

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**JUNE 14TH, 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 – 16 )

5. Discuss and consider approving line item transfers for the District Attorney.
6. Consider approving a line item transfer for Mobile Outreach Team

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0341-003100	Office Supplies	\$540.00	
To	0100-0341-004541	Vehicle Repairs & Maintenance	\$540.00	

7. Discuss and consider approving a line item transfer for Veteran Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0405-004999	Miscellaneous	160.00	1
to	0100-0405-004211	telephone service	160.00	2
From	0100-0405-003901	Publications/Books/Periodicals	50.00	3
To	0100-0405-004350	Printed Materials & Binding	50.00	4

8. To Discuss and take appropriate action on a Line Item Transfer for Road & Bridge

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
TO	0200-0210-004531	Maint. Agreements-Brushy Creek	\$107.28	
FROM	0200-0210-004544	Repairs to Office Eqpt.	\$107.28	

9. Consider approving Justice of the Peace #4, May, 2011, monthly report in compliance with code of criminal procedure 103.005(b).
10. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, abandoned property seizures, or trade-in.
11. Consider approving property tax collections for the month of May 2011 for the Williamson County Tax Assessor/Collector.
12. Consider approving property tax refunds over \$2,500.00 for the month of May 2011 for the Williamson County Tax Assessor/Collector.
13. Consider confirmation of David Ray Moore as Pct. 3 Deputy Constable.
14. Discuss and take action on a road closure request for the Capri Isle Lane Block Party planned for June 25, 2011 from 11:00 AM to 5:00 PM.
15. Consider appointing Paul J. Tisch to serve on the Emergency Service District No. 2 Board for the remainder of the unexpired term that was formerly held by David Gardner to expire on Dec. 31, 2011 and to serve another two year term beginning on Jan. 1, 2012 and ending Dec. 31, 2013.
16. Consider appointing Mr. Virgil Finley to serve on the Emergency Service District No. 2 Board for the remainder of the unexpired term that was formerly held by Bob Steinmann to expire on Dec. 31, 2011 and to serve another two year term beginning on Jan. 1, 2012 and ending Dec. 31, 2013.



## **REGULAR AGENDA**

- 17.** Discuss and take appropriate action on road bond program.
- 18.** Consider approving Change Order No. 19 in the amount of \$35,863.48 for Williams Drive, a Road Bond Project in Precinct Three.
- 19.** Consider approving Change Order No. 20 in the amount of \$61,255.50 for Williams Drive, a Road Bond Project in Precinct Three.
- 20.** Consider authorizing County Judge to execute a letter agreement with Somerset Hills, LTD for fence relocation reimbursement along proposed Ronald Reagan Blvd.
- 21.** Consider authorizing the County Judge to execute a Land Lease with Jerry and Carolyn Hawes for 1 acre of land located on Tower Road.
- 22.** Consider and take appropriate action regarding a Water Facilities Agreement with Brushy Creek Municipal Utility District.
- 23.** Consider and take appropriate action regarding a Water and Wastewater Line Easement with Highlands at Mayfield Ranch Municipal Utility District
- 24.** Consider approving software license agreement between Williamson County Mobile Outreach Team and Sigmund Software
- 25.** Consider approving the Tax Collection Agreement between Williamson County Tax Assessor/Collector and MUD #19 authorizing tax collections for properties within MUD #19 for tax year 2012.
- 26.** Discuss and take appropriate action regarding an amendment to the Agreement dated March 8, 2011 between Williamson County and the law firm of Allensworth and Porter, L.L.P. to represent Williamson County in relation to all legal matters regarding the Williamson County Justice Center Parking Garage and Jail; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.
- 27.** Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL ENVIRONMENTAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1005.
- 28.** Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1006.

29. Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL GEOTECHNICAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1007.
30. Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL SURVEY SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1008.
31. Discuss and consider current weather conditions in Williamson County and measures, such as a declaration of a local state of disaster, that may be taken to restrict the sale or use of fireworks in Williamson County should current drought conditions continue or worsen.

## **EXECUTIVE SESSION**

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

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

- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
- j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- p) Discuss proposed Avery Station RID.
- q) Discuss proposed acquisition of drainage easements along CR 138.

**33. Discuss and take appropriate action on real estate matters.**

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

- a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
- b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- g) Discuss proposed acquisition of property for proposed SH 29 project.
- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

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

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

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

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

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

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

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

p) Discuss proposed Avery Station RID.

q) Discuss proposed acquisition of drainage easements along CR 138.

- 34.** 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) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division; j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division k) Employment related matters. l) Other confidential attorney-client matters, including contracts.

- 35.** 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) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division; j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division k) Employment related matters. l) Other confidential attorney-client matters, including contracts.
- 36.** Discuss possible execution of land leases for communication towers pursuant to VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property.
- 37.** Comments from the 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.

## Consider line item transfer for District Attorney's office Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Judy Kocian, District Attorney  
**Submitted For:** Judy Kocian  
**Department:** District Attorney  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Discuss and consider approving line item transfers for the District Attorney.

#### Background

Current line items for printed material, transcripts and law books are being depleted. Will need additional funds for the printing materials such as business cards, envelopes and other items. With the increasing number of trial cases, transcripts may be necessary to be completed either for grand jury or trial purposes. The District Attorney requires updated law books to be used as reference for felony cases that are magistrates to the office.

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003010	computer equipment	3862.00	
To	0100.0440.004350	printed material	150.00	
To	0100.0440.004125	transcripts	3184.00	
To	0100.0440.005758	law books	528.00	

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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/06/2011 10:47 AM	APRV
4	Budget	Ashlie Koenig	06/06/2011 11:25 AM	APRV
7	District Attorney (Originator)	Judy Kocian	06/07/2011 08:14 AM	APRV
10	Budget	Ashlie Koenig	06/07/2011 02:41 PM	APRV
Form Started By: Judy Kocian			Started On: 06/03/2011 02:04 PM	
Final Approval Date: 06/07/2011				

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## Department emblem for fleet Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Jeanne Williby, Outreach  
**Submitted For:** Annie Burwell  
**Department:** Outreach  
**Agenda Category:** Consent

### Information

#### Agenda Item

Consider approving a line item transfer for Mobile Outreach Team

#### Background

Mobile Outreach's fleet currently has 2 different emblems on the door. 5 of the vehicles have a "W" and the other 2 have the Mobile Outreach Team's emblem. We would like to replace the W with the department's emblem.

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0341-003100	Office Supplies	\$540.00	
To	0100-0341-004541	Vehicle Repairs & Maintenance	\$540.00	

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Jeanne Williby      Started On: 06/08/2011 08:54 AM  
 Final Approval Date: 06/08/2011

## Discuss and consider approving a line item transfer for Veteran Svcs. Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Donna Harrell, Veteran Services  
**Submitted For:** Donna Harrell  
**Department:** Veteran Services  
**Agenda Category:** Consent

### Information

#### Agenda Item

Discuss and consider approving a line item transfer for Veteran Services.

#### Background

A line item transfer is necessary to cover costs associated with telephone service and printed materials and bindings for year end. Phone service has been more expensive due to the number of long distance calls that have to be made from Taylor and also from clients who have kept their home phone from out of town or out of state. Printing costs will be used to secure a second printing of business cards for all counselors. These costs will be taken out of the Miscellaneous and Printed materials line items.

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0405-004999	Miscellaneous	160.00	1
to	0100-0405-004211	telephone service	160.00	2
From	0100-0405-003901	Publications/Books/Periodicals	50.00	3
To	0100-0405-004350	Printed Materials & Binding	50.00	4

### Attachments

*No file(s) attached.*

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/06/2011 03:16 PM	APRV
4	Budget	Ashlie Koenig	06/07/2011 02:45 PM	APRV
7	Vereran Services (Originator)	Donna Harrell	06/07/2011 04:24 PM	APRV
Form Started By: Donna Harrell			Started On: 06/06/2011 12:04 PM	
Final Approval Date: 06/07/2011				



**To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge**  
**Commissioners Court - Regular Session**

**Date:** 06/14/2011  
**Submitted By:** Lydia Linden, Unified Road System  
**Submitted For:** Robert Daigh  
**Department:** Unified Road System  
**Agenda Category:** Consent

**Information**

**Agenda Item**

To Discuss and take appropriate action on a Line Item Transfer for Road & Bridge

**Background**

This years invoice from the Brushy Creek Mud for annual Median Maintenance has a CPI included, currently the account is short by \$107.28 to cover the increase.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
TO	0200-0210-004531	Maint. Agreements-Brushy Creek	\$107.28	
FROM	0200-0210-004544	Repairs to Office Eqpt.	\$107.28	

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/07/2011 03:02 PM	APRV
4	Budget	Ashlie Koenig	06/10/2011 08:18 AM	APRV

Form Started By: Lydia Linden  
 Started On: 06/07/2011 11:00 AM  
 Final Approval Date: 06/10/2011

**Justice of the Peace #4 May, 2011, monthly report in compliance with code of criminal procedure 103.005(b)****Commissioners Court - Regular Session**

**Date:** 06/14/2011  
**Submitted By:** Bonnie Hilton, J.P. Pct. #4  
**Department:** J.P. Pct. #4  
**Agenda Category:** Consent

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**Information****Agenda Item**

Consider approving Justice of the Peace #4, May, 2011, monthly report in compliance with code of criminal procedure 103.005(b).

**Background**

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**Fiscal Impact**

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

Link: [MAY 11-EOM.pdf](#)

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**Form Routing/Status**


Form Started By: Bonnie Hilton  
Started On: 06/01/2011 01:59 PM  
Final Approval Date: 06/01/2011

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**IN COMPLIANCE WITH ARTICLE 1003  
CODE OF CRIMINAL PROCEDURE**

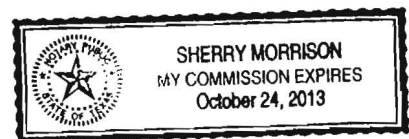
**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of May, 2011.

  
\_\_\_\_\_  
**JUDY SCHIER HOBBS  
JUSTICE OF THE PEACE  
PRECINCT FOUR**

1st day of June, 2011 to certify which witness my hand and seal of office.

  
\_\_\_\_\_  
**NOTARY PUBLIC in and for the State of Texas**



Page No: 1  
Date Printed: 5/31/2011  
Time Printed: 6:44:22PM







Page No: 5  
Date Printed: 5/31/2011  
Time Printed: 6:44:22PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12133	05/12/2011	EV110305	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
12134	05/13/2011	EV110197	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRETT DAFFIN ET AL															
12135	05/13/2011	EV110014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00	0.00	\$70.00
BARRETT DAFFIN															
12136	05/13/2011	EV110306	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BOWMAN'S WALK APARTMENTS															
12137	05/13/2011	EV110307	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BOWMAN'S WALK APARTMENTS															
12138	05/13/2011	EV110308	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
DEBORAH WILLIAMS															
12139	05/13/2011	EV110309	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
DONALD HARRIS															
12140	05/13/2011	EV110310	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSIONS AT STAR RANCH															
12141	05/13/2011	EV110311	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ALEXAN PALM VALLEY															
12142	05/13/2011	EV110312	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ALEXAN PALM VALLEY															
12143	05/16/2011	EV110313	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
FERNANDO HERNANDEZ															
12144	05/16/2011	EV110314	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TAYLOR SQUARE APARTMENTS															
12145	05/16/2011	EV110315	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
THE ARBORS OF TAYLOR															



TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTER	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
12146	05/16/2011	EV110316	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
THE ARBORS OF TAYLOR															
12147	05/16/2011	EV110317	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MONTELENA APT. HOMES															
12148	05/16/2011	EV110318	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
THE GABLES															
12149	05/16/2011	EV110319	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOSEPH BENEAT															
12150	05/16/2011	EV110320	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOSEPH BENEAT															
12151	05/16/2011	EV110321	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BRICE VANDER ET AL															
12152	05/16/2011	EV110322	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MACKIE WOLF ET AL															
12153	05/16/2011	EV110323	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MACKIE WOLF ET AL															
12154	05/16/2011	JC110090	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
BALEKIAN HAYES															
12155	05/16/2011	EV110324	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MANSIONS AT STAR RANCHWRPS															
12156	05/16/2011	EV110325	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
COLONIAL GRAND @ ASHTON OAKS															
12157	05/16/2011	EV110326	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MANSIONS AT STAR RANCHWRPS															
12158	05/16/2011	EV110327	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSIONS AT STAR RANCHWRPS															

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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTS	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
12159	05/16/2011	EV110328	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSIONS AT STAR RANCHWRPS															
12160	05/17/2011	EV110329	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SALIM CHOWDHURY															
12161	05/17/2011	IN110064	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	\$57.00
PROVIDENCE F.H.															
12162	05/17/2011	EV110330	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MICHAEL VALENZUELA															
12163	05/17/2011	EV110331	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
AMANDA SUMMERS															
12164	05/17/2011	JC110091	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12165	05/17/2011	JC110092	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12166	05/17/2011	JC110093	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12167	05/17/2011	JC110094	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12168	05/17/2011	EV110332	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MANSIONS AT STAR RANCH															
12169	05/17/2011	JC110095	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12170	05/17/2011	JC110096	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
FULTON FRIEDMAN ET AL															
12171	05/17/2011	JC110097	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
FULTON FRIEDMAN ET AL															



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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTER	CIVIL LEGAL SERVICE	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
12185	05/19/2011	EV110335	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
THE MANSIONS															
12186	05/19/2011	EV110336	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
HIRSCHBERG PROPERTIES C/O APRIL REALTY															
12187	05/19/2011	JC110108	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
JODY COLLINS															
12188	05/19/2011	EV110230	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
REBECCA WHITE LAW															
12189	05/19/2011	EV110337	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
12190	05/19/2011	EV110338	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BRICE VANDER															
12191	05/20/2011	EV110339	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
ROBERT BORGNE															
12192	05/20/2011	EV110244	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
DAVID VELA															
12193	05/20/2011	EV110340	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
GREG DOERING, AGENT															
12194	05/20/2011	EV110341	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MICHAEL J. SCHROEDER															
12195	05/20/2011	EV110342	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MANSIONS AT STAR RANCH															
12196	05/20/2011	JC110109	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12197	05/20/2011	JC110110	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															

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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVICE	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
12198	05/20/2011	JC110111	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12199	05/20/2011	JC110112	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12200	05/23/2011	EV110343	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
PARK PLACE APARTMENTS															
12201	05/23/2011	EV110247	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRETT DAFFIN ET AL															
12202	05/23/2011	EV110344	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
HAL NOUEILATY															
12203	05/23/2011	EV110345	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
CHRIS HULLINGER															
12204	05/23/2011	EV110346	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
JAMES BIGHAM															
12205	05/24/2011	EV110348	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
HOPE NORTH															
12206	05/24/2011	EV110347	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JACK O'BOYLE & ASSOC.															
12207	05/24/2011	EV110259	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
SMART SOURCE REALTY															
12208	05/24/2011	EV110259	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
SMART SOURCE REALTY															
12209	05/27/2011	EV110349	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOSE G WATSON															
12210	05/27/2011	EV110246	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
HUGHES WATTERS ET AL															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12211	05/27/2011	EV110350	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
12212	05/27/2011	JC110113	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET															
12213	05/27/2011	JC110114	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
ALLEN L ADKINS & ASSOC.															
12214	05/27/2011	JC110115	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12215	05/27/2011	JC110116	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET															
12216	05/27/2011	JC110117	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET															
12217	05/27/2011	JC110118	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
12218	05/27/2011	JC110119	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
12219	05/27/2011	JC110070	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
WARREN LAW FIRM															
12220	05/27/2011	SC110029	22.50	0.00	0.00	0.00	0.00	0.00	5.40	63.10	0.00	0.00	0.00	0.00	\$91.00
JOHNSON MOTORS															
12221	05/27/2011	SC110029	2.50	0.00	0.00	0.00	0.00	0.00	0.60	6.90	0.00	0.00	0.00	0.00	\$10.00
JOHNSON MOTORS															
12222	05/31/2011	SC110028	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
R.L. QUINN DBA HOMELAND REALTY															
12223	05/31/2011	EV110351	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
ROBIN ROGERS															

211 W. 6th St.  
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Taylor, Texas 76574

Payment Register: CIVIL  
Williamson County Justice of the Peace, Pct. 4  
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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST A B	ALL OTHER	TOTAL
12224	05/31/2011	EV110241	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
STEVEN TONG															
12225	05/31/2011	EV110352	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
DEOTIS HARRIS															
12226	05/31/2011	EV110266	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
DELL MARCOUX															
														0.00	\$0.00
CUMULATIVE TOTALS :			3,100.00	5.00	70.00	0.00	42.00	0.00	744.00	0,710.00	0.00	0.00	70.00	80.00	\$14,821.00

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	2	50.00	50.00	0.00	25.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	2	42.00	42.00	0.00	21.00	0.00	0.00	21.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	85	2,125.00	2,125.00	725.00	1,275.00	50.00	0.00	75.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	127	744.00	744.00	174.60	533.40	12.00	0.00	24.00	0.00	0.00	0.00	0399-0000-208822
JUSTICE	JUSTICE CIVIL FILING FEE	32	800.00	800.00	0.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
SERVE 3	CONSTABLE PRECINCT 3 SEF	1	70.00	70.00	0.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341903
SERVE 4	CONSTABLE PRECINCT 4 SEF	124	8,610.00	8,610.00	2,946.90	5,103.10	140.00	0.00	420.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	8	125.00	125.00	2.50	122.50	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	13	65.00	65.00	5.00	55.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WRIT RESTOR	WRIT OF RESTORATION	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	14	2,100.00	2,100.00	150.00	1,650.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341904

\*\*\* The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column\*\*\*

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
DCOPIES	DEATH CERTIFICATE COI	2	80.00	80.00	0.00	36.00	0.00	0.00	44.00	0.00	0.00	0.00	0100-0000-341804

<b>TOTALS SUMMARY</b>		412	14,821.00	14,821.00	4,009.00	9,691.00	202.00	0.00	919.00	\$0.00	0.00	0.00	
Direct Deposit			\$0.00										
Cash			\$4,009.00										
Checks			\$9,691.00										
Money Orders			\$202.00										
Credit Cards :			\$919.00										
				Escrow Payments	\$0.00	Transaction Fee		\$0.00	Non-Monetary	\$0.00			
CSR Credit										\$0.00			
Jail Credit										\$0.00		Post for Refund	\$0.00
Over Payments												\$0.00	
<b>TOTAL CURRENCY</b>			<b>\$14,821.00</b>										
<b>ESCROW PAID</b>					<b>\$0.00</b>								
<b>TRAN. FEES</b>						<b>\$0.00</b>							
<b>TOTAL</b>										<b>\$0.00</b>		<b>TOTAL PAID</b>	<b>\$0.00</b>



211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4

Date Printed: 5/31/2011  
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GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		3,122.00	175.00	0.00	0.00	3,297.00
0100-0000-341903		70.00	0.00	0.00	0.00	70.00
0100-0000-341904		9,990.00	720.00	0.00	0.00	10,710.00
0399-0000-208822		720.00	24.00	0.00	0.00	744.00
TOTALS:		13,902.00	919.00	0.00	0.00	14,821.00

Receipt Numbers  
12081 - 12226



TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141045	05/02/2011	TR111183	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(10.00)	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
EILEEN STEWART																			
141046	05/02/2011	TR111183	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
EILEEN STEWART																			
141047	05/02/2011	TR111308	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
RICKEY LEE DURHAM																			
141048	05/02/2011	TR110238	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	85.00	\$91.00
CHRISTOPHER PAUL RODRIGUEZ																			
141049	05/02/2011	TR104314	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.10	\$303.10
JAMES ERIK SEWELL																			
141050	05/02/2011	TR111178	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
RUSSELL D RISLEY																			
141051	05/02/2011	TR111100	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
VERONICA BOTELLO RAMIREZ																			
141052	05/02/2011	TR111301	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
BRANDON HARVEY NICHOLS																			
141053	05/02/2011	LW110088	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
RONALD FROST DUMAS																			
141054	05/02/2011	TR110811	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.90	90.10	\$199.00
JORDAN ALEXANDRA LUMAN																			
141055	05/02/2011	TR110708	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	60.10	\$110.00
MARCUS CLAY MATULA																			
141056	05/02/2011	LW100330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	300.00	65.00	\$370.00
ALBERT SURITA PADILLA																			
141057	05/02/2011	TR111306	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JOSEPH EMIL BRIAN																			



TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141071	05/02/2011	TR111207	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JACQUELIN RENA MILLER																			
141072	05/03/2011	TR111159	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
SHANNON KATHRYN SAUL																			
141073	05/03/2011	JV110017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$10.00
CAMERON BURKS																			
141074	05/03/2011	TR022485	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	30.00	\$105.00
ROSA LINDA ALDERETE																			
141075	05/03/2011	TR110974	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
RACHEL CHARIS DONAHO																			
141076	05/03/2011	NT110065	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MARY AGUILAR																			
141077	05/03/2011	TR111394	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.90	65.10	\$260.00
ANA ANDRADE																			
141078	05/03/2011	TR111395	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
ANA ANDRADE																			
141079	05/03/2011	TR111341	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.90	95.10	\$140.00
CHRISANDRA LYNN WALDO																			
141080	05/03/2011	NT110141	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	60.00	\$565.00
VINCENT JOSEPH SKERO																			
141081	05/03/2011	TR111343	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
MARLON SAUL PUPO																			
141082	05/03/2011	TR021925	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	105.00	30.00	\$160.00
STACEY E ESSNER																			
141083	05/03/2011	TR110586	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	\$100.00
JAROD GENE BALUSEK																			

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141084	05/03/2011	TR110587	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAROD GENE BALUSEK																			
141085	05/03/2011	TR110588	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAROD GENE BALUSEK																			
141086	05/03/2011	NT110097	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	\$250.00
JAMES PONCE CARRENO																			
141087	05/03/2011	TR111302	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
MARY TORRES DEGOLLADO																			
141088	05/03/2011	TR110240	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	16.90	115.10	\$140.00
CHRISTOPHER RAY PACHICANO																			
141089	05/03/2011	TR111508	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHRISTOPHER LYNN WATERS																			
141090	05/03/2011	TR111221	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
DAVID RICARDO RODRIGUEZ																			
141091	05/03/2011	TR111281	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JOHN R MOUSSEAU																			
141092	05/03/2011	TR111175	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	60.10	\$110.00
SONIA RAYMUNDO DELEON																			
141093	05/03/2011	NT110094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	0.00	\$160.00
MARICELA A. RODRIGUEZ																			
141094	05/03/2011	TR111344	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
RICHARD CHARLES SMITH																			
141095	05/03/2011	TR111107	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ANTWAN DERONTEZ WILLIAMS																			
141096	05/03/2011	NT110071	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00	65.00	\$220.00
DE MAREA EPEREZ KERLEY																			

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141097	05/03/2011	TR110843	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	191.90	90.10	\$290.00
TRACY ANN ROCHA																			
141098	05/03/2011	JV110070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	34.90	60.10	\$100.00
ABELINA CRUZ																			
141099	05/03/2011	JV110070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	0.00	\$160.00
ABELINA CRUZ																			
141100	05/03/2011	LW100243	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
GUILLERMO CHARRE HERNANDEZ																			
141101	05/03/2011	TR103200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
NICHOLAS FRANCISCO ANGUIANO																			
141102	05/03/2011	TR111282	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
LINDA SAUNDERS SELLERS																			
141103	05/03/2011	JV110046	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
CIARA DALENA WALKER																			
141104	05/03/2011	JV110068	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
RACHEL VICTORIA JOHNSON																			
141105	05/03/2011	TR111259	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MARVIN JAMES GOLA																			
141106	05/03/2011	TR110999	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	90.10	\$298.10
WILLIAM SHAYNE TERRY																			
141107	05/03/2011	TR111018	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	175.00	90.10	\$273.10
HECTOR ARNOLFO QUIROGA GOMEZ																			
141108	05/03/2011	TR111019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	60.00	\$265.00
HECTOR ARNOLFO QUIROGA GOMEZ																			
141109	05/05/2011	TR104134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.00	0.00	\$151.00
JULIE DANNE MUNIZ																			



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141110	05/05/2011	NT110146	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	70.00	\$570.00
SHAWN ERIC BRINKLEY																			
141111	05/05/2011	NT110002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	25.00	\$524.00
SHAWN LAMONTE RANDOLPH																			
141112	05/05/2011	TR110792	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	10.00	90.00	\$108.00
DILLON LEE COLE																			
141113	05/05/2011	TR110915	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
HECTOR HUERTA PESINA																			
141114	05/05/2011	TR110915	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(500.00)	(110.00)	(\$610.00)
HECTOR HUERTA PESINA																			
141115	05/05/2011	TR110864	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
STEPHANIE DENISE ARCIDES																			
141116	05/05/2011	TR110915	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
HECTOR HUERTA PESINA																			
141117	05/05/2011	TR111258	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
WILFREDO SERRANO																			
141118	05/05/2011	TR104161	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	140.10	\$648.00
HECTOR HUERTA PESINA																			
141119	05/05/2011	TR051635	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	119.00	137.00	\$264.00
LARRY DAVID FOLEY																			
141120	05/05/2011	TR111252	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
RYAN WAYNE HOGAN																			
141121	05/05/2011	TR051636	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	198.00	107.00	\$310.00
LARRY DAVID FOLEY																			
141122	05/05/2011	TR052963	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	80.00	137.00	\$225.00
LARRY DAVID FOLEY																			



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141123	05/05/2011	TR052964	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	107.00	\$310.00
LARRY DAVID FOLEY																			
141124	05/05/2011	TR052965	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	107.00	\$462.00
LARRY DAVID FOLEY																			
141125	05/05/2011	TR110386	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	90.10	\$498.10
MARK ALAN THOMPSON																			
141126	05/05/2011	TR053799	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	111.00	\$311.00
LARRY DAVID FOLEY																			
141127	05/05/2011	TR060102	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	107.00	\$607.00
LARRY DAVID FOLEY																			
141128	05/05/2011	TR043315	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.00	137.00	\$245.00
BOBBY DIAZ GUERRERO																			
141129	05/05/2011	TR043316	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	107.00	\$310.00
BOBBY DIAZ GUERRERO																			
141130	05/05/2011	TR043317	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	107.00	\$462.00
BOBBY DIAZ GUERRERO																			
141131	05/05/2011	TR111332	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	40.00	60.00	\$105.00
JODI DENELL FISHER																			
141132	05/05/2011	TR111330	0.00	0.00	0.00	0.00	0.00	0.00	2.76	0.00	0.00	0.00	4.60	0.00	0.00	0.00	0.00	82.64	\$90.00
JODI DENELL FISHER																			
141133	05/05/2011	TR111330	0.00	0.00	0.00	0.00	0.00	0.00	(2.76)	0.00	0.00	0.00	(4.60)	0.00	0.00	0.00	0.00	(82.64)	(\$90.00)
JODI DENELL FISHER																			
141134	05/05/2011	TR111330	0.00	0.00	0.00	0.00	0.00	0.00	2.91	0.00	0.00	0.00	4.85	0.00	0.00	0.00	0.00	87.24	\$95.00
JODI DENELL FISHER																			
141135	05/05/2011	TR111330	0.00	0.00	0.00	0.00	0.00	0.00	0.09	0.00	0.00	0.00	0.15	0.00	0.00	0.00	76.90	2.86	\$80.00
JODI DENELL FISHER																			

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141136	05/05/2011	TR111268	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
LETICIA LYNN BAMBA																			
141137	05/05/2011	TR111156	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CHRISTINA ANN KRISE																			
141138	05/05/2011	TR111160	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
EDDIE JAMES STEPHENS																			
141139	05/05/2011	TR110145	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
JACOB ALEXANDER WOLBRUECK																			
141140	05/05/2011	TR103817	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	150.10	\$235.00
JACOB ALEXANDER WOLBRUECK																			
141141	05/05/2011	TR111158	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
HOLLY MARIE LOPEZ																			
141142	05/05/2011	TR111279	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
KENDELL JOSEPH																			
141143	05/05/2011	JV110073	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MARY KATE WALLS																			
141144	05/05/2011	NT110149	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
DALE WALLS																			
141145	05/05/2011	TW100202	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.00	125.60	\$358.60
MICHAEL WAYNE EDWARDS																			
141146	05/05/2011	TR103914	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	115.10	\$124.00
GARY W BARNHART																			
141147	05/05/2011	TR111449	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
BLAIR ASHER CLENDENNEN																			
141148	05/05/2011	TR111448	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
BLAIR ASHER CLENDENNEN																			

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141149	05/05/2011	TR020959	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	30.00	\$252.00
REGINA KAY PARKER																			
141150	05/05/2011	TR111414	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
KURTIS STEVEN-LANCE MYERS																			
141151	05/05/2011	TR111348	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
LINDA GRIMES WHITFIELD																			
141152	05/05/2011	TR111411	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RICHIE LEE LAND																			
141153	05/05/2011	JV110080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ISIAH L MURRAY																			
141154	05/05/2011	TW100187	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	185.90	\$435.90
DAVID TYRPAK																			
141155	05/05/2011	JV110049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	75.00	\$140.00
JENNIFER GONZALEZ																			
141156	05/05/2011	JV110049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	\$10.00
JENNIFER GONZALEZ																			
141157	05/05/2011	TR111239	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ADAM S CHODKIEWICZ																			
141158	05/05/2011	TR111199	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
CATHERINE MICHELLE MCMAHON																			
141159	05/05/2011	TR110773	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	0.00	\$499.00
RAMIRO GALLEGOS HERNANDEZ																			
141160	05/05/2011	TR103563	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124.00	1.00	\$125.00
BEN EARL MITCHELL																			
141161	05/05/2011	TR111286	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
RICKY KAISER																			

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141162	05/05/2011	NT100377	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
RUBEN LOPEZ																			
141163	05/05/2011	NT100378	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
MARIA LOPEZ																			
141164	05/05/2011	TR111307	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MICHAEL REID LUBOJASKY																			
141165	05/05/2011	JV110087	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MORGAN N. SPRENGER																			
141166	05/05/2011	TR110899	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
HUONG VIET TRAN																			
141167	05/05/2011	TR103839	0.00	54.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	\$234.00
HUONG VIET TRAN																			
141168	05/06/2011	TR110827	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
REBECCA STALLING																			
141169	05/06/2011	TR111285	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
RETTA JANE STAUFFER																			
141170	05/06/2011	TR110864	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
STEPHANIE DENISE ARCIDES																			
141171	05/06/2011	TR110745	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	25.00	\$524.00
GUSTAVO RUIZ IZAGUIRRE																			
141172	05/06/2011	TR111407	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
JAMES KNOX BICKLEY																			
141173	05/06/2011	TR110424	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
MIGUEL ANGEL RIVERA-MARTINEZ																			
141174	05/06/2011	TR110423	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
MIGUEL ANGEL RIVERA-MARTINEZ																			

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141175	05/06/2011	TR111569	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
WAYNE OTIS GRIFFITH																			
141176	05/06/2011	TR111433	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	\$500.00
SANTIAGO GAYTAN SANCHEZ																			
141177	05/06/2011	TR022090	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	30.00	\$105.00
JESUS ARTURO LOMAS																			
141178	05/06/2011	TR111241	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	24.90	90.25	\$123.15
WENDY LIZ OLGUIN																			
141179	05/06/2011	NT110104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	75.00	\$100.00
KIMBERLY PATTERSON																			
141180	05/06/2011	TR111168	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
JAMIE EDWIN NOLTE																			
141181	05/06/2011	NT090103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	145.00	\$515.00
BRIAN SCHNEIDER																			
141182	05/06/2011	TW110023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
BENJAMIN LOUIS LABAHN																			
141183	05/06/2011	TR111558	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
RANDALL MALCOLM REINOSO																			
141184	05/06/2011	NT100418	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	25.00	\$60.00
MARY AGUILAR																			
141185	05/06/2011	TR111229	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
JOSE MELQUIADES VARGAS																			
141186	05/06/2011	JV110077	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MONICA PEREZ																			
141187	05/06/2011	TR094757	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JENNIFER CHARISE SEEKER																			

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141188	05/06/2011	TR111247	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
GABRIEL LUZ SAENZ																			
141189	05/06/2011	TR111564	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
MATTHEW ALLEN SPRADLIN																			
141190	05/06/2011	TR111240	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
RONALD GENE KRUEGER																			
141191	05/06/2011	NT090325	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.00	0.00	\$157.00
HARCEL RAMIREZ																			
141192	05/06/2011	NT090325	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
HARCEL RAMIREZ																			
141193	05/06/2011	TR110498	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	16.00	90.00	\$114.00
NATHAN LEE-REYNAGA MORENO																			
141194	05/06/2011	NT100136	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
ELLA JEAN COLLINS																			
141195	05/06/2011	TR101995	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	105.10	\$263.10
RYAN-SYAH ROCHELLE STARK																			
141196	05/06/2011	NT110104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(20.00)	0.00	0.00	0.00	0.00	0.00	0.00	(5.00)	(75.00)	(\$100.00)
KIMBERLY PATTERSON																			
141197	05/06/2011	NT110104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	75.00	\$100.00
KIMBERLY PATTERSON																			
141198	05/12/2011	TR103626	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109.00	0.00	\$109.00
MONIC MARIE TALAUGOA																			
141199	05/12/2011	TR021493	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	30.00	\$105.00
JACKIE ROY WILLIAMSON																			
141200	05/12/2011	TR021112	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	30.00	\$255.00
MELLINDA LEE GOMEZ																			

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141201	05/12/2011	TR111503	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHELSIE YOLANDA ORTIZ																			
141202	05/12/2011	TR020942	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	349.00	0.00	\$349.00
LETICIA HERRERA																			
141203	05/12/2011	TR111424	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
KATHRYN YURA PIER																			
141204	05/12/2011	TR111425	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	60.10	\$110.00
KATHRYN YURA PIER																			
141205	05/12/2011	LW110076	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	60.00	\$169.00
JUAN RAMON SERNA																			
141206	05/12/2011	TR111371	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MELINDA MONCEBAIZ MAGANA																			
141207	05/12/2011	TR110756	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
MITCHELL STRAIL TOLBERT																			
141208	05/12/2011	TR020903	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	30.00	\$105.00
PRISCILLA MARIE GARCIA																			
141209	05/12/2011	TR102609	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
AMANDA MARIE THOMAS																			
141210	05/12/2011	TR020904	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	230.00	\$255.00
PRISCILLA MARIE GARCIA																			
141211	05/12/2011	TR110829	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
JOHN EDWARD PODOLAK																			
141212	05/12/2011	NT100394	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	140.00	\$210.00
DENISE POPHAM																			
141213	05/12/2011	TR111022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.00	25.00	\$151.00
ARNOLD R GONZALES																			



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141214	05/12/2011	TR111401	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
JOSE GUADALUPE MONTOYA																			
141215	05/12/2011	TR111314	0.00	0.00	0.00	0.00	0.00	0.00	2.79	0.00	9.21	0.00	4.65	0.00	0.00	0.00	0.00	83.35	\$100.00
JAMIE MARIE PEREZ-THURMAN																			
141216	05/12/2011	TR111314	0.00	0.00	0.00	0.00	0.00	0.00	0.21	0.00	0.69	0.00	0.35	0.00	0.00	0.00	0.00	6.75	\$8.00
JAMIE MARIE PEREZ-THURMAN																			
141217	05/12/2011	TR111323	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MONROE LEONARD JIMENEZ																			
141218	05/12/2011	NT110175	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	60.00	\$65.00
MARY KINSEY TOMASEK																			
141219	05/12/2011	TR020165	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	30.00	\$105.00
JUSTIN LEE BOTTANAN																			
141220	05/12/2011	TR020166	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	30.00	\$252.00
JUSTIN LEE BOTTANAN																			
141221	05/12/2011	TR111080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	104.00	60.00	\$169.00
ALFRED OLGUIN FLORES																			
141222	05/12/2011	TR060843	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206.00	0.00	\$206.00
BRIAN K HINES																			
141223	05/12/2011	TR074862	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206.00	0.00	\$206.00
BRIAN K HINES																			
141224	05/12/2011	TR111196	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	60.00	\$215.00
DOUGLAS DEWAYNE JACKSON																			
141225	05/12/2011	TW100229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.40	125.60	\$205.00
NELLY BANKS LOUGHREY																			
141226	05/12/2011	TR111386	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	60.00	\$415.00
BRYCE JORDAN DECKER																			



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141227	05/12/2011	TR111385	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
BRYCE JORDAN DECKER																			
141228	05/12/2011	TR111232	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
ROY MAY																			
141229	05/12/2011	TR111406	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
IRENE MICHELLE MEDINA-TUSING																			
141230	05/12/2011	TR110884	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	175.90	115.10	\$299.00
MIKE ELIAS MUNOZ																			
141231	05/12/2011	TR111556	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
MARK MURPHY																			
141232	05/12/2011	TW100264	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
PATRICIA M PRIEM																			
141233	05/12/2011	NT110104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00	0.00	\$95.00
KIMBERLY PATTERSON																			
141234	05/12/2011	JV110045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	25.00	\$133.00
ZARIAH PATTERSON																			
141235	05/12/2011	TR111347	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
KATHLEEN G PULLEN																			
141236	05/12/2011	NT110105	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	95.00	\$160.00
DARIELA GAYTAN REYNA																			
141237	05/12/2011	LW110093	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	60.00	\$265.00
JOSE LUIS SANCHEZ																			
141238	05/12/2011	TR094560	0.00	194.40	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	140.00	\$842.40
COBY ALLAN HINKLE																			
141239	05/12/2011	TR095882	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
COBY ALLAN HINKLE																			

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141240	05/12/2011	TR110529	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	25.00	\$225.00
ALAWIYA WANI																			
141241	05/12/2011	TR111391	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
JOHN ANTHONY WARD																			
141242	05/12/2011	TR111435	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.90	95.10	\$298.00
BELINDA RAMOS																			
141243	05/12/2011	TR111572	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
DAVID RONDERO MEZA																			
141244	05/12/2011	TR111573	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DAVID RONDERO MEZA																			
141245	05/12/2011	TR111412	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MONICA REYES																			
141246	05/12/2011	TR111369	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
VINCENT CLIFF LAM																			
141247	05/12/2011	TR111245	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DAVID SHANE COOPER																			
141248	05/12/2011	NT110011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	282.00	25.00	\$307.00
SEAN ANTHONY STANLEY																			
141249	05/12/2011	TR111606	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
BRITTANY PAIGE PIERDOLLA																			
141250	05/12/2011	TR111309	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JOSEPH EDWARD AMARAL																			
141251	05/12/2011	TR111421	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JOHN ALLEN SALLAS																			
141252	05/12/2011	TR111604	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ROBERT GEORGE SPANGLER																			

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141253	05/12/2011	TR111356	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
ELICIA SANTOS BUETTIKER																			
141254	05/12/2011	TR111300	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
KRYSTIN RACHEL CALDWELL																			
141255	05/12/2011	TR111172	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MICHAEL DEAN LITTON																			
141256	05/12/2011	TR110260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	305.00	0.00	\$305.00
JOSE CORTEZ																			
141257	05/12/2011	TR103796	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
TYLER WILLIAM VILLANUEVA																			
141258	05/12/2011	TR102264	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	140.10	\$648.00
NICHOLAS FRANCISCO ANGUIANO																			
141259	05/12/2011	TR111416	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
MATTHEW TYLER RICH																			
141260	05/12/2011	TR101811	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	499.90	165.10	\$673.00
BRANDY ALECIA ILBOUDO																			
141261	05/12/2011	TR095037	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1,000.00	115.00	\$1,120.00
ISRAEL ROCHA GARCIA																			
141262	05/12/2011	TR111034	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MICHAEL KEITH HARVEY																			
141263	05/12/2011	TR111347	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(51.90)	(90.10)	(\$150.00)
KATHLEEN G PULLEN																			
141264	05/12/2011	TR111347	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
KATHLEEN G PULLEN																			
141265	05/13/2011	TW100258	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133.00	0.00	\$133.00
KRISTINA RENEE GRATEHOUSE																			

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141266	05/13/2011	TR110864	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109.00	0.00	\$109.00
STEPHANIE DENISE ARCIDES																			
141267	05/13/2011	TR111374	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JASON LEE GETTING																			
141268	05/13/2011	NT110198	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	60.00	\$565.00
RONALD BRUCE STALDER																			
141269	05/13/2011	TR020607	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	90.00	30.00	\$145.00
KIMBERLY NICOLE SHEPARD																			
141270	05/13/2011	TW110016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	143.00	65.00	\$208.00
NICOLE DESHAUN ELLISON																			
141271	05/13/2011	TW110017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
NICOLE DESHAUN ELLISON																			
141272	05/13/2011	TR111532	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DEREK RONALD MUNDKOWSKY																			
141273	05/13/2011	TR111531	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
DEREK RONALD MUNDKOWSKY																			
141274	05/13/2011	TR111357	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ELICIA SANTOS BUETTIKER																			
141275	05/13/2011	TW100250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	185.60	\$435.60
ANITRA DUVON NETTLES																			
141276	05/13/2011	NT100393	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	140.00	\$170.00
DANIEL THARP																			
141277	05/13/2011	NT100393	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	10.00	\$50.00
DANIEL THARP																			
141278	05/13/2011	TW110071	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
ROBERT L LINDER																			

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141279	05/13/2011	TR111559	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
JOHN STEPHEN ATEN																			
141280	05/13/2011	TR111560	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
BORIS DRACA																			
141281	05/13/2011	TR075385	0.00	102.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.00	136.00	\$442.00
ELIZABETH SUE MAXWELL																			
141282	05/13/2011	TR111274	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LAUREL DIANE BURROLA																			
141283	05/13/2011	TR111584	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ELIAS RICARDO SOLORIO																			
141284	05/13/2011	TR111373	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
KRISTA SHEVONN KOTROLA																			
141285	05/13/2011	TR075386	0.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	106.00	\$403.00
ELIZABETH SUE MAXWELL																			
141286	05/13/2011	TR081671	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
ELIZABETH SUE MAXWELL																			
141287	05/13/2011	TR111555	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
CHANCE EDWARD COUFAL																			
141288	05/13/2011	TR110238	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.00	0.00	\$142.00
CHRISTOPHER PAUL RODRIGUEZ																			
141289	05/13/2011	TR111436	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	95.10	\$250.00
PAUL KENNETH CHAPMAN																			
141290	05/13/2011	TR094917	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
ZACHARY WORTH STINNETT																			
141291	05/13/2011	TR093544	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	140.00	\$198.00
ZACHARY WORTH STINNETT																			

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141292	05/13/2011	TR111441	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
CRISTINA ESQUIVEL																			
141293	05/13/2011	TR101126	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
ALLEN JAMES KAHN																			
141294	05/13/2011	TR096041	0.00	194.40	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	140.00	\$842.40
ALLEN JAMES KAHN																			
141295	05/13/2011	NT110081	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
DIANA CASTILLO																			
141296	05/13/2011	JV110030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	65.00	\$105.00
CHRISTOPHER M CASTILLO																			
141297	05/13/2011	TR111413	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MATTHEW GREGORY TARVER																			
141298	05/13/2011	TR111509	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
CHARLES LEN SCHROEDER																			
141301	05/13/2011	TR111378	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHERYL ANN NEVINGER																			
141302	05/13/2011	TR111536	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
EDUARDO MARQUEZ CAMARENA																			
141303	05/13/2011	TR111535	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
EDUARDO MARQUEZ CAMARENA																			
141304	05/13/2011	TR101227	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	240.00	\$275.00
STEPHANIE MICHELLE RICE																			
141305	05/13/2011	TR101228	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	210.00	\$245.00
STEPHANIE MICHELLE RICE																			
141306	05/13/2011	TR101229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	210.00	\$260.00
STEPHANIE MICHELLE RICE																			

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141307	05/13/2011	TR101229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	\$300.00
STEPHANIE MICHELLE RICE																			
141308	05/13/2011	TR102351	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	205.00	\$405.00
STEPHANIE MICHELLE RICE																			
141309	05/13/2011	TR102351	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	\$300.00
STEPHANIE MICHELLE RICE																			
141310	05/16/2011	JV110026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
GIL JR CAMACHO																			
141311	05/16/2011	TR111059	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
KEITH ALAN KRAMARZ																			
141312	05/16/2011	TR111622	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
BRITTANY LYNN SCRUGGS																			
141313	05/16/2011	TR111621	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
BRITTANY LYNN SCRUGGS																			
141314	05/16/2011	TR111589	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
NATACHA CHARLES																			
141315	05/16/2011	TR111516	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DAVID LEE TYSON																			
141316	05/16/2011	LW110060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	67.00	60.00	\$132.00
DAVID ALBA																			
141317	05/16/2011	TR110085	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	175.00	95.10	\$278.10
BRADLEY JAY HOLLINGSWORTH																			
141318	05/16/2011	NT110139	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	60.00	\$565.00
JUSTIN ERIC SANTOS																			
141319	05/16/2011	TR111549	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ANDREW LAWRENCE TOMLINSON																			



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141320	05/16/2011	NT110163	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ERICA ESTRADA																			
141321	05/16/2011	NT110031	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.00	26.00	\$168.00
TAMMY DELEON																			
141322	05/16/2011	NT110091	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00	25.00	\$160.00
CORTNEY DEEANN FLOWERS																			
141323	05/16/2011	TR110084	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.00	98.10	\$206.10
CARRIE MONTEMAYOR LOPEZ																			
141324	05/16/2011	TR111349	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
KIRK NELSON HEMPEL																			
141325	05/16/2011	TR111382	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	17.00	90.00	\$115.00
TERRY L LOWDER																			
141326	05/16/2011	TR111381	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	41.90	90.10	\$140.00
TERRY L LOWDER																			
141327	05/16/2011	TR021276	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	30.00	\$402.00
DANIEL JAMES PEDERSON																			
141328	05/16/2011	TR021275	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	30.00	\$105.00
DANIEL JAMES PEDERSON																			
141329	05/16/2011	TR111587	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.90	95.10	\$195.00
DEDRA RENEE WOLFF																			
141330	05/16/2011	TR111398	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PHILLIP JOSEPH HOSNER																			
141331	05/16/2011	TW110046	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	165.90	\$415.90
CARLOS GESTRUDIS MEJIA																			
141332	05/16/2011	TW110010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	0.00	\$105.00
VIRGINIA ESCOBAR																			



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141333	05/16/2011	TR111615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MATHIEU J SCHILTZ																			
141334	05/16/2011	TR111529	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	199.90	90.10	\$298.00
MARIA NORMA HERNANDEZ																			
141335	05/16/2011	TR111530	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	199.90	90.10	\$298.00
MARIA NORMA HERNANDEZ																			
141336	05/16/2011	NT110164	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
AARON C WILSON																			
141337	05/16/2011	TR103264	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	191.90	75.00	\$266.90
JONATHAN SHINDA SHIH																			
141338	05/16/2011	PW110035	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
AARON DENE ARTHUR																			
141339	05/16/2011	TR103265	0.00	67.50	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	\$292.50
JONATHAN SHINDA SHIH																			
141340	05/16/2011	TR103875	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
JONATHAN SHINDA SHIH																			
141341	05/16/2011	TR111576	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ERICA JAIMES																			
141342	05/16/2011	TR111577	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ERICA JAIMES																			
141343	05/16/2011	NT110166	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
MARIA L RIOS																			
141344	05/17/2011	NT100343	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
HEATHER HENSON																			
141345	05/17/2011	NT110061	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
JUSTINE MICHELLE MORENO																			

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141346	05/17/2011	NT100447	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	165.00	\$285.00
JUSTINE MICHELLE MORENO																			
141347	05/17/2011	TR093867	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	140.00	\$180.00
FRANCISCO CELEDON																			
141348	05/17/2011	NT030203	2.00	0.00	15.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$657.00
ELENA MARIE MARTINEZ																			
141349	05/17/2011	NT110067	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00	25.00	\$120.00
MIKE AGUIRRE																			
141350	05/17/2011	TR032704	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	90.00	\$310.00
ELENA M MARTINEZ																			
141351	05/17/2011	TR032705	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	90.00	\$462.00
ELENA M MARTINEZ																			
141352	05/17/2011	TR095528	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
ELENA M MARTINEZ																			
141353	05/17/2011	TR102855	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
MICHAEL BRANDON GORDON																			
141354	05/17/2011	TR091081	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	152.00	150.00	\$310.00
MICHAEL BRANDON GORDON																			
141355	05/17/2011	TR110378	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.00	25.00	\$177.00
ASHLEY SHEA MCMURTRAY																			
141356	05/17/2011	JV110082	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
KARLA A. GONZALEZ-RODRIGUEZ																			
141357	05/17/2011	TR092208	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	145.00	\$350.00
SAMUEL PALOMO																			
141358	05/17/2011	NT110150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JAMES CHAMBLIN																			

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141359	05/17/2011	TR092209	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	145.00	\$500.00
SAMUEL PALOMO																			
141360	05/17/2011	NT110023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	60.00	\$160.00
JUSTINE MICHELLE MORENO																			
141361	05/17/2011	NT110180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	65.00	\$385.00
PAUL A LUNA																			
141362	05/17/2011	TR111231	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	27.90	90.10	\$126.00
TESHEDA LUGAI DUNN																			
141363	05/17/2011	NT110155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	65.00	\$160.00
SHERYL FISHER																			
141364	05/17/2011	NT110169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
AUBRIE A DAVIS																			
141365	05/17/2011	TR110962	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303.00	0.00	\$303.00
STEVEN JR VIGIL																			
141366	05/17/2011	JV110085	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	65.00	\$385.00
JOSEPH A. CAMARDA																			
141367	05/17/2011	NT110178	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
SANDRA CAMARDA																			
141368	05/17/2011	JV110086	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	65.00	\$175.00
MANUEL ESQUIVEL																			
141369	05/17/2011	NT110154	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
CHRISTIAN A. LAWSON																			
141370	05/17/2011	TR021111	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	30.00	\$402.00
MELLINDA LEE GOMEZ																			
141371	05/17/2011	TR104180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	167.00	0.00	\$167.00
FORTUNATO GOMEZ																			

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**Williamson County Justice of the Peace, Pct. 4**  
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141372	05/17/2011	TR020958	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	149.00	30.00	\$201.00
REGINA KAY PARKER																			
141373	05/17/2011	TR111352	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JAMES TAMEZ LOPEZ																			
141374	05/17/2011	NT110183	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
PAULA LECHLER																			
141375	05/17/2011	NT110182	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
TERRY L. FLORES																			
141376	05/17/2011	TR111515	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
KATHLEEN DIANE DOSS																			
141377	05/17/2011	TR111420	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.90	90.10	\$100.00
JOHN ALLEN SALLAS																			
141378	05/17/2011	TR111521	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
CANDI LEE GADISON-STOGLIN																			
141379	05/17/2011	TR111404	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
ELLIOTT SHANNON JONES																			
141380	05/17/2011	NT110181	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
BRITTANY NICOLE COVEY																			
141381	05/17/2011	TR102280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	65.00	\$120.00
NELDA RUTH EDDINGS																			
141382	05/17/2011	TR111522	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
SHELLY DAWN WHEELER																			
141383	05/17/2011	TR053601	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	250.00	111.00	\$366.00
BRENNIA MO ANDERSON-WINTERS																			
141384	05/17/2011	TR053601	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
BRENNIA MO ANDERSON-WINTERS																			

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141385	05/17/2011	NT110189	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
SHANEKA L HILL																			
141386	05/17/2011	TR053600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	18.00	111.00	\$134.00
BRENNA MO ANDERSON-WINTERS																			
141387	05/17/2011	TR053601	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(250.00)	(111.00)	(\$366.00)
BRENNA MO ANDERSON-WINTERS																			
141388	05/17/2011	TR053601	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	250.00	111.00	\$366.00
BRENNA MO ANDERSON-WINTERS																			
141389	05/17/2011	NT110190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
KARI M ALDERETE																			
141390	05/17/2011	NT110191	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	65.00	\$585.00
RAFAEL JACOBO																			
141391	05/19/2011	TR091597	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	155.00	\$363.00
MICHELLE LYNN PEGLAR																			
141392	05/19/2011	TR094319	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	150.00	\$358.00
MICHELLE LYNN PEGLAR																			
141393	05/19/2011	TR100199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
MICHELLE LYNN PEGLAR																			
141394	05/19/2011	TR103443	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
MICHELLE LYNN PEGLAR																			
141395	05/19/2011	LW110103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
ANTHONY CASAREZ																			
141396	05/19/2011	TR111504	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ALYSSA RAE JIMENEZ																			
141397	05/19/2011	TR111617	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
STEVEN EDWARD GUZMAN																			

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141398	05/19/2011	TR111630	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
JEFFREY DAN GARNER																			
141399	05/19/2011	TR111329	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
SALAZAR SALVADOR																			
141400	05/19/2011	TR111328	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
SALAZAR SALVADOR																			
141401	05/19/2011	TR110027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	110.10	\$116.00
MARGARITA GONZALES WATSON																			
141402	05/19/2011	NT100420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	140.00	\$460.00
ADONIS HILL																			
141403	05/19/2011	TR111519	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
DANIEL ALEJANDRO RIOS-SOTO																			
141404	05/19/2011	TR111397	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
CLAYTON JAMES SCHNEIDER																			
141405	05/19/2011	JV110083	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
LEANN MAY CANTWELL																			
141406	05/19/2011	NT110174	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
LANA HOLMAN																			
141407	05/19/2011	TR111591	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RANDI MARTIN BLOUNT																			
141408	05/19/2011	TR021871	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	80.00	\$297.00
JUSTIN ALAN LEATHERS																			
141409	05/19/2011	TR111593	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
RICHELLE NACOLE ASKEY																			
141410	05/19/2011	TR111596	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	65.00	\$95.00
REGENA GUTIERREZ																			

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141411	05/19/2011	TW100091	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
CHARLES J ACKRIDGE																			
141412	05/19/2011	TR111134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	60.00	\$66.00
RAYMOND MUNOZ REYES																			
141413	05/19/2011	TR111547	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DIANNE BABINSKI RICHARDS																			
141414	05/19/2011	TR021151	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	30.00	\$252.00
RENE MICHELLE LONG																			
141415	05/19/2011	TR111345	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	90.10	\$99.00
ANDRES CASTRO																			
141416	05/19/2011	TR111595	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	95.10	\$99.00
REGENA GUTIERREZ																			
141417	05/19/2011	TR111616	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
JOYCELYN GROTHE HARVEY																			
141418	05/19/2011	TR022590	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	30.00	\$402.00
NEIL BRIDGES																			
141419	05/19/2011	TR022589	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	30.00	\$252.00
NEIL BRIDGES																			
141420	05/19/2011	TR111272	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
NAHOMIE RACHELLE LASH																			
141421	05/19/2011	TR111506	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DEREK RAY GONZALES																			
141422	05/19/2011	TR111554	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RAYMOND ELGIN ROSS																			
141423	05/19/2011	TR111520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
STEVEN LEE BUSHYHEAD																			



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141424	05/19/2011	NT110173	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MARIBEL RODRIGUEZ																			
141425	05/19/2011	TR111739	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PABLO DANIEL GARCIA																			
141426	05/19/2011	TR111387	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PRECIOUS SHYNELL CARTER																			
141427	05/19/2011	TW100165	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163.00	0.00	\$163.00
DUANE RAY BOND																			
141428	05/20/2011	TR111393	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	95.10	\$175.00
ARTHUR JOSEPH NEAL																			
141429	05/20/2011	HC040057	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	122.00	\$222.00
ELIZABETH SHEIKH																			
141430	05/20/2011	TR111586	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
MERCEDES NICOLE LERMA																			
141431	05/20/2011	TR111427	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
LUIS FERNANDO MEZA-ESTRADA																			
141432	05/20/2011	TR111639	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAMES CALVIN CHOUINARD																			
141433	05/20/2011	TR020801	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	30.00	\$255.00
MANDY THOMPSON DEY JETER																			
141434	05/20/2011	TR111502	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$98.10
GREGORY TODD HEINE																			
141435	05/20/2011	TR111557	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	90.10	\$99.00
AMY SOTO																			
141436	05/20/2011	TR111738	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	95.10	\$295.00
ROXANNE MUNDY HILL																			



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141437	05/20/2011	JV100194	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
BOBBY LEE JONES																			
141438	05/20/2011	PW110033	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MATTHEW SCOTT LESCHBER																			
141439	05/20/2011	TR111117	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	9.20	\$10.00
JAMES MATTHEW MCKAY																			
141440	05/20/2011	TR111117	0.00	0.00	0.00	0.00	0.00	0.00	2.70	0.00	0.00	0.00	0.00	0.00	4.50	0.00	25.00	80.80	\$113.00
JAMES MATTHEW MCKAY																			
141441	05/20/2011	TR111505	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
KARYL MARIE BROWN																			
141442	05/20/2011	PW110036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
KERRY WAYNE CAFFEY																			
141443	05/20/2011	TR110402	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.90	0.00	\$100.90
LOGAN BRADLEY LEEN																			
141444	05/20/2011	TR990067	0.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	40.75	101.25	\$162.00
JUSTIN ALAN LEATHERS																			
141445	05/20/2011	TR990066	0.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	80.75	101.25	\$205.00
JUSTIN ALAN LEATHERS																			
141446	05/20/2011	TR111628	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303.90	95.10	\$402.00
EMMANUEL H MANIGAND																			
141447	05/20/2011	TR111590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHARLES FRANK BUJAN																			
141448	05/20/2011	TR110822	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
MICHAEL A NINO																			
141449	05/20/2011	TR020060	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	105.00	30.00	\$160.00
ROBERTO BENITEZ MONDRAGON																			

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141450	05/20/2011	NT110014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	285.00	95.00	\$400.00
SAMUEL P. SEDILLO-VALLEJO																			
141451	05/20/2011	NT110014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	\$15.00
SAMUEL P. SEDILLO-VALLEJO																			
141452	05/20/2011	NT110185	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MICHAEL LAFLER																			
141453	05/20/2011	TW100214	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	85.00	\$110.00
DALYNN CLARK YBARRA																			
141454	05/20/2011	NT110087	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	85.00	\$86.00
JEREMIAH I RODRIGUEZ																			
141455	05/20/2011	TR111644	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	95.10	\$175.00
ROBERT LUFONG BIBANGDIA																			
141456	05/20/2011	TR111732	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
REINALDO G ARRELLANO																			
141457	05/20/2011	NT110087	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86.00	0.00	\$86.00
JEREMIAH I RODRIGUEZ																			
141458	05/20/2011	NT110087	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(86.00)	0.00	(\$86.00)
JEREMIAH I RODRIGUEZ																			
141459	05/20/2011	NT110193	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
NIAYESHA N. JACKSON																			
141460	05/20/2011	NT110194	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
ROSE MARIE JACKSON																			
141461	05/20/2011	TR111451	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
NOE LOPEZ																			
141462	05/20/2011	TR092625	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	125.00	\$1,130.00
MIRANDA DENISE ROSS																			

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141463	05/20/2011	TR094980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
MIRANDA DENISE ROSS																			
141464	05/20/2011	TR111728	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MARC ANTONIO VALENCIA																			
141465	05/20/2011	TR111729	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
MARC ANTONIO VALENCIA																			
141466	05/20/2011	TR111134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	183.00	25.00	\$208.00
RAYMOND MUNOZ REYES																			
141467	05/20/2011	TR111134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(183.00)	(25.00)	(\$208.00)
RAYMOND MUNOZ REYES																			
141468	05/20/2011	TR110534	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	143.00	60.00	\$208.00
STEVEN REYES																			
141469	05/23/2011	TR111227	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JUSTIN THOMPSON STEWART																			
141470	05/23/2011	TR043368	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	33.00	47.00	\$85.00
BLAIR VAUGHAN HOWELL																			
141471	05/23/2011	TW100283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
BLAIR VAUGHAN HOWELL																			
141472	05/23/2011	TW100219	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
VERONICA TAYLOR																			
141473	05/23/2011	TW100286	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
WHITNEY JILL BEESON																			
141474	05/23/2011	TR111452	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
JOSE LUIS LIMON																			
141475	05/23/2011	NT110067	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.00	0.00	\$122.00
MIKE AGUIRRE																			

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141476	05/23/2011	TR111510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
STEPHANIE RENE CORTEZ																			
141477	05/23/2011	TW100285	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	70.00	\$71.00
WHITNEY JILL BEESON																			
141478	05/23/2011	TR110531	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	90.00	\$440.00
CHRISTOPHER DANYEAL REESE																			
141479	05/23/2011	TR111669	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
ROBERT GLENN BEHRENS																			
141480	05/23/2011	TR111613	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
DIANA V REYES-GALINDO																			
141481	05/23/2011	TR111450	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
JIMMY BOB GARRISON																			
141482	05/23/2011	TR111444	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
CHARLOTTE ANN LESTER																			
141483	05/23/2011	TR111430	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
LAURIE NICHOLSON RAHN																			
141484	05/23/2011	TR093843	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	135.00	\$418.00
LUIS MANUEL SAMANIEGO																			
141485	05/23/2011	LW110092	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
TIMOTHY WAYNE VENABLE																			
141486	05/23/2011	LW110080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
OSCAR R GARZA																			
141487	05/23/2011	TR111570	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
MICHAEL STORM JAOUNI																			
141488	05/23/2011	TR100904	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
OSCAR GOMEZ IBARRA																			

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141489	05/23/2011	TR110996	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	201.90	90.10	\$300.00
CHANDRA MONIKA BLANE																			
141490	05/23/2011	TR111807	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
GARY ALLAN HYNDMAN																			
141491	05/23/2011	TW100312	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.00	126.80	\$200.80
EMELINA LOPEZ																			
141492	05/23/2011	TR111514	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LACEY LEA PEREZ																			
141493	05/23/2011	TR111801	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	95.00	\$148.00
PAUL ANTHONY LUNA																			
141494	05/23/2011	TR111565	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
SUSAN ARMENTROUT GIRVIN																			
141495	05/23/2011	TR104544	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
JUSTIN DAVID LOPEZ																			
141496	05/23/2011	NT100418	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	\$120.00
MARY AGUILAR																			
141497	05/23/2011	TR111842	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MICHAEL HAINES DAVIS																			
141498	05/23/2011	TR111769	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CATHLEEN ALAINA MURPHY																			
141499	05/23/2011	NT110167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
CRUZ F GONZALEZ																			
141500	05/23/2011	NT100376	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.00	0.00	\$58.00
MANUEL LOPEZ																			
141501	05/23/2011	PW110039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
ADAM WARREN SANASAC																			

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141502	05/24/2011	TR111636	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	34.90	60.10	\$100.00
CARLOS AGUILAR																			
141503	05/24/2011	JV110107	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$335.00
COURTNEY N. GOVELLA																			
141504	05/24/2011	NT110227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	10.00	60.00	\$75.00
MATTHEW EMMERT RAHN																			
141505	05/24/2011	TR110499	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299.00	25.00	\$324.00
SHANE MATTHEW LAWHON																			
141506	05/24/2011	TR111303	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
DANIEL LEE TUCKER																			
141507	05/24/2011	TR111541	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JORDAN MICHAEL BROWN																			
141508	05/24/2011	TR111544	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	40.00	60.00	\$105.00
JORDAN MICHAEL BROWN																			
141509	05/24/2011	TR111542	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	251.90	90.10	\$350.00
JORDAN MICHAEL BROWN																			
141510	05/24/2011	TR111542	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	248.00	0.00	\$248.00
JORDAN MICHAEL BROWN																			
141511	05/24/2011	LW110096	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	400.00	60.00	\$465.00
TODD KENNETH CORWIN																			
141512	05/24/2011	TR110619	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
JUSTIN BRENT TURNER																			
141513	05/24/2011	TR111562	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ROSS ANDREW MATT																			
141514	05/24/2011	TR091329	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	0.00	\$65.00
JOE FRANK PAVELKA																			

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141515	05/24/2011	TR084529	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	280.00	0.00	\$280.00
JOE FRANK PAVELKA																			
141516	05/24/2011	TR111581	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	60.10	\$66.00
ESTEBAN EDUARDO ALVAREZ																			
141517	05/24/2011	TR111821	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CESAR G MEDINA																			
141518	05/24/2011	TR111702	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
LAVERA ELKINS PETTY																			
141519	05/24/2011	TR111507	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JENNIFER DALE TEMPLETON																			
141520	05/24/2011	TR111707	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
MICHELE N BOYD																			
141521	05/24/2011	TR111725	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
RAPHAELLE THERESE CALVIN																			
141522	05/24/2011	TR111331	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	143.00	60.00	\$208.00
JODI DENELL FISHER																			
141523	05/24/2011	TR111808	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MARK DOUGLAS DWYER																			
141524	05/24/2011	TR111718	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ROBERT A LAWSON																			
141525	05/24/2011	TR111701	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ALESSANDRA WINN REAVIS																			
141526	05/24/2011	TR111730	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ARLENE STOJANIK WORTHAM																			
141527	05/24/2011	TR111724	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RAPHAELLE THERESE CALVIN																			



TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141528	05/24/2011	NT100365	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212.00	0.00	\$212.00
ROLANDO CANTU																			
141529	05/24/2011	TR110039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	\$51.90
ELAINE FERGUSON CASKEY																			
141530	05/24/2011	NT110218	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
DEVON R WOFFORD																			
141531	05/26/2011	TR111453	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	24.90	90.25	\$123.15
CHARLES EDWARD DRAYTON																			
141532	05/26/2011	TR080361	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	120.00	\$220.00
JULIO VASQUEZ																			
141533	05/26/2011	TR080361	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	\$400.00
JULIO VASQUEZ																			
141534	05/26/2011	TR075138	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	34.00	131.00	\$170.00
JULIO VASQUEZ																			
141535	05/26/2011	TR075137	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	36.00	161.00	\$205.00
JULIO VASQUEZ																			
141536	05/26/2011	TR111716	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
PATREECE NICCOLE TORRES																			
141537	05/26/2011	JV110093	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
JACOB MAREZ																			
141538	05/26/2011	NT110216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
LAYLA MAREZ																			
141539	05/26/2011	TR110565	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.90	120.25	\$148.15
GINA ANN LUCIO																			
141540	05/26/2011	TR111550	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
WESTON OWEN MONTGOMERY																			



TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141541	05/26/2011	TR110534	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.00	0.00	\$52.00
STEVEN REYES																			
141542	05/26/2011	TR110923	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	\$100.00
RHONDA LESCHBER GONZALES																			
141543	05/26/2011	TR111629	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	\$100.00
OBDULIO DIDIY CALVO																			
141544	05/26/2011	TR111283	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	121.90	90.10	\$220.00
DANIEL ALAN BOUCHER																			
141545	05/26/2011	TR111283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.00	0.00	\$78.00
DANIEL ALAN BOUCHER																			
141546	05/26/2011	TR111543	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JORDAN MICHAEL BROWN																			
141547	05/26/2011	TR102609	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
AMANDA MARIE THOMAS																			
141548	05/26/2011	TR110758	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	174.90	90.10	\$273.00
WILLIAM JOSEPH BESA																			
141549	05/26/2011	TR110758	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.00	25.00	\$350.00
WILLIAM JOSEPH BESA																			
141550	05/26/2011	JV100173	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	265.00	35.00	\$300.00
ZARIAH PATTERSON																			
141551	05/26/2011	LW110083	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	\$190.00
JOHN TRAVIS CUMMINGS																			
141552	05/26/2011	LW110082	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	60.00	\$265.00
JOHN TRAVIS CUMMINGS																			
141553	05/26/2011	TR095269	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	77.00	150.00	\$235.00
ISAAC BARTLETT REX																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141554	05/26/2011	TR100773	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
ISAAC BARTLETT REX																			
141555	05/26/2011	JV110102	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
BIANCA LUCIO																			
141556	05/26/2011	JV110097	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
MADISON P SMITH																			
141557	05/26/2011	JV110108	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
CHRISTOPHER A JARMAN																			
141558	05/26/2011	JV110105	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
MAYRA ALEJANDRA RIOJAS																			
141559	05/26/2011	JV110100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
CHELSEA N WEIMANN																			
141560	05/26/2011	TR111287	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	\$150.00
DULCE GABRIELA SEALS																			
141561	05/26/2011	TR111546	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
BRADLEY GENE GOODMAN																			
141562	05/26/2011	JV110088	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
EMILIO MORENO																			
141563	05/26/2011	NT110206	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
HECTOR GARCIA																			
141564	05/26/2011	NT110206	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(20.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(65.00)	(\$85.00)
HECTOR GARCIA																			
141565	05/26/2011	NT110207	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ROSIE MORENO																			
141566	05/26/2011	JV110099	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
JUAN S VARELA-BERROSPE																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141567	05/26/2011	JV110103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
ALEXIS J GRAFFAM																			
141568	05/26/2011	TR111663	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CATHY VELASQUEZ																			
141569	05/26/2011	TR111751	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
KEEGAN MYKEL HOOVER																			
141570	05/26/2011	JV100201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.00	110.00	\$147.00
JOSEFINA MARTINEZ																			
141571	05/26/2011	JV110095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
GABRIEL C ORONA																			
141572	05/26/2011	TR111552	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DON DEVILLE MAGRUDER																			
141573	05/26/2011	JV110104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
OSWALDO DE JESUS																			
141574	05/26/2011	TR111760	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
STEVEN ALLEN RABEN																			
141575	05/26/2011	NT100350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
GUADALUPE SERNA																			
141576	05/26/2011	TR110420	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	115.10	\$124.00
CHARMAIN NICOLE ALDERETE																			
141577	05/26/2011	TR111350	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
MELISSA SISK GARCIA																			
141578	05/26/2011	TR111153	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	0.00	\$175.00
RAE NICOLE HERNANDEZ																			
141579	05/26/2011	TR111708	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
DANIEL SANCHEZ																			

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141580	05/26/2011	TR103862	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	\$40.00
JASMINE PATRESE WOLBRUECK																			
141581	05/26/2011	TR110909	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JUAN CARLOS SAUCEDO																			
141582	05/26/2011	TR104059	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	140.10	\$225.00
JUAN CARLOS SAUCEDO																			
141583	05/26/2011	TR104260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	140.00	\$490.00
SERGIO ROBLEDO RODRIGUEZ																			
141584	05/27/2011	TR111101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
MATTHEW R MOODY																			
141585	05/27/2011	TR110672	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
BEVERLY DENISE SMITH																			
141586	05/27/2011	TR110537	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	64.90	85.10	\$155.00
ALEXANDRA REYES																			
141587	05/27/2011	TW110095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	166.80	\$416.80
LOGAN ELWOOD HEIDLER																			
141588	05/27/2011	TW110094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
LOGAN ELWOOD HEIDLER																			
141589	05/27/2011	TW110095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(250.00)	(166.80)	(\$416.80)
LOGAN ELWOOD HEIDLER																			
141590	05/27/2011	TW110095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
LOGAN ELWOOD HEIDLER																			
141591	05/27/2011	TW110094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	106.80	\$356.80
LOGAN ELWOOD HEIDLER																			
141592	05/27/2011	TR110895	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	65.00	\$71.00
MONICA MARIE ADAMS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141593	05/27/2011	TR043367	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	56.00	77.00	\$141.00
BLAIR VAUGHAN HOWELL																			
141594	05/27/2011	TW110085	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.60	65.00	\$215.60
ADRIANE J STEPHENS																			
141595	05/27/2011	TW110086	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
ADRIANE J STEPHENS																			
141596	05/27/2011	TW110089	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
JAMES P PARK																			
141597	05/27/2011	TW110092	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
WILLIAM ANTHONY GRUBER																			
141598	05/27/2011	HC070001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.00	116.00	\$150.00
MARIAN D DESHAY																			
141599	05/27/2011	TR111892	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
CYNTHIA C CHAVEZ																			
141600	05/27/2011	NT110233	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	70.00	\$170.00
TIMOTHY RYAN WHITE																			
141601	05/27/2011	NT100204	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	\$20.00
TIMOTHY RYAN WHITE																			
141602	05/27/2011	TR111761	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
SHELBY LEE CLAY																			
141603	05/27/2011	JV100202	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	293.00	0.00	\$293.00
DALTON WOODS																			
141604	05/27/2011	NT100421	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193.00	0.00	\$193.00
LORETTA ARGENTINA WOODS																			
141605	05/27/2011	TR103018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	0.00	\$48.00
CHAD THOMAS QUATTLEBAUM																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141606	05/27/2011	TR111632	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
ROBER CRUZ-PEREZ																			
141607	05/27/2011	TR111633	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	99.90	90.10	\$198.00
ROBER CRUZ-PEREZ																			
141608	05/27/2011	TR111645	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
JEFFREY ALAN GILBERTSON																			
141609	05/27/2011	TR040517	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	215.00	25.00	\$240.00
GREGORY SHAWN DAWSON																			
141610	05/27/2011	TR040517	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	0.00	\$9.00
GREGORY SHAWN DAWSON																			
141611	05/27/2011	TW110101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
LAMONICA LYN ALVARADO																			
141612	05/27/2011	TR095538	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
FRANCISCO CELEDON																			
141613	05/27/2011	TW110100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
LAMONICA LYN ALVARADO																			
141614	05/27/2011	TR111711	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
NORMAN HARRY YEOMAN																			
141615	05/27/2011	NT110201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
RHYN N. PACE																			
141616	05/27/2011	JV110096	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
ABRIELLE CELESTE KAISER																			
141617	05/27/2011	NT110226	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
THOMAS SCOTT COX																			
141618	05/27/2011	TR111563	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RENEE MARY BYRD																			

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141619	05/27/2011	TR111721	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
ROBERT SHEA WERTZ																			
141620	05/27/2011	JV110109	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
CESAR MARTINEZ																			
141621	05/27/2011	TR110176	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	162.00	0.00	\$162.00
OCTAVIO GONZALEZ GALINDO																			
141622	05/27/2011	JV110026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	\$120.00
GIL JR CAMACHO																			
141623	05/27/2011	TR111389	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PRECIOUS SHYNELL CARTER																			
141624	05/27/2011	TR101689	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
BRAD EVERETT FREELAND																			
141625	05/27/2011	TR095707	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	150.00	\$658.00
BRAD EVERETT FREELAND																			
141626	05/31/2011	LW110106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
CURTIS MICHAEL GREEN																			
141627	05/31/2011	TW110065	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
DAVID BRUNSON BARBER																			
141628	05/31/2011	TR111712	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
ANGELA GALE HADD																			
141629	05/31/2011	NT110237	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	235.00	60.00	\$300.00
AARON CARL ECKERDT																			
141630	05/31/2011	TR110468	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	0.00	\$196.90
PRICE CARTER INMAN																			
141631	05/31/2011	TR111269	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
LETICIA LYNN BAMBA																			



TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141632	05/31/2011	TR111689	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
BRYTNI MARIE BURCH																			
141633	05/31/2011	TR111690	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	96.90	90.10	\$195.00
BRYTNI MARIE BURCH																			
141634	05/31/2011	TR111611	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
LOGAN GREG TUCKER																			
141635	05/31/2011	TR111706	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
UTEVIA LAMMONS																			
141636	05/31/2011	TR110103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
DARREN ALAN MILLS																			
141637	05/31/2011	TR110990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	296.00	25.00	\$321.00
ISRAEL SALINAS																			
141638	05/31/2011	TR110073	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
CHRISTINA MARIE GONZALEZ																			
141639	05/31/2011	TR104372	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	175.00	90.10	\$273.10
STACIE DELLENE HAMMACK																			
141640	05/31/2011	TR111715	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	25.00	90.00	\$123.00
GINTAUTAS URBONAVICIUS																			
141641	05/31/2011	TR111623	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
VALERIE RENEE KORDES																			
141642	05/31/2011	TR111624	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	5.00	60.00	\$70.00
VALERIE RENEE KORDES																			
141643	05/31/2011	TR111620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
KATE ELIZABETH SMILEY																			
141644	05/31/2011	TR111743	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	95.10	\$99.00
JOSHUA MATTHEW SHELTON																			



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141645	05/31/2011	NT100418	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	\$60.00
MARY AGUILAR																			
141646	05/31/2011	TR111800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.90	65.10	\$260.00
PAUL ANTHONY LUNA																			
141647	05/31/2011	TR111777	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JOHN THOMAS INMON																			
141648	05/31/2011	PW100176	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	\$200.00
HECTOR VENTURA NEVAREZ																			
141649	05/31/2011	TR111703	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
YAZMIN ALEXANDRA GARZA																			
141650	05/31/2011	JV110098	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
ALEJANDRA G MORENO																			
141651	05/31/2011	TR111433	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	198.90	100.10	\$302.00
SANTIAGO GAYTAN SANCHEZ																			
141652	05/31/2011	TR111273	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JARRED BENJAMIN GRISHAM																			
141653	05/31/2011	TR050794	0.00	0.00	0.00	0.00	0.00	0.00	1.41	0.00	0.00	0.00	2.35	0.00	0.00	0.00	0.00	36.24	\$40.00
TAMI JEAN TABOR																			
141654	05/31/2011	TR050794	0.00	0.00	0.00	0.00	0.00	0.00	1.59	0.00	0.00	0.00	2.65	0.00	0.00	0.00	35.00	40.76	\$80.00
TAMI JEAN TABOR																			
141655	05/31/2011	TR110860	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	321.90	90.10	\$420.00
TAMI JEAN TABOR																			
141656	05/31/2011	TR110103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.70	\$2.70
DARREN ALAN MILLS																			
141657	05/31/2011	TR111755	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
GEORGINA FALDUTO																			

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141658	05/31/2011	NT110045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
MARY L. WILLIAMS																			
141659	05/31/2011	JV100172	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
CODY DALTON STRMISKA																			
141660	05/31/2011	LW100084	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	110.00	\$215.00
TYLER RAY TUTTLE																			
141661	05/31/2011	LW100083	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	299.00	110.00	\$414.00
TYLER RAY TUTTLE																			
																		0.00	\$0.00
CUMULATIVE TOTALS :			48.00	2,212.80	390.00	0.00	0.00	0.00	702.00	920.00	534.60	490.00	745.00	15.00	815.00	255.00	69,732.2	43,916.9	\$120,776.55

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	3	15.00	15.00	10.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341914
AFC4F	COUNTY ARREST FEE	153	720.00	650.00	239.50	5.00	215.00	0.00	190.50	70.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	164	815.00	790.00	160.00	30.00	280.50	0.00	319.50	25.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	3	15.00	15.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	50	920.00	880.00	580.00	0.00	20.00	0.00	280.00	40.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	26	390.00	345.00	90.00	0.00	60.00	0.00	195.00	45.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	51	490.00	490.00	280.00	0.00	140.00	0.00	70.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	15	2,212.80	2,212.80	226.50	0.00	938.40	0.00	1,047.90	0.00	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	55	534.60	534.60	48.81	9.90	336.60	0.00	139.29	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	559	69,732.20	58,360.20	20,590.10	727.90	14,982.50	0.00	22,059.70	11,372.00	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	24	48.00	42.00	12.00	0.00	8.00	0.00	22.00	6.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	3	255.00	255.00	0.00	0.00	0.00	0.00	255.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	242	702.00	675.00	152.70	12.00	258.30	0.00	252.00	27.00	0.00	0.00	0100-0000-341804

\*\*\* The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column\*\*\*

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMEN	3	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFC4.	CONTABLE ARREST FEE	28	140.00	130.00	65.00	0.00	25.00	0.00	40.00	10.00	0.00	0.00	0100-0000-341914
AFGPD	GRANGER POLICE DEPAI	2	10.00	10.00	0.00	0.00	5.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
AFTPD	TAYLOR POLICE DEPART	2	10.00	10.00	5.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	500.00	500.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	25	1,150.00	1,150.00	200.00	0.00	300.00	0.00	650.00	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	8	400.00	100.00	100.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT	469	17,399.00	16,108.00	5,334.40	280.00	4,472.20	0.00	6,021.40	1,291.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	469	1,349.76	1,247.76	410.46	21.00	342.30	0.00	474.00	102.00	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	424	407.92	386.92	130.82	7.00	107.10	0.00	142.00	21.00	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	24	12.00	10.50	3.00	0.00	2.00	0.00	5.50	1.50	0.00	0.00	0399-0000-208730
COM	COMMITMENT	50	240.00	70.00	15.00	0.00	50.00	0.00	5.00	170.00	0.00	0.00	0100-0000-341804
CSS	SAFETY SEAT SYSTEMS I	3	0.45	0.45	0.15	0.00	0.00	0.00	0.30	0.00	0.00	0.00	0399-0000-208721
CWF	WILLIAMSON COUNTY W	39	1,850.00	1,400.00	150.00	0.00	550.00	0.00	700.00	450.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	26	130.00	115.00	30.00	0.00	20.00	0.00	65.00	15.00	0.00	0.00	0399-0000-208170
FNLC	FINE-LOCAL PORTION	1	100.00	100.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	1	100.00	100.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0399-0000-208720
HWF	HUTTO POLICE DEPARTM	3	150.00	50.00	50.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	419	805.84	767.84	261.64	14.00	210.20	0.00	282.00	38.00	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELT	26	12.50	11.00	3.00	0.00	2.00	0.00	6.00	1.50	0.00	0.00	0399-0000-208180
JCP	JUDICIAL COURT PERSON	2	2.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0399-0000-208500
JCTF	JUSTICE COURT TECHN	467	1,791.68	1,655.68	547.28	28.00	456.40	0.00	624.00	136.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	424	1,631.68	1,547.68	523.28	28.00	428.40	0.00	568.00	84.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	424	2,437.52	2,315.52	784.92	42.00	638.60	0.00	850.00	122.00	0.00	0.00	0399-0000-208352
JURY	JURY FEE	1	3.00	3.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0100-0000-341804
JURY FEE	JURY TRIAL FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
MV	STATE CIVIL JUSTICE DA	194	18.90	18.90	5.19	0.20	7.10	0.00	6.41	0.00	0.00	0.00	0399-0000-208415
OVER	OVER PAYMENT OF FINE	4	9.70	9.70	5.00	0.00	4.70	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	50	240.00	70.00	15.00	0.00	50.00	0.00	5.00	170.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	8	400.00	100.00	0.00	0.00	100.00	0.00	0.00	300.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	5	12.00	8.00	0.00	0.00	8.00	0.00	0.00	4.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	14	2,450.00	2,450.00	1,350.00	250.00	0.00	0.00	850.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	229	6,630.00	6,360.00	1,467.00	120.00	2,523.00	0.00	2,250.00	270.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	8	40.00	35.00	5.00	0.00	0.00	0.00	30.00	5.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	122	564.60	534.60	329.60	0.00	25.00	0.00	180.00	30.00	0.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0399-0000-208400
TP	TIME PAYMENT	60	1,450.00	1,225.00	300.00	0.00	425.00	0.00	500.00	225.00	0.00	0.00	0399-0000-208860
TWF	TAYLOR POLICE DEPART	7	350.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	0.00	0100-0000-341804
TWFINE	TOLLWAY FINE	28	908.40	908.40	202.70	0.00	302.10	0.00	403.60	0.00	0.00	0.00	0100-0000-207027

8.51

<b>TOTALS SUMMARY</b>		5425	120,776.55	104,795.55	34,688.05	2,075.00	28,293.40	0.00	39,739.10	\$15,981.00	0.00	0.00
Direct Deposit	\$0.00											
Cash	\$34,688.05								CSR Credit	\$0.00		
Checks	\$2,075.00								Jail Credit	\$15,981.00	Post for Refund	\$0.00
Money Orders	\$28,293.40										Over Payments	\$0.00
Credit Cards :	\$39,739.10		Escrow Payments	\$0.00	Transaction Fee	\$0.00	Non-Monetary	\$0.00				
<b>TOTAL CURRENCY</b>		\$104,795.55	<b>ESCROW PAID</b>		\$0.00	<b>TRAN. FEES</b>		\$0.00	<b>TOTAL</b>		\$15,981.00	<b>TOTAL PAID</b> \$0.00

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4

Date Printed: 5/31/2011  
Time Printed: 6:43:00PM

Pg. 53

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
01-0100-0000-207008		500.00	0.00	0.00	0.00	500.00
0100-0000-209600		0.00	255.00	0.00	0.00	255.00
0100-0000-209700		9.70	0.00	0.00	0.00	9.70
0100-0000-341804		4,892.81	2,519.79	1,677.00	0.00	9,089.60
0100-0000-341904		10.00	0.00	10.00	0.00	20.00
0100-0000-341911		500.00	650.00	0.00	0.00	1,150.00
0100-0000-341913		0.00	0.00	100.00	0.00	100.00
0100-0000-341914		549.60	255.00	335.00	0.00	1,139.60
0100-0000-351304		36,300.50	22,159.70	11,372.00	0.00	69,832.20
0360-0000-341150		773.76	474.00	102.00	0.00	1,349.76
0361-0000-341154		244.92	142.00	21.00	0.00	407.92
0372-0000-341144		1,031.68	624.00	136.00	0.00	1,791.68
0399-0000-208160		10,086.60	6,021.40	1,291.00	0.00	17,399.00
0399-0000-208170		50.00	65.00	15.00	0.00	130.00
0399-0000-208180		5.00	6.00	1.50	0.00	12.50
0399-0000-208235		987.68	568.00	88.00	0.00	1,643.68
0399-0000-208300		150.00	195.00	45.00	0.00	390.00
0399-0000-208352		1,465.52	850.00	122.00	0.00	2,437.52
0399-0000-208400		470.50	334.50	125.00	0.00	930.00
0399-0000-208425		4,110.00	2,250.00	270.00	0.00	6,630.00
0399-0000-208500		20.00	24.00	6.00	0.00	50.00
0399-0000-208720		0.00	100.00	0.00	0.00	100.00
0399-0000-208730		5.00	5.50	1.50	0.00	12.00
0399-0000-208860		725.00	500.00	225.00	0.00	1,450.00
0399.0000.208703		485.84	282.00	38.00	0.00	805.84
0399-0000-208721		0.15	0.30	0.00	0.00	0.45
0399-0000-208415		12.49	6.41	0.00	0.00	18.90
0100-0000-207027		504.80	403.60	0.00	0.00	908.40
01.0100.0000.207017 DLQ FEE		1,164.90	1,047.90	0.00	0.00	2,212.80
TOTALS:		65,056.45	39,739.10	15,981.00	0.00	120,776.55

Receipt Number  
141032 - 141661

## Weekly Asset Transfers

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**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, destruction, abandoned property seizures, or trade-in.

##### Background

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#### Fiscal Impact

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

Link: [Asset Transfers](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 06/08/2011 08:25 AM  
Final Approval Date: 06/08/2011

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# Williamson County

## Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one) ☒ Abandoned and seized by Const. #2

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	Ruger Mini-14 Rifle with sling and padded case	186-41755		Working
1	Winchester Model 1300 Shotgun with hard case	L3099052		Working
1	Remington Model 700 Rifle with scope and hard case	E6879321		Working
4	Ammunition Magazines for a Ruger Mini-14 Rifle			Working
946	.223 caliber ammunition	Winchester, Remington, Regier Brands		Working

### Parties involved:

FROM (Transferor Department):

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Rick Coffman, Constable, Precinct 2

Transferee - Elected Official/Department Head/

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

Contact Person:

Rick Coffman

William H. Beechinor

Print Name

Print Name

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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



# Williamson County

## Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one) ☒ Abandoned and seized by Const #2  
☐ 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)
583	.308 caliber ammunition	Venezolana, Winchester, Hornady, Remington, Ca		Working
2,924	.22 caliber ammunition	Remington, Federal		Working
233	12 Gauge Shotgun Ammunition	Federal, Winchester, Remington		Working
310	9mm ammunition	Grand Falls, Lillier&Bellot, Hornady, Corbon		Working
17	.30-06 ammunition	Winchester, 1K78		Working

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Rick Coffman, Constable, Precinct 2

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

**Contact Person:**

Rick Coffman

William H. Beechinor

Print Name

Print Name

Signature

Date Phone Number

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# Williamson County

## Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one) ☒ Abandoned and seized by Const #2

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Tanarmi Gardone V.T. FIE .22 caliber revolver	86623		Working
1	Maxam Lock Blade Knife	PRO SERIES		Working
2	Hearing protection headsets	Smith & Wesson, Sports Unlimited		Working
2	12 Gauge Shotgun Choke Tubes			Working
1	20 Gauge Shotgun Choke Tube			Working

### Parties involved:

FROM (Transferor Department): \_\_\_\_\_

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Rick Coffman, Constable, Precinct 2

Transferee - Elected Official/Department Head/

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

Contact Person:

Rick Coffman

William H. Beechinor

Print Name

Print Name

Signature

Date Phone Number

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

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

# Williamson County

## Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one) ☒ Abandoned and seized by Const #2  
 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	Bore Light			Working
1	Firearm Cleaning Kit			Working
2	Bottles of Gun Lubricant (oil)			Working
1	Pack of gun cleaning patches			Working
1	Pack of matches in waterproof container			Working

**Parties involved:**

FROM (Transferor Department): \_\_\_\_\_

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Rick Coffman, Constable, Precinct 2

Transferee - Elected Official/Department Head/

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

Contact Person:

Rick Coffman

William H. Beechinor

Print Name

Print Name

Signature

Date 05-27-11 Phone Number 260-4270

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one) @ Abandoned and seized by Const #2

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
6	Ammunition Cans (military type)			Working
4	.38 caliber pistol ammunition			Working
				Working
				Working
				Working

### Parties involved:

FROM (Transferor Department):

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Rick Coffman, Constable, Precinct 2

Transferee - Elected Official/Department Head/

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

Contact Person:

Rick Coffman

William H. Beechinor

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 \_\_\_\_\_

IN THE MATTER OF THE  
Williamson County Purchasing  
Public Notice  
Unclaimed Seized Property

THE STATE OF TEXAS,

County of WILLIAMSON

Clark Thurmond

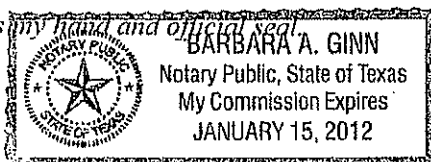
being duly sworn, says that he is the publisher of Williamson County Sun / Sunday Sun  
a newspaper of general circulation which has been continuously and regularly published for a period of not less  
than one year in the County of WILLIAMSON, Texas, preceding the date of the  
attached notice, and that the said notice was published in said paper as follows:

First insertion 13<sup>th</sup> day of February 20 11  
Second insertion \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Third insertion \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Fourth insertion \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Gin Burnett  
Newspaper Representative.

Subscribed and sworn to before me, this 17<sup>th</sup> day of February 20 11

Witness my hand and official seal



Barbara A Ginn  
Barbara A. Ginn My Commission Expires  
Notary Public 1/15/2012

**PUBLICATION NOTICE**

**PUBLIC NOTICE  
WILLIAMSON COUNTY  
UNCLAIMED SEIZED  
PROPERTY**

Williamson County, Precinct 2, Constable's Office is holding unclaimed property listed below. This property was found abandoned and therefore seized for safekeeping on August 9, 2010 from 2302-A Bagdad Road, Leander, TX:

1. One (1) Ruger Mini-14 Rifle with padded case
  2. One (1) Winchester Model 1300 Shotgun with hard case
  3. One (1) Remington Model 700 Rifle with scope with hard case
  4. One (1) Tanarmi Gardone V.T. Revolver
  5. Four (4) Magazines for a Ruger Mini-14 Rifle
  6. One (1) Maxam Lock Blade Knife
  7. .223 caliber ammunition, various brands and types
  8. .308 caliber ammunition, various brands and types
  9. .22 caliber ammunition, various brands and types
  10. .30-06 caliber ammunition, various brands and types
  11. 9mm ammunition, various brands and types
  12. .38 caliber ammunition, various brands and types
  13. 12 gauge ammunition, various brands and types
  14. Military type, metal ammunition cans
  15. Two (2) hearing protection headsets
  16. Two (2) 12 gauge chokes
  17. One (1) 20 gauge choke
  18. One (1) bore light
  19. One (1) firearm cleaning kit
  20. Two (2) bottles gun oil
  21. One (1) pump gun cleaning patches
  22. One (1) waterproof container of matches
- The listed property owner is Ms. Dorene Patty, PO Box 454, Cedar Park, TX 78630. The listed property is being held by Randolph Doyer, Chief Deputy, Precinct 2 Constable's Office, Williamson County, TX, located at 350 Discovery Blvd, Ste. 205, Cedar Park, Texas 78613, phone # 512-260-4270.

If the listed owner does not claim and present proof of ownership of the listed property within 90 days from the date of this newspaper publication, such property will be disposed of with proceeds to be placed in the Williamson County treasury, or the property may be converted to County use.

File No. \_\_\_\_\_

IN THE MATTER OF THE

**AFFIDAVIT OF NEWSPAPER REPRESENTATIVE  
TO PUBLICATION OF LEGAL NOTICE**

Filed the \_\_\_\_\_ day of

20\_\_\_\_

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

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell 17" 1707FP monitor	CN-0CC352-64180-6BR-0F1S		Working
1	Dell 19" 1907FP monitor	CN-0CC388-71618-69J-AC56		Working
1	Dell 19" 1908FP monitor	CN-0D307J-74445-94I-BTVS		Working

**Parties involved:**

FROM (Transferor Department): Auction

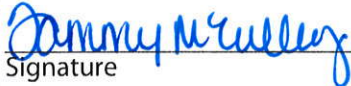
**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Tammy McCulley

Tammy McCulley

Print Name

Print Name



June 2, 2011 +1 (512) 943-1455

Signature

Date Phone Number

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

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

Mike Gleason

Mike Gleason

Print Name

Print Name



June 2, 2011 +1 (512) 943-1317

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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



# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

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

**Parties involved:****FROM** (Transferor Department): 560 Law Enforcement
**Transferor - Elected Official/Department Head/  
Authorized Staff:**

LC Marshall

Print Name

Signature

May 12, 2011

Date

**Contact Person:**

Paul Swisher

Print Name

+1 (512) 943-1349

Phone Number

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

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

RECEIVED

JUN -1 2011

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

\* 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 \_\_\_\_\_



[illegible]

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
11	DELL MONITORS	SEE ATTACHEMENT PAPER WORK	N/A	Working
9	DELL CPU'S	SEE ATTACHMENT PAPER WORK	N/A	Working
2	ELO MONITORS	SEE ATTACHMENT PAPER WORK	N/A	Working
1	MICRON CPU	SEE ATTACHMENT PAPER WORK	N/A	Working
22	* DTV DIGITAL TO ANALOG CONVERTER BOX (MAGNAVOX)	SEE ATTACHMENT PAPER WORK	N/A	Working

**Parties involved:**FROM (Transferor Department): 570, \* - Commissary**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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# Williamson County

## Asset Status Change Form

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- ☐ TRANSFER bet ween county departments    ☐ TRADE-IN for new assets of similar type for the county  
☒ 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)
5	DIGITAL COLOR CAMERA BY BOSCH	SEE ATTACHMENT PAPER WORK	N/A	Working
3 *	ORION TV'S	SEE ATTACHMENT PAPER WORK	N/A	Working
1 *	DURABAND TV	SEE ATTACHMENT PAPER WORK	N/A	Working
1 *	DYNEX TV	SEE ATTACHMENT PAPER WORK	N/A	Working
2 *	SHARP TV'S WITH WALL MOUNTS	SEE ATTACHMENT PAPER WORK	N/A	Working

**Parties involved:**

**FROM** (Transferor Department): 570, \* - Commissary

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

**Authorized Staff:**

**Contact Person:**

LC MARSHALL

Print Name

Print Name

Summell

5-2-11

Signature

Date Phone Number

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

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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



# Williamson County

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	BROWN DESK	N/A	A110854	Working
1	METAL YELLOW DESK	N/A	N/A	Working
6	PAIRS OF CRUTCHES	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
5	INDIVIDUAL CRUTCHES	SEE ATTACHMENT PAPER WORK	N/A	Non-Working

**Parties involved:****FROM** (Transferor Department): 570
**Transferor - Elected Official/Department Head/  
Authorized Staff:**
**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

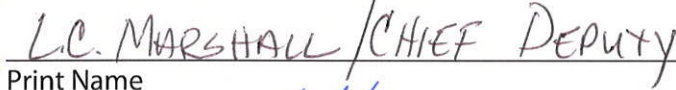
**The following asset(s) is(are) considered for: (select one)**

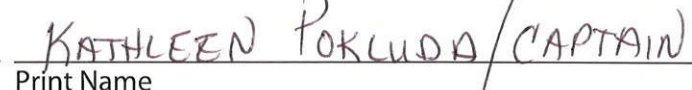
- ☐ TRANSFER bet ween county departments   
 ☐ TRADE-IN for new assets of similar type for the county   
 ☐ DESTRUCTION due to Public Health / Safety  
☒ SALE at the earliest auction \*   
 ☐ DONATION to a non-county entity

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	ROLLING METAL FILE CABINET	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
22	POD OFFICER CHAIRS	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
100	INMATE BROWN FOOD TRAYS	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
1	MEILINK SAFE	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
		SEE ATTACHMENT PAPER WORK	N/A	Non-Working

**Parties involved:****FROM** (Transferor Department): 570**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

  
 Print Name

  
 Print Name

  
 Signature

5-24-11  
 Date

943-1401  
 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

RECEIVED

JUN -1 2011

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

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# Williamson County

## Asset Status Change Form

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- ☐ TRANSFER bet ween county departments    ☐ TRADE-IN for new assets of similar type for the county  
☐ 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)
35	INMATE WHITE BLANKETS	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
90	INMATE TOWELS	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
30	INMATE MTTRESS COVERS	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
125	INMATE GREY BLANKETS	SEE ATTACHMENT PAPER WORK	N/A	Non-Working
			N/A	Non-Working

**Parties involved:****FROM** (Transferor Department): 570**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

L.C. MARSHALL / CHIEF DEPUTY

KATHLEEN POKLUDA / CAPTAIN

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

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

Print Name

Print Name

Signature

Date Phone Number

JUN -1 2011  
AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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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 \_\_\_\_\_



**MEMORANDUM**  
**Williamson County Sheriff's Office**  
***Corrections Bureau***

**TO: Captain K. Pokluda**  
**FROM: Lt. Chris Watts#2801**  
**DATE: 04/27/2011**  
**SUBJECT: Assets to be destroyed or auctioned**

**These Items are to be sent to auction**

1. Eleven Dell monitors that work; but have been replaced on IT recommendation. The following serial or model numbers are as follows: cn-opo151-64180-480-04bn;cn-olk525-97803-2cq-lgt3;cn-opo151-64180-48u-04af;my-08g15f-47603-399-bjpr;mx-08g157-47605-38r-bn08;mx-040133-47741-ice-70gu;cn-oj1806-71618-41k-6966;cn-oy4799-71618-61e-aegt;M781s;M782; M780
2. Nine Dell CPU's that work; but have been replaced on IT recommendation. The following serial or model numbers are as follows: gnj8311;gp6j081; cgfnt31; c0079; c00790; c00763; c00764;c00545
3. Two ELO monitors that work; but have been replaced on IT recommendation. The following serial or model numbers are as follows: 727141342c and 726493944c
4. One Micron CPU is working; but has been replaced on IT recommendation. The following serial or model number area as follows: c00450
5. Twenty-two digital to analog Magnavox converter boxes; we no longer uses the devices because the old TV's have been replaced, but they are in working order. The following serial numbers are as follows: u46820647, u46820645, u4588861, u47883046, u47829278,u47829309,u46848869,u47896828,u48897617,u45848860,u49813632,u49813633,u46820144,u47829279,u48897618,u48820646,u47896739,u47829310,u47880921,u47829276,u47896829,u46820146. **These items were purchased through the Commissary operating account.**
6. Five digital color cameras by bosch; in working order but the camera systems has been updated with new cameras. The following serial or model number are as follows: 899380043231,opo803221502596,op320810659470,op080321502568,op080321502475
7. Three Orion televisions, working but some of the buttons are missing. The following serial or model numbers are as follows: 053220625824,053110877537,053120542394. **These items were purchased through the Commissary operating account.**
8. One Durband television, working but some of the buttons are missing. The following serial number is: 055140975256. **This item was purchased through the Commissary operating account.**

9. One Dynex television, working but some of the buttons are missing. The following serial number is: 2698lc15kt46h09450. **This item was purchased through the Commissary operating account.**
10. Two Sharp televisions with all mounts, work but one has a crack in the casing and the other is missing some buttons. The following serial numbers are: 307803513, 307803720. **These items were purchased through the Commissary operating account.**
11. One brown wooden desk that's works it just was replaced due to wear and tear. The following County tag#A110854
12. One yellow metal desk works it was just replaced to wear and tear just has been replaced.
13. Six pairs of Crutches and five single crutches, brought into the facility from Hospital transports or pre-existing medical conditions.
14. One 2 drawer rolling file cabinet missing a drawer
15. Twenty-two pod officers chairs, these chairs are missing wheels and some have broken backs supports
16. One Hundred (100) Inmate brown food trays that no longer keep the food cold or warm.
17. One Melilink Safe that was drilled open and has a hole in it

**The rest of the items are to be destroyed and cannot be auctioned.**

18. One hundred and twenty-five (125) Inmate gray blankets, unable to sew up the holes and most of them are ripped in half or more
19. Thirty-five (35) Inmate white blankets, unable to sew up the holes and most are ripped in half or more
20. Ninety (90) Inmate bathing towels that are unserviceable, torn with holes
21. Thirty (30) Inmate mattress covers that are unserviceable, torn in half or have holes in them.



# Williamson County

## Asset Status Change Form

Print Form

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- ☐ TRANSFER bet ween county departments    ☐ TRADE-IN for new assets of similar type for the county  
☐ SALE at the earliest auction \*                      ☐ DONATION to a non-county entity

☒ DESTRUCTION due to  
Public Health / Safety

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	BODY ARMOR model # H115-4	serial #0501349482	BC # n/a 00984	Non-Working
		n/a	n/a	Non-Working
		n/a	n/a	Non-Working
		n/a	n/a	Non-Working
	***** all insignias have been removed *****			

**Parties involved:****FROM** (Transferor Department): 570 Corrections

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

L.C. Marshall

Print Name

Signature

March 17, 2011

Date

**Contact Person:**

Tammy Hill #12015

Print Name

+1 (512) 943-1324

Phone Number

RECEIVED

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

 JUN - 1 2011  
 AUDITOR'S OFFICE  
 WILLIAMSON COUNTY, TEXAS

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# Williamson County

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 ☐ DONATION to a non-county entity

**Asset List:**

Trade-in Value \$300 each

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Taser, X26	X00-391843	01596	Non-Working
1	Taser, X26	X00-194999	01164	Non-Working
1	Taser, X26	X00-146747	00816	Non-Working
1	Taser, X26	X00-254179	01333	Non-Working
1	Taser, X26	X00-150646	00825	Non-Working

**Parties involved:****FROM** (Transferor Department): Sheriff's Office Corrections

(DEPT. 570)

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

L.C. MARSHALL / CHIEF DEPUTY

JEFF PEARSON / CAPTAIN

Print Name

Print Name

Signature

5-24-11

Date

943-1369

Phone Number

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

GT Distributors

RECEIVED

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

JUN - 7 2011

Print Name

Print Name

Signature

Date

Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

**Asset List:** *Trade-in Value \$ 300 /each*

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Taser, X26	X00-374181	01597	Non-Working
1	Taser, X26	X00-146729	00813	Non-Working
1	Taser, X26	X00-150756	00831	Non-Working
1	Taser, X26	X00-146720	00821	Non-Working
1	Taser, X26	X00-391961	01607	Non-Working

**Parties involved:**

FROM (Transferor Department): Sheriff's Office Corrections

*(DEPT. 570)***Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:***L.C. MARSHALL / CHIEF DEPUTY**JEFF PEARSON / CAPTAIN*

Print Name

Print Name

*[Signature]**5-24-11**943-1369*

Signature

Date Phone Number

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

*GT Distributors*

RECEIVED

**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

JUN -1 2011  
AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Property Tax Collections – May 2011

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Cathy Atkinson, County Tax Assessor Collector  
**Submitted For:** Deborah Hunt  
**Department:** County Tax Assessor Collector  
**Agenda Category:** Consent

---

#### Information

##### Agenda Item

Consider approving property tax collections for the month of May 2011 for the Williamson County Tax Assessor/Collector.

##### Background

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#### Fiscal Impact

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

Link: [050111-053111 GWI-RFM](#)

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#### Form Routing/Status

Form Started By: Cathy Atkinson  
Started On: 06/08/2011 04:29 PM  
Final Approval Date: 06/09/2011

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**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**May 1-31, 2011**

<b>Williamson County General Fund</b>	<b>Tax Roll</b>	<b>Adjustments</b>	<b>Adjusted Tax Roll</b>	<b>Tax Collected</b>	<b>Penalty &amp; Interest Collected</b>	<b>Variance</b>	<b>Uncollected Balance</b>	<b>YTD Collected</b>	<b>Percent Collected</b>	<b>Percent Collected w/P &amp; I</b>	<b>Percent Collected w/P &amp; I &amp; Prior Years</b>
2010	\$150,606,771.14	\$964,642.22	\$151,571,413.36	\$1,052,187.03	\$79,084.89	\$888.47	\$2,623,723.26	\$148,947,690.10	98.27%	98.32%	99.02%
2009 & Prior	\$2,233,295.16	(\$143,710.60)	\$2,089,584.56	\$105,727.80	\$33,190.74	\$1,341.73	\$1,289,051.70	\$800,532.86	38.31%	39.90%	
Rollbacks	\$165,822.93	\$116,711.45	\$282,534.38	\$593.31	\$120.81	\$0.00	\$55,803.51	\$226,730.87	80.25%	80.29%	
<b>Total All</b>	<b>\$153,005,889.23</b>	<b>\$937,643.07</b>	<b>\$153,943,532.30</b>	<b>\$1,158,508.14</b>	<b>\$112,396.44</b>	<b>\$2,230.20</b>	<b>\$3,968,578.47</b>	<b>\$149,974,953.83</b>	<b>97.42%</b>	<b>97.50%</b>	

<b>Williamson County RFM</b>	<b>Tax Roll</b>	<b>Adjustments</b>	<b>Adjusted Tax Roll</b>	<b>Tax Collected</b>	<b>Penalty &amp; Interest Collected</b>	<b>Variance</b>	<b>Uncollected Balance</b>	<b>YTD Collected</b>	<b>Percent Collected</b>	<b>Percent Collected w/P &amp; I</b>	<b>Percent Collected w/P &amp; I &amp; Prior Years</b>
2010	\$9,936,287.66	\$68,907.80	\$10,005,195.46	\$73,765.29	\$5,183.37	\$58.00	\$179,237.69	\$9,825,957.77	98.21%	98.26%	99.00%
2009 & Prior	\$167,209.30	(\$9,699.29)	\$157,510.01	\$7,463.40	\$3,009.54	\$114.07	\$101,447.58	\$56,062.43	35.59%	37.50%	
Rollbacks	\$11,721.18	\$7,779.09	\$19,500.27	\$40.92	\$8.39	\$0.00	\$4,234.84	\$15,265.43	78.28%	78.33%	
<b>Total All</b>	<b>\$10,115,218.14</b>	<b>\$66,987.60</b>	<b>\$10,182,205.74</b>	<b>\$81,269.61</b>	<b>\$8,201.30</b>	<b>\$172.07</b>	<b>\$284,920.11</b>	<b>\$9,897,285.63</b>	<b>97.20%</b>	<b>97.28%</b>	

2010 COMBINED MONTHLY BREAKDOWN

Oct-10	\$163,121,107.37	\$43.00	\$163,121,150.37	\$583,319.49	\$43,733.04	\$1,197.12	\$162,536,633.76	\$584,516.61			
Nov-10	\$163,121,150.37	\$981,991.23	\$164,103,141.60	\$8,057,873.41	\$32,723.92	\$3,125.73	\$155,457,625.85	\$8,645,515.75			
Dec-10	\$164,103,141.60	\$92,539.95	\$164,195,681.55	\$86,482,093.28	\$30,482.50	\$936.52	\$69,067,136.00	\$95,128,545.55			
Jan-11	\$164,195,681.55	(\$89,753.52)	\$164,105,928.03	\$57,800,443.44	\$32,064.03	(\$71,489.97)	\$11,248,429.01	\$152,857,499.02			
Feb-11	\$164,105,928.03	\$10,399.06	\$164,116,327.09	\$2,322,842.19	\$161,669.55	\$38,462.23	\$8,897,523.65	\$155,218,803.44			
Mar-11	\$164,116,327.09	(\$11,273.35)	\$164,105,053.74	\$2,470,836.51	\$188,951.79	\$689.99	\$6,414,723.80	\$157,690,329.94			
Apr-11	\$164,105,053.74	(\$11,164.22)	\$164,093,889.52	\$939,716.13	\$107,729.42	\$13.37	\$5,463,830.08	\$158,630,059.44			
May-11	\$164,093,889.52	(\$31,848.52)	\$164,062,041.00	\$1,239,777.75	\$120,597.74	\$2,402.27	\$4,253,498.58	\$159,872,239.46			

## Property Tax Refunds – Over \$2,500.00 – May 2011

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Cathy Atkinson, County Tax Assessor Collector  
**Submitted For:** Deborah Hunt  
**Department:** County Tax Assessor Collector  
**Agenda Category:** Consent

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#### Information

##### Agenda Item

Consider approving property tax refunds over \$2,500.00 for the month of May 2011 for the Williamson County Tax Assessor/Collector.

##### Background

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#### Fiscal Impact

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

Link: [Court Refunds May 11](#)

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#### Form Routing/Status

Form Started By: Cathy Atkinson  
Started On: 06/08/2011 04:35 PM  
Final Approval Date: 06/09/2011

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Date: June 8, 2011

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Deborah M Hunt, C T A  
Tax Assessor Collector

Subject: Property Tax Refunds

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In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.



**WILLIAMSON COUNTY**

Main Office:

904 S Main St  
Georgetown, Texas 78626  
Phone: (512) 943-1601  
Fax: (512) 943-3578  
[www.williamson-county.org](http://www.williamson-county.org)

Annex Locations:

1801 E Old Settlers Blvd, Ste 115  
Round Rock, Texas 78664  
Phone: (512) 244-8644  
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101  
Cedar Park, Texas 78613  
Phone: (512) 260-4290  
Fax: (512) 260-4295

412 Vance St, Ste 1  
Taylor, Texas 76574  
Phone: (512) 352-4140  
Fax: (512) 352-4143

4:23 PM

06/08/11

Accrual Basis

**Property Tax  
Account QuickReport  
As of May 31, 2011**

Type	Date	Num	Name	Memo	Amount
<b>Refunds Payable - Taxpayers</b>					
Check	5/2/2011	40404	HERRERA, DEBORAH K	R479036 - 2010 Supplement #8	-3,220.97
Check	5/2/2011	40424	ERCOT	P461040 - 2010 Supplement #8	-5,225.18
Check	5/6/2011	40489	Charles W Jr & Tamara Nelson	R337289 - 2009-2010 Supplements	-6,854.45
Check	5/6/2011	40490	Ocwen Loan Servicing LLC	R098981 - Overpayment	-3,500.01
Check	5/20/2011	40505	Chase Home Finance LLC	R382447 - Overpayment	-2,932.93
Check	5/23/2011	40512	SCHOFIELD, ROBERT E JR & MASAY...	R308783 - 2010 Supplement #9	-3,370.16
Check	5/23/2011	40515	SCHLESNER, JOSHUA M & CATLIN W	R301388 - 2010 Supplement #9	-3,942.71
Check	5/23/2011	40518	KAUTZ, WALLACE GLENN	R019904 - 2010 Supplement #9	-3,187.37
Check	5/23/2011	40519	CERNA, JORGE A	R002679 - 2009 & 2010 Supplements	-6,749.51
Check	5/23/2011	40523	A T & T COMMUNICATIONS	Multiple Accounts - 2010 Supplement #9	-13,396.21
Check	5/23/2011	40602	HATFIELD, RICK A	R364524 - 2010 Supplement #9	-3,400.24
Check	5/23/2011	40619	COOKE, CHARLES & FRIEDERIKE	R388670 - 2010 Supplement #9	-3,998.68
Total Refunds Payable - Taxpayers					-59,778.42
<b>TOTAL</b>					<b>-59,778.42</b>



## New Deputy Commissioners Court - Regular Session

Date: 06/14/2011  
Submitted By: Theresa Lock, Constable Pct. #3  
Submitted For: Theresa Lock  
Department: Constable Pct. #3  
Agenda Category: Consent

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### Information

#### Agenda Item

Consider confirmation of David Ray Moore as Pct. 3 Deputy Constable.

#### Background

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### Fiscal Impact

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

Link: [Confirmation](#)

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### Form Routing/Status

Form Started By: Theresa Lock      Started On: 06/07/2011 03:43 PM  
Final Approval Date: 06/08/2011

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

**MEMORANDUM**

**TO: Williamson County Commissioner's Court**  
**FROM: Bobby Gutierrez, Constable Pct.3**  
**DATE: June 6, 2011**  
**SUBJECT: Confirmation of Deputy Appointment**

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

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

David Moore has honorably served the Taylor Police Department since 1997 to present. He is held in high regard by his current employer and is highly recommended. He possesses the experience, maturity and integrity needed to be an effective deputy constable.

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

Respectfully,

Bobby Gutierrez, Constable Precinct 3

## Capri Isle Lane Block Party Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Rachel Rull, Commissioner Pct. #3  
**Submitted For:** Valerie Covey  
**Department:** Commissioner Pct. #3  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Discuss and take action on a road closure request for the Capri Isle Lane Block Party planned for June 25, 2011 from 11:00 AM to 5:00 PM.

#### Background

Capri Isle Lane needs road blocked off between Temecula Pass and Squaw Valley. This request has been approved through the road closure process.

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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: Rachel Rull      Started On: 06/09/2011 09:00 AM  
Final Approval Date: 06/09/2011

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## ESD Board No. 2 appointment Commissioners Court - Regular Session

Date: 06/14/2011  
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 appointing Paul J. Tisch to serve on the Emergency Service District No. 2 Board for the remainder of the unexpired term that was formerly held by David Gardner to expire on Dec. 31, 2011 and to serve another two year term beginning on Jan. 1, 2012 and ending Dec. 31, 2013.

#### Background

Commissioner Birkman and Commissioner Covey have interviewed Mr. Paul Tisch and are recommending his appointment. Mr. Tisch has also met with the current board and has attended a board meeting. He would be filling an unexpired term of David Gardner who has resigned from the board as he moved out of district. His term will end on Dec. 31, 2011. We are also recommending he be appointed to fill an additional 2 year term to begin on Jan. 1, 2012 and expire on Dec. 31, 2013.

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### Fiscal Impact

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

Link: [Paul Tisch](#)

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### Form Routing/Status

Form Started By: Mary Clark      Started On: 06/08/2011 04:09 PM  
Final Approval Date: 06/09/2011

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Williamson County  
Application for Emergency Service District Board of Commissioners

Date: May 15, 2011

Application for ESD # 2

Name Paul J. Tisch

Address 7018 Rambollet Terrace

Home Phone # 512-733-6040 Work Phone # 512-569-5784

Cell Phone # Same as Work Email Address ptisch@att.net

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

Yes, since May of 1990 (11 years)

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

Yes, since May of 1990 (11 years)

Are you a registered voter?

Yes

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

As for experience, I have held management positions in my place of employment over the past 6 years. I have also served on the Cat Hollow HOA Board of Directors as well as the Brushy Creek MUD Board of Directors.

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

Since moving within the EDS #2 in 1990, I have served my community through my involvement with the Cat Hollow HOA and the Brushy Creek MUD. I currently chair the MUD's Water and Water Water committee. I am also serving on my parish's building committee at St. Vincent de Paul Catholic Church.

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

When I learned that there was a vacancy on the EDS #2 board, I was very interested the opportunity to serve my community in another capacity. The time required time commitment would not interfere with my other obligations.

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

No

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

N/A

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

No

Please add any other relevant information.

N/A

Please attach additional pages if necessary.

N/A

## ESD Board No. 2 appointment Commissioners Court - Regular Session

Date: 06/14/2011  
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 appointing Mr. Virgil Finley to serve on the Emergency Service District No. 2 Board for the remainder of the unexpired term that was formerly held by Bob Steinmann to expire on Dec. 31, 2011 and to serve another two year term beginning on Jan. 1, 2012 and ending Dec. 31, 2013.

#### Background

Commissioner Birkman and Commissioner Covey have interviewed Mr. Virgil Finley and are recommending his appointment. Mr. Finley has also met with Judge Gattis and has attended a board meeting. He would be filling an unexpired term of Bob Steinmann who has resigned from the board. His term will end on Dec. 31, 2011. We are also recommending he be appointed to fill an additional 2 year term to begin on Jan. 1, 2012 and expire on Dec. 31, 2013.

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### Fiscal Impact

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

Link: [Virgil Finley](#)

Link: [Virgil Finley Resume](#)

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### Form Routing/Status

Form Started By: Mary Clark      Started On: 06/08/2011 04:58 PM  
Final Approval Date: 06/09/2011

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Williamson County  
Application for Emergency Service District Board of Commissioners

Application for ESD # 2

Name Virgil E. Finley

Address 8913 Pepper Rock Dr., Austin, TX 78717

Home Phone # 512.341.7471 Work Phone # N/A

Cell Phone # 512.750.2753 Email Address virgil@thefinleys.com

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

- Yes, approximately 11 yrs 8 mos.

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

- Yes, approximately 11 yrs 8 mos.

Are you a registered voter?

- Yes.

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

- Education: BBA, accounting, University of Texas, Austin, 1966
- Experience: Texas Department of Transportation (TxDOT) (1969-2003 and 2005-2010)
  - ♦ Director of Claims Management (18 yrs) responsible for staff of >50 employees including 3 managers and nine supervisors, an office budget of >\$2 million annually, and payments >\$5 billion annually.
  - ♦ Budget Manager (13 yrs) responsible for development of policies and procedures for and preparation and monitoring of TxDOT's budgets and legislative appropriation requests.
  - ♦ Surgical Technician, US Air Force Reserve (1967-1973)

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

- Water and Wastewater Committee, Brushy Creek MUD (member and officer)
- Meadows of Brushy Creek Homeowners Association (member and officer)
- Meal Manager for Meals on Wheels, Austin
- Photography for St. William Catholic Church, Round Rock

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

- I retired from the Texas Department of Transportation in November 2010 after approximately 39 years of service in various areas of finance including accounting, budgeting, accounts payable, and accounts receivable. I've served my community in various ways in the past while still working, and I'm now looking forward to an opportunity to be of service to my community in a new and different way.
- Nothing is more important than the safety of the lives and property of my family, friends, and neighbors. I would be honored to be able to contribute my time, skills, and effort toward that safety by helping to make ESD #2 the very best it can be, to operate in the most efficient manner possible, and to provide the best service possible to all its clients.

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD? If yes, please name the relative and your relationship with him/her.

- No.

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

- No, except for traffic violations.

Please add any other relevant information.

Résumé of

**Virgil E. Finley**

8913 Pepper Rock Dr.

Austin, TX 78717

Home: (512) 341-7471; Cell: (512) 750-2753

[virgil@thefinleys.com](mailto:virgil@thefinleys.com)

**Education**

**1962 - 1966 BBA, Accounting, University of Texas, Austin, Texas**

**Experience**

**2010 – Retired from Texas Department of Transportation (TxDOT) in November after approximately 39 years of service**

**2005 - 2010 - Contract/Project Management, Accountant, Texas Department of Transportation**

Responsible for ensuring payment of contracts with financial and legal advisors related to toll projects, and involved with the development and oversight of such contracts.

Reviewed proposed legislation that might affect TxDOT Finance, developed and coordinated development of fiscal impact statements regarding proposed legislation.

Responded to and coordinated responses to open-records requests that involved the Finance Division of TxDOT

**1969 - 2003 - Texas Department of Transportation, Austin, Texas**

**1985 - 2003 - Director, Claims Management**

Directed a staff of approximately 55 employees including 3 managers and nine supervisors.

Responsibilities included the development and implementation of all policies and procedures for the Texas Department of Transportation (TxDOT) related to payment of financial obligations and collection of reimbursements from the federal government, cities, counties, and others. Ensured that all the department's legally incurred financial obligations were paid timely and consistent with the laws, rules, regulations, policies, and procedures of the U.S. government, the state of Texas, TxDOT, and other state agencies.

Provided information and advice to TxDOT's Administration, executive-level staff, accounting personnel, other employees, and vendors so that the above could be accomplished in the most efficient and effective manner with the least possible number of problems and misunderstandings.

Coordinated with other governmental organizations (U.S., state, and local) including the State Comptroller, Legislative Budget Board, Governor's Office, and Federal Highway Administration as necessary to assure that current and accurate information was available to accomplish the above purposes. Met with top-level staff of other agencies and legislators as necessary to convey needs, concerns, and issues of TxDOT.

Provided information directly to Administration and other executive-level staff to assist them when they appeared before legislative committees or otherwise responded to legislator inquiries.

Made presentations as necessary to small groups and to groups of a few hundred at local meetings, department-level meetings, and to national conferences of departments of transportation.

Worked with division and department information technology personnel to ensure that the most current, efficient, and effective electronic technology was being used.

Worked closely with division and department human resources personnel to address related issues that arise with a staff of more than 55 employees.

**1972 - 1985 - Manager, Budget**

Developed policies and procedures for preparation and monitoring of the department's budget and legislative appropriation request and compiled those documents. Met with executives and accounting personnel throughout TxDOT to disseminate and gather information. Made



presentations at both local and department-level meetings as necessary. Met with legislators and their staffs, the Legislative Budget Board, and other state agencies.  
Appeared before legislative committees as necessary to represent TxDOT.  
Provided information directly to Administration and other executive-level staff to assist them when they appeared before legislative committees or otherwise responded to legislator inquiries.  
Made presentations as necessary to small groups and to groups of a few hundred at local meetings.  
Prepared the department's annual financial report through approximately 1980 including the development of the related format, policies, and procedures, and coordination with the State Auditor's Office and other state agencies as necessary to ensure that the reports were accurate and consistent with legal requirements.  
Responsible for ensuring that all money collected by TxDOT was properly deposited and recorded.

#### **1969 – 1972 - Accountant**

Reviewed and maintained department financial accounts and ledgers.  
Prepared financial reports for section and division management.  
Provided financial information and assistance to districts and other divisions as necessary and as requested.  
Assisted with the preparation of the department's annual financial report.  
Audited payment vouchers, adjustment distributions, and other transactions produced by districts and other divisions. Analyzed any differences and/or errors, made corrections when appropriate.  
Assisted district and division accounting offices as necessary to resolve problems and discuss changes and other issues.

#### **1969 (Sep - Dec) - Central Life Assurance Company - Salesman**

Identified target groups of people to contact and developed lists of names and phone numbers.  
Telephoned people on those lists, and set up appointments to visit in person. Visited with contacts and discussed financial planning and life insurance. Sold life insurance policies.

#### **1969 (Apr - Aug) - L. A. Felder Corporation - Accountant**

L. A. Felder, Inc. was a land developer and homebuilder. I was responsible for all accounting functions including payroll, accounts payable, ledgers, financial reports, and tax reports. I also developed cost accounting procedures to match costs specific to individual houses and lots and to calculate profit or loss for individual houses.

#### **1965 - 1969 - Featherlite Corporation - Accountant**

The Featherlite Corporation was the parent company of a multi-corporate organization owned in various ways by the same group of principals. The industries involved included construction materials, restaurants, television, hotels, and farming in various cities in Texas and Arizona. I worked with all of the companies, but my roles varied among the several organizations. I performed the duties described below at one or more of the several companies:  
Prepared and maintained all ledgers including general, accounts payable, and accounts receivable  
Processed payroll, including payments to employees, IRS, others, and all related reports  
Prepared annual financial reports  
Prepared corporate tax returns

#### **Community**

Volunteer Meal Manager for Meals on Wheels (2005-present)  
Photography for St. William Catholic Church, Round Rock (about 2003-2010)  
Member and Officer, Water & Wastewater Committee, Brushy Creek Municipal Utility District (about 2003-2006)  
Member and Officer, Board of Directors, Meadows of Brushy Creek Home Owners Association (about 2003-2006)  
Member and Officer, Board of Directors, Granada Hills HOA (late 70s, early 80s)

## 09WC706 Williams Drive Change Order No 19

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Tiffany Mcconnell, Road Bond  
**Submitted For:** Tiffany Mcconnell  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider approving Change Order No. 19 in the amount of \$35,863.48 for Williams Drive, a Road Bond Project in Precinct Three.

##### Background

This change order establishes a force account to compensate the contractor for additional items of work on various drainage and driveway items. All of the items of work were discussed and approved by the Williamson County and City of Georgetown Project Change Order Review Team and by Commissioner Covey. The following is a list of the additional items of work.

1. Construct dirt berm at Presbyterian Church from Sta. 517+00 to 525+00 Right. The adjacent properties were developed after the plans were completed. This work consisted of adding material and constructing a berm to prevent runoff from draining across the church landscaping. The berm provided a backslope for a ditch parallel to the roadway and directed drainage into a drainage easement just east of the church. Cost \$3318.85
2. Regrade ditch at Sta. 518+00 to 530+00 Left. The adjacent properties were developed after the plans were completed. A building pad for an office development was constructed in the proposed outfall area at Sta. 521+00. The outfall was removed and a ditch was constructed to extend the parallel drainage to the pipe culvert at South Lakewood Drive. This culvert was installed in phases due to the location of utilities and phasing of construction in the area, requiring regrading of the ditchline multiple times to provide positive drainage.  
Cost \$16,756.25
3. Fine grading, placement, and removal of formwork for concrete rip rap from Sta. 586+00 to 588+00 Left. Formwork was placed per plan in the ditch from Sta. 586+00 to 588+00 Left. After the slopes were shaped and the forms were placed, field measurements determined that the slopes were too steep. Storm sewer pipe was installed in the ditch to eliminate the steep slopes, and concrete riprap was no longer required.  
Cost \$5963.75
4. Placement and removal of formwork for concrete driveway 51. Formwork was placed

per plan at Sta. 627+00 Right (Bank of America). The City of Georgetown inspected the forms and requested changes to the driveway radii which caused the driveway to extend onto private property. The forms were removed to allow unobstructed access to the property until the property owner was notified and an access agreement was signed allowing construction of the driveway to extend onto his property. The formwork was reinstalled and the concrete was poured.

Cost \$3951.30.

Page 2

5. Additional excavation at the corner of Old Oak and Williams Drive near Sta. 585+50 Right. A ditch was constructed on the east side of the Old Oak pavement tie-in to drain runoff from the tie-in back to the Williams Drive right of way.

Cost \$925.10.

6. Removal of rock, additional excavation, and replacement of rock in outfall channel downstream of Cross Culvert 1. The downstream drainage easement was modified after plans were developed, and when the existing culvert was extended the new outfall elevation was below the elevation of the channel. Contractor removed the existing 3 x 5 rock from the channel, excavated to allow drainage, replaced the 3 x 5 rock in the channel and removed and replaced a section of fencing at the access location.

Cost \$4948.23.

Total Cost of \$35,863.48.

The total value of the work was determined by maintaining force account records for each days labor, equipment and materials used on each item of work. The force account records were maintained according to TXDOT Standard Specification, Item 9.5 Measurement and Payment, Force Account. Daily records of equipment, material, and labor costs are on file. This change order is considered minor with reason codes 2C, Differing Site Conditions (Unforseeable), New development (conditions changing after PS&E completed) and 4B, Third party requested work.

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**Fiscal Impact**

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

Link: [09WC706 CO 19](#)

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**Form Routing/Status**

Form Started By: Tiffany  
Mcconnell

Started On: 06/08/2011 01:52  
PM

Final Approval Date: 06/09/2011

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Received

JUN 8 2011

HNTB Corporation  
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19



1. CONTRACTOR: J.C. Evans Construction
2. Change Order Work Limits: Sta. 457+78 to Sta. 637+00
3. Type of Change(on federal-aid non-exempt projects): minor (Major/Minor)
4. Reasons: 2C (3 Max. - In order of importance - Primary first)

Project: 09WC706

Roadway: Williams Drive

CSJ: 0211-01-016

5. Describe the work being revised:

2C: Differing Site Conditions (Unforeseeable). New development (conditions changing after PS&E were completed). 4B: Third Party Accommodation. Third party requested work. This change order pays the contractor for revisions to the project drainage and the Bank of America driveway.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>		<b>The following information must be provided</b>	
THE CONTRACTOR Date <u>6/8/2011</u>		Time Ext. #: <u>N/A</u>	Days added on this CO: <u>0</u>
By <u>[Signature]</u>		Amount added by this change order: <u>\$35,863.48</u>	
Typed/Printed Name <u>Steve Owen</u>			
Typed/Printed Title <u>Proj Manager</u>			

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 6/8/11  
Project Manager Date  
Construction Observer

\_\_\_\_\_  
Design Engineer Date

[Signature] 6/8/2011  
Program Manager Date

Design Engineer's Seal:  
N/A

\_\_\_\_\_  
County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ \_\_\_\_\_  
County Judge Date  
APPROVED

CHANGE ORDER NUMBER: 19 Project # 09WC706

[illegible]

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ORIGINAL + PREVIOUSLY REVISED</b>		<b>ADD or (DEDUCT)</b>		<b>NEW</b>		<b>OVERRUN/ UNDERRUN</b>
				<b>QUANTITY</b>	<b>ITEM COST</b>	<b>QUANTITY</b>	<b>COST</b>	<b>QUANTITY</b>	<b>ITEM COST</b>	
9016-001	FORCE ACCOUNT: DRAINAGE AND DRIVEWAY WORK	Dbl	\$1.00	0.00	\$0.00	35,863.48		35,863.48	\$35,863.48	\$35,863.48
<b>TOTALS</b>							\$0.00		\$35,863.48	\$35,863.48

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

## **Williamson County Road Bond Program**

### **Williams Drive Williamson County Project No. 09WC706**

#### **Change Order No. 19**

#### **Reason for Change**

This change order establishes a force account to compensate the contractor for additional items of work on various drainage and driveway items. All of the items of work were discussed and approved by the Williamson County and City of Georgetown Project Change Order Review Team and by Commissioner Covey. The following is a list of the additional items of work.

1. Construct dirt berm at Presbyterian Church from Sta. 517+00 to 525+00 Right. The adjacent properties were developed after the plans were completed. This work consisted of adding material and constructing a berm to prevent runoff from draining across the church landscaping. The berm provided a backslope for a ditch parallel to the roadway and directed drainage into a drainage easement just east of the church.  
Cost \$3318.85
2. Regrade ditch at Sta. 518+00 to 530+00 Left. The adjacent properties were developed after the plans were completed. A building pad for an office development was constructed in the proposed outfall area at Sta. 521+00. The outfall was removed and a ditch was constructed to extend the parallel drainage to the pipe culvert at South Lakewood Drive. This culvert was installed in phases due to the location of utilities and phasing of construction in the area, requiring regrading of the ditchline multiple times to provide positive drainage.  
Cost \$16,756.25
3. Fine grading, placement, and removal of formwork for concrete rip rap from Sta. 586+00 to 588+00 Left. Formwork was placed per plan in the ditch from Sta. 586+00 to 588+00 Left. After the slopes were shaped and the forms were placed, field measurements determined that the slopes were too steep. Storm sewer pipe was installed in the ditch to eliminate the steep slopes, and concrete riprap was no longer required.  
Cost \$5963.75
4. Placement and removal of formwork for concrete driveway 51. Formwork was placed per plan at Sta. 627+00 Right (Bank of America). The City of Georgetown inspected the forms and requested changes to the driveway radii which caused the driveway to extend onto private property. The forms were removed to allow unobstructed access to the property until the property owner was notified and an access agreement was signed allowing construction of the driveway to extend onto his property. The formwork was reinstalled and the concrete was poured.  
Cost \$3951.30.

5. Additional excavation at the corner of Old Oak and Williams Drive near Sta. 585+50 Right. A ditch was constructed on the east side of the Old Oak pavement tie-in to drain runoff from the tie-in back to the Williams Drive right of way.  
Cost \$925.10.
6. Removal of rock, additional excavation, and replacement of rock in outfall channel downstream of Cross Culvert 1. The downstream drainage easement was modified after plans were developed, and when the existing culvert was extended the new outfall elevation was below the elevation of the channel. Contractor removed the existing 3 x 5 rock from the channel, excavated to allow drainage, replaced the 3 x 5 rock in the channel and removed and replaced a section of fencing at the access location.  
Cost \$4948.23.

Total Cost of \$35,863.48.

The total value of the work was determined by maintaining force account records for each days labor, equipment and materials used on each item of work. The force account records were maintained according to TXDOT Standard Specification, Item 9.5 Measurement and Payment, Force Account. Daily records of equipment, material, and labor costs are on file. This change order is considered minor with reason codes 2C, Differing Site Conditions (Unforeseeable), New development (conditions changing after PS&E completed) and 4B, Third party requested work.

The following new items are required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
9016-001	FORCE ACCOUNT: DRAINAGE AND DRIVEWAY WORK	35,863.48	DOL

This change results in a net increase of \$35,863.48 to the contract amount, for an adjusted contract total of \$13,058,710.42. The original contract amount was \$11,464,068.41. As a result of all change orders to date, including this change order, \$1,594,642.01 has been added to the Contract, resulting in a 13.9% net increase in the contract cost. No time was added as a result of this revision. To date, 133 days have been added to the contract, for a total of 703 working days.

**HNTB Corporation**

James Klotz, P.E.



## 09WC706 Williams Drive Change Order No 20

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Tiffany Mcconnell, Road Bond  
**Submitted For:** Tiffany Mcconnell  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider approving Change Order No. 20 in the amount of \$61,255.50 for Williams Drive, a Road Bond Project in Precinct Three.

##### Background

This change order adds safety illumination at the intersections of FM 3405 and Jim Hogg Drive. The addition of safety illumination at these intersections was requested by the Texas Department of Transportation and Williamson County due to the high volume of traffic at each intersection. The City of Georgetown will not be participating in the cost of this proposed change.

This change is minor with reason, 3F, Additional work desired by the County, and 4B, Third party requested work. No time will be added as a result of this change. The work is being done after substantial completion was granted, during a time suspension for grass establishment. The additional costs for this work were determined by utilizing bid items in the original contract or previously negotiated bid items where possible.

#### Fiscal Impact

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

Link: [09WC706 CO No 20](#)

#### Form Routing/Status

Form Started By: Tiffany Mcconnell  
 Started On: 06/08/2011 01:58 PM  
 Final Approval Date: 06/09/2011

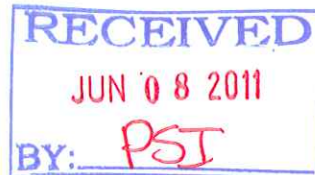
Received

JUN 8 2011

HNTB Corporation  
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 20



1. CONTRACTOR: J.C. Evans Construction Co., LP
2. Change Order Work Limits: Sta. 457+78 to Sta. 516+00
3. Type of Change(on federal-aid non-exempt projects): minor (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project: 09WC706

Roadway: Williams Drive

CSJ: 0211-01-016

5. Describe the work being revised:

3F: County Convenience. Additional work desired by County. 4B: Third Party Accommodation. Third party requested work. The change order adds safety illumination at the intersections of Williams Drive and FM 3405 and Williams Drive and Jim Hogg Drive. Adding safety illumination at these intersections was requested by the Texas Department of Transportation and Williamson County due to the high volume of traffic at each intersection.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: 188, 188A, 188B
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>		<b>The following information must be provided</b>	
THE CONTRACTOR		Time Ext. #:	<u>N/A</u> Days added on this CO: <u>0</u>
By <u>Steve Owen</u>		Amount added by this change order:	<u>\$61,255.50</u>
Typed/Printed Name <u>Steve Owen</u>			
Typed/Printed Title <u>Proj Manager</u>			

RECOMMENDED FOR EXECUTION:

James A. K.P.E. 6/8/11  
Project Manager Date  
Construction Observer

N/A  
Design Engineer Date

M. Pugh 6/8/2011  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

CHANGE ORDER NUMBER: 20

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

**TABLE B: Contract Items**

[illegible]

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
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5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Road Bond Program**

**Williams Drive  
Williamson County Project No. 09WC706**

**Change Order No. 20**

**Reason for Change**

This change order adds safety illumination at the intersections of FM 3405 and Jim Hogg Drive. The addition of safety illumination at these intersections was requested by the Texas Department of Transportation and Williamson County due to the high volume of traffic at each intersection. The City of Georgetown will not be participating in the cost of this proposed change.

This change is minor with reason, 3F, Additional work desired by the County, and 4B, Third party requested work. No time will be added as a result of this change. The work is being done after substantial completion was granted, during a time suspension for grass establishment. The additional costs for this work were determined by utilizing bid items in the original contract or previously negotiated bid items where possible.

The following new items are required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
500-9999	MOBILIZATION - SAFETY ILLUMINATION INSTALLATION	1	LS
502-9999	BARRICADES - SAFETY ILLUMINATION INSTALLATION	1	LS
618-2019	CONDUIT(PVC)(SCH 40)(2")BORED	360	LF
628-2109	ELEC SERV TY D (120/240)070(NS)GS(E)SP(0)	2	EA
686-2099	INS TRF SIG PL AM (S) STR(TY B) LUM - MATERIALS PROVIDED	4	EA
9015-0000	CLEAN UP, OVERHEAD COST	1	LS
9016-000	PEC COSTS - FORCE ACCOUNT	2000	DOL

This change results in a net increase of \$61,255.50 to the contract amount, for an adjusted contract total of \$13,119,965.92. The original contract amount was \$11,464,068.41. As a result of all change orders to date, including this change order, \$1,655,897.51 has been added to the Contract, resulting in a 14.4% net increase in the contract cost. To date 133 days have been added to the contract, for a total of 703 working days.

**HNTB Corporation**

James Klotz, P.E.

## Somerset fence relocation Commissioners Court - Regular Session

**Date:** 06/14/2011  
**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 County Judge to execute a letter agreement with Somerset Hills, LTD for fence relocation reimbursement along proposed Ronald Reagan Blvd.

#### Background

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### Fiscal Impact

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

Link: [Somerset Letter Agreement](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 06/09/2011 09:57 AM  
Final Approval Date: 06/09/2011

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# Sheets & Crossfield, P.C.

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ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

May 25, 2010

Gary Newman  
Somerset Hills, LTD  
7811 Ranch Road 2338  
Georgetown, Texas 78633

Re: Ronald Reagan North III construction project  
Somerset Hills Ltd—fence relocation reimbursement

Dear Mr. Newman:

Please allow this letter to set out my understanding regarding the responsibility for the cost of the relocation of fencing to the new right of way line along the Ronald Reagan Blvd. project in the locations where Somerset Hills, Ltd. has previously provided right of way for the project.

In return for the previous donation of approximately 89 acres of right of way by deed recorded in Document No. 2010006962, the County will pay for the cost to relocate any existing fencing to the new right of way line of Somerset's remaining property.

The County has agreed to pay the amount of \$144,784.00 (plus a possible \$3,500 additional for surveyor clearing costs), total of \$148,284.00, for the fencing relocation/reconstruction work along the new boundary line as supported by the bids from Tom Ed Adkinson and Landesign Services, Inc. attached hereto as Exhibit "A" and incorporated herein.

If this meets with your understanding please have the appropriate person execute this letter on behalf of Somerset Hills, LTD and we will have this executed by the judge and process this for payment as quickly as possible.

Please feel free to contact Charlie Crossfield or myself if you have any questions or concerns about these issues.

Very truly yours,



Don Childs  
Sheets & Crossfield, P.C.

AGREED:

Somerset Hills, LTD  
a Texas limited partnership

By: Gary L Newman

Its: General Mgr.

WILLIAMSON COUNTY, TEXAS

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Dan A. Gattis  
County Judge

I





Gary L. Newman &lt;garylnewman1@gmail.com&gt;

## Ronald Reagan North 3--Survey and Fencing Bids

Gary L. Newman &lt;garylnewman1@gmail.com&gt;

Thu, Mar 24, 2011 at 7:45 AM

To: Christen Eschberger <ceschberger@hntb.com>, Todd Janssen <tjaggie84@gmail.com>, Gary Newman <garylnewman1@gmail.com>, Laura Harris <lharris@hntb.com>, Tiffany McConnell <tmccConnell@hntb.com>, James Klotz <jklotz@hntb.com>, Don Childs <DChilds@sheets-crossfield.com>

I know this has taken too long to give you the recommendation on the fencing supplier, but we finally received the right amount of information to make a decision. Below are the bids (for fencing and survey of the ROW in our property), and the recommendation:

### I. Specifications

- A. Fence will placed on ROW of north and south boundaries of Ronald Reagan Boulevard on Somerset Hills property, see attached map.
- B. Specifications will be to Texas Department of Public Safety (see attached), basically 5-strand barbed wire with T-posts and twisted stays.
- C. My rough estimates are the overall length of Ronald Reagan from RR2338 to SH 195 is 27,766 ft or approximately 5.25 miles. The section for Somerset Hills is approximately 17,598x2 for both sides= 35,196 ft. This bid will be just for that section and not include the Joe Owen property, the Madison property nor the Yearwood property. We will fence the Del Webb portion Segment 3 on attached map, which is partially Yearwood property. If the County wants us to include any of those other areas, please notify me.
- D. We will need gates within this fence line, but I need to interview our cattle operator and will follow up with the winning bidder for exact placement, at this point I will specify 14 gates. We will need to ride the areas when it's cleared to determine final number.
- E. Fence contractor will be responsible for clearing Fence ROW, road boundary has been surveyed and is staked.
- F. Fencing can begin immediately, but should begin no later than February 28, 2011 (Mike or John, do you have a priority which section is started first?)
- G. Somerset Hills LTD will manage the fencing project, Williamson County will issue payment checks after Somerset Hills and JCEvans have inspected the completed work.

### II. Bids Summary

A. Fencing	JCEvans 5-strand with \$8,799 in survey cost	\$152,147.32
	Lott Fence 5-strand, no survey cost	\$ 148,711.44
	Tom Ed Atkinson 5-strand, no survey cost	\$140,784.00
B. Survey	AECOM 100-ft.intervals, 50-ft on curves	\$15,985.00
	Land Design 200-ft intervals	\$ 4,000.00
	Chapperal Survey (bid due today)	
C. <u>Combined Fence/Survey</u>	JCEvans	\$152,147.32
	Lott Fence/Land Design Survey	\$ 152,711.44
	Tom Ed Atkinson/Land Design Survey	\$144,784.00

### D. Recommendation and Notes

**Award to Tom Ed Atkinson and Land Design Survey**, we may want to upgrade to 6- strand and 12' between posts instead of 15' as bid. Also, this cost will actually come down as ROW fencing on Myra Young section has been completed (not known when bids sent out), but we will need to confirm with survey if fence is in correct position. We will walk ROW with Tom Ed Atkinson when ROW staked, and revise bid to actual length needed.

Don, please advise if we are ok to proceed with recommended bid as shown above.  
Thanks, sorry this took so long. G

Gary L. Newman  
Trio Investments, LP  
7811 Ranch Road 2338  
Georgetown, TX 78633

[garylnewman1@gmail.com](mailto:garylnewman1@gmail.com)

[512.751.3337](tel:512.751.3337)

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**2 attachments**

 **Somerset Hills Roads\_010908\_11x17.pdf**  
664K

 **Somerset Hills Ronald Reagan TxDot Fence Specifications.pdf**  
88K

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Gary L. Newman &lt;garylnewman1@gmail.com&gt;

## Ronald Reagan Fencing Specifications for Somerset Hills property

Gary L. Newman &lt;garylnewman1@gmail.com&gt;

Mon, Feb 21, 2011 at 11:59 AM

To: Todd Janssen <tjaggie84@gmail.com>, Abel Vasquez <AbelV@jcevals.com>, Don Childs <DChilds@sheets-crossfield.com>

This is a request for your company to prepare a fencing bid for the fencing along the Ronald Reagan ROW which is on the Somerset Hills property, and on Myra Young property in Williamson County. JCEvals (Abel this our form letter so we know this coordination is automatic for your company) is the road builder and coordination with them will be important to work together, they plan to start their clearing in the very near future. Please call me with any questions, we are bidding 3 fencing companies, and will award the contract when all the bids are in. Williamson County will need to approve the successful bid, and payment of invoices will come directly from Williamson County.

Here are the specifications:

- A. Fence will placed on ROW of north and south boundaries of Ronald Reagan Boulevard on Somerset Hills property, see attached map.
- B. Specifications will be to Texas Department of Public Safety (see attached), basically 5-strand barbed wire with T-posts.
- C. My rough estimates are the overall length of Ronald Reagan from RR2338 to SH 195 is 27,766 ft or approximately 5.25 miles. The section for Somerset Hills is approximately 17,598 or 3.3 miles, and due to fencing both sides of the ROW the total length is 35,196 feet. See attached SHRoads 010908 file, we will fence sections 2, 3, and 4 in the legend detail.  
This bid will be just for that section and not include the Joe Owen property, the Madison property nor the Yearwood property. We will fence both sides of the Del Webb portion Segment 3 on attached map, which is partially Yearwood property.
- D. We will need gates within this fence line, and for this estimate, we specify 8 gates.
- E. Fence contractor will be responsible for clearing Fence ROW, road boundary has been surveyed and is staked.
- F. Fencing can begin immediately, and needs to be started as soon as possible. Please give us your start date and predicted completion date.
- G. Somerset Hills LTD will manage the fencing project, Williamson County will issue payment checks after Somerset Hills and JCEvals have inspected the completed work.

Please email or mail us your bid by March 1, 2011 to the information below. Please call me if you have any questions, or want to see the property. Thanks.

--

Gary L. Newman  
Trio Investments, LP  
7811 Ranch Road 2338  
Georgetown, TX 78633

[garylnewman1@gmail.com](mailto:garylnewman1@gmail.com)

[512.751.3337](tel:512.751.3337)

**2 attachments**

 **Somerset Hills Roads\_010908\_11x17.pdf**  
664K

 **Somerset Hills Ronald Reagan TxDot Fence Specifications.pdf**  
88K



Gary L. Newman &lt;garylnewman1@gmail.com&gt;

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## Ronald Reagan North 3--Survey and Fencing Bids

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Don Childs &lt;Don@scrrlaw.com&gt;

Thu, Mar 24, 2011 at 10:43 AM

To: "Gary L. Newman" &lt;garylnewman1@gmail.com&gt;

Cc: Steven Shull &lt;sshull@hntb.com&gt;, Laura Harris &lt;lharris@hntb.com&gt;, Charlie Crossfield &lt;charlie@scrrlaw.com&gt;

Sounds good. Get them going ASAP.

The HNTB observer for this project is going to be Steven Shull (as of now). His phone number is 450-2791. Please pass his number on to the fence contractor. He is someone they can call with any "field" problems, and he will be out there to make sure they are getting the work done as well.

Have the contractor make their invoices out to WILLIAMSON COUNTY, but sent c/o me at Sheets & Crossfield.

Let me know if you need anything else.

Don Childs

Sheets & Crossfield, P.C.

309 East Main St.

Round Rock, Texas 78664

[512/255-8877](tel:5122558877)

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**From:** Gary L. Newman [mailto:[garylnewman1@gmail.com](mailto:garylnewman1@gmail.com)]

**Sent:** March 24, 2011 7:45 AM


**To:** Christen Eschberger; Todd Janssen; Gary Newman; Laura Harris; Tiffany McConnell; James Klotz; Don Childs

**Subject:** Ronald Reagan North 3--Survey and Fencing Bids

[Quoted text hidden]

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**2 attachments**

 **Somerset Hills Roads\_010908\_11x17.pdf**  
664K

 **Somerset Hills Ronald Reagan TxDot Fence Specifications.pdf**  
88K

## Hawes Land Lease

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**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 a Land Lease with Jerry and Carolyn Hawes for 1 acre of land located on Tower Road.

##### Background

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#### Fiscal Impact

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

Link: [Hawes Land Lease](#)

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#### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 06/09/2011 11:23 AM  
Final Approval Date: 06/09/2011

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## LAND LEASE

THIS LAND LEASE ("Lease"), made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between JERRY HAWES ("Landlord"), joined by his wife, CAROYLN HAWES ("Ms. Hawes") and WILLIAMSON COUNTY, TEXAS ("Tenant").

### WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows: Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, for the purpose stated herein, the real property consisting of a parcel of land measuring approximately one square acre, together with such rights of way and easements on and over the adjoining lands of Landlord, extending from the premises to the nearest convenient public road, and of standard vehicular width, as shall be necessary for ingress and egress to and from the premises and as agreed by Landlord. Said premises are hereinafter referred to as the "Demised Premises". The Demised Premises which are the subject of this Lease are part of the larger parcel of land owned by Landlord, and located at the end of Tower Road approximately 1.6 miles east of FM 258, 8.0 miles northwest of Georgetown, Texas, and the Demised Premises are more fully described in EXHIBIT "A" attached hereto and by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant, as-is, where-is, with all faults and defects.

This Lease is made upon the covenants and agreements hereinafter set forth with which the parties respectively agree to observe and comply during the Lease Term (as hereinafter defined).

### 1. TERM

The term of this Lease shall commence on \_\_\_\_\_, 2011 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term"). Upon expiration of the Initial Term, if Tenant is not in default hereunder, Tenant shall have four (4) options to renew this Lease, with each option to be for an additional term of five (5) years each. Each renewal option shall be automatic, unless Tenant gives Landlord or Ms. Hawes written notice of its intent to terminate at least sixty (60) days prior to expiration of then current term. Tenant must not be in material default at the time of Tenant's exercise of any renewal option. Upon expiration of any current term if Tenant does not exercise its renewal option, or upon expiration of the last renewal term, then this Lease shall not renew but shall continue only on a month to month basis only that may be terminated by Landlord or Ms. Hawes or by Tenant at any time upon giving thirty (30) days written notice.



## 2. RENT

Tenant shall pay rent to Landlord or Ms. Hawes monthly, in advance. During the first year of the Initial Term, Tenant shall pay to Landlord or Ms. Hawes a monthly rent of NINE HUNDRED DOLLARS (\$900.00) (the "Monthly Rent"), with the first month's rent being payable simultaneously with the execution and delivery of this Lease and thereafter the Monthly Rent shall be due and payable in advance, on the first day of each month. On the first anniversary date of this Lease and each anniversary date thereafter while this Lease remains in effect including during any extended or renewed term, the Monthly Rent shall be increased by two percent (2 %) annually. If any Monthly Rent is not paid to Landlord or Ms. Hawes by the 5th day after the date such rent is due, then without waiving any other remedy available to Landlord, Tenant shall be obligated to pay and shall pay Landlord or Ms. Hawes a late fee of \$50.00.

## 3. USE OF PREMISES; COMPLIANCE WITH LAWS AND REGULATIONS.

(a) Tenant shall use the Demised Premises solely for the purpose of erecting, maintaining and operating a personal communications service system facility (the "Facility"), as hereinafter described. Once erected, Tenant shall not have the right to replace the Facility. Tenant shall have the right to use the Facility for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Landlord's consent) of space upon and within the Facility and the Demised Premises. Such licensees or sublessees of Tenant shall have full access to the Demised Premises for their business purposes. For the purpose of this Lease, the personal communications service system facility shall be defined as and shall include a communications tower not to exceed 400 feet in height, poles, guy wires and anchors, equipment shelters, any associated support buildings and any related improvements, including without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks) and related fixtures.

(b) Tenant shall have the obligation to and shall within ninety (90) days from the Commencement Date fence the Demised Premises with a chain link fence at least six (6) feet in height and thereafter Tenant shall maintain the fences in good repair and condition. Tenant shall have the right and obligation to clear and thereafter to keep clear the Demised Premises of trees, bushes, rocks, debris and crops. If the maintenance and ultimate removal of the Facility results in damage to any property of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage. Tenant agrees to co-operate with Landlord in the location of roads, gates and fences which access the Demised Premises.

(c) Tenant will at all times during the Initial Term and any continuation (collectively the "Lease Term") observe and conform to, in all material respects, all laws,

ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Demised Premises or any Improvement thereon or use thereof.

#### 4. ACCESS.

Landlord hereby grants to Tenant, its licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, during the Lease Term for ingress and egress to the Demised Premises (the "Right of Way"). The Right of Way is a non-exclusive right of way for Tenant, its agents, employees, sublessees, licensees, and business Visitors. The Right-of-Way shall be located at such place as designated by Landlord. Landlord shall have the right to change and relocate the Right-of-Way from time to time. Tenant shall not make any improvements or alterations to the Right-of-Way area without first getting the prior consent of Landlord, which consent shall not be unreasonably withheld.

#### 5. ASSIGNMENT AND SUBLETTING.

Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or continuation hereof) to assign or mortgage this Lease, or sublet the Demised premises, in whole or in part, to any entity or third party, without Landlord's consent, provided that any such mortgagee or assignee agrees to assume Tenant's obligations hereunder; provided, however, any such mortgage, assignment or sublease shall not release Tenant from any of its obligations and liabilities under this Lease.

#### 6. TAXES.

Landlord shall be responsible for all real property taxes and assessments regarding the Demised Premises *and* shall cause the same to be paid when due, except that Tenant shall reimburse Landlord for *any* increase in the real property taxes or assessments incurred solely as a result of the fixtures and improvements hereafter placed on the Demised Premises by Tenant or its sublicensees or sublessees, Tenant shall be responsible for property taxes on personal property of Tenant at the Demised Premises and shall cause the same, to be paid when due.

#### 7. INDEMNIFICATION.

As allowed by law, Tenant shall indemnify, defend and hold harmless Landlord (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities, suits, damages of all types, expenses and reasonable attorney's fees of every nature and type arising out of or from (i) Tenant's use or occupancy of the Demised Premises or the right-of-way to and from the Demised Premises, (ii) the existence of the Facility, including but not limited to, any damage or injury sustained by Landlord or Landlord's property due to





lightening strikes resulting from the attraction of lightening by the Facility, (iii) Tenant's breach of any obligation under this Lease, (iv) any Interference caused by Tenant with the existing communications facility located on Landlord's property, or (v) the negligence or conduct of Tenant or Tenant's agents, contractors, servants, employees, licensees, invitees, sublessors or assignees. Tenant and each subleasee and assign, if any, shall carry and maintain a General Commercial Liability Insurance Policy with minimum policy limits of \$1,000,000.00 for property damage and \$1,000,000.00 for personal injury naming Landlord as an additional insured. Tenant and each subleasee and assign shall provide Landlord with proof of insurance annually.

#### **8. ENVIRONMENTAL WARRANTIES.**

(a) Tenant warrants that it shall diligently work to prevent any spill or release of Hazardous Substances, Pollutants or Contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or other similar state or federal environmental legislation; and in the event of a spill, pollution or contamination, Tenant shall notify Landlord in writing and Tenant shall immediately clean up any spill, pollution or contamination in accordance with all state and federal environmental or other regulations.

(b) Tenant warrants that it shall not (a) bury underground or discharge on the Demised Premises or Landlord's surrounding and adjacent property any Hazardous Substances, Pollutants or Contaminants; or (b) use the Demised Premises as a storage site for Hazardous Substances, Pollutants or Contaminants.

#### **9. QUIET ENJOYMENT.**

Landlord covenants that Tenant, upon paying the Rent and performing the covenants hereof on the part of the Tenant to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privilege and easements throughout the term hereof without any lawful hindrance by Landlord and any person claiming, by, through or under Landlord.

#### **10. OWNERSHIP OF FACILITY REMOVAL UPON TERMINATION.**

The Facility shall be the property of and owned by Tenant. Landlord covenants and agrees that neither the Facility nor any part of the improvements constructed, erected or placed by Tenant on the Demised Premises shall become or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord that the Facility and all improvements of every kind and nature constructed, erected or placed by Tenant on the Demised Premises shall be and remain the property of Tenant. Tenant shall remove the Facility and related Improvements from the Demised Premises prior to the termination of this Lease. Upon termination of this Lease, the Demised Premises shall be



restored to a condition reasonably matching the condition existing prior to the construction, erection or placing on the Demised Premises of the communications tower, poles, guy wires and anchors, equipment shelters, any associated support buildings and any related improvements except for any trees, shrubs or other vegetation that was removed. However, Tenant will re-seed the Demised Premises with native vegetation agreeable to Landlord and use other reasonable means to return the Demised Premises to its native state.

## 11. NOTICES.

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Lease shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

If to Landlord: Jerry and/or Carolyn Hawes  
P.O. Box 824  
Georgetown, Texas 78627

With a copy to: Paul Jordan  
Seed, Vine & Perry, P.C.  
P.O. Box 856  
Georgetown, Texas 78627

If to Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice given by U.S. Postal Service certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

## 12. DEFAULT.

Either party hereunder shall be in default ("Default") under this Lease in the event that such party falls to perform any of its material obligations under this Lease and such

*JOA*  
*CHX*



failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party, provided, however, that in the event that more than thirty (30) days shall be required in order to cure any such Default, the defaulting party shall have an additional thirty (30) days ("Additional Cure Period") to cure such a default hereunder if the defaulting party shall have commenced and is diligently pursuing corrective action within the Cure Period. If the party in default fails to cure the default within the Cure Period (or within the Additional Cure Period if applicable), then the non-defaulting party may elect to immediately terminate this Lease and the non-defaulting party may also sue the defaulting party to recover all damages sustained as a result of such default, and the non-defaulting party may also pursue any other remedy available under applicable law, and each and all such remedies shall be cumulative. The non-defaulting party shall also be entitled to recover from the defaulting party all reasonable attorney's fees and expenses incurred as a result of the defaulting party's breach, which attorney's fees and expenses shall be due and owing by the defaulting party to the non-defaulting party regardless of whether any suit or litigation is filed between the parties.

### **13. PARTIES.**

This Lease and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

### **14. CONDEMNATION.**

If there is a condemnation of the Demised Premises (or a portion sufficient to render the Demised Premises unsuitable for Tenant's purposes), including, without limitation, a transfer of the Demised Premises by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder, except that Tenant shall remove the Facility in accordance with this Lease. Landlord and Tenant shall be entitled to pursue their own separate condemnation awards with respect to any such taking.

### **15. MISCELLANEOUS.**

(a) This Lease contains the entire agreement between Landlord and Tenant With respect to the subject matter hereof. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This Lease supersedes and is in lieu of all existing agreements or arrangements between the parties,

(b) The unenforceability of any provision hereof shall not effect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of the Lease shall remain in full force and effect.



(c) This Lease shall not be modified, extended or terminated (other than as set forth herein) except by an Instrument duly signed by Landlord or Ms. Hawes and Tenant.

(d) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but together shall constitute a single instrument.

(e) This Lease shall be governed by the laws of the State of Texas, and any suit, litigation or other proceeding arising or filed between the parties in connection with this Lease shall be filed exclusively in Williamson County, Texas, which is the County where this Lease has been drafted, negotiated and executed, in whole or in part; provided, however, any suit for forcible entry and detainer shall be filed in the County where the Demised Premises is located.

#### **16. RECORDING OF LEASE.**

Either party may cause an original hereof to be recorded in the land records for the county in which the Demised Premises are located.

#### **17. ADDITIONAL TERMS.**

(a) Upon acceptance of the Demised Premises, Tenant warrants and represents it has had full opportunity to conduct, and has conducted, such investigations and examinations of the Demised Premises and the surrounding land of the Landlord as Tenant has deemed fit. Upon delivery of possession of the Demised Premises, Tenant shall accept the Demised Premises in their present condition, AS IS, WHERE IS, and Tenant fully releases Landlord with respect to any responsibility or liability on account of any aspect of the physical condition or state of the Demised Premises in any respect, including any hidden defects or hazardous substances. Landlord makes no representation or warranty with respect to the physical condition of the Demised Premises. Tenant acknowledges that neither Landlord nor its agents, owners or representatives have made any representations or warranties as to the suitability or fitness of the Demised Premises for the conduct of Tenant's contemplated use or for any other purpose, nor has Landlord or its agents, owners or representatives agreed to undertake any alterations or construct any improvements to the Demised Premises.

(b) All improvements constructed on the Demised Premises and all personal property of Tenant and Tenant's employees, subcontractors, agents, business invitees, licensees, sublessees, assignees, customers, clients, guests or trespassers, in and on the Demised Premises, shall be and remain at the sole risk of said parties. LANDLORD SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO TENANT. TENANT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, BUSINESS INVITEES, LICENSEES, SUBLESSEES, ASSIGNEES, CUSTOMERS, CLIENTS, GUESTS OR TRESPASSERS, ARISING FROM THE USE, OCCUPANCY AND CONDITION OF THE DEMISED PREMISES.





(c) Tenant hereby waives any and all rights of recovery, claim, action or cause of action, against Landlord or Landlord's property, for any loss or damage that may occur to the demised premises, the facility or any of Tenant's property located on or about the demised premises, regardless of the cause of such damage or loss, EXCEPT THAT LANDLORD SHALL BE RESPONSIBLE TO TENANT FOR ANY INTENTIONAL OR WILFUL ACT OF THE LANDLORD THAT IS TAKEN WITH THE INTENT TO CAUSE HARM OR DAMAGE TO TENANT OR TENANT'S PROPERTY.

(d) Notwithstanding any provision in this Lease to the contrary, Tenant may terminate this Lease at any time by giving ninety (90) days advanced written notice to Landlord Without further liability if Tenant does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility or if any such approval is cancelled, expires or is withdrawn or terminated, or if Landlord fails to provide proper ownership of the Demised Premises or authority to enter into this Lease. Upon termination, all prepaid rent will be retained by Landlord unless such termination is due to Landlord's failure of proper ownership or authority, or such termination is a result of Landlord's default. Upon any such termination, Tenant shall be responsible and liable to Landlord for all unpaid rent accrued through the date of termination, and Tenant shall be responsible for removing the Facility and restoring the Landlord's land as required in Paragraph 11 above prior to termination, and the indemnity agreement made by Tenant in favor of Landlord shall remain in effect for all claims that arise with respect to the period that the Lease was in effect.

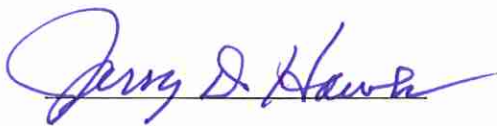
EXECUTED AND AGREED TO as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

LANDLORD:

TENANT:

JERRY HAWES

WILLIAMSON COUNTY, TEXAS



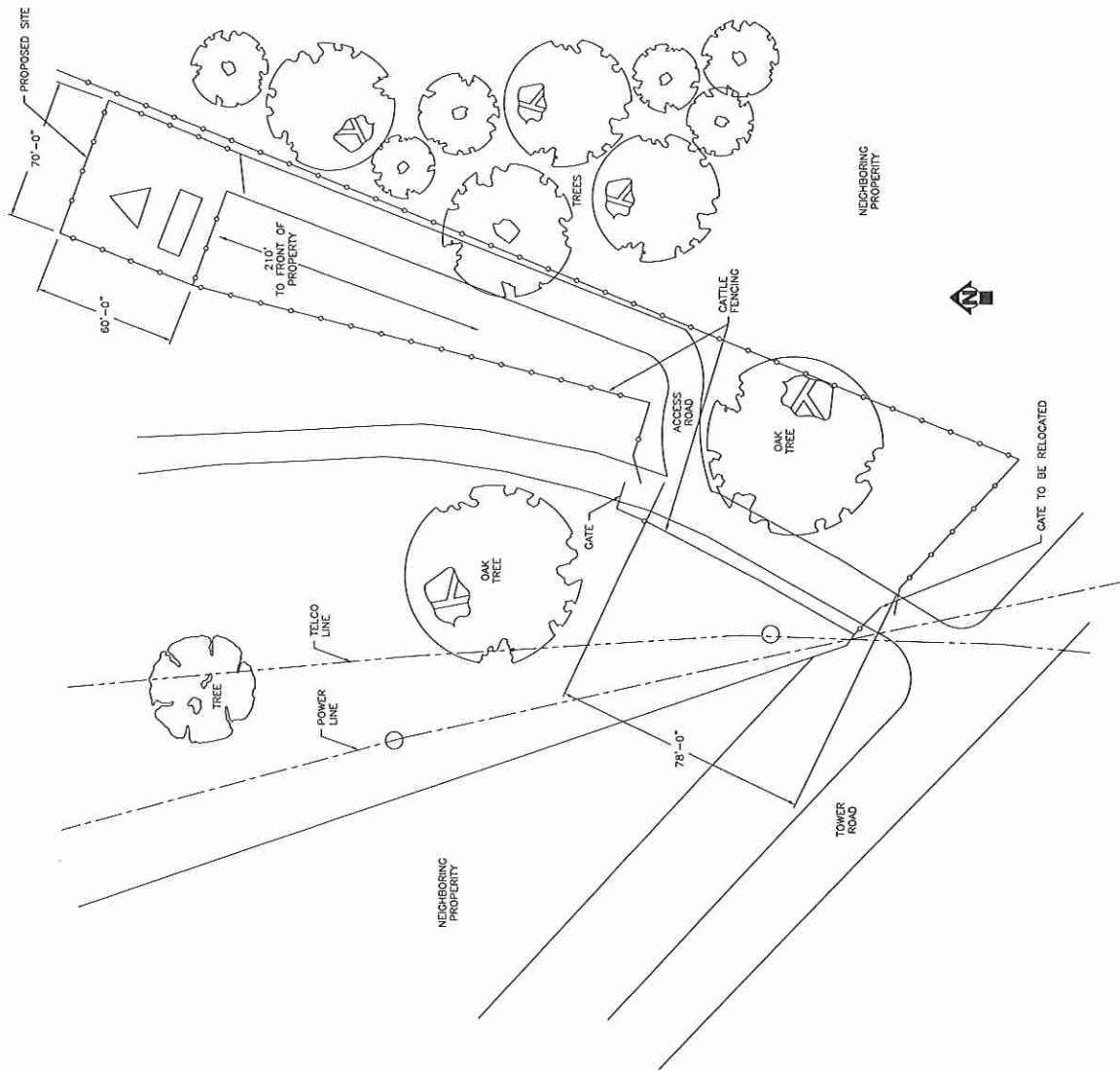
\_\_\_\_\_  
Dan Gattis, County Judge

LANDLORD'S WIFE:

CAROLYN HAWES







*Handwritten signature in blue ink, possibly reading "DPA" or "CPA".*

## Consider and take appropriate action regarding a Water Facilities Agreement with Brushy Creek Municipal Utility District.

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Jim Rodgers, Parks  
**Submitted For:** Jim Rodgers  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider and take appropriate action regarding a Water Facilities Agreement with Brushy Creek Municipal Utility District.

##### Background

On May 4, 2010 the Commissioners' Court approved a The Highlands at Mayfield Ranch Easements Contract for BJM Mayfield Ranch GP represented by Blake Magee. These water and wastewater easements in the Southwest Regional Park are located in and parallel to the Brushy Creek MUD Waterline. Because the easement is co-located with the BCMUD line their approval was also necessary. During the approval process it was noted that 11 parcels totaling 2,439 square feet were placed outside of the granted easement. Before The Highlands at Mayfield Ranch could continue any action it was necessary to resurvey the line. BCMUD has surveyed the entire line and noted each of these discrepancies and is now seeking the Court's approval in a new Water Facilities Agreement. Upon the Court's approval of this agreement the Highlands at Mayfield will be able to complete necessary transactions and be able proceed with their easement work. Since there must be separation between the lines The Highlands at Mayfield Ranch will install their lines (a water and a wastewater line) accordingly. It may be necessary to stray slightly out of the May 4, 2010 easement to maintain the appropriate distance from line to line and flow around the 11 out parcels. The Highlands at Mayfield Ranch will survey the final product to provide an accurate portrayal of their installations. Approval of the agreement is recommended.

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#### Fiscal Impact

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

Link: [Agreement](#)

Link: [map](#)

Link: [Legal description](#)

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#### Form Routing/Status

Form Started By: Jim  
Rodgers

Started On: 05/25/2011 08:02  
AM



## WATER FACILITIES EASEMENT

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

This Water Line Easement is made between **COUNTY OF WILLIAMSON, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), and **BRUSHY CREEK MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (hereinafter referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS, and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, inspection, replacement, upgrade, rebuilding and/or removal of water system facilities, equipment and appurtenances (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

2,439 square feet of land described in eleven (11) parts on  
**Exhibit "A"**, which is attached hereto and incorporated herein  
(herein sometimes referred to as the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of: (i) placing, constructing, operating, repairing, maintaining, inspecting, rebuilding, replacing, upgrading, and/or removing the Facilities in connection with Grantee's operation of waterline improvements in an adjacent easement area granted to Grantee under Document No. 2006031264; and (ii) for maintaining the Easement Area by clearing and removing vegetation and debris. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein, and any such permitted assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.
5. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event, after installation of the Facilities, Grantee ceases to use the Facilities and abandons the Easement Area for a period of at least twelve (12) consecutive calendar months, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute

an instrument of release, in recordable form, and deliver same to Grantor promptly upon Grantor's written request to Grantee.

6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not use the Easement Area in any manner or convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.
7. Grantor shall retain full use of the Easement Area for any purpose not inconsistent with or otherwise prohibited by the terms of this instrument.
8. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Area or within areas adjoining the Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.
9. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.
10. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by Grantor and Grantee.
11. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

\* \* \*

(signature pages follow)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision  
of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas



Grantee on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ hereby accepts the Easement subject to the terms and conditions hereof:

**GRANTEE:**

**BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT**

By: \_\_\_\_\_  
Bob Grahl, President

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

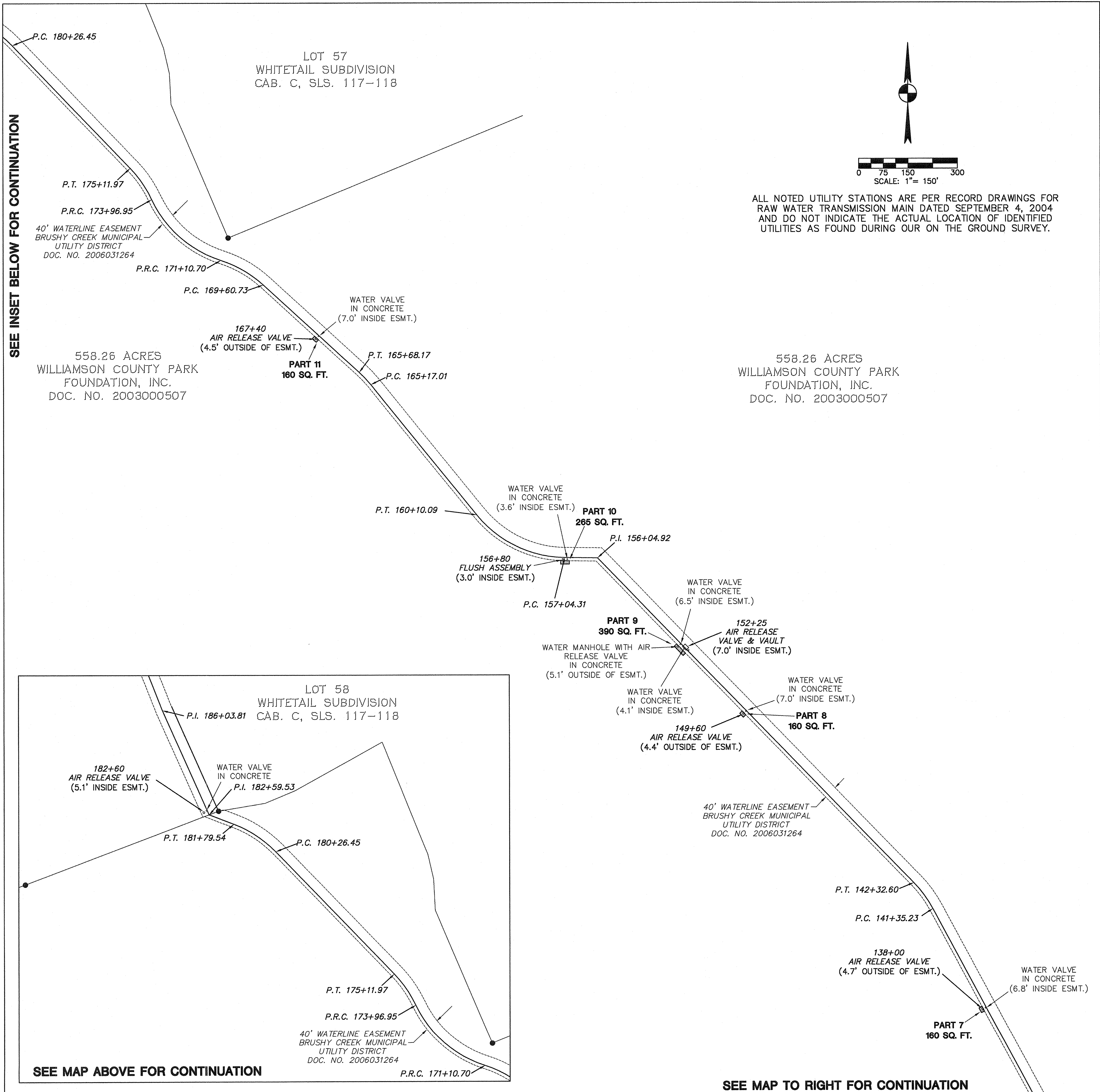
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of the Board of Directors of Brushy Creek Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO GRANTEE:**

Brushy Creek Municipal Utility District  
c/o Mike Petter  
16318 Great Oaks Drive  
Round Rock, Texas 78681

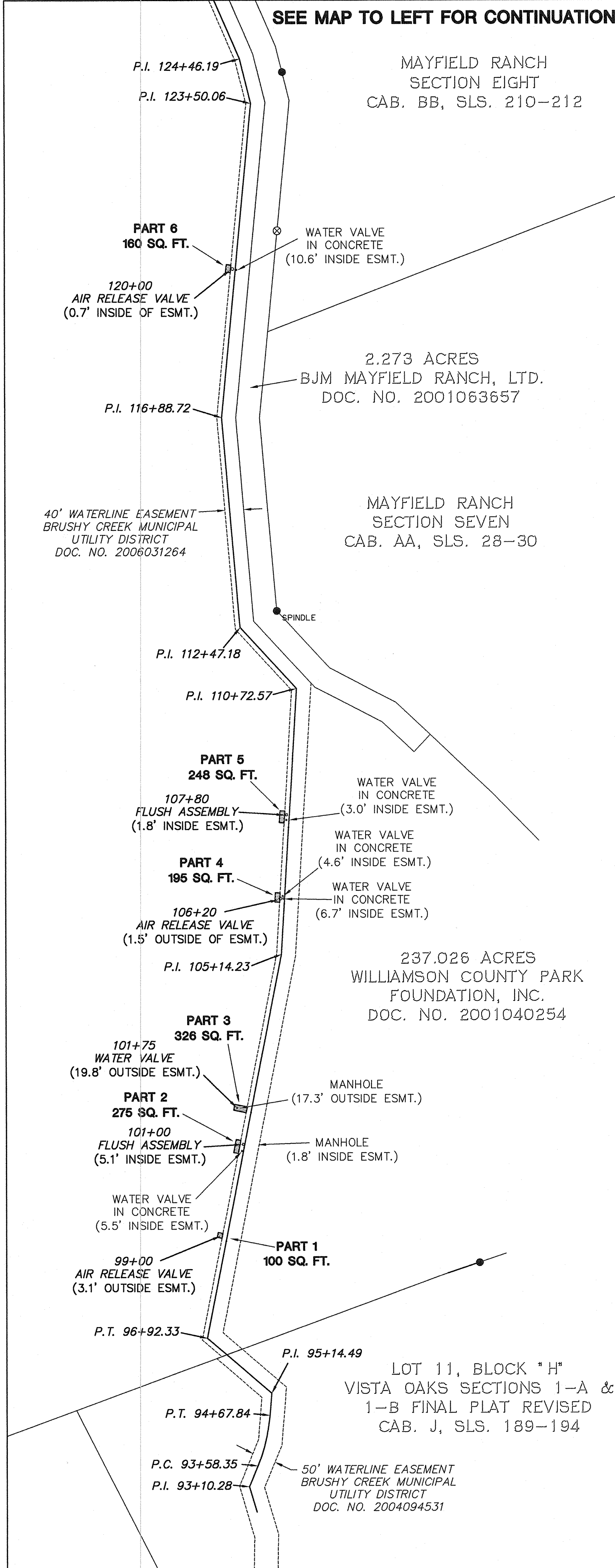
SEE INSET BELOW FOR CONTINUATION



ALL NOTED UTILITY STATIONS ARE PER RECORD DRAWINGS FOR  
RAW WATER TRANSMISSION MAIN DATED SEPTEMBER 4, 2004  
AND DO NOT INDICATE THE ACTUAL LOCATION OF IDENTIFIED  
UTILITIES AS FOUND DURING OUR ON THE GROUND SURVEY.

558.26 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2003000507

SEE MAP TO LEFT FOR CONTINUATION



MAYFIELD RANCH  
SECTION EIGHT  
CAB. BB, SLS. 210-212

2.273 ACRES  
BJM MAYFIELD RANCH, LTD.  
DOC. NO. 2001063657

MAYFIELD RANCH  
SECTION SEVEN  
CAB. AA, SLS. 28-30

237.026 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2001040254

**Bury+Partners**  
ENGINEERING SOLUTIONS  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel: (512)328-0011 Fax: (512)328-0325  
Bury+Partners, Inc. ©Copyright 2011

**SURVEY EASEMENT EXHIBIT**  
OF PROPOSED LOCATIONS OF WATERLINE EASEMENTS  
ALONG RAW WATER TRANSMISSION MAIN.

**BRUSHY CREEK MUD**

**RAW WATER TRANSMISSION MAIN**

Scale: 1"=200'  
Date: 02/03/11  
File: H:\100526\001\100526001EX3.DWG  
Field Notes: N/A  
Drawn by: A.M.  
Approved by: J.T.B.  
Project No.: R010052610001.97

SHEET

**1**

OF 1

2,439 SQUARE FEET  
RAW WATER TRANSMISSION LINE  
BRUSHY CREEK M.U.D.

FN. NO. 11-031(MJJ)  
FEBRUARY 1, 2011  
BPI JOB NO. R010052610001

### DESCRIPTION

OF 2,439 SQUARE FEET OF LAND OUT OF THE JOHN ANDERSON SURVEY, ABSTRACT NO. 16 AND THE ANASTASHA CARR SURVEY, ABSTRACT NO. 122, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 237.026 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY PARK FOUNDATION, INC. BY DEED OF RECORD IN DOCUMENT NO. 2001040254 AND ALSO BEING A PORTION OF THAT CERTAIN 558.26 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY PARK FOUNDATION, INC. BY DEED OF RECORD IN DOCUMENT NO. 2003000507 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2,439 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED IN ELEVEN (11) PARTS BY METES AND BOUNDS AS FOLLOWS:

#### PART 1 - 100 SQUARE FEET

**COMMENCING**, at a point in the northerly line of Lot 11, Block "H" Vista Oaks Sections 1-A & 1-B Final Plat Revised, of record in Cabinet J, Slides 189-194 of the Plat Records of Williamson County, Texas, being the southerly line of said 237.026 acre tract and also being the southwesterly corner of that certain 40 foot wide Waterline Easement conveyed to Brushy Creek Municipal Utility District by deed of record in Document No. 2006031264 of said Official Public Records (Texas State Plane Coordinate Central Zone Grid Position North 10174530.19, East 3108011.24), from which a 1/2 inch iron rod found for an angle point in the southerly line of said 237.026 acre tract bears, S69°54'49"W, a distance of 565.32 feet;

**THENCE**, leaving the northerly line of said Lot 11, over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, the following two (2) courses and distances:

- 1) N49°33'16"W, a distance of 54.19 feet;
- 2) N11°06'54"E, a distance of 218.14 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, over and across said 237.026 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) N78°53'06"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N11°06'54"E, a distance of 10.00 feet to the northwesterly corner hereof;

- 3) S78°53'06"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 1** and the northeasterly corner hereof;

**THENCE**, S11°06'54"W, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 10.00 feet to the **POINT OF BEGINNING**, containing an area of 100 square feet of land, more or less, within these metes and bounds.

## **PART 2 - 275 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 1**, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, N11°06'54"E, a distance of 171.65 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 237.026 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) N78°53'06"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N11°06'54"E, a distance of 27.51 feet to the northwesterly corner hereof;
- 3) S78°53'06"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 2** and the northeasterly corner hereof;

**THENCE**, S11°06'54"W, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 27.51 feet to the **POINT OF BEGINNING**, containing an area of 275 square feet of land, more or less, within these metes and bounds.

## **PART 3 - 326 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 2**, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, N11°06'54"E, a distance of 59.21 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 237.026 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) N78°53'06"W, a distance of 26.85 feet to the southwesterly corner hereof;
- 2) N11°06'54"E, a distance of 12.16 feet to the northwesterly corner hereof;
- 3) S78°53'06"E, a distance of 26.85 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 3** and the northeasterly corner hereof;

**THENCE**, S11°06'54"W, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 12.16 feet to the **POINT OF BEGINNING**, containing an area of 326 square feet of land, more or less, within these metes and bounds.

#### **PART 4 - 195 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 3**, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, the following two (2) courses and distances:

- 1) N11°06'54"E, a distance of 328.42 feet to a point;
- 2) N03°24'54"E, a distance of 107.88 to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 237.026 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) N86°35'06"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N03°24'54"E, a distance of 19.53 feet to the northwesterly corner hereof;
- 3) S86°35'06"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 4** and the northeasterly corner hereof;

**THENCE**, S03°24'54"W, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 19.53 feet to the **POINT OF BEGINNING**, containing an area of 195 square feet of land, more or less, within these metes and bounds.

**PART 5 - 248 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 4**, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, N03°24'54"E, a distance of 146.38 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 237.026 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) N86°35'06"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N03°24'54"E, a distance of 24.82 feet to the northwesterly corner hereof;
- 3) S86°35'06"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 5** and the northeasterly corner hereof;

**THENCE**, S03°24'54"W, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 24.82 feet to the **POINT OF BEGINNING**, containing an area of 248 square feet of land, more or less, within these metes and bounds.

**PART 6 - 160 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 5**, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, the following four (4) courses and distances:

- 1) N03°24'54"E, a distance of 254.76 feet to a point;
- 2) N43°03'00"W, a distance of 173.77 feet to a point, from which a cotton spindle found for an angle point in the common line Mayfield Ranch Section Seven, a subdivision of record in Cabinet AA, Slides 28-30 of said Plat Records and that certain 2.273 acre tract of land conveyed to BJM Mayfield Ranch, Ltd. by deed of record in Document No. 2001063657 of said Official Public Records bears, N65°48'55"E, a distance of 95.71 feet;
- 3) N04°57'10"W, a distance of 445.91 feet to a point;
- 4) N05°28'28"E, a distance of 305.53 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 237.026 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) N84°31'32"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N05°28'28"E, a distance of 16.00 feet to the northwesterly corner hereof;
- 3) S84°31'32"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 6** and the northeasterly corner hereof, from which a cut "X" in concrete found in the common line of said 2.273 acre tract and Mayfield Ranch Section Eight, a subdivision of record in Cabinet BB, Slides 210-212 of said Plat Records bears, N53°41'53"E, a distance of 121.11 feet;

**THENCE**, S05°28'28"W, continuing over and across said 237.026 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 16.00 feet to the **POINT OF BEGINNING**, containing an area of 160 square feet of land, more or less, within these metes and bounds.

#### **PART 7 - 160 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 6**, continuing over and across said 237.026 acre tract and said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, the following five (5) courses and distances:

- 1) N05°28'28"E, a distance of 338.98 feet to a point;
- 2) N14°12'02"W, a distance of 93.59 feet to a point;
- 3) N23°26'19"W, a distance of 223.13 feet to a point, from which a 1/2 inch iron rod found in the southerly line of said 558.26 acre tract, being the northeasterly corner of said 2.273 acre tract and the northwesterly corner of said Mayfield Ranch Section Eight bears, N11°53'19"E, a distance of 156.11 feet;
- 4) N53°26'19"W, a distance of 136.62 feet to a point;
- 5) N28°24'37"W, a distance of 980.96 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 558.26 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:



- 1) S61°35'23"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N28°24'37"W, a distance of 16.00 feet to the northwesterly corner hereof;
- 3) N61°35'23"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 7** and the northeasterly corner hereof;

**THENCE**, S28°24'37"E, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 16.00 feet to the **POINT OF BEGINNING**, containing an area of 160 square feet of land, more or less, within these metes and bounds.

#### **PART 8 - 160 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 7**, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, the following three (3) courses and distances:

- 1) N28°24'37"W, a distance of 330.60 feet to the point of curvature of a curve to the left
- 2) Along said curve to the left having a radius of 340.00 feet, a central angle of 15°56'21", an arc length of 94.58 feet and a chord which bears, N36°22'47"W, a distance of 94.28 feet to the end of said curve;
- 3) N44°20'58"W, a distance of 718.58 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 558.26 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) S45°39'02"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N44°20'58"W, a distance of 16.00 feet to the northwesterly corner hereof;
- 3) N45°39'02"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 8** and the northeasterly corner hereof;

**THENCE**, S44°20'58"E, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 16.00 feet to the **POINT OF BEGINNING**, containing an area of 160 square feet of land, more or less, within these metes and bounds.

**PART 9 - 390 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 8**, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, N44°20'58"W, a distance of 245.29 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 558.26 acre tract, for the southerly, westerly and northerly lines hereof, the following three (3) courses and distances:

- 1) S45°39'02"W, a distance of 10.00 feet to the southwesterly corner hereof;
- 2) N44°20'58"W, a distance of 39.00 feet to the northwesterly corner hereof;
- 3) N45°39'02"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 9** and the northeasterly corner hereof;

**THENCE**, S44°20'58"E, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 39.00 feet to the **POINT OF BEGINNING**, containing an area of 390 square feet of land, more or less, within these metes and bounds.

**PART 10 - 265 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 9**, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, the following three (3) courses and distances:

- 1) N44°20'58"W, a distance of 349.32 feet to a point;
- 2) N89°21'09"W, a distance of 81.02 feet to the **POINT OF BEGINNING**, and northeasterly corner hereof

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 558.26 acre tract, for the easterly, southerly and westerly lines hereof, the following three (3) courses and distances:

- 1) S00°38'51"W, a distance of 10.00 feet to the southeasterly corner hereof;
- 2) N89°21'09"W, a distance of 26.37 feet to the southwesterly corner hereof;

- 3) N00°38'51"E, a distance of 10.21 feet to a point in the curving irregular westerly line of said 40 foot wide Waterline Easement of record, for **POINT OF REFERENCE NO. 10** and the northwesterly corner hereof;

**THENCE**, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, for the northerly line hereof, the following two (2) courses and distances:

- 1) Along a curve to the left having a radius of 360.00 feet, a central angle of 01°56'03", an arc length of 12.15 feet and a chord which bears, S88°23'08"E, a distance of 12.15 feet to the end of said curve;
- 2) S89°21'09"E, a distance of 14.22 feet to the **POINT OF BEGINNING**, containing an area of 265 square feet of land, more or less, within these metes and bounds.

**PART 11 - 160 SQUARE FEET**

**COMMENCING**, at the aforementioned **POINT OF REFERENCE NO. 10**, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, the following four (4) courses and distances:

- 1) Along a curve to the right having a radius of 360.00 feet, a central angle of 48°07'23", an arc length of 302.37 feet and a chord which bears, S63°21'26"E, a distance of 293.56 feet to the end of said curve;
- 2) N39°17'46"W, a distance of 506.92 feet to the point of curvature of a curve to the left;
- 3) Along said curve to the left having a radius of 340.00 feet, a central angle of 8°22'34", an arc length of 49.70 feet and a chord which bears, N43°29'02"W, a distance of 49.66 feet to the end of said curve;
- 4) N47°40'19"W, a distance of 157.32 feet to the **POINT OF BEGINNING**, and southeasterly corner hereof;

**THENCE**, leaving the irregular westerly line of said 40 foot wide Waterline Easement of record, continuing over and across said 558.26 acre tract, for the southerly, westerly and easterly lines hereof, the following three (3) courses and distances:

- 1) S42°19'41"W, a distance of 10.00 feet to the southeasterly corner hereof;
- 2) N47°40'19"W, a distance of 16.00 feet to the southwesterly corner hereof;


- 3) N42°19'41"E, a distance of 10.00 feet to a point in the irregular westerly line of said 40 foot wide Waterline Easement of record, for the northwesterly corner hereof, from which a 1/2 inch iron rod found at the southwesterly corner of Lot 57, Whitetail Subdivision, a subdivision of record in Cabinet C, Slides 117-118 of said Plat Records, being an angle point in the irregular northerly line of said 558.26 acre tract bears, N41°22'12"W, a distance of 395.84 feet;

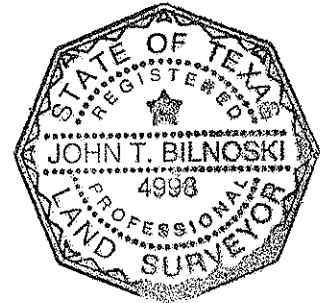
**THENCE**, S47°40'19"E, continuing over and across said 558.26 acre tract, along the irregular westerly line of said 40 foot wide Waterline Easement of record, a distance of 16.00 feet to the **POINT OF BEGINNING**, containing an area of 160 square feet of land, more or less, within these metes and bounds.

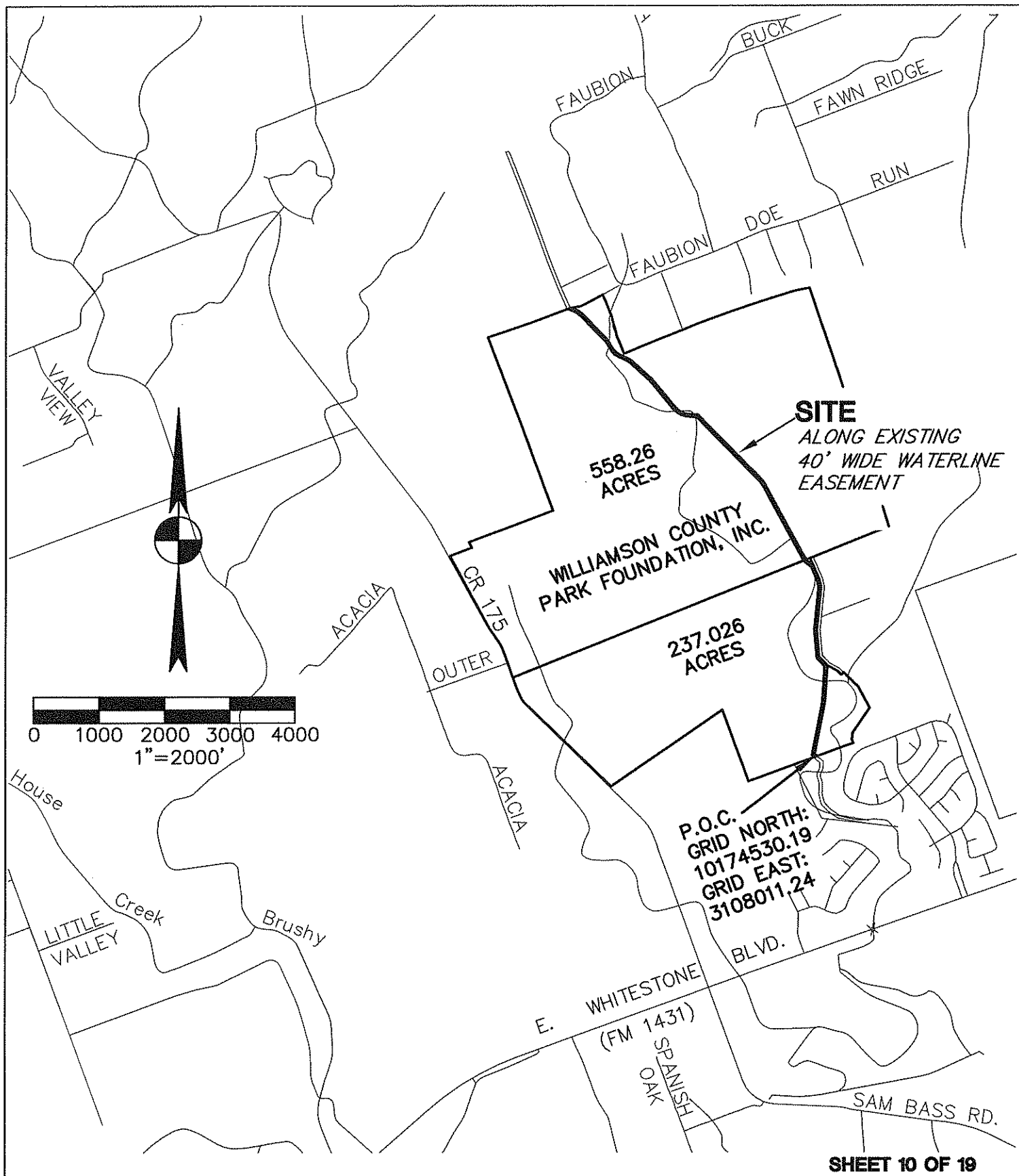
THE BASIS OF BEARING IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83/93 HARN, TEXAS CENTRAL ZONE.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.  
ENGINEERING SOLUTIONS  
211 WEST SIXTH STREET  
SUITE 600  
AUSTIN, TEXAS 78701

  
2/1/11  
\_\_\_\_\_  
JOHN T. BILNOSKI, R.P.L.S.  
NO. 4998  
STATE OF TEXAS





**SHEET 10 OF 19**

**Bury+Partners**  
ENGINEERING SOLUTIONS

221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
Bury+Partners, Inc. ©Copyright 2011

**SKETCH TO ACCOMPANY DESCRIPTION**

OF 2,439 SQUARE FEET OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE WILLIAMSON COUNTY PARK FOUNDATION, INC. BY DEEDS OF RECORD IN DOCUMENT NOS. 2001040254 AND 2003000507 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

**BRUSHY CREEK  
M.U.D.**

DATE: 2/01/2011 FILE: H:\100526\001\100526001X3.DWG FN No.: FN11-031(MJJ) DRAWN BY: MJJ PROJ. No: R010052610001

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MATCHLINE SEE SHEET 12

## LEGEND

- 1/2" IRON ROD FOUND
- COTTON SPINDLE FOUND
- ⊗ CUT "X" FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE

## LINE TABLE

LINE	BEARING	LENGTH
L1	N49°33'16"W	54.19
L2	N78°53'06"W	10.00
L3	N11°06'54"E	10.00
L4	S78°53'06"E	10.00
L5	S11°06'54"W	10.00
L6	N78°53'06"W	10.00
L7	N11°06'54"E	27.51
L8	S78°53'06"E	10.00
L9	S11°06'54"W	27.51
L10	N78°53'06"W	26.85
L11	N11°06'54"E	12.16
L12	S78°53'06"E	26.85
L13	S11°06'54"W	12.16

237.026 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2001040254

## P.O.C.

GRID NORTH 10174530.19  
GRID EAST 3108011.24

1/2" IRON ROD FOUND  
S69°54'49"W 565.32'

LOT 11, BLOCK "H"  
VISTA OAKS SECTIONS 1-A &  
1-B FINAL PLAT REVISED  
CAB. J, SLS. 189-194

P.O.B. - PART 2  
275 SQ. FT.

P.O.B. - PART 1  
100 SQ. FT.

P.O.B. - PART 3  
326 SQ. FT.

L10-L13

L6-L9

L2-L5

P.O.R. #1

P.O.R. #2

P.O.R. #3

N11°06'54"E  
59.21'

N11°06'54"E 171.65'

N11°06'54"E 218.14'

40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264

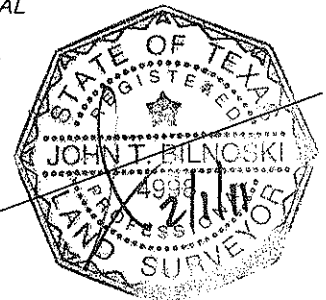
50' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2004094531

## BEARING BASIS:

THE BEARING BASIS OF THIS  
SURVEY IS TEXAS STATE PLANE  
COORDINATES NAD 83/93 HARN,  
TEXAS CENTRAL ZONE.

SHEET 11 OF 19

JOHN ANDERSON  
SURVEY  
ABS. NO. 16



**Bury+Partners**

ENGINEERING SOLUTIONS  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
Bury+Partners, Inc. ©Copyright 2011

## SKETCH TO ACCOMPANY DESCRIPTION

OF 2,439 SQUARE FEET OF LAND SITUATED IN WILLIAMSON  
COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS  
OF LAND CONVEYED TO THE WILLIAMSON COUNTY PARK  
FOUNDATION, INC. BY DEEDS OF RECORD IN DOCUMENT NOS.  
2001040254 AND 2003000507 BOTH OF THE OFFICIAL PUBLIC  
RECORDS OF WILLIAMSON COUNTY, TEXAS.

**BRUSHY CREEK  
M.U.D.**

DATE: 2/01/2011 FILE: H:\100526\001\100526001X3A.DWG FN No.: FN11-031(MJJ) DRAWN BY: MJJ

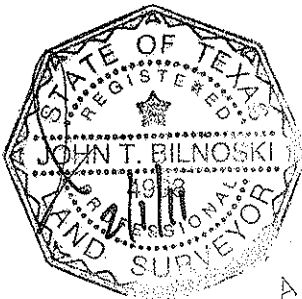
PROJ. No: R010052610001

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MATCHLINE SEE SHEET 13

237.026 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2001040254

2.273 ACRES  
BJM MAYFIELD RANCH, LTD.  
DOC. NO. 2001063657



JOHN ANDERSON  
SURVEYOR  
ABS. NO. 16

LINE TABLE

LINE	BEARING	LENGTH
L15	N86°35'06"W	10.00
L16	N03°24'54"E	19.53
L17	S86°35'06"E	10.00
L18	S03°24'54"W	19.53
L19	N86°35'06"W	10.00
L20	N03°24'54"E	24.82
L21	S86°35'06"E	10.00
L22	S03°24'54"W	24.82

L19-L22

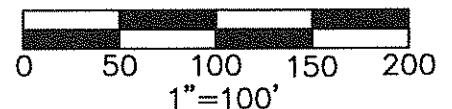
P.O.B. - PART 5  
248 SQ. FT.

L15-L18

P.O.B. - PART 4  
195 SQ. FT.

P.O.R. #5

P.O.R. #4



40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264

MATCHLINE SEE SHEET 11

SHEET 12 OF 19

**Bury+Partners**

ENGINEERING SOLUTIONS  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
Bury+Partners, Inc. ©Copyright 2011

**SKETCH TO ACCOMPANY DESCRIPTION**

OF 2,439 SQUARE FEET OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE WILLIAMSON COUNTY PARK FOUNDATION, INC. BY DEEDS OF RECORD IN DOCUMENT NOS. 2001040254 AND 2003000507 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

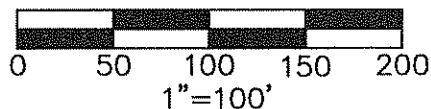
**BRUSHY CREEK  
M.U.D.**

DATE: 2/01/2011 FILE: H:\100526\001\100526001X3B.DWG FN No.: FN11-031(MJJ) DRAWN BY: MJJ PROJ. No: R010052610001

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MATCHLINE SEE SHEET 14



JOHN ANDERSON  
SURVEY  
ABS. NO. 16

237.026 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2001040254

N05°28'28"E 305.53'

N04°57'10"W 445.91'

40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264

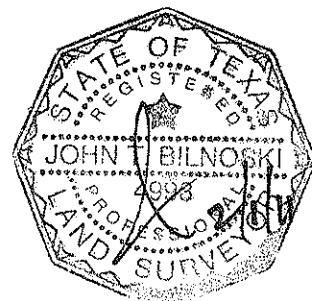
2.273 ACRES  
BJM MAYFIELD RANCH, LTD.  
DOC. NO. 2001063657

MAYFIELD RANCH  
SECTION SEVEN  
CAB. AA, SLS. 28-30

N65°48'55"E  
95.71'

N43°03'00"W 113.77'

SPINDLE



MATCHLINE SEE SHEET 12

SHEET 13 OF 19

**Bury+Partners**  
ENGINEERING SOLUTIONS  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
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**SKETCH TO ACCOMPANY DESCRIPTION**  
OF 2,439 SQUARE FEET OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE WILLIAMSON COUNTY PARK FOUNDATION, INC. BY DEEDS OF RECORD IN DOCUMENT NOS. 2001040254 AND 2003000507 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

**BRUSHY CREEK  
M.U.D.**

MATCHLINE SEE SHEET 15



0 50 100 150 200  
1"=100'

237.026 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2001040254

MAYFIELD RANCH  
SECTION EIGHT  
CAB. BB, SLS. 210-212

2.273 ACRES  
BJM MAYFIELD RANCH, LTD.  
DOC. NO. 2001063657

40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264

GRID NORTH 10176891.94  
GRID EAST 3108133.49



JOHN ANDERSON  
SURVEY  
ABS. NO. 16

L23-L26

P.O.B. - PART 6  
160 SQ. FT.

P.O.R. #6

LINE TABLE

LINE	BEARING	LENGTH
L23	N84°31'32"W	10.00
L24	N05°28'28"E	16.00
L25	S84°31'32"E	10.00
L26	S05°28'28"W	16.00

MATCHLINE SEE SHEET 13

MAYFIELD RANCH  
SECTION SEVEN  
CAB. AA, SLS. 28-30

SHEET 14 OF 19

**Bury+Partners**  
ENGINEERING SOLUTIONS  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
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**SKETCH TO ACCOMPANY DESCRIPTION**  
OF 2,439 SQUARE FEET OF LAND SITUATED IN WILLIAMSON  
COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS  
OF LAND CONVEYED TO THE WILLIAMSON COUNTY PARK  
FOUNDATION, INC. BY DEEDS OF RECORD IN DOCUMENT NOS.  
2001040254 AND 2003000507 BOTH OF THE OFFICIAL PUBLIC  
RECORDS OF WILLIAMSON COUNTY, TEXAS.

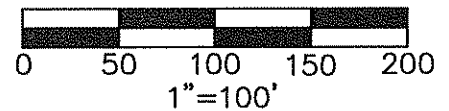
**BRUSHY CREEK  
M.U.D.**

DATE: 2/01/2011 FILE: H:\100526\001\100526001X3D.DWG FN No.: FN11-031(MJJ) DRAWN BY: MJJ PROJ. No: R010052610001

H:\100526\001\100526001X3D.dwg Feb 03, 2011 - 1:07pm\by:mjezisek

MATCHLINE SEE SHEET 16

558.26 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2003000507



40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264

MAYFIELD RANCH  
SECTION EIGHT  
CAB. BB, SLS. 210-212

GRID NORTH 10178869.01  
GRID EAST 3108374.49

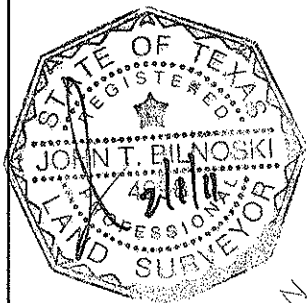
2.273 ACRES  
BJM MAYFIELD  
RANCH, LTD.  
DOC. NO.  
2001063657

DEED LINE

237.026 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2001040254

MATCHLINE SEE SHEET 14

SHEET 15 OF 19



JOHN ANDERSON  
SURVEYOR  
ABS. NO. 116

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**SKETCH TO ACCOMPANY DESCRIPTION**

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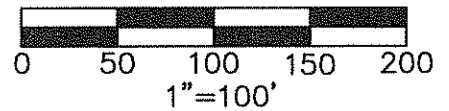
**BRUSHY CREEK  
M.U.D.**

DATE: 2/01/2011 FILE: H:\100526\001\100526001X3E.DWG FN No.: FN11-031(MJJ) DRAWN BY: MJJ PROJ. No: R010052610001

MATCHLINE SEE SHEET 17

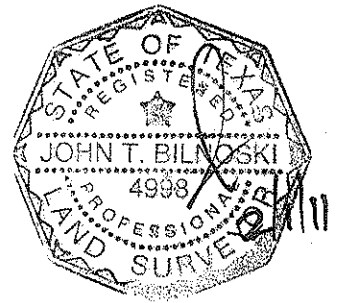
N44°20'58"W 718.58'

ANASTASHA CARR  
SURVEY  
ABS. NO. 122



558.26 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2003000507

40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264



LINE TABLE

LINE	BEARING	LENGTH
L27	S61°35'23"W	10.00
L28	N28°24'37"W	16.00
L29	N61°35'23"E	10.00
L30	S28°24'37"E	16.00

P.O.B. - PART 7  
160 SQ. FT.

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD
C1	15°56'21"	340.00	94.58	94.28	N36°22'47"W

MATCHLINE SEE SHEET 15

SHEET 16 OF 19

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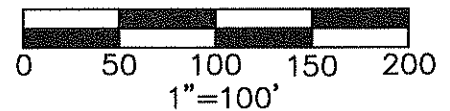
**BRUSHY CREEK  
M.U.D.**

DATE: 2/01/2011 FILE: H:\100526\001\100526001X3F.DWG FN No.: FN11-031(MJJ) DRAWN BY: MJJ PROJ. No: R010052610001

H:\100526\001\100526001X3F.dwg Feb 03, 2011 - 11:27am by: mjezisek

MATCHLINE SEE SHEET 18

558.26 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2003000507



LINE TABLE

LINE	BEARING	LENGTH
L31	S45°39'02"W	10.00
L32	N44°20'58"W	16.00
L33	N45°39'02"E	10.00
L34	S44°20'58"E	16.00
L35	S45°39'02"W	10.00
L36	N44°20'58"W	39.00
L37	N45°39'02"E	10.00
L38	S44°20'58"E	39.00

N44°20'58"W  
349.32'

P.O.R. #9

L35-L38

P.O.B. - PART 9  
390 SQ. FT.

N44°20'58"W 245.29'

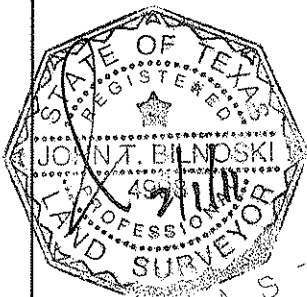
L31-L34

P.O.R. #8

P.O.B. - PART 8  
160 SQ. FT.

N44°20'58"W 718.58'

40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264



ANASTASHAY CARR  
SURVEY  
ABS. NO. 122

MATCHLINE SEE SHEET 16

SHEET 17 OF 19

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**BRUSHY CREEK  
M.U.D.**

DATE: 2/01/2011 FILE: H:\100526\001\100526001X3G.DWG FN No.: FN11-031(MJJ) DRAWN BY: MJJ PROJ. No: R010052610001

H:\100526\001\100526001X3G.dwg Feb 03, 2011 - 11:27am\by: mjezisek

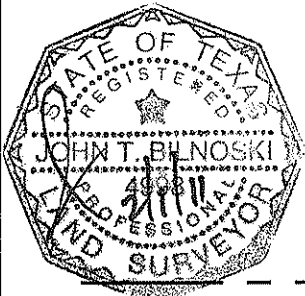
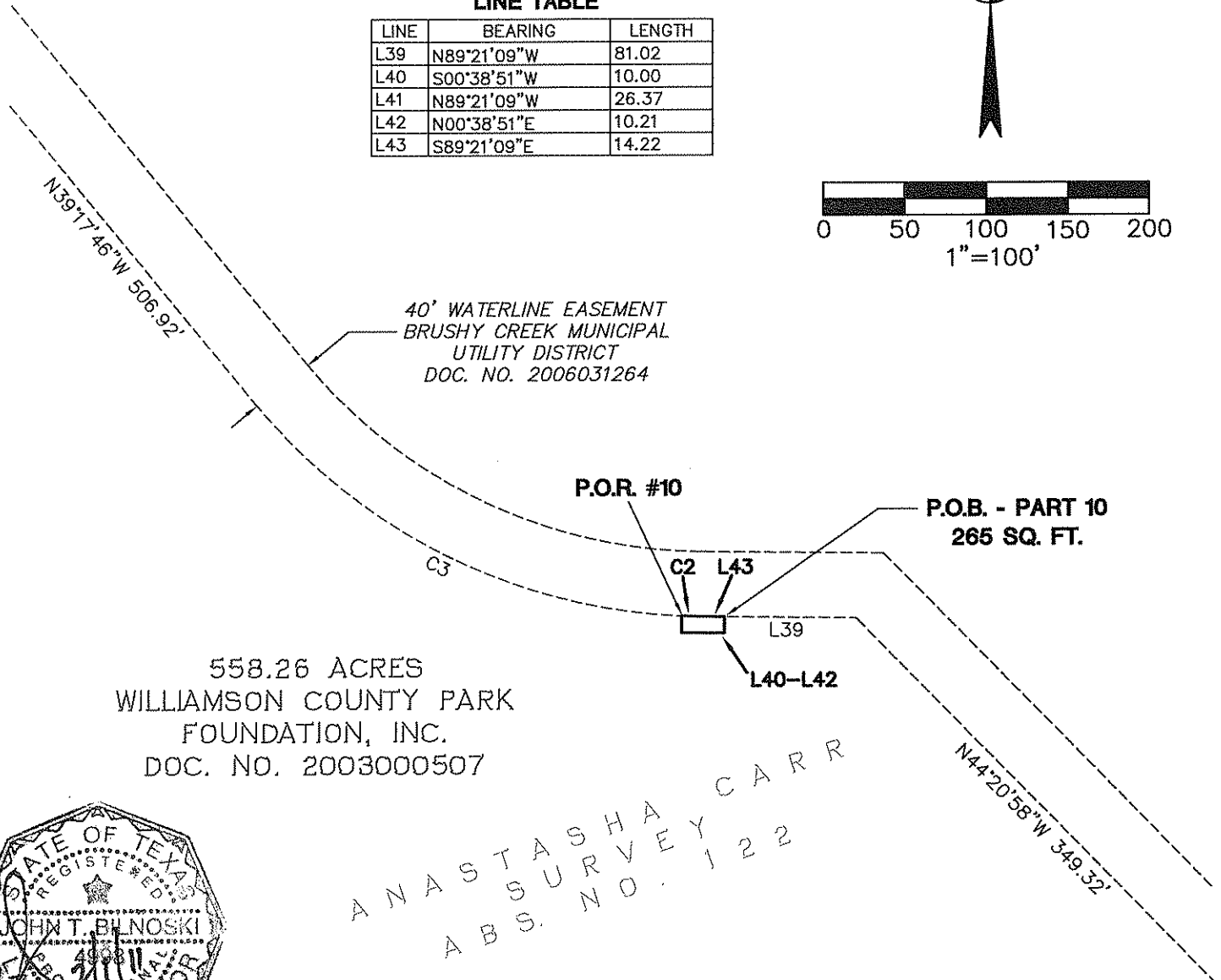
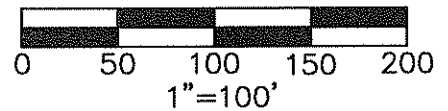
MATCHLINE SEE SHEET 19

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD
C2	1°56'03"	360.00	12.15	12.15	S88°23'08"E
C3	48°07'23"	360.00	302.37	293.56	N63°21'26"W

LINE TABLE

LINE	BEARING	LENGTH
L39	N89°21'09"W	81.02
L40	S00°38'51"W	10.00
L41	N89°21'09"W	26.37
L42	N00°38'51"E	10.21
L43	S89°21'09"E	14.22



MATCHLINE SEE SHEET 17

SHEET 18 OF 19

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RECORDS OF WILLIAMSON COUNTY, TEXAS.

**BRUSHY CREEK  
M.U.D.**

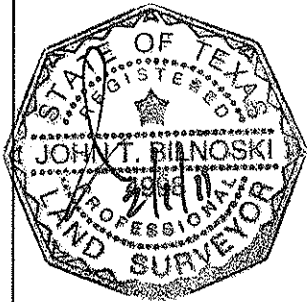
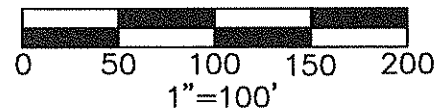
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H:\100526\001\100526001X3H.dwg Feb 03, 2011 - 11:28am by: mjezisek

LOT 57  
WHITETAIL SUBDIVISION  
CAB. C, SLS. 117-118

GRID NORTH 10180731.21  
GRID EAST 3105088.52

558.26 ACRES  
WILLIAMSON COUNTY PARK  
FOUNDATION, INC.  
DOC. NO. 2003000507



ANASTASHA CARR  
SURVEY  
ABS. NO. 122

P.O.B. - PART 11  
160 SQ. FT.

L44-L47

40' WATERLINE EASEMENT  
BRUSHY CREEK MUNICIPAL  
UTILITY DISTRICT  
DOC. NO. 2006031264

LINE TABLE

LINE	BEARING	LENGTH
L44	S42°19'41"W	10.00
L45	N47°40'19"W	16.00
L46	N42°19'41"E	10.00
L47	S47°40'19"E	16.00

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD
C4	8°22'34"	340.00	49.70	49.66	N43°29'02"W

MATCHLINE SEE SHEET 18

SHEET 19 OF 19

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**BRUSHY CREEK  
M.U.D.**



## Consider and take appropriate action regarding a Water and Wastewater Line Easement with Highlands at Mayfield Ranch municipal Utility District Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Jim Rodgers, Parks  
**Submitted For:** Jim Rodgers  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider and take appropriate action regarding a Water and Wastewater Line Easement with Highlands at Mayfield Ranch Municipal Utility District

#### Background

The Court is asked to approve revised water & wastewater line easements for Highlands at Mayfield Ranch Municipal Utility District. These new documents contain minor revisions to the previously approved easements. On May 4, 2010 the Commissioners' Court originally approved a The Highlands at Mayfield Ranch Easements Contract for BJM Mayfield Ranch GP represented by Blake Magee. These water and wastewater easements in the Southwest Regional Park are located in and parallel to the Brushy Creek MUD Waterline. Because the easement is co-located with the BCMUD line their approval was also necessary. During the approval process it was noted that 11 parcels totaling 2,439 square feet were placed outside of the granted easement. Before The Highlands at Mayfield Ranch could continue any action it was necessary to resurvey the line. BCMUD has surveyed the entire line and noted each of these discrepancies and is now seeking the Court's approval in a new Water Facilities Agreement. Upon the Court's approval of this agreement the Highlands at Mayfield will be able to complete necessary transactions and be able proceed with their easement work. Since there must be separation between the lines The Highlands at Mayfield Ranch will install their lines (a water and a wastewater line) accordingly. It may be necessary to stray slightly out of the May 4, 2010 easement to maintain the appropriate distance from line to line and flow around the 11 out parcels. The Highlands at Mayfield Ranch will survey the final product to provide an accurate portrayal of their installations. Approval of the agreement is recommended.

### Fiscal Impact

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

### Attachments

Link: [wastewater](#)

Link: [water](#)

### Form Routing/Status

Form Started By: Jim  
Rodgers

Started On: 06/08/2011 09:03  
AM

Final Approval Date: 06/08/2011

---

## WASTEWATER LINE EASEMENT

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

This Wastewater Line Easement is made between **COUNTY OF WILLIAMSON, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), **HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (herein referred to as "Grantee"), and, for purposes of Paragraph 4 below, **BRUSHY CREEK MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (herein referred to as "Brushy Creek MUD").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS, and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, inspection, replacement, upgrade, rebuilding and/or removal of wastewater lines and related underground (and to the extent reasonably necessary, above ground) facilities and appurtenances (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

The land described in Exhibit "A," which is attached hereto and incorporated herein (herein sometimes referred to as the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, inspecting, rebuilding, replacing, upgrading, and/or removing the Facilities, and, except as provided in Paragraph 10 below, for maintaining the Easement Area by clearing and removing vegetation and debris. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee and Brushy Creek MUD acknowledge that a portion of the Easement Area is located within the Easement for Water Facilities granted to Brushy Creek MUD of record under Document No. 2006031264, Official Public Records of Williamson County, Texas, as amended (the "Brushy Creek MUD Easement"). In accordance with the Brushy Creek MUD Easement, Grantee and Brushy Creek MUD agree as follows:
  - a. Brushy Creek MUD consents to this Easement and the installation and construction of the Facilities contemplated hereby, subject to the provisions of this Paragraph 4.

- b. The general location of the Facilities is identified in Exhibit "B" attached hereto.
  - c. Grantee shall submit the plans and specifications for the Facilities to Brushy Creek MUD for review and administrative approval prior to solicitation of bids or commencement of construction thereof, and Brushy Creek MUD's approval shall not be unreasonably denied, delayed, or withheld, it being agreed that Grantee shall modify its plans and specifications as reasonably requested by Brushy Creek MUD to avoid conflict with the water line improvements and related appurtenances previously constructed by Brushy Creek MUD under the Brushy Creek MUD Easement (the "Brushy Creek MUD Improvements").
  - d. Grantee shall provide not less than 24 hours notice to Brushy Creek MUD prior to commencement of construction of the Facilities so that Brushy Creek MUD may have an inspector present during construction. If, during construction of the Facilities, it is determined that any of the Facilities would conflict with any of the Brushy Creek MUD Improvements, then Grantee shall adjust the Facilities as reasonably necessary to avoid conflict with the Brushy Creek MUD Improvements.
  - e. In the event that construction of the Facilities or any subsequent action taken by (or on behalf of) Grantee with respect to the operation, maintenance, repair, or replacement of the Facilities requires the repair, replacement, or relocation of any Brushy Creek MUD Improvements, then Grantee will be responsible for, and will pay, all costs associated therewith.
5. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein, and any such permitted assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.
6. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event, after installation of the Facilities, Grantee ceases to use the Facilities and abandons the Easement Area for a period of at least twelve (12) consecutive calendar months, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute an instrument of release, in recordable form, and deliver same to Grantor promptly upon Grantor's written request to Grantee.
7. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not use the Easement Area in any manner or convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.

8. Grantor shall retain full use of the Easement Area for any purpose not inconsistent with or otherwise prohibited by the terms of this instrument.
9. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Area or within areas adjoining the Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.
10. Grantee agrees that no Hardwood Tree, within the Easement Area or on the areas adjoining the Easement Area, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. For purposes of this section, a "Hardwood Tree" means a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground. In the event that Grantee or Grantee's agents and/or contractors need to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall notify Grantor of such need and request prior written permission from Grantor to do so; and, after receiving Grantee's request, Grantor shall either grant or deny Grantee's request.
  - a. In the event Grantor grants its prior written permission for Grantee or Grantee's agents and/or contractors to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall pay Grantor an amount equal to \$150 per caliper inch per Hardwood Tree that is cut, damaged or otherwise disturbed. The foregoing will not apply to any Hardwood Tree installed within the Easement Area by or on behalf of Grantor following installation of the Facilities without Grantee's prior written agreement.
  - b. In the event Grantor has not granted its prior written permission for Grantee or Grantee's agents and/or contractors to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall pay Grantor an amount equal to \$300 per caliper inch per Hardwood Tree that is cut, damaged or otherwise disturbed. The foregoing will not apply to any Hardwood Trees installed within the Easement Area by or on behalf of Grantor following installation of the Facilities without Grantee's prior written agreement.
11. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.
12. Grantee agrees that in order to provide maximum protection to an existing cave (Choya-N30° 33.004' W097° 45.545'), which is in proximity to the wastewater line that will be situated within the Easement, Grantee shall double the erosion and sedimentation material surrounding such line and enclose the wastewater

line in a larger diameter pipe in order to route any possible spills away from the said cave. Such preventative measures shall be implemented for a distance that is mutually agreed upon by Grantee and Grantor prior to the installation of the Facilities in the Easement.

13. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by Grantee and Brushy Creek MUD with respect to Paragraph 4, or by Grantor and Grantee with respect to any other provision hereof.
14. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and permitted assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.
15. Grantor and Grantee acknowledge and understand that, in connection with the construction and installation of the Facilities, Grantee will be required to maintain a minimum distance between the Facilities and either (a) the Brushy Creek MUD Improvements, or (b) certain water facilities to be constructed by Grantee between the Facilities and the Brushy Creek MUD Improvements pursuant to a separate easement from Grantor, and that, depending on the actual location of the Brushy Creek MUD Improvements, it may be necessary to shift a portion of the Facilities outside the Easement Area as originally contemplated and attached hereto. Accordingly, Grantor and Grantee agree that, following the final construction and installation of the Facilities, the Easement Area will be adjusted, if and to the extent necessary, based on the as-built location of the Facilities such that all portions of the Facilities are located within the Easement Area, it being understood and agreed that the Easement Area will not exceed ten feet in width at any given point. Grantee shall: (i) prior to solicitation of bids or commencement of construction of the Facilities submit the plans and specifications for the Facilities to Grantor for review and administrative approval of the general routing of the Facilities, and Grantor's approval shall not be unreasonably denied, delayed, or withheld; and (ii) provide not less than 24 hours notice to Grantor prior to commencement of construction of the Facilities so that Grantor may have an inspector present during construction. Upon final completion and installation of the Facilities, Grantee will provide Grantor with a copy of the as-built construction plans for the Facilities, and, if an adjustment of the Easement Area is necessary based on the actual location of the Facilities, as constructed, an amendment to this Easement containing a metes and bounds description of the revised Easement Area may be recorded upon the administrative approval of the engineer and attorney for both Grantor and Grantee without further action by the governing bodies of Grantor and Grantee.

\* \* \*

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision  
of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas



By its execution below, Brushy Creek MUD consents to this Easement and the installation and construction of the Facilities contemplated hereby.

**BRUSHY CREEK MUD:**

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

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

Representative Capacity: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of the Board of Directors of Brushy Creek Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Grantee on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ hereby accepts the Easement subject to the terms and conditions hereof:

**GRANTEE:**

**HIGHLANDS AT MAYFIELD RANCH  
MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_,  
Board of Directors

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2010, by \_\_\_\_\_, \_\_\_\_\_ of the Board of Directors of Highlands at Mayfield Ranch Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO GRANTEE:**

Highlands at Mayfield Ranch Municipal Utility District  
c/o Sue Brooks Littlefield  
Armbrust & Brown, L.L.P.  
100 Congress Ave., Ste. 1300  
Austin, Texas 78701

## WATER LINE EASEMENT

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

This Water Line Easement is made between **COUNTY OF WILLIAMSON, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), **HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (herein referred to as "Grantee"), and, for purposes of Paragraph 4 below, **BRUSHY CREEK MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (herein referred to as "Brushy Creek MUD").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS, and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, inspection, replacement, upgrade, rebuilding and/or removal of water lines and related underground (and to the extent reasonably necessary, above ground) facilities and appurtenances (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

The land described in Exhibit "A," which is attached hereto and incorporated herein (herein sometimes referred to as the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, inspecting, rebuilding, replacing, upgrading, and/or removing the Facilities, and, except as provided in Paragraph 10 below, for maintaining the Easement Area by clearing and removing vegetation and debris. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee and Brushy Creek MUD acknowledge that a portion of the Easement Area is located within the Easement for Water Facilities granted to Brushy Creek MUD of record under Document No. 2006031264, Official Public Records of Williamson County, Texas, as amended (the "Brushy Creek MUD Easement") pursuant to which Brushy Creek MUD has previously constructed certain water line improvements and related appurtenances (the "Brushy Creek MUD Improvements"). In accordance with the Brushy Creek MUD Easement, Grantee and Brushy Creek MUD agree as follows:
  - a. Brushy Creek MUD consents to this Easement and the installation and construction of the Facilities contemplated hereby, subject to the provisions of this Paragraph 4.

- b. All actions undertaken by Grantee will be subject to, and will not interfere with, the rights of Brushy Creek MUD under the Brushy Creek MUD Easement.
  - c. In the event any action or undertaking by Grantee requires the repair, replacement, or relocation of any Brushy Creek MUD Improvements, then Grantee will be responsible for, and will pay, all costs associated therewith.
  - d. The center line of the water line to be constructed by Grantee as part of the Facilities must be at least six feet from the center line the existing water line constructed by Brushy Creek MUD as part of the Brushy Creek MUD Improvements. Grantee shall: (i) submit the plans and specifications for the Facilities to Brushy Creek MUD for review and administrative approval prior to solicitation of bids or commencement of construction thereof, and Brushy Creek MUD's approval shall not be unreasonably denied, delayed, or withheld, it being agreed that Grantee shall modify it plans and specifications as reasonably requested by Brushy Creek MUD to avoid conflict with the Brushy Creek MUD Improvements; and (ii) Grantee shall provide not less than 24 hours notice to Brushy Creek MUD prior to commencement of construction of the Facilities so that Brushy Creek MUD may have an inspector present during construction. If, during construction of the Facilities, it is determined that any of the Facilities would conflict with any of the Brushy Creek MUD Improvements, then Grantee shall adjust the Facilities as reasonably necessary to avoid conflict with the Brushy Creek MUD Improvements.
5. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein, and any such permitted assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.
6. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event, after installation of the Facilities, Grantee ceases to use the Facilities and abandons the Easement Area for a period of at least twelve (12) consecutive calendar months, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute an instrument of release, in recordable form, and deliver same to Grantor promptly upon Grantor's written request to Grantee.
7. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not use the Easement Area in any manner or convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.

8. Grantor shall retain full use of the Easement Area for any purpose not inconsistent with or otherwise prohibited by the terms of this instrument.
9. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Area or within areas adjoining the Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.
10. Grantee agrees that no Hardwood Tree, within the Easement Area or on the areas adjoining the Easement Area, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. For purposes of this section, a "Hardwood Tree" means a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground. In the event Grantee or Grantee's agents and/or contractors need to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall notify Grantor of such need and request prior written permission from Grantor to do so; and, after receiving Grantee's request, Grantor shall either grant or deny Grantee's request.
  - a. In the event Grantor grants its prior written permission for Grantee or Grantee's agents and/or contractors to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall pay Grantor an amount equal to \$150 per caliper inch per Hardwood Tree that is cut, damaged or otherwise disturbed. The foregoing will not apply to any Hardwood Tree installed within the Easement Area by or on behalf of Grantor following installation of the Facilities without Grantee's prior written agreement.
  - b. In the event Grantor has not granted its prior written permission for Grantee or Grantee's agents and/or contractors to cut, damage or otherwise disturb a Hardwood Tree in the Easement Area or on the areas adjoining the Easement Area, Grantee shall pay Grantor an amount equal to \$300 per caliper inch per Hardwood Tree that is cut, damaged or otherwise disturbed. The foregoing will not apply to any Hardwood Tree installed within the Easement Area by or on behalf of Grantor following installation of the Facilities without Grantee's prior written agreement.
11. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.
12. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by Grantee and Brushy Creek

MUD with respect to Paragraph 4, or by Grantor and Grantee with respect to any other provision hereof.

13. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.
14. Grantor and Grantee acknowledge and understand that, in connection with the construction and installation of the Facilities, Grantee will be required to maintain a minimum distance between the Facilities and the Brushy Creek MUD Improvements, and that, depending on the actual location of Brushy Creek MUD Improvements, it may be necessary to shift a portion of the Facilities outside the Easement Area as originally contemplated and attached hereto. Accordingly, Grantor and Grantee agree that, following the final construction and installation of the Facilities, the Easement Area will be adjusted, if and to the extent necessary, based on the as-built location of the Facilities such that all portions of the Facilities are located within the Easement Area, it being understood and agreed that the Easement Area will not exceed ten feet in width at any given point. Grantee shall: (i) prior to solicitation of bids or commencement of construction of the Facilities submit the plans and specifications for the Facilities to Grantor for review and administrative approval of the general routing of the Facilities, and Grantor's approval shall not be unreasonably denied, delayed, or withheld; and (ii) provide not less than 24 hours notice to Grantor prior to commencement of construction of the Facilities so that Grantor may have an inspector present during construction. Upon final completion and installation of the Facilities, Grantee will provide Grantor with a copy of the as-built construction plans for the Facilities, and, if an adjustment of the Easement Area is necessary based on the actual location of the Facilities, as constructed, an amendment to this Easement containing a metes and bounds description of the revised Easement Area may be recorded upon the administrative approval of the engineer and attorney for both Grantor and Grantee without further action by the governing bodies of Grantor and Grantee.

\* \* \*

(signature pages follow)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision  
of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas



By its execution below, Brushy Creek MUD consents to this Easement and the installation and construction of the Facilities contemplated hereby.

**BRUSHY CREEK MUD:**

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

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

Representative Capacity: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of the Board of Directors of Brushy Creek Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Grantee on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ hereby accepts the Easement subject to the terms and conditions hereof:

**GRANTEE:**

**HIGHLANDS AT MAYFIELD RANCH  
MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_  
Kirk M. Slack, President

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of the Board of Directors of Highlands at Mayfield Ranch Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO GRANTEE:**

Highlands at Mayfield Ranch Municipal Utility District  
c/o Sue Brooks Littlefield  
Armbrust & Brown, L.L.P.  
100 Congress Ave., Ste. 1300  
Austin, Texas 78701

## Software License Agreement

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Jeanne Williby, Outreach  
**Submitted For:** Annie Burwell  
**Department:** Outreach  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider approving software license agreement between Williamson County Mobile Outreach Team and Sigmund Software

##### Background

#### Fiscal Impact

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

Link: [License agreement](#)

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	06/08/2011 04:08 PM	APRV
2	Jim Gilger	Jim Gilger	06/08/2011 04:14 PM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	06/09/2011 09:53 AM	APRV

Form Started By: Jeanne Williby  
 Started On: 06/07/2011 01:27 PM  
 Final Approval Date: 06/09/2011

Software License Agreement For:



Williamson County Mobile Outreach Team

Submitted By  
Sigmund Software, LLC

Monday, May 16<sup>th</sup>, 2011



## Software License Agreement

This Software License Agreement (“Agreement”) is made between Sigmund Software, LLC (“Developer”) and Williamson County Mobile Outreach Team, acting by and through Williamson County, Texas, being a political subdivision of the State of Texas (Buyer). This Agreement is an offer to Buyer to contract on the terms set forth herein, and such offer expressly limits acceptance by Developer to the terms set forth herein. Any Additional or different terms proposed by Developer are specifically rejected, unless otherwise expressly agreed to in writing signed by an authorized representative of Buyer.

### **Terms of Agreement**

Developer has developed and licenses to users its software program marketed under the name Sigmund Software Version, 3.4.x (the “Software”).

Buyer desires to utilize a copy of the Software.

In consideration of the mutual promises set forth herein, Buyer and Developer agree as follows:

#### **1. License**

Pursuant to Developer’s receipt of this signed agreement, Developer grants to Buyer license to use the Software in the United States of America. The License shall entitle Buyer to operate the Software in an Application Service Provider (ASP) environment with an initial access for 8 named users. Access to the software for additional users requires the purchase of additional user licenses at the Developer’s standard rates (see section 9 for additional details). The Software shall include the following Packages: Clinical Software Package and Assessment Development Software Package

NOTE: If Electronic Claims and Electronic Benefits Verification are purchased, there is a transactional cost of 39 cents per transaction charge for Claims, Remittance Advice and Electronic Benefits Request Submission.

#### **2. Restrictions**

Buyer shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer. Buyer further acknowledges and accepts that Developer owns any and all Software, data migration routines, custom programming solutions and intellectual capital rights pertaining to this agreement and Developer only extends rights of use as a licensee to the Buyer under the terms set forth in this agreement.

#### **3. Warranty of Title**

Developer hereby represents and warrants to Buyer that Developer is the owner of the Software or otherwise has the right to grant to Buyer the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Buyer's sole remedy shall be to require Developer to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any

breach.

#### 4. Installation of Software

The Software will be installed at the Developer's site or a partnering hosting facility according to an agreed upon project plan and may proceed in two main phases. In phase one, the Preliminary Production Software will be installed for testing and training purposes. In phase two, the Final Production Software will be installed for live use. The project plan may also phase in the installation of the Software's Intake, Clinical and Financial functionality.

#### 5. Software Warranty & Support Services

Included in the monthly subscription fee is the "Software Warranty and Support Services Package" which includes the following:

- Unlimited technical support via email (response within 4 hours during normal business hours: 9AM and 5PM (EST)) for 2 designated individuals at the Buyer's site
- Emergency support contact via pager for off hours, weekends and holidays (response time within half hour)
- Free patches and upgrades for the term of the agreement
- Telephone Support: \$10/call plus \$1.50/minute (Incoming calls to Support Department from Buyer)

#### 6. Acceptance

Commencement of performance pursuant to this Agreement constitutes acceptance hereof by Developer. The terms of this Agreement may not be modified, superseded or amended except in writing signed by an authorized representative of the Buyer. Availability of Software shall only be upon the terms of this Agreement, notwithstanding any terms contained in any quotation, acknowledgment, invoice or other form of Developer, or Buyer's acceptance of, or payment for, any shipment or any other act.

#### 7. Travel and Expenses

Buyer shall reimburse Developer actual costs for travel, lodging and meals of Developer personnel traveling to and from Buyer's site(s) for Implementation and Training purposes. In addition, travel time shall be billed at a flat rate of seventy five dollars (\$75) per hour, per person for all levels of personnel.

Developer hereby agrees to provide Buyer with an estimate of cost in advance of incurring expenses for travel, lodging and meals and that Buyer shall not be obligated to pay any such expenses unless Buyer has requested Developer to travel to Buyer's site for Implementation and Training purposes.

#### 8. Taxes

In addition to all other amounts due hereunder, Buyer shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for taxes on the Software which are measured directly by payments made by Buyer to Developer. In no event shall Buyer be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

Buyer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Buyer. Exemption certificates will be provided upon request.

## 9. Term and Termination

### A. Term

The Initial Term commences upon delivery of the Preliminary Production System and then automatically renews for additional one-year terms (each, a "Renewal Term" and together with the Initial Term, the "Term") unless and until one party has provided the other party with a notice of termination.

Buyer agrees to a minimum commitment for the "Initial Term" (one-year). In the event that the Buyer terminates prior to the Initial Term (one-year), Buyer will be responsible for the remainder of monthly fees not paid for the "Initial Term" (one-year period).

### B. Termination

1. Termination for Cause: Either party may terminate the license and Services described herein, if the other party commits a material breach or default (including non-payment of fees) and fails to remedy such breach or default within ten (10) days after notice of the same.
2. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Developer. In the event of such termination, it is understood and agreed that only the amounts due to Developer 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 County's termination of this Agreement for convenience.

The termination hereof for any reason shall be without prejudice to any rights of either party which may have accrued before the date of such termination. Upon termination, all payment obligations will immediately become due and payable.

## 10. Price and Payment

### A. Software Price.

In consideration of the grant of the License and the use of the Software, Buyer agrees to pay Developer the total sum of \$13,264 upon execution of this agreement which represents six months advance payment for the monthly subscription fee of \$4,764 as well as \$8,500 pre-payment for Data Migration Services (Listed in Exhibit A). In addition, Buyer agrees to pay \$794 per month for the subscription fee plus appropriate taxes, effective upon delivery of the Preliminary Production System, pursuant to the terms and conditions stated herein.



Buyer's monthly Subscription Fee shall be based on Developer's standard prices and adjusted at "Renewal Term" (additional one-year term(s) after the Initial Term). Buyer's Subscription Fee may also be adjusted upon Buyer's addition of licensed users, purchase of additional modules, or upon custom programming performed at the Buyer's request.

B. Discovery and Implementation Services and Prices.

Sigmund requires the following services as part of this agreement:

1. **Required** - Discovery and System Set-up Services. Developer shall perform for Buyer, discovery service in order to accurately assess Buyer's organizational requirements at a per technician hourly rate not to exceed One hundred and fifty dollars (\$150) per hour and estimated at \$12,400.
2. **Required** - Software Training Services. Developer shall provide for Buyer, core system features training in a "train the trainer" format for designated user/trainers and advanced training for designated key individuals or in a classroom training format for all staff at a per trainer hourly rate not to exceed One hundred and fifty dollars (\$150) per hour and estimated at \$3,600.
3. **Required**- Data Conversion Services. Developer and Buyer have identified a need to migrate patient demographic inform from legacy system to Sigmund. This migration effort has been sized at \$8,500 (Migration information listed in Exhibit A). Additional data migration services will require Developer to develop a data migration routine, at a per programmer hourly rate not to exceed Two hundred dollars (\$200) per hour, for the purpose of converting additional patient information residing in Buyer's legacy systems into Sigmund invoiced as incurred.

The following services are optional and will be provided with prior client approval and billed at the stated rates:

4. **Optional** - Production Support Services. Developer shall provide for Buyer, on-site production roll-out support for designated key individuals at a per support staff hourly rate not to exceed One hundred and fifty dollars (\$150) per hour invoiced as incurred.
5. **Optional** - Custom Programming Services. Developer shall offer custom solution options beyond included Sigmund Software features as requested by Buyer at a per programmer hourly rate not to exceed Two hundred dollars (\$200) per hour invoiced as incurred.

The Discovery and Implementation rates above are guaranteed for the duration of the initial implementation defined as the timeframe up to delivery of the Final Production Software or Six months after the execution of this agreement, whichever comes first. After such time, standard list prices for such services apply.

C. Payment Terms

Buyer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices for the Monthly Subscription Fee and any other amounts owing hereunder shall be paid by Buyer within thirty (30) days from the date of the Williamson County Auditor's receipt of an

invoice. Interest charges for any late payments shall be paid by Buyer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Buyer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Buyer shall notify Developer of the discrepancy. Following Buyer's notification of any discrepancy as to an invoice, Developer must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Buyer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Buyer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

If Buyer is delinquent in any payment, Developer may require assurances to secure payment, including suspending the provision of some or all of the access to the Software. In addition, Developer may assess a reconnect fee in the event that service is suspended.

#### 11. Warranty Disclaimer

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 12. Limitation of Liability

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. Buyer is responsible for the integrity and accuracy of all data programmatically converted or manually entered into the Software. In no event shall Developer's liability hereunder exceed the amount of License fees paid by Buyer, regardless of whether Buyer's claim is based on contract, tort, strict liability, product liability or otherwise.

#### 13. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### 14. Indemnity

DEVELOPER SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF DEVELOPER OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

#### 15. Buyer's Right to Audit

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

#### 16. Appropriation of Funds by County

Buyer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Developer understands and agrees that the Buyer's payment of amounts under this Agreement is contingent on the Buyer receiving appropriations or other expenditure authority sufficient to allow the Buyer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

#### 17. Compliance with Law

Developer shall comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances applicable to this sale including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health.

#### 18. Assignment

Developer shall not delegate any duties nor assign any rights or claims under this Agreement without the express prior written consent of Buyer. Any assignment or delegation made without Buyer's consent shall be null and void.

#### 19. Remedies

No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for set off or counterclaim arising out of this or any other of Buyer's Agreements to Developer.

# Exhibit A

## Sigmund Software Investment Summary

### Sigmund EMR<sup>x</sup> ASP Model Investment Summary

One Time License Cost	One Time Cost
<p>One Time License Fee (8 Named Users):</p> <p>Includes All Server Costs/Support and Internet Access Software including Citrix and Terminal Services Licenses</p>	<b>Waived</b>

Sigmund Monthly Accessing Fee	Cost/Month
<p><b>EMR<sup>x</sup> Clinical Subscription Fee (8 Named Users):</b></p> <p>Includes the Following Modules:  Admissions Module  Client Module  Clinical Module  Sigmund Scheduler  Quality Assurance Module  Admin Module  Sigmund System Reports</p>	\$882
<p><i><b>Subscription Fee Discount:</b></i></p>	<i><b>(\$88)</b></i>
<p><b>Total Monthly Cost:</b>  *Sigmund Support Services Included</p>	<b>\$794</b>

#### Additional Modules Available for Purchase

	Cost/Month
Call Center/Intake Module	\$156
Document Management	\$120
E-Rx (Two Physicians)	\$140
Lab & Toxicology Integration	\$120
Crystal Reporting Integration	\$144
Secure Email (\$250 One Time Cost)	\$96

Core Billing & AR Module	\$600
EDI Billing (Claims & Payments) (\$ .25 Transactional Cost)	\$150
E- Verification of Benefits (\$ .25 Transactional Cost)	\$108

**\*Sigmund Professional Services Estimates**

<b>Sigmund Services</b>	<b>Hours</b>	<b>Cost</b>
Discovery/Requirements Analysis:	16 Hours	\$2,400
System Set-up/Configuration:		\$10,000
Program Level Set up Location Chart Configuration Staff Configuration Security Set up Forms Configuration Assessment Configuration Progress Note Template Set Up Treatment Plan Configuration Treatment Summaries Set Up		
Data Migration Services:		\$8,500
Includes the Following Information:		
<ul style="list-style-type: none"> <li>○ Client First/Last/Middle Initial</li> <li>○ Gender</li> <li>○ DOB</li> <li>○ SSN</li> <li>○ Precinct</li> <li>○ Admit/Initiation Date</li> <li>○ Ethnicity ID</li> <li>○ Address Line 1</li> <li>○ Address Line 2</li> <li>○ City</li> <li>○ Zip</li> <li>○ County ID</li> <li>○ Home Phone</li> <li>○ Work Phone</li> <li>○ Primary Language</li> </ul>		

<ul style="list-style-type: none"> <li>○ Employer</li> <li>○ Service Code</li> <li>○ TRAG (Risk of Harm/Functional Impairment/Co-occurring SA</li> <li>○ Safety Factors</li> </ul>		
Sigmund Training (All Staff):	24 Hours	\$3,600
*Estimated Travel: Training services can be performed remotely to minimize/eliminate the cost associated with travel.		TBD
<b><i>Total Project Cost (Estimated):</i></b>		<b>\$24,500</b>

## Tax Collection Agreement between Williamson County Tax Assessor/Collector and MUD #19.

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Kathryn Morehouse, County Tax Assessor Collector  
**Submitted For:** Deborah Hunt  
**Department:** County Tax Assessor Collector  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider approving the Tax Collection Agreement between Williamson County Tax Assessor/Collector and MUD #19 authorizing tax collections for properties within MUD #19 for tax year 2012.

##### Background

Tax Collection Agreement for MUD #19 to begin collection of taxes in October of 2012. To be signed by the County Judge approving the agreement with both copies returned to the Tax Assessor/Collector's office.

#### Fiscal Impact

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

Link: [MUD #19 Map](#)

Link: [MUD #19 Contract](#)

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	06/01/2011 03:11 PM	APRV
2	Jim Gilger	Jim Gilger	06/01/2011 03:13 PM	APRV
3	County Judge Exec Asst.	Wendy Coco	06/02/2011 09:26 AM	APRV

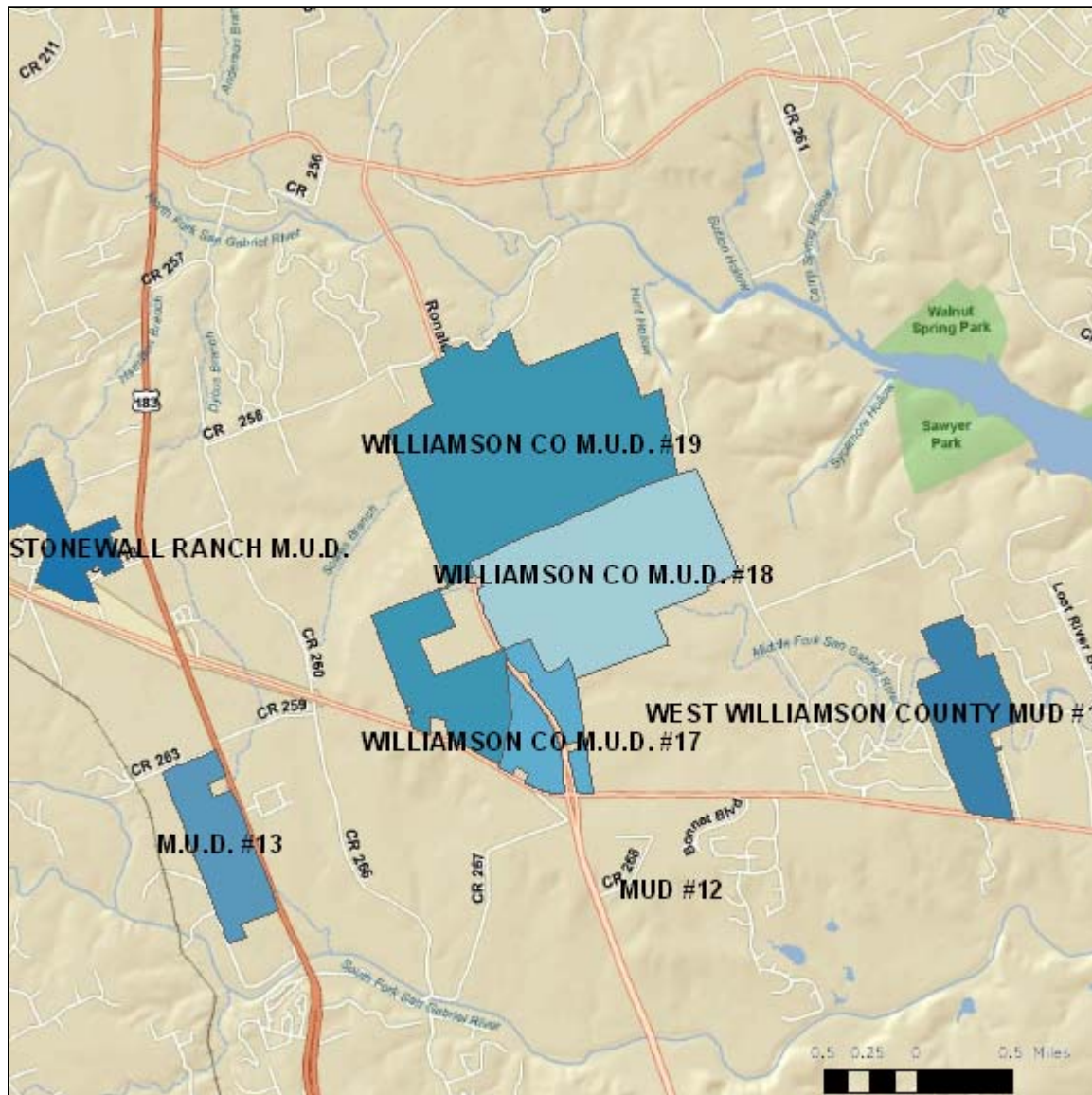
Form Started By: Kathryn Morehouse  
 Started On: 06/01/2011 09:19 AM  
 Final Approval Date: 06/02/2011

#### Email Messages Sent

Sent To	Sent From	Date	Incl Conf?
Kathryn Morehouse (Originator)	Kathryn Morehouse	06/01/2011 02:25 PM	N



Map06/01/2011



THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§  
§

TAX COLLECTION AGREEMENT

WHEREAS, Williamson County Municipal Utility District No. 19 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County Municipal Utility District No.19, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the

County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

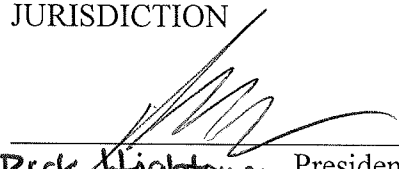
Executed \_\_\_\_\_, 20 11.

COUNTY OF WILLIAMSON

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

\_\_\_\_\_  
Deborah M. Hunt, Tax Assessor-Collector,  
County of Williamson

JURISDICTION

  
\_\_\_\_\_  
A. Rick Hightower, President

np12  
010H

RESOLUTION NO. 1

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON  
FOR COLLECTION OF TAXES**

WHEREAS, Williamson County Municipal Utility District No.19 desires to levy an ad valorem tax in each fiscal year; and

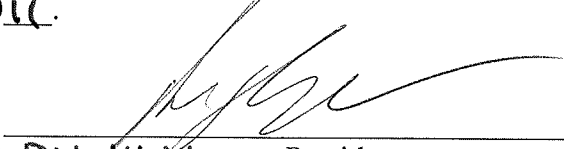
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the Williamson County Municipal Utility District No.19 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

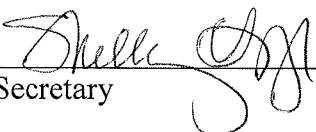
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.19 THAT:

The President of the Williamson County Municipal Utility District No.19 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of the WC MUD No. 19 on the 19th day of April, 2011.

  
A. Rick Hightower, President

ATTEST:

  
Secretary

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES**

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County Municipal Utility District No.19 for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with ~~Round Rock ISD~~ in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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

ATTEST:

\_\_\_\_\_  
Nancy Rister  
Williamson County Clerk

## Amendment to Agreement

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Lucille D'Elia, County Judge  
**Submitted For:** Hal Hawes  
**Department:** County Judge  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Discuss and take appropriate action regarding an amendment to the Agreement dated March 8, 2011 between Williamson County and the law firm of Allensworth and Porter, L.L.P. to represent Williamson County in relation to all legal matters regarding the Williamson County Justice Center Parking Garage and Jail; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personnel or professional services.

##### Background

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#### Fiscal Impact

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

Link: [Amendment to Agreement](#)

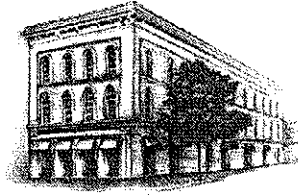
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#### Form Routing/Status

Form Started By: Lucille D'Elia      Started On: 06/08/2011 04:18 PM  
Final Approval Date: 06/09/2011

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ALLENSWORTH AND PORTER, L.L.P.  
ATTORNEYS AT LAW



620 Congress Avenue, Suite 100  
Austin, Texas 78701-3229

Telephone: (512) 708-1250  
Fax: (512) 708-0519

**WILLIAM R. ALLENSWORTH**  
Board Certified, Civil Trial Law  
Fellow, American College of Construction Lawyers

E-Mail Address:  
[wra@aaplalaw.com](mailto:wra@aaplalaw.com)

June 3, 2011

Williamson County  
c/o Williamson County Commissioners Court  
710 Main Street  
Georgetown, Texas 78626

Re: Williamson County parking garage structural issues

Dear Members of the Court:

This letter is to supplement our March 8, 2011 engagement letter for the investigation and legal advice regarding the structural issues at the Williamson County parking garage.

Our previous scope of work concerned only the defects to the parking garage. In connection with our investigation of the problems with the construction of the parking garage we will also be looking at other construction or design issues which may arise out of the jail portion of the construction project. This investigation should not dramatically affect the legal expenses which I previously discussed with the County in our earlier correspondence.

Please allow this to serve as an amendment to our engagement letter of March 8, 2011 and acknowledge your approval of our expanded scope of work by executing this letter and returning it to me. Thanks for trusting us with this matter, and if you have any questions, please do not hesitate to give me a call.

Very truly yours,

  
William R. Allensworth



**ALLENSWORTH & PORTER, L.L.P.**

June 3, 2011

Page 2

WRA/ms

cc: Hal Clifton Hawes  
Office of the Williamson County Judge  
710 Main Street, Suite 200  
Georgetown, Texas 78626

**APPROVED AND AGREED:**

Williamson County

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

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

## PROFESSIONAL ENVIRONMENTAL SERVICES

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Bob Daigh  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL ENVIRONMENTAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1005.

##### Background

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#### Fiscal Impact

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

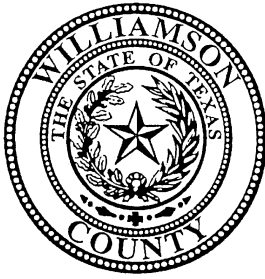
Link: [Environmental RFQ](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 06/09/2011 08:50 AM  
Final Approval Date: 06/09/2011

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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 QUALIFICATIONS (RFQ)

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### PROFESSIONAL ENVIRONMENTAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS

RFQ NUMBER: 11WCRFQ1005

INITIAL RFQ SUBMITTALS TO BE RECEIVED ON OR BEFORE:  
July 8, 2011 – 3:00 PM

SUBMITTALS WILL BE PUBLICLY ACKNOWLEDGED: July 8, 2011 – 3:00 PM

*Due to an open-ended deadline, RFQ submittals will be accepted after the initial July 8, 2011 date. This will allow vendors to be evaluated and added to the prequalified list at any time. To make the list, evaluations will be completed, with vendor recommendations then to be brought in front of the Williamson County Commissioners Court for final approval. Please note that the evaluation/approval process may take several weeks and no vendor will be considered prequalified until receiving Commissioners Court approval. This RFQ will stay open until Williamson County determines to close it.*

#### Overview

Williamson County, an Affirmative Action and Equal Opportunity Employer, proposes to design and construct improvements to the County Road System, the State Highway System and other County Facilities. New projects will include reconstructions and expansion of existing County Roads and State Highways. New location for major arterials included in the Williamson County Multi-Corridor Transportation Plan may also be considered. All work will be performed on behalf of Williamson County and will be in compliance with all of the County's standards, procedures, and protocols.

The proposed work would include **environmental/historical/archeological services**.

## **Section 1:**

### **Qualifications Desired**

Demonstrated competence and qualifications will be a major consideration in the evaluation process. In your Request for Qualifications (RFQ) submittal, please provide information about your firm, also include a list of three (3) business references and be sure to include name, address, contact name, e-mail address (if available), phone and fax numbers.

### **Scope**

Responding to this RFQ with qualifications allows vendors to provide environmental services on a project-by-project basis. To be considered, a provider (or sub-provider(s) proposed on a team) may utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. **If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 50% of the actual contract work.**

Any or all of the following TxDOT pre-certified work categories may be considered in evaluating firm qualifications: 2.1.1 Traffic Noise Analysis; 2.2.1 Air Quality Analysis; 2.3.1 Wetland Delineation; 2.4.1 Nationwide Permit; 2.4.2 §404 (Title 33, United States Code §1344) Individual Permits (including mitigation and monitoring); 2.4.3 U.S. Coast Guard and U.S. Army Corps of Engineers §10 (Title 33, United States Code §403) Permits; 2.5.1. Water Pollution Abatement Plan; 2.6 Protected Species Coordination; 2.6.1. Protected Species Determination (Habitat); 2.6.2 Impact Evaluation Assessments; 2.6.3 Biological Surveys; 2.7.1 §4(f) (Title 23, United States Code of Federal Regulations §771.135) and/or §6(f) (Title 49, United States Code §303) Evaluations; 2.8.1. Surveys, Research and Documentation of Historic Buildings, Structures, and Objects; 2.9.1. Historic Architecture; 2.10.1 Archeological Surveys, Documentation, Excavations, Testing Reports and Data Recovery Plans; 2.11.1 Historical and Archival Research; 2.12.1. Socio-Economic and Environmental Justice Analyses; 2.13.1 Hazardous Materials Initial Site Assessment; 2.14.1 Environmental Document Preparation.

Providers will be evaluated from statements of qualifications including staff capability/experience and similar project related experience of the proposed project manager(s) and team members, if a team is proposed.

## **Format for Submittal of Qualifications**

Please limit the Request for Qualifications submittal to twelve (12) 8 ½" x 11" pages, 12-pitch font size, and single-sided. The RFQ submittal should include:

- ❖ an organizational chart containing the names, addresses, telephone, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category;
- ❖ the confirmation agreement of proposed team individuals to perform the identified contract responsibilities if the team is selected;
- ❖ the prime provider's proposed project manager(s) and key personnel proposed;
- ❖ the team or firm capabilities;
- ❖ special project related experience;
- ❖ project related experience performed since TxDOT pre-certification;
- ❖ other pertinent information addressed in the notice, including references for related projects. References must include client contract information (address, telephone, name, and fax number).
- ❖ supporting attachments and/or appendices (related cover/title page, project graphics, resumes, and Williamson County Conflict of Interest Statement) are not included in the twelve-page limit, **but should be conservative in their inclusion.**
- ❖ using the least amount of plastic/laminate or other non-recyclable binding materials.

## **Contacts**

Any questions, clarifications or requests for general information should be directed to:

### **Purchasing Questions**

Jonathan Harris  
Williamson County Purchasing Dept.  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626  
(512) 943-1692  
joharris@wilco.org

### **Technical Questions**

Michael J. Weaver  
Prime Strategies  
1508 S. Lamar Blvd  
Austin, Texas 78704  
(512) 445-7074  
mike@primestrategies.net

## **Evaluation Criteria**

Request for Qualifications submittals will be ranked according to the criteria outlined below. A list of pre-qualified firms will be provided to the County Commissioners Court. Awarding of future contracts will be made by the Williamson County Commissioners Court.

<b><u>Criteria</u></b>	<b><u>Points</u></b>
References	40
Performance and Qualifications	60

## **Submittal of RFQ Response**

One (1) original RFQ response and four (4) copies must be submitted. The responses must be marked "original" and "copy". One (1) PDF electronic copy of the entire RFQ must be submitted on a CD in the sealed envelope with the original hard copy of the RFQ response.

**All copies must have the same attachments as the original.** Please incorporate the least amount of plastic/laminate or other non-recyclable binding materials.

Qualifications must be submitted in a sealed envelope clearly marked **PROFESSIONAL ENVIRONMENTAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS**, and the RFQ number, **11WCRFQ1005**. If an overnight delivery service is used, the RFQ name and number must be clearly marked on the outside of the delivery service envelope. RFQ response must be addressed to **Williamson County Purchasing Department, Williamson County Inner Loop Annex, Attn: Jonathan Harris, 301 SE Inner Loop - Suite 106, Georgetown, Texas 78626.**

By submitting the RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

#### **Location Directions**

Please see **page 5** of this document for a map and directions to the Williamson County Inner Loop Annex.

#### **Williamson County Conflict of Interest Statement**

On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit, Williamson County Conflict of Interest Statement, can be found on **Page 6** of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

# 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

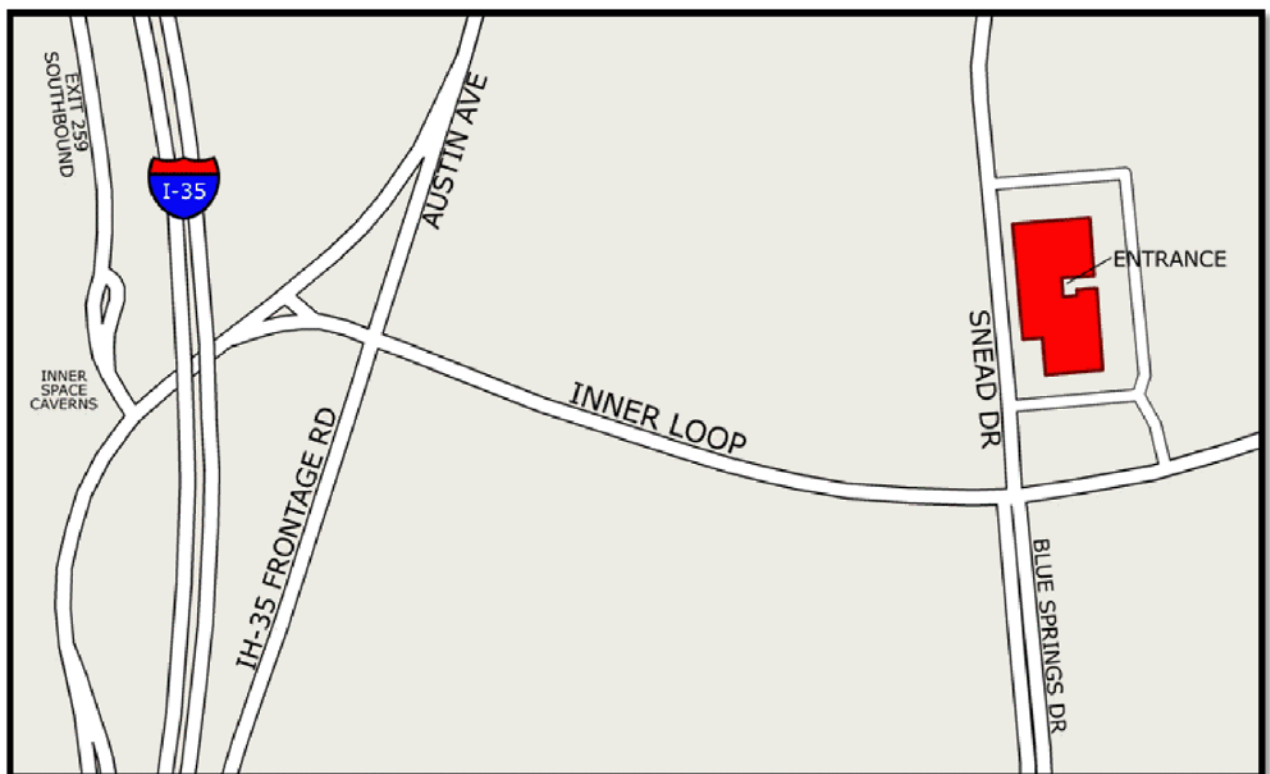
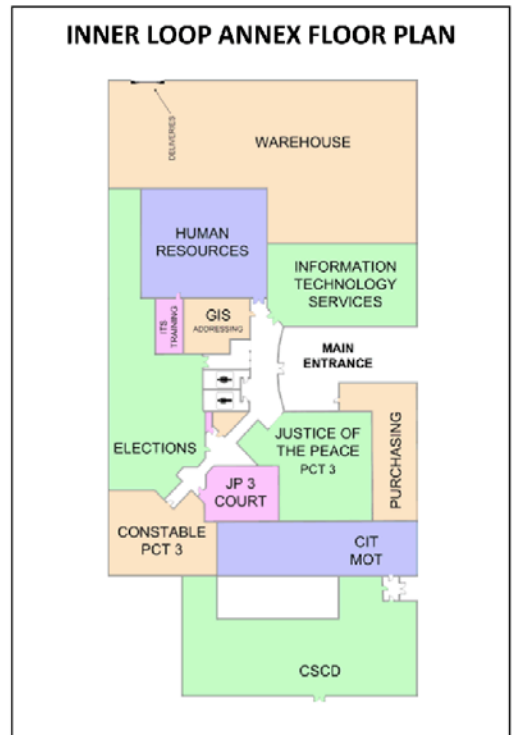
Exit 259

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





## 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)**



## **CONTRACT DOCUMENT**

Starting on the following page is a sample Professional Services Agreement (PSA), being provided at this time simply for review. If a contractor is approved for prequalification and is chosen from the prequalification list to provide their services to the County, at that time it will be required that a PSA be completed between the contractor and the County.

The only anticipated changes in the PSA contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed contract will be substantively and substantially derived from the attached contract, each contractor is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract.

# **PROFESSIONAL SERVICES AGREEMENT**

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<b>III.</b>	<b><i>Fee Schedule</i></b>	<b>3</b>
<b>IV.</b>	<b><i>Period of Service</i></b>	<b>3</b>
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<b>VI.</b>	<b><i>Review of Work Product</i></b>	<b>5</b>
<b>VII.</b>	<b><i>Revision to Work Product</i></b>	<b>6</b>
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<b>IX.</b>	<b><i>Ownership of Documents</i></b>	<b>8</b>
<b>X.</b>	<b><i>Maintenance of and Right of Access to Records</i></b>	<b>8</b>
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- A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.
- B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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

### **Section III**

#### **Fee schedule**

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

### **Section IV**

#### **Period of Service**

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within \_\_\_\_\_ calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or

more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

## Section V Coordination with the County

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

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

## **Section VI**

### **Review of Work Product**

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



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

## **Section VII**

### **Revision to Work Product**

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

## **Section VIII**

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

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

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

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a design professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost.
- F. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key ***Engineer*** and professional personnel.
- H. All employees of ***Engineer*** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ***Engineer***, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the ***Project***.
- I. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. ***Engineer*** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. ***Engineer*** is an independent contractor under this Agreement. Neither he nor

any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

## Section IX

### Ownership of Documents

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

## Section X

### Maintenance of and Right of Access to Records

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

- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## Section XI Miscellaneous

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

- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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

- M. **Definition of Engineer.** The term “**Engineer**” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
  
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
  
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
  
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a \_\_\_\_\_, duly authorized to transact and do business in the State of Texas.
  
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
  
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
  
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
  
- T. **Interest and Late Payments.** **County’s** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor’s receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County’s** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

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

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



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

THE ENGINEER:

[Insert Company Name *HERE*]

WILLIAMSON COUNTY:

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

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

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

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

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

Reviewed as to Form By:

\_\_\_\_\_  
Legal Advisor to the Williamson  
County Commissioners Court

Funds Verified By:

\_\_\_\_\_  
County Contracts  
Management Auditor

## EXHIBIT I

### COMPENSATION FOR PROFESSIONAL SERVICES

#### ACTUAL COST OF SERVICES METHOD

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

#### **SECTION 1 - BASIS FOR COMPENSATION**

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$\_\_\_\_\_.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

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

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

#### **SECTION 3 – WORK AUTHORIZATIONS**

3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from

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

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

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

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

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

- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).

**ATTACHMENT A**  
**WORK AUTHORIZATION NO. \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and \_\_\_\_\_ (*the "Engineer"*).

**Part1.** The *Engineer* will provide the following engineering services:

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

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

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

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

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

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

ENGINEER:

[Insert Company Name HERE]

COUNTY:

Williamson County, Texas

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

Signature

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

Signature

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

**EXHIBIT II**  
**HOURLY RATES**

1. Senior Engineer.....\$\_\_\_\_\_
2. Graduate Engineer.....\$\_\_\_\_\_
3. Technician.....\$\_\_\_\_\_
4. Secretary/Clerical.....\$\_\_\_\_\_
5. Expert Witness Testimony.....\$\_\_\_\_\_

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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



**EXHIBIT IV**

**PRODUCTION SCHEDULE**

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

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

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

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

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

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT VII**

**INSURANCE REQUIREMENTS**

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

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

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

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

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

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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

**APPENDIX B**

**ENGINEER'S QUALIFICATIONS STATEMENT**

## PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Bob Daigh  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1006.

##### Background

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#### Fiscal Impact

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

Link: [Landscape Arch RFQ](#)

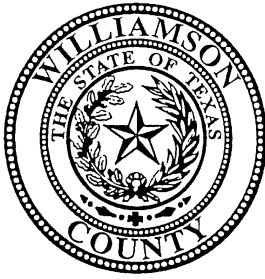
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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 06/09/2011 08:52 AM  
Final Approval Date: 06/09/2011

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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 QUALIFICATIONS (RFQ)

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### PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS

RFQ NUMBER: 11WCRFQ1006

INITIAL RFQ SUBMITTALS TO BE RECEIVED ON OR BEFORE:  
July 8, 2011 – 3:00 PM

SUBMITTALS WILL BE PUBLICLY ACKNOWLEDGED: July 8, 2011 – 3:00 PM

*Due to an open-ended deadline, RFQ submittals will be accepted after the initial July 8, 2011 date. This will allow vendors to be evaluated and added to the prequalified list at any time. To make the list, evaluations will be completed, with vendor recommendations then to be brought in front of the Williamson County Commissioners Court for final approval. Please note that the evaluation/approval process may take several weeks and no vendor will be considered prequalified until receiving Commissioners Court approval. This RFQ will stay open until Williamson County determines to close it.*

### Overview

Williamson County, an Affirmative Action and Equal Opportunity Employer, proposes to design and construct improvements to the County Road System, the State Highway System and other County Facilities. New projects will include reconstructions and expansion of existing County Roads and State Highways. New location for major arterials included in the Williamson County Multi-Corridor Transportation Plan may also be considered. All work will be performed on behalf of Williamson County and will be in compliance with all of the County's standards, procedures, and protocols.

The proposed work would include **landscape architecture and context sensitive solutions (CSS) services**.

## **Section 1:**

### **Qualifications Desired**

Demonstrated competence and qualifications will be a major consideration in the evaluation process. In your Request for Qualifications (RFQ) submittal, please provide information about your firm, also include a list of three (3) business references and be sure to include name, address, contact name, e-mail address (if available), phone and fax numbers.

### **Scope**

Responding to this RFQ with qualifications allows vendors to provide the outlined services on a project-by-project basis. To be considered, a provider (or sub-provider(s) proposed on a team) may utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. **If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 50% of the actual contract work.**

The following TxDOT pre-certified work category may be considered in evaluating firm qualifications: 9.1.1. Bicycle and Pedestrian Facility Development.

Providers will be evaluated from statements of qualifications including staff capability/experience and similar project related experience of the proposed project manager(s) and team members, if a team is proposed.

## **Format for Submittal of Qualifications**

Please limit the Request for Qualifications submittal to twelve (12) 8 ½" x 11" pages, 12-pitch font size, and single-sided. The RFQ submittal should include:

- ❖ an organizational chart containing the names, addresses, telephone, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category;
- ❖ the confirmation agreement of proposed team individuals to perform the identified contract responsibilities if the team is selected;
- ❖ the prime provider's proposed project manager(s) and key personnel proposed;
- ❖ the team or firm capabilities;
- ❖ special project related experience;
- ❖ project related experience performed since TxDOT pre-certification;
- ❖ other pertinent information addressed in the notice, including references for related projects. References must include client contract information (address, telephone, name, and fax number).
- ❖ supporting attachments and/or appendices (related cover/title page, project graphics, resumes, and Williamson County Conflict of Interest Statement) are not included in the twelve-page limit, **but should be conservative in their inclusion.**
- ❖ using the least amount of plastic/laminate or other non-recyclable binding materials.

## **Contacts**

Any questions, clarifications or requests for general information should be directed to:

### **Purchasing Questions**

Jonathan Harris  
Williamson County Purchasing Dept.  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626  
(512) 943-1692  
joharris@wilco.org

### **Technical Questions**

Michael J. Weaver  
Prime Strategies  
1508 S. Lamar Blvd  
Austin, Texas 78704  
(512) 445-7074  
mike@primestrategies.net

## **Evaluation Criteria**

Request for Qualifications submittals will be ranked according to the criteria outlined below. A list of pre-qualified firms will be provided to the County Commissioners Court. Awarding of future contracts will be made by the Williamson County Commissioners Court.

<b><u>Criteria</u></b>	<b><u>Points</u></b>
References	40
Performance and Qualifications	60

## **Submittal of RFQ Response**

One (1) original RFQ response and four (4) copies must be submitted. The responses must be marked "original" and "copy". One (1) PDF electronic copy of the entire RFQ must be submitted on a CD in the sealed envelope with the original hard copy of the RFQ response.

**All copies must have the same attachments as the original.** Please incorporate the least amount of plastic/laminate or other non-recyclable binding materials.

Qualifications must be submitted in a sealed envelope clearly marked **PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS**, and the RFQ number, **11WCRFQ1006**. If an overnight delivery service is used, the RFQ name and number must be clearly marked on the outside of the delivery service envelope. RFQ response must be addressed to **Williamson County Purchasing Department, Williamson County Inner Loop Annex, Attn: Jonathan Harris, 301 SE Inner Loop - Suite 106, Georgetown, Texas 78626**.

By submitting the RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

#### **Location Directions**

Please see **page 5** of this document for a map and directions to the Williamson County Inner Loop Annex.

#### **Williamson County Conflict of Interest Statement**

On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit, Williamson County Conflict of Interest Statement, can be found on **Page 6** of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

# 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

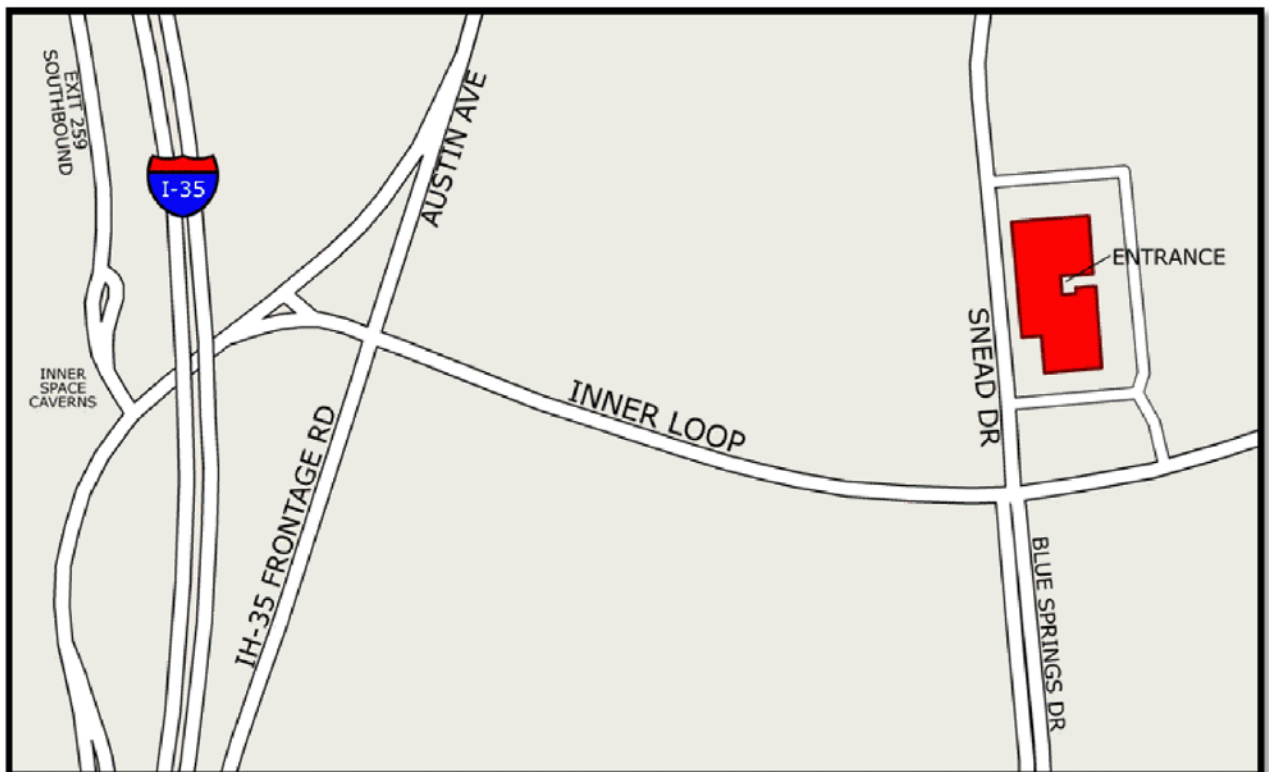
At stop sign, go left under the overpass

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

INNER LOOP ANNEX FLOOR PLAN





## 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)**

## **CONTRACT DOCUMENT**

Starting on the following page is a sample Professional Services Agreement (PSA), being provided at this time simply for review. If a contractor is approved for prequalification and is chosen from the prequalification list to provide their services to the County, at that time it will be required that a PSA be completed between the contractor and the County.

The only anticipated changes in the PSA contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed contract will be substantively and substantially derived from the attached contract, each contractor is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract.

# **PROFESSIONAL SERVICES AGREEMENT**

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- A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.
- B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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

### **Section III**

#### **Fee schedule**

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

### **Section IV**

#### **Period of Service**

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within \_\_\_\_\_ calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or

more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

## Section V Coordination with the County

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

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

## **Section VI**

### **Review of Work Product**

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

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

## **Section VII**

### **Revision to Work Product**

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

## **Section VIII**

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

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

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

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a design professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost.
- F. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key ***Engineer*** and professional personnel.
- H. All employees of ***Engineer*** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ***Engineer***, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the ***Project***.
- I. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. ***Engineer*** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. ***Engineer*** is an independent contractor under this Agreement. Neither he nor



any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

## Section IX

### Ownership of Documents

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

## Section X

### Maintenance of and Right of Access to Records

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

- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## Section XI Miscellaneous

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

- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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

- M. **Definition of Engineer.** The term “**Engineer**” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
  
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
  
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
  
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a \_\_\_\_\_, duly authorized to transact and do business in the State of Texas.
  
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
  
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
  
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
  
- T. **Interest and Late Payments.** **County’s** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor’s receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County’s** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

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

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

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

THE ENGINEER:

[Insert Company Name *HERE*]

WILLIAMSON COUNTY:

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

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

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

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

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

Reviewed as to Form By:

\_\_\_\_\_  
Legal Advisor to the Williamson  
County Commissioners Court

Funds Verified By:

\_\_\_\_\_  
County Contracts  
Management Auditor

## EXHIBIT I

### COMPENSATION FOR PROFESSIONAL SERVICES

#### ACTUAL COST OF SERVICES METHOD

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

#### **SECTION 1 - BASIS FOR COMPENSATION**

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$\_\_\_\_\_.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

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

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

#### **SECTION 3 – WORK AUTHORIZATIONS**

3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from



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

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

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

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

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

- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).

**ATTACHMENT A**  
**WORK AUTHORIZATION NO. \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and \_\_\_\_\_ (*the "Engineer"*).

**Part1.** The *Engineer* will provide the following engineering services:

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

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

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

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

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

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

ENGINEER:

[Insert Company Name HERE]

COUNTY:

Williamson County, Texas

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

Signature

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

Signature

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

**EXHIBIT II**  
**HOURLY RATES**

1. Senior Engineer.....\$\_\_\_\_\_
2. Graduate Engineer.....\$\_\_\_\_\_
3. Technician.....\$\_\_\_\_\_
4. Secretary/Clerical.....\$\_\_\_\_\_
5. Expert Witness Testimony.....\$\_\_\_\_\_

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

**EXHIBIT IV**

**PRODUCTION SCHEDULE**

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

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

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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



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

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

## EXHIBIT VI

### EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
  
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
  
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

## EXHIBIT VII

### INSURANCE REQUIREMENTS

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

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

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

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

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

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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

**APPENDIX B**

**ENGINEER'S QUALIFICATIONS STATEMENT**

## PROFESSIONAL GEOTECHNICAL SERVICES

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Bob Daigh  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL GEOTECHNICAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1007.

##### Background

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#### Fiscal Impact

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

Link: [Geotechnical RFQ](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 06/09/2011 08:54 AM  
Final Approval Date: 06/09/2011

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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 QUALIFICATIONS (RFQ)

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### PROFESSIONAL GEOTECHNICAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS

RFQ NUMBER: 11WCRFQ1007

INITIAL RFQ SUBMITTALS TO BE RECEIVED ON OR BEFORE:  
July 8, 2011 – 3:00 PM

SUBMITTALS WILL BE PUBLICLY ACKNOWLEDGED: July 8, 2011 – 3:00 PM

*Due to an open-ended deadline, RFQ submittals will be accepted after the initial July 8, 2011 date. This will allow vendors to be evaluated and added to the prequalified list at any time. To make the list, evaluations will be completed, with vendor recommendations then to be brought in front of the Williamson County Commissioners Court for final approval. Please note that the evaluation/approval process may take several weeks and no vendor will be considered prequalified until receiving Commissioners Court approval. This RFQ will stay open until Williamson County determines to close it.*

#### Overview

Williamson County, an Affirmative Action and Equal Opportunity Employer, proposes to design and construct improvements to the County Road System, the State Highway System and other County Facilities. New projects will include reconstructions and expansion of existing County Roads and State Highways. New location for major arterials included in the Williamson County Multi-Corridor Transportation Plan may also be considered. All work will be performed on behalf of Williamson County and will be in compliance with all of the County's standards, procedures, and protocols.

The proposed work could include **geotechnical investigations, geotechnical studies, subsurface mapping, materials inspection and/or material testing services.**

## **Section 1:**

### **Qualifications Desired**

Demonstrated competence and qualifications will be a major consideration in the evaluation process. In your Request for Qualifications (RFQ) submittal, please provide information about your firm, also include a list of three (3) business references and be sure to include name, address, contact name, e-mail address (if available), phone and fax numbers.

### **Scope**

This RFQ is for providers to provide any or all of the above outlined services on a project-by-project basis. To be considered, a provider (or sub-provider(s) proposed on a team) may utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. **If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 50% of the actual contract work.**

Any or all of the following TxDOT pre-certified work categories may be considered in evaluating firm qualifications: 12.1 Material Testing; 12.1.1 Asphaltic Concrete; 12.1.2 Portland Cement Concrete; 12.2.1 Plant Inspection and Testing; 14.1.1 Soil Exploration; 14.2.1 Geotechnical Testing; 14.3.1 Transportation Foundation Studies; 14.4.1 Building Foundation Studies.

Providers will be evaluated from statements of qualifications including staff capability/experience and similar project related experience of the proposed project manager(s) and team members, if a team is proposed.



## **Format for Submittal of Qualifications**

Please limit the Request for Qualifications submittal to twelve (12) 8 ½" x 11" pages, 12-pitch font size, and single-sided. The RFQ submittal should include:

- ❖ an organizational chart containing the names, addresses, telephone, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category;
- ❖ the confirmation agreement of proposed team individuals to perform the identified contract responsibilities if the team is selected;
- ❖ the prime provider's proposed project manager(s) and key personnel proposed;
- ❖ the team or firm capabilities;
- ❖ special project related experience;
- ❖ project related experience performed since TxDOT pre-certification;
- ❖ other pertinent information addressed in the notice, including references for related projects. References must include client contract information (address, telephone, name, and fax number).
- ❖ supporting attachments and/or appendices (related cover/title page, project graphics, resumes, and Williamson County Conflict of Interest Statement) are not included in the twelve-page limit, **but should be conservative in their inclusion.**
- ❖ using the least amount of plastic/laminate or other non-recyclable binding materials.

## **Contacts**

Any questions, clarifications or requests for general information should be directed to:

### **Purchasing Questions**

Jonathan Harris  
Williamson County Purchasing Dept.  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626  
(512) 943-1692  
joharris@wilco.org

### **Technical Questions**

Michael J. Weaver  
Prime Strategies  
1508 S. Lamar Blvd  
Austin, Texas 78704  
(512) 445-7074  
mike@primestrategies.net

## **Evaluation Criteria**

Request for Qualifications submittals will be ranked according to the criteria outlined below. A list of pre-qualified firms will be provided to the County Commissioners Court. Awarding of future contracts will be made by the Williamson County Commissioners Court.

<b><u>Criteria</u></b>	<b><u>Points</u></b>
References	40
Performance and Qualifications	60

## **Submittal of RFQ Response**

One (1) original RFQ response and four (4) copies must be submitted. The responses must be marked "original" and "copy". One (1) PDF electronic copy of the entire RFQ must be submitted on a CD in the sealed envelope with the original hard copy of the RFQ response.

**All copies must have the same attachments as the original.** Please incorporate the least amount of plastic/laminate or other non-recyclable binding materials.

Qualifications must be submitted in a sealed envelope clearly marked **PROFESSIONAL GEOTECHNICAL SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS**, and the RFQ number, **11WCRFQ1007**. If an overnight delivery service is used, the RFQ name and number must be clearly marked on the outside of the delivery service envelope. RFQ response must be addressed to **Williamson County Purchasing Department, Williamson County Inner Loop Annex, Attn: Jonathan Harris, 301 SE Inner Loop - Suite 106, Georgetown, Texas 78626.**

By submitting the RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

#### **Location Directions**

Please see **page 5** of this document for a map and directions to the Williamson County Inner Loop Annex.

#### **Williamson County Conflict of Interest Statement**

On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit, Williamson County Conflict of Interest Statement, can be found on **Page 6** of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

# 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

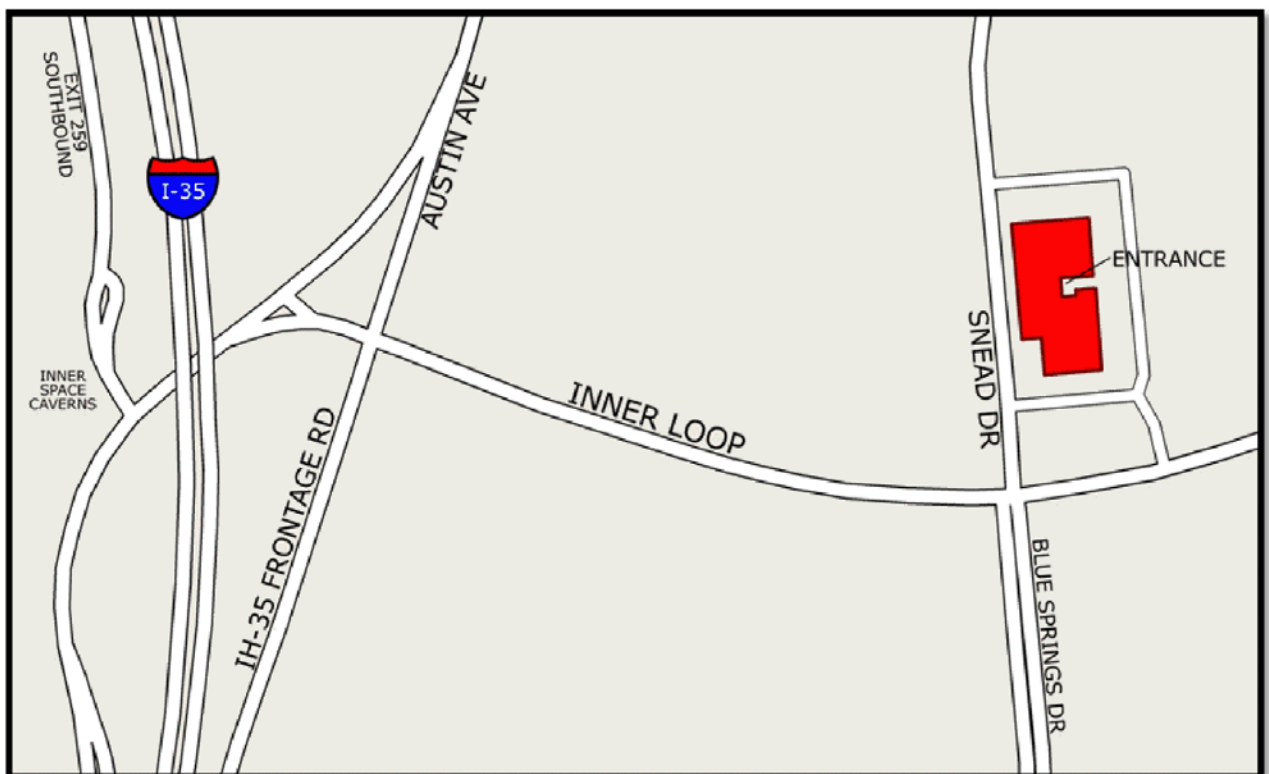
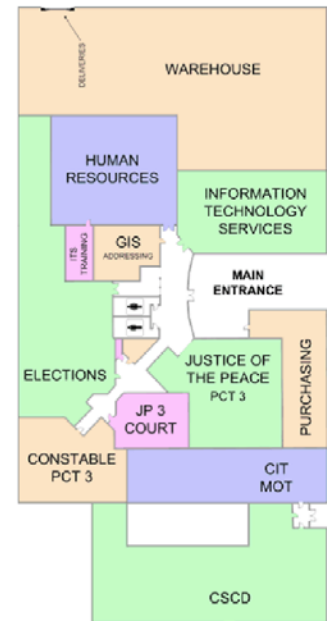
At stop sign, go left under the overpass

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

**INNER LOOP ANNEX FLOOR PLAN**





## 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)**

## **CONTRACT DOCUMENT**

Starting on the following page is a sample Professional Services Agreement (PSA), being provided at this time simply for review. If a contractor is approved for prequalification and is chosen from the prequalification list to provide their services to the County, at that time it will be required that a PSA be completed between the contractor and the County.

The only anticipated changes in the PSA contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed contract will be substantively and substantially derived from the attached contract, each contractor is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract.

# **PROFESSIONAL SERVICES AGREEMENT**

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## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and \_\_\_\_\_ (**the "Engineer"**).

WHEREAS, **County** proposes to construct a \_\_\_\_\_;

WHEREAS, **County** desires to obtain professional services for \_\_\_\_\_ (**the "Project"**);

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

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

### Section I Employment of the Engineer

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

### Section II

#### **Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.



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

### **Section III**

#### **Fee schedule**

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

### **Section IV**

#### **Period of Service**

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within \_\_\_\_\_ calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or

more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

## Section V Coordination with the County

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

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

## **Section VI**

### **Review of Work Product**

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

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

## **Section VII**

### **Revision to Work Product**

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

## **Section VIII**

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

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

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

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor

any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

## Section IX

### Ownership of Documents

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

## Section X

### Maintenance of and Right of Access to Records

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

- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## Section XI Miscellaneous

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



- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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

- M. **Definition of Engineer.** The term “*Engineer*” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a \_\_\_\_\_, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to *County*, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. *County* does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** *County’s* payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by *County* within thirty (30) days from the date of the Williamson County Auditor’s receipt of an invoice. Interest charges for any late payments shall be paid by *County* in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of *County’s* fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

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

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

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

THE ENGINEER:

[Insert Company Name *HERE*]

WILLIAMSON COUNTY:

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

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

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

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

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

Reviewed as to Form By:

\_\_\_\_\_  
Legal Advisor to the Williamson  
County Commissioners Court

Funds Verified By:

\_\_\_\_\_  
County Contracts  
Management Auditor

## EXHIBIT I

### COMPENSATION FOR PROFESSIONAL SERVICES

#### ACTUAL COST OF SERVICES METHOD

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

#### **SECTION 1 - BASIS FOR COMPENSATION**

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$\_\_\_\_\_.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

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

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

#### **SECTION 3 – WORK AUTHORIZATIONS**

3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from

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

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

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

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

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

- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).



**ATTACHMENT A**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and \_\_\_\_\_ (*the "Engineer"*).

**Part1.** The *Engineer* will provide the following engineering services:

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

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

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

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

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

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

ENGINEER:

[Insert Company Name HERE]

COUNTY:

Williamson County, Texas

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

Signature

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

Signature

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

**EXHIBIT II**  
**HOURLY RATES**

1. Senior Engineer.....\$ \_\_\_\_\_
2. Graduate Engineer.....\$ \_\_\_\_\_
3. Technician.....\$ \_\_\_\_\_
4. Secretary/Clerical.....\$ \_\_\_\_\_
5. Expert Witness Testimony.....\$ \_\_\_\_\_

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

**EXHIBIT IV**

**PRODUCTION SCHEDULE**

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

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

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

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

## EXHIBIT VI

### EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.



## EXHIBIT VII

### INSURANCE REQUIREMENTS

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

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

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

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

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

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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

**APPENDIX B**

**ENGINEER'S QUALIFICATIONS STATEMENT**

## PROFESSIONAL SURVEY SERVICES

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Bob Daigh  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider authorizing advertising and setting date of July 8, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL SURVEY SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS, RFQ# 11WCRFQ1008.

##### Background

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#### Fiscal Impact

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

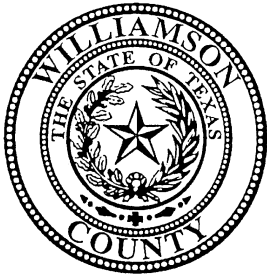
Link: [Survey RFQ](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 06/09/2011 08:57 AM  
Final Approval Date: 06/09/2011

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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 QUALIFICATIONS (RFQ)

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### PROFESSIONAL SURVEY SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS

RFQ NUMBER: 11WCRFQ1008

INITIAL RFQ SUBMITTALS TO BE RECEIVED ON OR BEFORE:  
July 8, 2011 – 3:00 PM

SUBMITTALS WILL BE PUBLICLY ACKNOWLEDGED: July 8, 2011 – 3:00 PM

*Due to an open-ended deadline, RFQ submittals will be accepted after the initial July 8, 2011 date. This will allow vendors to be evaluated and added to the prequalified list at any time. To make the list, evaluations will be completed, with vendor recommendations then to be brought in front of the Williamson County Commissioners Court for final approval. Please note that the evaluation/approval process may take several weeks and no vendor will be considered prequalified until receiving Commissioners Court approval. This RFQ will stay open until Williamson County determines to close it.*

### Overview

Williamson County, an Affirmative Action and Equal Opportunity Employer, proposes to design and construct improvements to the County Road System, the State Highway System and other County Facilities. New projects will include reconstructions and expansion of existing County Roads and State Highways. New location for major arterials included in the Williamson County Multi-Corridor Transportation Plan may also be considered. All work will be performed on behalf of Williamson County and will be in compliance with all of the County's standards, procedures, and protocols.

The proposed work would include ***survey (standard, aerial, and/or sub-surface mapping) services.***

## **Section 1:**

### **Qualifications Desired**

Demonstrated competence and qualifications will be a major consideration in the evaluation process. In your Request for Qualifications (RFQ) submittal, please provide information about your firm, also include a list of three (3) business references and be sure to include name, address, contact name, e-mail address (if available), phone and fax numbers.

### **Scope**

Responding to this RFQ with qualifications allows vendors to provide survey services on a project-by-project basis. To be considered, a provider (or sub-provider(s) proposed on a team) may utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. **If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 50% of the actual contract work.**

Any or all of the following TxDOT pre-certified work categories may be considered in evaluating firm qualifications: 15.1 Right of Way Surveys; 15.1.1 Survey; 15.1.2 Parcel Plats; 15.1.3 Legal Descriptions; 15.1.4 Right of Way Maps; 15.2.1 Design and Construction Survey; 15.3.1 Aerial Mapping; 15.4.1 Horizontal and Vertical Control for Aerial Mapping; 15.5.1 State Land Surveying.

Providers will be evaluated from statements of qualifications including staff capability/experience and similar project related experience of the proposed project manager(s) and team members, if a team is proposed.

## **Format for Submittal of Qualifications**

Please limit the Request for Qualifications submittal to twelve (12) 8 ½" x 11" pages, 12-pitch font size, and single-sided. The RFQ submittal should include:

- ❖ an organizational chart containing the names, addresses, telephone, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category;
- ❖ the confirmation agreement of proposed team individuals to perform the identified contract responsibilities if the team is selected;
- ❖ the prime provider's proposed project manager(s) and key personnel proposed;
- ❖ the team or firm capabilities;
- ❖ special project related experience;
- ❖ project related experience performed since TxDOT pre-certification;
- ❖ other pertinent information addressed in the notice, including references for related projects. References must include client contract information (address, telephone, name, and fax number).
- ❖ supporting attachments and/or appendices (related cover/title page, project graphics, resumes, and Williamson County Conflict of Interest Statement) are not included in the twelve-page limit, **but should be conservative in their inclusion.**
- ❖ using the least amount of plastic/laminate or other non-recyclable binding materials.

## **Contacts**

Any questions, clarifications or requests for general information should be directed to:

### **Purchasing Questions**

Jonathan Harris  
Williamson County Purchasing Dept.  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626  
(512) 943-1692  
joharris@wilco.org

### **Technical Questions**

Michael J. Weaver  
Prime Strategies  
1508 S. Lamar Blvd  
Austin, Texas 78704  
(512) 445-7074  
mike@primestrategies.net

## **Evaluation Criteria**

Request for Qualifications submittals will be ranked according to the criteria outlined below. A list of pre-qualified firms will be provided to the County Commissioners Court. Awarding of future contracts will be made by the Williamson County Commissioners Court.

<b><u>Criteria</u></b>	<b><u>Points</u></b>
References	40
Performance and Qualifications	60

## **Submittal of RFQ Response**

One (1) original RFQ response and four (4) copies must be submitted. The responses must be marked "original" and "copy". One (1) PDF electronic copy of the entire RFQ must be submitted on a CD in the sealed envelope with the original hard copy of the RFQ response.

**All copies must have the same attachments as the original.** Please incorporate the least amount of plastic/laminate or other non-recyclable binding materials.

Qualifications must be submitted in a sealed envelope clearly marked **PROFESSIONAL SURVEY SERVICES FOR VARIOUS COUNTY ROADWAY & OTHER FACILITY PROJECTS**, and the RFQ number, **11WCRFQ1008**. If an overnight delivery service is used, the RFQ name and number must be clearly marked on the outside of the delivery service envelope. RFQ response must be addressed to **Williamson County Purchasing Department, Williamson County Inner Loop Annex, Attn: Jonathan Harris, 301 SE Inner Loop - Suite 106, Georgetown, Texas 78626**.

By submitting the RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

#### **Location Directions**

Please see **page 5** of this document for a map and directions to the Williamson County Inner Loop Annex.

#### **Williamson County Conflict of Interest Statement**

On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit, Williamson County Conflict of Interest Statement, can be found on **Page 6** of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.



# 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

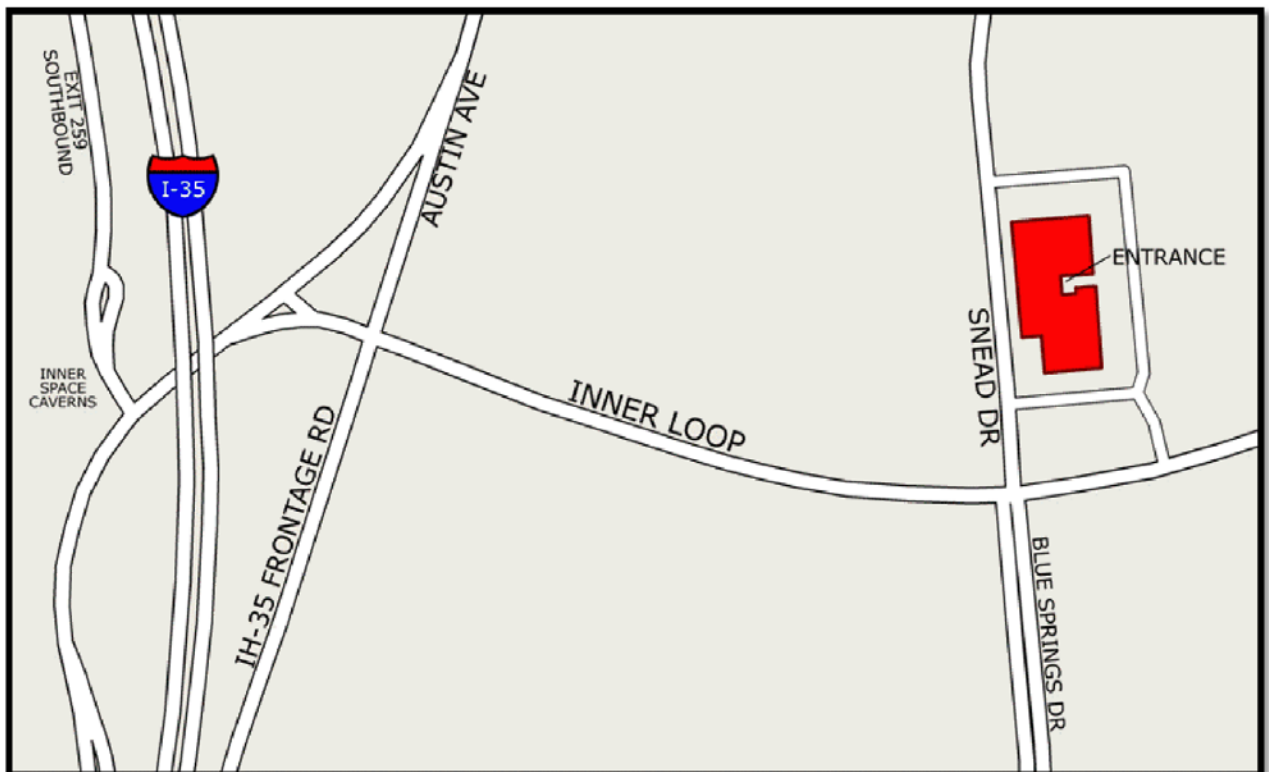
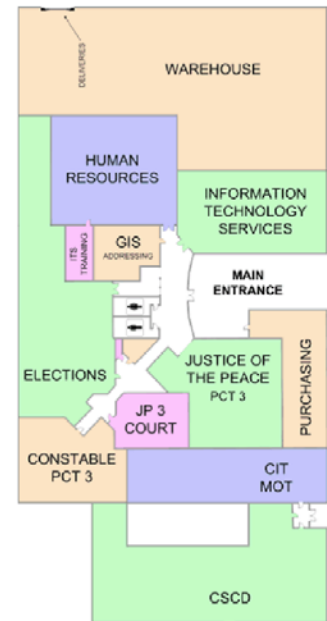
At stop sign, go left under the overpass

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

**INNER LOOP ANNEX FLOOR PLAN**





## 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)**

## **CONTRACT DOCUMENT**

Starting on the following page is a sample Professional Services Agreement (PSA), being provided at this time simply for review. If a contractor is approved for prequalification and is chosen from the prequalification list to provide their services to the County, at that time it will be required that a PSA be completed between the contractor and the County.

The only anticipated changes in the PSA contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed contract will be substantively and substantially derived from the attached contract, each contractor is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract.

# **PROFESSIONAL SERVICES AGREEMENT**

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- A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.
- B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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

### **Section III Fee schedule**

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

### **Section IV Period of Service**

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within \_\_\_\_\_ calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or



more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

## Section V

### Coordination with the County

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

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

## **Section VI**

### **Review of Work Product**

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

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

## **Section VII**

### **Revision to Work Product**

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

## **Section VIII**

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

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

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

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor

any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

## Section IX

### Ownership of Documents

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

## Section X

### Maintenance of and Right of Access to Records

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

- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## Section XI Miscellaneous

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

- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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



- M. **Definition of Engineer.** The term “**Engineer**” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
  
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
  
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
  
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a \_\_\_\_\_, duly authorized to transact and do business in the State of Texas.
  
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
  
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
  
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
  
- T. **Interest and Late Payments.** **County’s** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor’s receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County’s** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

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

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

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

THE ENGINEER:

[Insert Company Name *HERE*]

WILLIAMSON COUNTY:

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

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

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

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

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

Reviewed as to Form By:

\_\_\_\_\_  
Legal Advisor to the Williamson  
County Commissioners Court

Funds Verified By:

\_\_\_\_\_  
County Contracts  
Management Auditor

## EXHIBIT I

### COMPENSATION FOR PROFESSIONAL SERVICES

#### ACTUAL COST OF SERVICES METHOD

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

#### **SECTION 1 - BASIS FOR COMPENSATION**

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$\_\_\_\_\_.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

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

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

#### **SECTION 3 – WORK AUTHORIZATIONS**

3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from

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

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

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

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

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

- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).

**ATTACHMENT A**  
**WORK AUTHORIZATION NO. \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and \_\_\_\_\_ (*the "Engineer"*).

**Part1.** The *Engineer* will provide the following engineering services:

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

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

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

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

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

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

ENGINEER:

[Insert Company Name HERE]

COUNTY:

Williamson County, Texas

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

Signature

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

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

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

Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule



**EXHIBIT II**  
**HOURLY RATES**

1. Senior Engineer.....\$\_\_\_\_\_
2. Graduate Engineer.....\$\_\_\_\_\_
3. Technician.....\$\_\_\_\_\_
4. Secretary/Clerical.....\$\_\_\_\_\_
5. Expert Witness Testimony.....\$\_\_\_\_\_

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

**EXHIBIT IV**

**PRODUCTION SCHEDULE**

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

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

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

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

## EXHIBIT VI

### EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

## EXHIBIT VII

### INSURANCE REQUIREMENTS

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

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

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

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

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

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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



**APPENDIX B**

**ENGINEER'S QUALIFICATIONS STATEMENT**

**restricting sale or use of fireworks**  
**Commissioners Court - Regular Session**

**Date:** 06/14/2011  
**Submitted By:** Inky Chandler, Information Technology  
**Submitted For:** Hal Hawes  
**Department:** County Judge  
**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss and consider current weather conditions in Williamson County and measures, such as a declaration of a local state of disaster, that may be taken to restrict the sale or use of fireworks in Williamson County should current drought conditions continue or worsen.

**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: Inky Chandler  
Started On: 06/10/2011 11:27 AM  
Final Approval Date: 06/10/2011

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## Real Estate

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**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 of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

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

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

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

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

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

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

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

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

p) Discuss proposed Avery Station RID.

q) Discuss proposed acquisition of drainage easements along CR 138.

**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: 06/09/2011 09:56 AM  
Final Approval Date: 06/09/2011

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## **Discuss and take appropriate action on real estate Commissioners Court - Regular Session**

**Date:** 06/14/2011  
**Submitted By:** Inky Chandler, Information Technology  
**Submitted For:** Hal Hawes  
**Department:** County Judge  
**Agenda Category:** Executive Session

---

### **Information**

#### **Agenda Item**

Discuss and take appropriate action on real estate matters.

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

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

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

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

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

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

- l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- p) Discuss proposed Avery Station RID.
- q) Discuss proposed acquisition of drainage easements along CR 138.

**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: Inky  
Chandler

Started On: 06/10/2011 11:20  
AM

Final Approval Date: 06/10/2011

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## pending or contemplated litigation settlements

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**Submitted By:** Inky Chandler, Information Technology  
**Submitted For:** Hal Hawes  
**Department:** County Judge  
**Agenda Category:** Executive Session

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#### Information

##### Agenda Item

Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following: a) 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) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division; j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division k) Employment related matters. l) Other confidential attorney-client matters, including contracts.

##### 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: Inky  
Chandler

Started On: 06/10/2011 11:14  
AM

Final Approval Date: 06/10/2011

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**action settlement matters etc****Commissioners Court - Regular Session**

**Date:** 06/14/2011  
**Submitted By:** Inky Chandler, Information Technology  
**Submitted For:** Hal Hawes  
**Department:** County Judge  
**Agenda Category:** Executive Session

**Information****Agenda Item**

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) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division; j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division k) Employment related matters. l) Other confidential attorney-client matters, including contracts.

**Background****Fiscal Impact**

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

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Inky  
Chandler

Started On: 06/10/2011 11:17  
AM

Final Approval Date: 06/10/2011

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## Hawes Land Lease

### Commissioners Court - Regular Session

**Date:** 06/14/2011  
**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 possible execution of land leases for communication towers pursuant to VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property.

##### 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: 06/09/2011 11:22 AM  
Final Approval Date: 06/09/2011

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## Comments from Commissioners

### Commissioners Court - Regular Session

Date: 06/14/2011

Submitted By: Inky Chandler, Information Technology

Department: Information Technology

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#### Information

##### Agenda Item

Comments from the Commissioners.

##### 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: Inky  
Chandler

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