**Pay Grade: 39**

**Effective Date: 3.19.2010**

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#### **JOB SUMMARY:**

- Primary responsibilities include extensive legal advice and counsel to the Commissioner's Court, the Sheriff and Sheriff's Department personnel, the Sr. Director of Human Resources and HR personnel and other County officials, including written communication and opinions on legal questions and case issues.
- Serves as the Civil Chief of supervision to the Civil Division personnel of the County Attorney's office.

#### **ESSENTIAL DUTIES:**

- Reports directly to the County Attorney.
- Provides defense counsel to the County and/or County officials in tort, civil rights, employment and other litigation in State and U.S. District courts, including conducting discovery/depositions, trial and appeal.
- Provides counsel to the County as plaintiff or claimant in civil actions or claims for damages or monetary recovery, including contract matters and contract litigation.
- Conducts legal research and analysis in preparation for legal opinions to County officials, including research and analysis of employment / personnel issues.
- Conducts legal research and analysis in preparation for legal briefs, pleadings and motions to be filed and argued in court regarding litigation pending against the County and/or County officials and employees.
- Provides legal advice and counsel to the Commissioner's Court, Sheriff and other County officials regarding legal inquiries and their official duties pursuant to law.
- Responsible for periodically attending Commissioner's Court open and executive sessions to offer legal advice and counsel.
- Provides litigation and claims handling to include reviewing and evaluating reports, documents and other information, interviews with County officials and employees, preparation and filing of letter communications, pleadings, motions and legal briefs.
- Consults with the County Judge and/or Commissioner's Court on proposed claims resolutions.
- Responsible for communication with claimants or attorneys representing claimants regarding conclusions.
- Responsible for providing oral advocacy in Courts at hearings, at trial or on appeal and at various meetings and mediations on litigation cases.
- Coordinates and consults with defense attorneys regarding litigations handled by outside counsel and with outside counsel on other matters such as condemnation / right of way matters.
- Provides contract review and preparation on special matters related to litigation or potential litigation or claims, such as settlement agreements.
- Supervision of the Civil Division to include assignment of delegated duties, approve leave requests as immediate supervisor, direction on office functions or duties and discussion / interaction with the County Attorney on office matters.
- Frequent communication with the Commissioners Court members, the Sheriff's Department and other elected officials, Department heads and employees, attorneys, opposing attorneys, the County Attorney and other Civil Division Personnel.
- Must readily comply with departmental and county-wide policies and procedures.
- Related special projects as assigned.
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position.

## Williamson County Job Description

Dept: County Attorney

Job Title: Civil Chief, Chief, Civil  
Litigation

FLSA: Exempt

Pay Grade: 39

Effective Date: 3.19.2010

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### **PHYSICAL DEMANDS:**

Position involves sitting at a desk or other workstation, standing, and frequent communication to other County employees and outside agencies in a high volume County Attorney's Office. Some travel may be required to various County offices and locations.

### **ENVIRONMENTAL FACTORS:**

Work is primarily indoors in an air-conditioned, smoke free office / courtroom. Continual work at a computer keyboard. High stress, pressure of deadlines and case management under limited time constraints. Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required to meet deadlines and accuracy requirements. This is an FLSA exempt position.

### **MINIMUM QUALIFICATIONS:**

Juris Doctor or Doctor of Jurisprudence from an accredited law school and a license to practice law in the State of Texas. Must have at least 15 years experience as an attorney, with at least 10 years civil litigation experience, including trial experience and first chair/lead counsel trial experience in Section 1983 Civil Rights litigation, Tort Claims Act litigation and employment-related litigation. Five (5) years of relevant supervisory experience as well as civil litigation and appellate experience is essential. Typing speed of 55 wpm. Excellent interpersonal, oral and written communication skills. Ability to work effectively with co-workers, employees and supervisors in a pleasant, professional manner. Must have strong organizational skills and a proven ability to maintain accurate, detailed and confidential records. Strong analytical and communication skills are essential to effectively and objectively advise and/or interact with personnel and external agencies on legal matters. Must be able to work under pressure in a high volume office, produce accurate work and meet established deadlines. Must be mature, dependable, resourceful, and able to work independently and to maintain strict confidentiality. Proven knowledge and experience with system software such as Oracle, 10 key calculators by touch, fax and copy machines. Subject to criminal background check.

**PREFERRED REQUIREMENTS:** Extensive, proven knowledge in the Juris profession. Civil litigation experience with a County or District Attorney's Office. Supervisory experience in the civil section of a County or District Attorneys Office.

## Williamson County Job Description

Dept: County Attorney

Job Title: Civil Chief, Chief, Civil  
Litigation

FLSA: Exempt

Pay Grade: 39

Effective Date: 3.19.2010

---

### SIGNATURES—REVIEW AND COMMENT:

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

County Attorney  
Job Title of Supervisor

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

County Attorney  
Job Title of Department Head

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

### **Comments:**

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

## Health and Wellness Center Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Lisa Birkman  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing advertising and setting date of June 1, 2011 at 3:00pm in the Purchasing Department to receive proposals for EMPLOYEE HEALTH & WELLNESS CENTER MANAGEMENT AND OPERATIONS, proposal# 11WCP1007.

#### Background

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### Fiscal Impact

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

Link: [Health and Wellness RFP](#)

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 04/27/2011 09:25 AM  
Final Approval Date: 04/28/2011

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WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

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## REQUEST FOR PROPOSAL

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### EMPLOYEE HEALTH & WELLNESS CENTER MANAGEMENT AND OPERATIONS PROPOSAL NUMBER: 11WCP1007

**PROPOSALS MUST BE RECEIVED AT OR BEFORE: June 1, 2011 – 3:00 PM**

**PROPOSALS WILL BE PUBLICLY OPENED: June 1, 2011 – 3:00 PM**

#### PROPOSAL SUBMISSION

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department **at or before Wednesday, June 1, 2011 at 3:00 PM**. Proposals will be publicly opened at 3:00 pm or soon thereafter in the Williamson County Purchasing Department.

**METHODS:** Sealed proposals may be hand-delivered or mailed to the *Williamson County Inner Loop Annex, Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626*.

**LOCATION DIRECTIONS:** Please see page 32 of this document for a map and directions to the Williamson County Inner Loop Annex.

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

#### PROPOSAL REQUIREMENTS

**PRE-PROPOSAL MEETING:** All vendors interested in submitting a proposal are invited to attend the non-mandatory pre-proposal meeting at **3:00 PM on Wednesday, May 18, 2011**, at the Williamson County Human Resources Department, located at the Inner Loop Annex, 301 SE Inner Loop, Suite 108, Georgetown, TX 78626.

**SUBMITTAL:** One (1) original proposal and three (3) copies should be submitted and consist of the COMPLETED AND SIGNED Proposal Form and any other required documentation. **All copies should have the same attachments as the original.**

**SEALED:** All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County requests proposer supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative. **Please see "V. EXPERIENCE AND HISTORY" for more information.**

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**FORMS:** All proposals must be submitted on the forms provided in this Request for Proposal. Changes to forms made by proposer may disqualify their proposal. Proposals cannot be altered or amended after submission deadline.

**LATE PROPOSAL:** Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;

- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County. In determining the overall best proposal, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a proposer's principal business location in determining the overall lowest and best proposal.

Option 2 – TLGC § 271.907. This option allows the County to evaluate proposals and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the proposer should provide information in narrative form indicating the anticipated air quality impact. Proposers are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful Proposer and Williamson County.

## **EMPLOYEE HEALTH & WELLNESS CENTER MANAGEMENT AND OPERATIONS**

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**CONTRACT ADMINISTRATION:** Under the Contract, Lisa Zirkle, Senior Director of Human Resources, (512) 943-1534, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners' Court and the successful Proposer.

**CONTRACT PERIOD:** The Initial Term of the Contract shall commence on the November 1, 2011 and continue for twenty-four (24) months thereafter. The Contract Agreement may be reviewed on an annual basis and may be renewed as described and set forth under "CONTRACT EXTENSIONS" below.

**CONTRACT EXTENSIONS:** On or before the Termination Date, the Williamson County Commissioners Court reserves the right to extend the Agreement, by mutual agreement of both parties, as it deems, in its sole discretion, to be in the best interest of Williamson County. Any such extensions will be in twelve (12) month increments for up to one (1) additional year, with the terms, covenants and conditions of the Contract Agreement remaining the same for any extension. The total term of the Agreement, including all extensions thereto, shall not exceed a maximum combined period of thirty six (36) months. Each new extension of the Agreement is contingent upon the approval of Williamson County Commissioners Court for each extended term in question. The County and the proposer agree that termination shall be the proposer's sole remedy if the Williamson County Commissioners Court decides not to extend the Agreement for additional term(s), as set forth above.

## **PROPOSAL CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5 PM CST on May 30, 2011**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

### **TECHNICAL CONTACT:**

Mr. Eric Smith  
Smith & Associates  
P. O. Box 92398, Southlake, TX 76092  
[eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com)

**PURCHASING CONTACT:**

Mr. Jonathan Harris  
Assistant Purchasing Agent  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626  
[joharris@wilco.org](mailto:joharris@wilco.org)

**MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** The price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the best proposal.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the

purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:  
<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is located on Page 30 of this RFP. This form must be completed, signed, and submitted with your Proposal.***

**ETHICS:** The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.



**DOCUMENTATION:** Proposer shall provide with this response, all documentation required by this request for proposal. Failure to provide this information may result in rejection of the proposal.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these

specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

## **PROPOSAL REQUIREMENTS**

Proposers must complete all forms and fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the proposal at Williamson County's option.

The total for each proposal submitted must include any applicable taxes. Although Williamson County (the County) is exempt from most County, State and Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized and stated on each proposal. The County cannot determine for the proposer whether or not the proposal is taxable to the County. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the proposals are awarded will not be honored.

Proposals deposited with the County cannot be withdrawn before the time set for Proposal Deadline. Request for non-consideration of proposals must be made in writing to the Purchasing Manager and received by the County before the time set for pending proposals. After other proposals are opened, the proposal for which non-consideration is properly requested may be returned unopened. The proposal may not be withdrawn after the proposals have been received, and the proposer, in submitting the same, represents, warrants and guarantees that this proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the Proposer. Proposer further acknowledges, by submitting this proposal that it is Proposer's intent to be bound by the terms and conditions contained in its submission.

Until final award of the Contract, the County reserves the right to reject any or all proposals, to waive technicalities, to request new proposals, or proceed to do the work otherwise in the best interests of the County.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind. However, the County reserves the right to waive any such irregularities and to make the award that represents the best overall value for the County.

The County reserves the right to reject any or all proposals in whole or in part, to waive any informality in any proposal, to declare inadequate or inappropriate any proposer failing to meet the specifications, and to accept the proposal which, in its discretion, is in the best interests of the County, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals as stated in the advertisement;
2. Proposal containing any irregularities;
3. Unbalanced value of any items; and/or
4. Failure to comply with the enclosed contract language.

Proposers may also be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the proposers;
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated;
3. The proposer being in arrears on any existing contract or having defaulted on a previous contract;
4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc;

5. Uncompleted work which, in the judgment of the County, will prevent or hinder the prompt completion of additional work if awarded; and/or
6. Failure to comply with the enclosed contract language.

The successful proposal/proposer may not assign his rights and duties under the award without the written consent of the County's Director of Purchasing. Such consent shall not relieve the assignor of liability in event of default by his assignee.

## **PROPOSAL SUBMISSION**

Though there is **not** a page limit for proposal responses, to save natural resources including paper, and to allow County staff to efficiently evaluate all submitted responses, Williamson County requests that responses be orderly, concise, but comprehensive in providing the requested information. Please limit additional, non-requested information. Please provide your Proposal response using:

- 8 ½" x 11" pages
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Vendor will submit one (1) original and three (3) hard copies to the County that includes a description of the services provided in this order:

- 1. Title Page shall include the following:**

Company name  
Contact name  
Address  
Telephone Number  
Email address  
Date of proposal

- 2. Table of Contents**

- 3. Executive Summary**

Include an executive summary, briefly stating the vendor's background, ability to meet key components, understanding of the work to be done and the vendor's ability to meet the County's goals and objectives.

- 4. Detailed proposal**

Proposal shall include an organized response to each section identified in the proposal. Clarity of items, organization of proposal and options shall be clearly identified and communicated. This section shall also include a timeline on key milestones and tasks in bringing the Wellness Center from design to operational by November 1, 2011.

- 5. Cost of proposed work**

The vendor shall provide a simple layout of all projected 1<sup>st</sup> year and 2<sup>nd</sup> year costs, including clearly identified startup costs. This simplified version may be supported by explanatory text following the summary layout. These will be reported as all inclusive and will be itemized by component. The fees will be fixed for the duration of the agreement unless otherwise specified. The vendor will clearly state how operating costs will be allocated and accounted for. The vendor will manage Wellness Center costs in line with County requirements.

**All proposers must include a financial statement audited by an independent third party.**

**All proposers must clearly mark cost proposal sections and place them at the front of the proposal.**

# AFFIDAVIT

STATE OF \_\_\_\_\_) §  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the proposal to submit the attached proposal. Affiant further states that the proposal has not been a party to any collusion among proposals/proposers in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing; or with any state official, County employee, County Commissioner, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions or actions between proposals/proposers and any state official, County employee, County Commissioner, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(Notary Public)  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Carrier/Administrator: \_\_\_\_\_  
Vendor: \_\_\_\_\_

## Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the County, shall file a completed conflict of interest questionnaire with the County Secretary not later than the seventh (7<sup>th</sup>) business day after the date that the person: (1) begins contract discussions or negotiations with the County; or (2) submits to the County an application, response to a request for bid or proposal, correspondence, or another writing related to a potential agreement with the County. The Conflict of Interest questionnaire **form is available below** or from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed questionnaires may be mailed or delivered to Williamson County Purchasing Department, Attn. Jonathan Harris, Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 106, Georgetown, Texas, 78626.

**SEE BELOW**

**CONFLICT OF INTEREST QUESTIONNAIRE Page 1**  
**For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of person doing business with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

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**4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

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**CONFLICT OF INTEREST QUESTIONNAIRE Page 2**  
**For vendor or other person doing business with local governmental entity**

**5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  
☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
☐ Yes ☐ No

D. Describe each affiliation or business relationship.

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**6**

\_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

## STATEMENT OF COMPLIANCE

Please submit as a part of your proposal the following information:

**RE: Williamson County**

We hereby acknowledge receipt of Request for Proposal for Employee Health & Wellness Center Management and Operations and certify that our proposal conforms to the RFP except as detailed below:

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Organization

---

Signature

---

Date

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Title



## **FELONY CONVICTION NOTICE**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code Section 44.034. Following is an example of a felony conviction notice:

### **FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a municipality must give advance notice to the County if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a municipality may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The County must compensate the person or business entity for services performed before the termination of the contract."

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Detail of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

## BONDING, INSURANCE AND INDEMNITY

### Performance, Payment, and Maintenance Bonds

The successful contractor for renovation and construction of the chosen facility site must furnish performance, payment and maintenance bonds with appropriate "powers or attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the County.

### Insurance

The Proposer, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000
Comprehensive General/Liability	\$1,000,000 (Combined Single Limit)
Consultants, architects, engineers, landscape Design specialists, other professional services	\$500,000 Professional Liability with proof that aggregate is still Available
Professional Malpractice Insurance	\$400,000 / \$800,000

The successful contractor must provide insurance certificates satisfactory to Williamson County within ten (10) working days after notification of award. Failure to supply such insurance shall be a breach of contract. All policies shall be of the "occurrence type" and Williamson County **shall be listed as an additional insured** (to the extent Contractor/County are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming Williamson County, "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the County of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted with proposal.

### Indemnity

The successful contractor shall defend, indemnify and hold harmless Williamson County and all its officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against Williamson County and participating entities growing out of such injury or damages.

**Tentative  
Project Time Table**

<b>Advertise</b>	<b>May 3, 2011</b>
<b>Deadline for Proposals</b>	<b>June 1, 2011 3:00 pm CDST</b>
<b>Proposal Analysis</b>	<b>June 1- July 1, 2011</b>
<b>Interview Process</b>	<b>July 11-22, 2011</b>
<b>Vendor Contract Negotiations</b>	<b>July 25- August 19, 2011</b>
<b>Commissioners Court Approval</b>	<b>August 23, 2011</b>

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<b>Section A</b>	<b>Background Information</b>
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<b>Section C</b>	<b>Employee Health &amp; Wellness Center Management and Operations Scope of Services</b>

## **SECTION A: BACKGROUND INFORMATION**

The County currently has 1,738 full and part time employees. The group Health plan covers 1,296 employees plus their dependents and 62 retirees plus their dependents. Williamson County has a Self-funded Medical benefit program administered by United Healthcare with (3) Medical Plans to choose from. The Wellness Center would service all eligible employees, retirees and their eligible dependents.

Currently, the County does not manage any medical facility or employ medical staff that offers services similar to those planned for the Wellness Center. Vendors will coordinate within the framework of Williamson County's current health plan and services currently in place, such as the County Wellness Program, and in accordance with Texas Workers Compensation Act.

The County's Wellness Program is currently split into two main focuses. First, is a financial incentive for members who have their Wellness visits done by their PCP. Secondly, the County is instituting a significant rate differential for tobacco use vs. non-tobacco use. It is the County's intent to utilize the new Health & Wellness Center for a majority of these programs.

Through this Wellness Center, the County is committed to partnering with Wellness Center personnel to:

1. promote and encourage healthy behaviors in our employees and to support the wellness initiatives.
2. promote a drug free/tobacco free environment for our employees.
3. ensure injured employees receive prompt and competent treatment with a focus on recovery and return to work.

**The County may have a building with ample space for the Wellness Center but will need to be modified. Proposer should prepare a response with the County supplying the facility and without the County supplying the facility.**

The bulk of this RFP is for:

Employee Health & Wellness Center Management and Operations

Please note that your inability to quote the above option would not preclude you from being selected as a finalist. Should you have standard products, which do not in their entirety meet the RFP, please feel free to quote based on your standard package. However, you must specify any and all deviations in your quotation and the RFP on the Statement of Compliance. It will be assumed that your proposal is in compliance if deviations are not noted in the Statement of Compliance.

Any prospective proposer will be responsible for having qualified personnel and computerized systems capable of handling an entity of this size and demonstrate your ability to provide the services outlined under the Scope of Services section. The proposer must provide references and proof of the providers' ability to serve satisfactorily to the County.

Commissions, fees, or other reimbursement arrangements must be disclosed. Each proposer must sign the non-collusion Affidavit enclosed or the proposal may not be considered.

## **SECTION B: GENERAL REQUIREMENTS**

### **1. Exclusions & Limitations**

It is imperative that any exclusions, limitations or any deviations be clearly outlined and discussed. A proposer is expected to explain, in detail, any limitations.

### **2. Commission**

**No commissions or service fees shall be paid to any party without full disclosure.**

### **3. Compliance with the Request for Proposal**

All responses are to be prepared according to the Request for Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing on the **Statement of Compliance Form**. After a commitment has been made by the County, the proposer will be held responsible for **all** items contained in the specifications.

### **4. Effective Date**

The effective date of the new contract(s) will be November 1, 2011.

### **5. Quoted Rates**

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your response to the proposal and denote any additional guarantees your company may wish to extend to the County. It is the County's intent to establish an initial two-year contract with the new Health & Wellness Center Management Company, provided renewal rates are acceptable and can be given within your proposal. Multiple years, rate guaranteed, contracts will receive preference. The proposal must clearly state:

- a) The guaranteed period of time. Any adjustments on an annual basis must have an acceptable negotiable cap; and
- b) Must include a clause retaining the County's continuing right to terminate the contract at the end of the County's budget period; and
- c) A clause conditioning the continuation of the contract on the County's best efforts to appropriate funds for the payment of the contract.

### **6. Renewal Rates**

The selected vendor is required to deliver a rate adjustment no later than 90 days before the anniversary date each year.

### **7. Ownership of Records**

All records, member files and miscellaneous data necessary to operate the Wellness Center shall be the property of the County. The selected administrator will be asked to transfer records to the County within 30 days of notice of termination.

**8. Master Contract**

The master contract shall be provided to the County no later than 30 days before effective date. Please confirm your ability to provide this service and meet the deadline in your bid response.

**9. Vendor Selection**

The selection of the vendor should be made on or before **August 30, 2011.**

**10. Right to Audit**

The County reserves the right to audit the invoices and supplies, as they pertain to the Health & Wellness Center whenever it is deemed appropriate. Such audits may be performed by the County's personnel or by outside auditors selected by the County.

**11. Data Caveat**

The data contained in this section has been supplied by the County and United Healthcare. It has been gathered and coordinated by the consultant and reviewed as to accuracy on a "best effort" manner. This request for proposal is qualified to the extent the data provided is accurate.

**12. Biography**

Please provide a brief biography or relevant experience on key personnel in management.

**13. Provider Selection**

The County requests the right to interview all potential candidates for employment at the Health & Wellness Center.

**14. Client Information**

The proposer data needed:

- . 3 termed clients within last 5 years
- . 2 new clients within last year
- . 5 existing clients for 3 or more years

**15. Proposer Selection / Consideration**

A review committee will judge the merit of the proposals received in accordance with the general criteria defined herein. Failure of vendors to provide in their proposals any information requested in their RFP may result in disqualification of the proposal. The sole objective of the review committee will be to select the proposal that is most responsive to the County's need. The County reserves the right to discard any and all RFP responses if, at the County's sole discretion, it is determined that moving forward would not be economically feasible for the County.

The qualified proposal shall be considered based on the following evaluation criteria:

FACTOR	WEIGHT
Detail and thoroughness of RFP responses (see 1 below)	35%
Cost of Proposal (see 2 below)	35%
Experience (see 3 below)	30%

1. Detail and thoroughness of the RFP responses to each section in the proposal – 35%
  - a. Demonstrated ability to match the County's business needs and expectations with the Wellness Center concept (from building, to supplies and delivery of services by Wellness Center staff)
  - b. Clear descriptions of the various programs, slated to be included in the Wellness Center, including – but not limited to – first-line medical care, chronic disease management, preventive risk factor reduction program, wellness initiatives.
  - c. Evidence of ability to out-refer care to community providers in a congenial way that can be tracked.
  - d. Ability to show patient tracking and activity reporting capabilities.
2. Cost of proposal and services – 35%
  - a. Clearly outline 1<sup>st</sup> year and 2<sup>nd</sup> year costs, including those that are one-time and recurring.
  - b. Willingness to comply with County regulations regarding invoicing and payment terms
  - c. Clear statement regarding risk sharing in relationship to attaining cost savings through the Wellness Center (if agreed to).
3. Experience – 30%
  - a. Evidence of Wellness Center management in the public sector, or in absence of public entity, private business Wellness Center.
  - b. Evidence of high employee satisfaction
  - c. Evidence of high patient/participant satisfaction
  - d. Evidence of involvement with County staff to meet expectations
  - e. Past work experience with Wellness Centers

#### **REQUIRED WORDING FOR CONTRACTS**

1. Non-Exclusive Agreement. This agreement is non-exclusive, and the plan may make similar agreements with other providers.
2. Indemnification – (Provider)  
\_\_\_\_\_ shall defend, indemnify and hold harmless the plan from any and all claims, demands, liabilities, and expenses (including attorney's fees and costs of defense) incurred by the Plan as a direct and sole result of the performance of its obligations under this agreement.
3. Indemnification – (Plan or the County ) – None
4. Ownership of records and databases. Except for microfilm, all records relating to the Plan and the Employer that come into the possession of \_\_\_\_\_ shall remain the property of the Employer and shall remain confidential; provided that \_\_\_\_\_ shall have the right to make copies of such records and data and to include data collected during the performance of this Agreement with data collected from other sources to create one or more master databases. All such master databases and any data included therein shall be the property of \_\_\_\_\_ and shall not be used or disclosed by Employer; provided, however, that \_\_\_\_\_ shall not disclose to any third party any Employer-specific or Plan-specific data contained in any such master database.



5. Term. This agreement shall commence on November 1, 2011, and continue for twenty-four (24) months thereafter. The Contract Agreement may be reviewed on an annual basis and may be renewed for one (1) additional year beyond the initial twenty-four (24) month period unless Exhibit A (schedule of fees and services) is changed without written approval by the Plan or terminated earlier as provided herein. Either party may terminate this agreement with a 60-day notice.
6. No arbitration.
7. Independent Contractor. \_\_\_\_\_ is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the Plan and \_\_\_\_\_ or any of \_\_\_\_\_'s agents or employees or between \_\_\_\_\_ and any member of its staff. \_\_\_\_\_ assumes exclusively the responsibility for its acts and the acts of its employees as they relate to the services to be provided during the course and scope of their employ. \_\_\_\_\_, its agents and employees shall not be entitled to any rights or privileges of the Plan's employees and/or Members and shall not be considered in any manner to be the Plan employee(s).

**Include a "sample contract" for professional services.**

**Any deviations, whole or in part, must be disclosed in the "Statement of Compliance". Any deviations must be enclosed in RFP. If an agreement is not met between the County and proposer, the proposal will be rejected and a subsequent proposal will be chosen.**

## **SECTION C: EMPLOYEE HEALTH & WELLNESS CENTER MANAGEMENT AND OPERATIONS SCOPE OF SERVICES**

### **I. SCOPE OF SERVICES**

The selected organization will be responsible for managing the day-to-day operations of an employee Health & Wellness Center, including the care and treatment of employees, as well as providing enhanced health awareness, education and follow-up on employee health issues.

Specifically, the following core services are expected to be delivered in the center, in conjunction with the current programs in place;

1. Conduct pre-employment physicals as requested;
2. Serve as a collection site for pre-employment, random, reasonable suspicion, post-accident, return to duty and follow-up drug and/or breath alcohol testing in accordance with DOT/FTA testing.
  - a. Testing and specimen collection shall include primarily regulated drug screens in accordance with the procedures in 49 CFR Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs and comply with the Drug Free Workplace Act and the Department of Transportation regulations, including the use of split samples and bluing agents in the toilet water.
  - b. A certified Breath Alcohol Technician (BAT) will conduct breath alcohol tests in compliance with DOT regulations.
  - c. Provide for proper chain of custody and all necessary forms relating thereto.
  - d. Provide all collection supplies.
  - e. Provide transportation of specimen to laboratories.
  - f. Provide qualified Medical Review Officer (MRO) services for DOT regulated negative test results and determinations for all confirmed positive test results received from the laboratory. (Both regulated and non-regulated.)
  - g. Ensure that negative results of all DOT regulated drug tests are sent for confirmation to the Medical Review Officer within 24 hours. All negative results of Non-Regulated test results must be forwarded to the County within 24 hours. All confirmed positive results must be reported to the MRO within 48 hours (confirmation must be done in compliance with the applicable federal, state and local regulations).
  - h. Provide required reporting in accordance with SAMHSA/NIDA/DOT regulations.

**\*\*Please note: This service is to be considered as an “add on”. The County would like this service priced separately in order to determine the cost effectiveness.**
3. Give inoculations and vaccinations including flu shots, tetanus, etc. as desired or promoted by the County or during wellness related health screenings and events.
4. Provide minor care for injured employees, in accordance with state law, and case management.
  - a. Prompt Treatment – injuries to receive preferred service (no waiting periods) by a licensed physician.
  - b. Communication with the County: The Physician shall contact the designated Human Resource staff member with the employee's condition, treatment, prognosis, and return to work status.

- c. Case Management to include loss control, peer to peer review and computerized tracking.
- 5. Provide primary medical care for employees who have non-occupational illness or injuries.
- 6. Provide state of the art technology to support scheduling requirements for employees and online check-in.
- 7. Support wellness initiatives in conjunction with the County's wellness program, including but not limited to conducting:
  - a. Health Screening – Blood Pressure checks, HDL/LDL Cholesterol, Blood Sugar, Total BMI and other screenings as requested during the year.
  - b. Provide employee follow-up and wellness education.
  - c. Offer comprehensive Health Risk Assessments (with reports back to individuals and to the County on an overview of our total risks, what to focus on to reduce risks. All reporting should be in compliance with HIPAA requirements).
  - d. Chronic disease management and monitoring and employee education
  - e. Coordination with the County's wellness representative to support wellness related activities.
  - f. Assist the County in developing wellness initiatives that have a direct impact on potentially reducing identified health risks in the County.
- 8. It is the County's intent that the Wellness Center will provide pharmacy benefits if the cost and implementation is determined to be a benefit to the County and its employees. This will be considered as an option during the review of this Wellness Center feasibility study. If these services are offered, please provide detailed pricing information.
- 9. Provide Pediatric services by a Pediatrician on a limited basis.
- 10. Perform Serum Catinine Test as required by the County Tobacco/Non-Tobacco Policy.

## **II. WELLNESS CENTER HOURS**

The Wellness Center is expected to operate initially during normal business hours of 8:00 am to 8:00 pm. Due to various shifts that employees work at the County, the requested hours of operation are as follows.

Monday:	10am – 2pm
Tuesday & Thursday:	12pm – 8pm
Wednesday & Friday:	9am -5pm
Saturday:	10am -2pm

Alternate hours or extended hours may be proposed as options, but should be quoted in addition to the standard operating hours. Hours may be extended after the Wellness Center is operational, based on demand, demonstrated success in meeting the County's expectations and quality of care.

After-hours, weekend and emergency care will be provided through established Urgent Care Centers and ER Facilities.

If the Wellness Center is to be staffed by someone other than an MD/DO during the evening hours or Saturday hours, please explain the licensure of the individual you expect to fulfill those hours. A Nurse Practitioner is acceptable to the County during these hours.

### **III. REPORTING**

The selected vendor will deliver management reports on an agreed upon timeframe (quarterly, etc.) to include:

- a.** Wellness Center census data (employees seen/day; time/visit; etc)
- b.** Financial performance data
- c.** Employee satisfaction data
- d.** Referral data
- e.** Cost savings
- f.** Wellness initiatives and efforts

In addition to the above mentioned reporting requirements, the County is also requesting that member specific disease states are transmitted to the designated Disease Management Company on a monthly basis.

### **IV. WELLNESS CENTER MANAGEMENT AND OPERATIONS**

- a.** The selected vendor will operate the Wellness Center on a day-to-day basis to include, but not limited to, the following components:
  - i. Staffing of medical, technical and support staff that demonstrate strong interpersonal skills, exceptional service philosophy and passion for the treatment, care and recovery of patients;
  - ii. Supply and inventory management;
  - iii. Medical administration of patient care including patient management and referral management;
  - iv. Maintain communications with County officials regarding patient status within HIPAA and ADA guidelines;
  - v. Maintain employee records in a secured environment and efficient matter and in compliance with HIPAA regulations;
  - vi. Actively manage the County's employee health by deploying target wellness and chronic disease management initiatives with internal or subcontracted vendors;
  - vii. Maintain open dialogue with the County's medical providers and County officials in charge of those functions to balance the employee's recovery;
  - viii. Assist and actively engage in cost savings management initiatives;
  - ix. Provide regularly scheduled reports to the County that sufficiently describe the program impact, cost impact, employee satisfaction, and other parameters as agreed upon with the County;
  - x. Manage and dispense prescription drugs, to include specialty pharmacy and biotech medicines, etc.;
  - xi. Refer members to cost effective, local providers who are in the County's PPO Network.

- b. Wellness Center Start-up**

The selected vendor will be expected to engage in development work leading to an efficient and successful Wellness Center. To that extent, the vendor, in tandem with County officials, or County designated representatives, will extend any of its purchasing benefits, resources, networking contracts, or additional opportunities to minimize cost and optimize resources. The Wellness Center is to be furnished and maintained in the most professional and efficient manner possible.

**c. Communications and Promotion of the Wellness Center**

The vendor will provide resources and expertise to ensure an optimal and positive positioning of the Wellness Center at time of opening. The County values the employees' high endorsement received from the surveys and interviews and expects that to translate into high participation volumes. In recognition of that, the vendor will coordinate its marketing and promotional efforts with County interests.

**d. Quality Assurance and Liability**

- i. The selected vendor will provide proof of high patient service quality through its patient satisfaction program, patient complaint handling and its conformance with regulatory requirements. Given the oversight by Risk Management and Employee Benefits, this aspect will be emphasized during the selection process.
- ii. The vendor will clearly state the extent to which it will accept liability for the services provided and the extent to which the County will be liable. The vendor will provide any examples of liability cases that it may be aware of to assist the County in determining its potential liability.

**e. Add-On Services**

The vendor, with County approval, will recommend additional services on an as-needed basis. Such services will be evaluated on medical and cost aspects as well as overall impact to the County. One such item the County is interested in is an X-ray Machine. Please give a separate cost breakdown of having such services available in the Wellness Center and include advantages and disadvantages.

**V. EXPERIENCE AND HISTORY**

The vendor shall provide a demonstrated history of successful Wellness Center design, start-up and management. The vendor shall provide detail to outline projected steps in Wellness Center startup and provide at least one site visit for 2-3 County staff of a recently implemented and operational Wellness Center similar in scope to what the County is requesting. References of the proposer's Wellness Centers shall include: a Wellness Center in operation in excess of 5 years, less than 5 years and newly implemented. It is important that the County obtains a comfort level with the vendor for the quality of work proposed as well as the conceptual fit of the Wellness Center with the County's intent to manage cost and optimize employee relations. Further, the proposer must disclose how they will find staff to work in the Wellness Center that fit the County's organizational culture of care and service delivery expected of a world-class organization.

**Scope of Services Questionnaire**

Williamson County seeks a company to offer on-site medical services to its employees and dependents to include but not limited to primary care, health risk assessments, call support, immunizations, injections, new hire physicals, exams and screenings (including random and required drug testing), prescriptions, pharmaceuticals, disease management, and primary care case management. In addition to on-site healthcare the County desires the on-site medical services to provide health risk assessments and handle on-the-job injury services including treatment of injuries and case management. The County is also interested to know if the proposer can offer disease management services driven by its health plans medical and pharmacy claims data so it can reach members who don't access the Wellness Center. The provider will work with the County's existing wellness program to provide educational, intervention and incentive programs. The company must comply with all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA).

In order for the County to fully understand your services, please answer the following questions as thoroughly and succinctly as possible:

**Primary Care:**

1. How are appointments scheduled?
2. How many appointments per day are you estimating?
3. Clearly explain:
  - a. What level of staff you are projecting (P.A., Nurse, MD, etc)
  - b. Their normal projected salary
  - c. Their projected hours per day at the Wellness Center
4. Is the appointment scheduling process available online?
5. Describe the types of problems that can be addressed on-site.
6. Describe if you support implementing a pharmacy on-site or recommend this as a 2<sup>nd</sup> phase.
7. What hours of operation are you proposing?
8. What if a disease process escalates?
9. Will your physician(s) have hospital privileges? If so, where?
10. Describe the primary care case management process.
11. What if the medical team is not available on the day the care is needed?
12. How will you refer after hours issues?
13. The County will expect some pediatric coverage at the Wellness Center, please explain how you can and will address this coverage.

**Pharmacy:**

1. Please explain your methodology for dispensing prescription drugs through the Wellness Center.
2. Please explain in detail how you propose to handle the inventory of Prescription drugs.
3. What guarantees are you willing to put in place, assuring the County they will not be at risk for Out of Date Prescriptions?
4. Is your organization capable of supplying the County EMS Department with their medical supplies? If so, at what costs?
5. Please explain how your ability to supply specialty and biotech drugs through the Wellness Center.
6. How would you propose getting prescriptions to members who live a great distance from the Wellness Center?

**Communication Plan & Member Services:**

Please provide a proposed communication plan for introducing the on-site healthcare and wellness program and reference the on-going communication process. Outline your company's responsibilities in these processes.

Please include copies of your educational materials and timelines for distribution.

1. How can employees communicate with the medical team?
2. How do you determine locations of service and standard hours of operations for member services?
3. Will you utilize existing resources for Wellness Centers?
4. What staffing do you envision?
5. What days and hours of operation do you recommend?
6. Describe your ability to provide health care on nights and weekends.
7. Is your health risk assessment available both on-line and off-line?
8. Can your website be linked with the County's website?
9. Describe your ability to communicate with an employee population that is geographically dispersed. Provide examples if appropriate.
10. Discuss the frequency and type of communications that eligible persons will receive throughout the program period.
11. How can an employee access your company for Member Services after hours?
12. Provide your web address and any access codes needed to explore your services.
13. Are you willing to let the County use its own branding on communication and program materials?

**Identification of High Risk Individuals:**

Understanding that there are a variety of methodologies for implementing a HRA/targeted intervention process, please explain in detail the HRA/targeted intervention model that your organization would recommend be implemented. Explain the rationale behind your recommendation. Please keep in mind that this needs to be a confidential process following all HIPAA guidelines.

1. How would your company identify high-risk members?
2. Please describe your methodology for tracking and intervening with high-risk members on an on-going basis.
3. Do you stratify members by severity of risk for complication? Please elaborate.
4. What Health Risk Assessment (HRA) do you use and how long have you used it? List all risk factors you identify in your profile. Please provide a sample HRA in your response.
5. How often do you recommend that the members have an HRA?
6. Please describe turn-a-round time for each of the following areas:
  - a. Providing the HRA results to individuals;
  - b. Contacting individuals for possible interventions;
  - c. Providing the County with a summary report of the initial HRA results.
7. Please describe how your organization would provide a system to assist HRA participants in completion of their questionnaires and in the interpretation of their personal profile.
8. What level of participation can we expect in year one, two and three of this program?

9. Describe how your organization will set and reach participation goals?
10. Do you recommend using incentives? If so, please describe the incentives your organization recommends.
11. Please describe your plan to involve new employees in the HRA process.
12. Please describe your capabilities to update an individual's HRA record while conducting follow-up calls.
13. How does your HRA monitor and report individual changes from year to year?
14. Describe in detail how Wellness Center data gathered at the Wellness Center will be shared with the County's Case Management/Disease Management vendor.
15. Describe how you envision working collectively with the County's Case Management / Disease Management Vendor.

**Intervention:**

Please describe a typical intervention conversation.

1. Are telephone conversations monitored for quality assurance? If so, how?
2. Describe the process for engaging the targeted individual.
3. Describe the process for persons you are unable to reach.
4. Describe and provide samples of any support materials used with the intervention.
5. Describe the process for documentation and tracking of each conversation.
6. Describe and provide samples of any management reports on intervention activity.
7. How do you link to on-site or community programs (Employee Assistance Programs, Wellness Screenings, etc.)?
8. Describe your methods for ensuring confidentiality of caller information.
9. Indicate what type of provider interventions and education your plan provides and the results of these interventions.

**Measurement Tools & Results:**

Provide a copy of your quality assurance program. This should include standard measurement criteria for on-site healthcare activities, costs, outcomes, HRA, disease management, member services, member intervention and educational materials.

1. How would you propose measuring the outcomes and success of the overall program?
2. Describe your standard management reports. Describe your custom reporting capabilities and the associated costs. Please provide a recommendation and examples of reports that you would provide the County.
3. Provide examples of the following:
  - a. On-site healthcare activity report
  - b. HRA and member profile



- c. Member participation
  - d. Member intervention
  - e. Financial summary/savings report
  - f. Are management reports available on-line?
4. Describe how your plan specifically evaluates the effectiveness of primary care case management. Include any results of the evaluation as an attachment.
  5. Provide all Wellness Center indicators used to track the success of the program and the results, if any, by year since inception of the program.
  6. Describe specifically how records for individuals with both personal health and job injury Wellness Center experience will be managed.

**HIPAA Compliance:**

1. Is your firm HIPAA compliant?
2. Describe your system for the assurance of personal health data security.
3. Has your network security systems ever been breached? If so, please explain in detail.

**Proposed Program Costs:**

It is the County's intention to provide on-site health care and population health management services including health risk assessment to every employee and their dependents on our self-funded medical plan.

Please include the following in your detailed pricing qualifications:

1. Fees broken out for each recommended key component of making the Wellness Center operational:
  - a. Average cost per visit
  - b. Hours per day per staff
  - c. Salaries of Staff
  - d. Supply costs
  - e. Expected number of visits per day
  - f. Any other estimated costs

## Advertising of Projects

The Williamson County Purchasing Department is continually looking for efficient ways to notify vendors regarding our bids, proposals, and requests for qualifications, and wants to know how vendors are finding out about County projects. Though not a requirement, please answer and submit the following short survey with your RFP response. Thank you in advance for your feedback.

My company/firm was made aware of the RFP by:

- |  |                    |
|--|--------------------|
| a. An ad in the Austin American Statesman newspaper    | _____ Yes _____ No |
| b. An ad in the Williamson County Sun newspaper        | _____ Yes _____ No |
| c. An email notification from the County               | _____ Yes _____ No |
| d. The County Purchasing Department website            | _____ Yes _____ No |
| e. County Department or Employee                       | _____ Yes _____ No |
| f. Plan room(s)<br>Name of Plan Room(s) _____<br>_____ | _____ Yes _____ No |
| g. Texas Comptroller, Electric State Business Daily    | _____ Yes _____ No |
| h. Other: _____  | _____ Yes _____ No |

Any additional advertising suggestions?



## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**

**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY PROPOSAL FORM**  
**EMPLOYEE HEALTH & WELLNESS CENTER**  
**MANAGEMENT AND OPERATIONS**

**PROPOSAL NUMBER: 11WCP1007**

NAME OF PROPOSER: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

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

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop  
Georgetown, TX 78626**

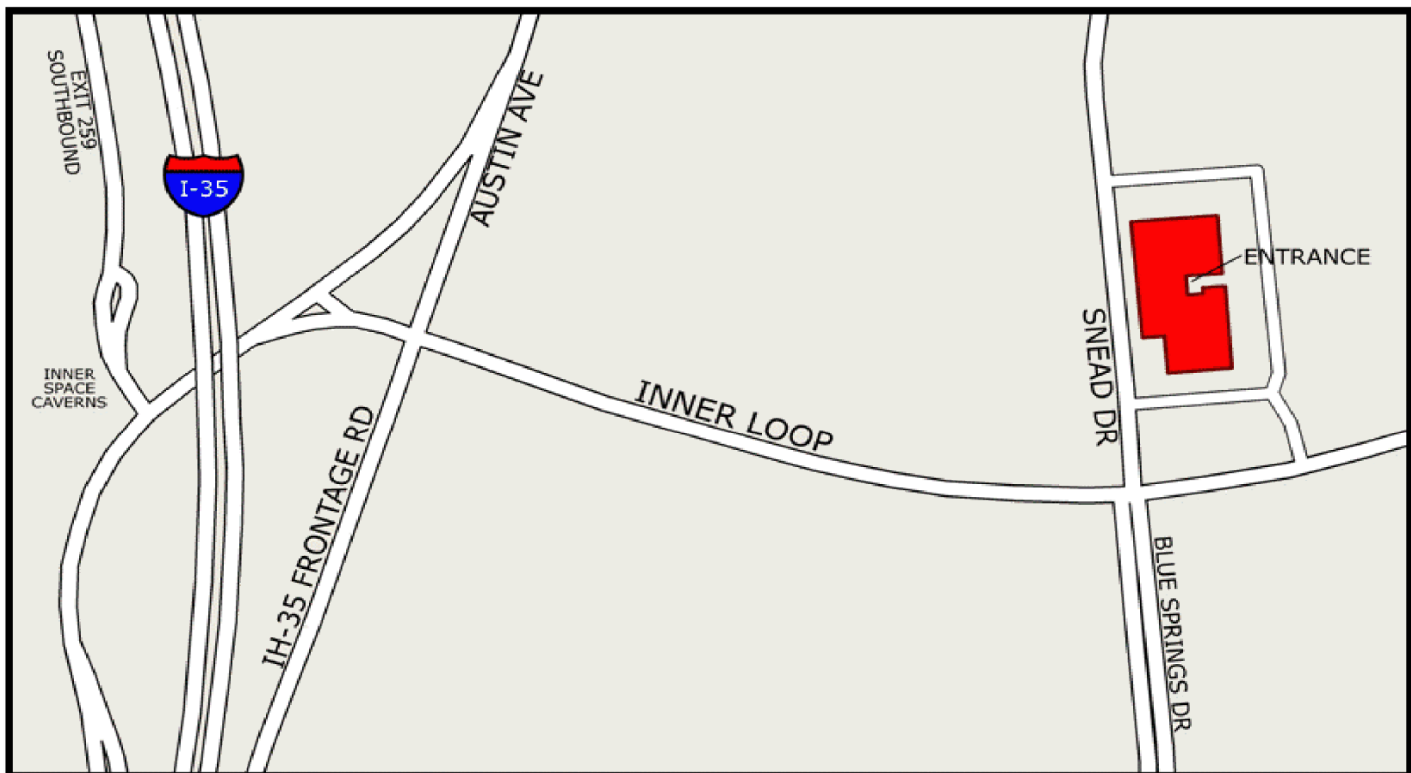
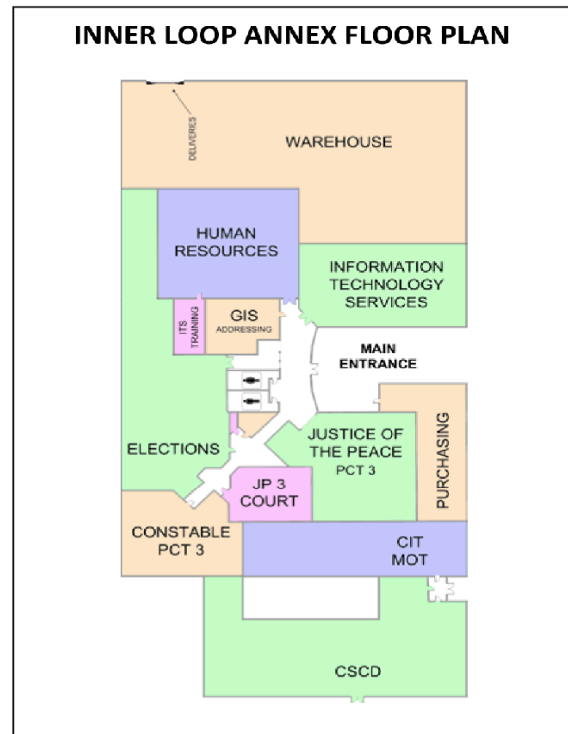
## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound  
Exit 259  
Stay on frontage road for approximately 2 miles  
At stop sign, go right on Inner Loop  
Just past Snead Drive, the Inner Loop Annex is on the left  
Main entrance is on the side of the building by the flagpoles

### From North (Georgetown, Jarrell)

Take IH-35 Southbound  
Exit 259  
At stop sign, go left under the overpass  
At stop stay straight onto Inner Loop  
Just past Snead Drive, the Inner Loop Annex is on the left  
Main entrance is on the side of the building by the flagpoles



## Renewal of existing traffic maintenance contract Commissioners Court - Regular Session

**Date:** 05/03/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Joe England  
**Department:** Purchasing  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Consider authorizing the renewal of our current contract with Austin Traffic Signal Construction Co., L.P., providing traffic signal maintenance services to the County. There are no changes to prices, terms, or conditions of the current contract.

#### Background

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### Fiscal Impact

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

Link: [Renewal Letter](#)

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 04/28/2011 08:19 AM  
Final Approval Date: 04/28/2011

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# ***Austin Traffic Signal Construction Co., L.P.***

P.O. Box 130  
Round Rock, Texas 78680-0130

Tel: (512) 255-9951  
Fax: (512) 255-0146

Williamson County Purchasing Department  
Attn: Jonathan Harris  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626

April 27, 2011

RE: Renewal – Traffic Signal Maintenance for Williamson County Bid Number: 10WC807

Mr. Harris,

This letter is to inform you that Austin Traffic Signal Construction Co., L.P. wishes to renew our current 10WC807 contract for the above referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning April 27, 2011, through March 27, 2012

Sincerely,

Edward G. Schroeder Jr.  
Vice President – Austin Traffic Signal Construction Co.

## Discuss Real Estate Matters

### Commissioners Court - Regular Session

**Date:** 05/03/2011  
**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: 04/27/2011 09:44  
AM  
Final Approval Date: 04/28/2011

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