

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**JULY 26TH, 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 – 25 )

5. Discuss and consider approving a line item transfer for the Human Resources Department

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
FROM	0100.0402.004310	Advertising & Legal Notices	\$13,800		
TO	0100.0402.004100	Professional Services	\$13,800		

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0475-004350	Printed Materials and Bindings	\$180.00		<input type="checkbox"/>
To	0100-0475-003900	Membership Dues	\$180.00		<input type="checkbox"/>

7. Discuss and consider approving a line item transfer for Mobile Outreach Team

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0341-004101	Collection Fees	\$2,000.00		<input type="checkbox"/>
To	0100-0341-003301	Gasoline	\$2,000.00		<input type="checkbox"/>

8. Discuss and consider approving a line item transfer for Non Departmental.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0409.004998	Contingencies	5471.00		<input type="checkbox"/>
To	0100.0409.005000	Capital Outlay >5K	5471.00		<input type="checkbox"/>

9. Discuss and consider approving a line item transfer for Non Departmental

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004998	Non Dept/Contingencies	\$615.72		<input type="checkbox"/>
To	0100-0409-004310	Non Dept/Advertising	\$615.72		<input type="checkbox"/>

10. Discuss and consider a line item transfer for Emergency Management.

11. Discuss and consider approving a line item transfer for the Taylor Yard Recycling Center.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0660.004543	Repairs to Equipment	\$1000		<input type="checkbox"/>
To	0100.0660.004510	Facility Maint. & Repair	\$1000		<input type="checkbox"/>

12. Consider accepting and noting in the minutes 4.5 hours of continuing education for Commissioner Cynthia Long from Texas Conference of Urban Counties.

transfer, auction, donation, destruction, or trade-in.

14. Discuss and consider approving waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector
15. Accept and enter into the official minutes of the Williamson County Commissioners Court the following required annual certification from the County Treasurers Association of Texas, the 2010 Certificate of Compliance, Continuing Education as established by section 83.003 of the Texas Local Government Code, "Continuing Education" for Vivian L. Wood, Williamson County Treasurer.
16. Accept and enter into the official minutes of the Williamson County Commissioners Court the following required annual certification from the County Treasurers Association of Texas, the 2010 Assistant County Treasurer Certification Continuing Education as established by section 83.003 of the Texas Local Government Code, Continuing Education for Kathy Kohutek, First Assistant Treasurer.
17. Consider approving the Treasurer's Report on the Williamson County Finances for June 2011.
18. Discuss and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas to Lannie Delery.
19. Discuss and consider preliminary approval of Teravista, Section 4, Pct. 4.
20. Discuss and consider approval of final plat for Sonterra West Section 8-B (Pct. 3)
21. Discuss and consider re-approval of preliminary plat of Bridle Gate (Pct. 2)
22. Discuss and consider approval for the final plats of Hines Ranches (Pct. #3)
23. Discuss and consider approval for the final plat of The Ranch at Florence (Pct. #3)
24. Discuss and take appropriate action regarding Agreement with Granger Volunteer Fire Dept for year 2010/2011.
25. Discuss and take appropriate action regarding a line item transfer for the County Judge's office.

## **REGULAR AGENDA**

26. Hear presentation and receive trophy from the Hill Country Cricket Association (HCCA) Board of Directors
27. Discuss and take appropriate action regarding resolution recognizing Parks Director Jim Rodgers.
28. Discuss and take appropriate action regarding appointing an Interim Sr Dir of Parks and Recreation.

- 29.** Hear an update and take appropriate action on the Public Safety Technology Program.
- 30.** Discuss and take appropriate action on road bond program.
- 31.** Consider approving Change Order No. 4 in the amount of \$17,706.17 for CR 104 Phase 2, a Road Bond Project in Precinct Three.
- 32.** Consider approving Change Order No. 2 in the amount of -\$26,176.60 for Second Street Roadway Improvements, a Road Bond Project in Precinct Four.
- 33.** Consider approving Change Order No. 2 in the amount of -\$94,751.66 for Hero Way, a Road Bond Project in Precinct Two.
- 34.** Consider approving Change Order No. 1 in the amount \$100,915.00 for Second Street Roadway Improvements, a Road Bond Project in Precinct Four.
- 35.** Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Shipman/Parcel 115)
- 36.** Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Shipman/Parcel 116B)
- 37.** Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Shipman/Parcel 116C)
- 38.** Consider authorizing the County Judge to execute a letter agreement with Edward and Sandra Knoll regarding a drainage easement needed on CR 138.
- 39.** Consider authorizing the County Judge to execute a letter agreement with John Noren regarding Crop Damages on Hwy 79. (Parcel 26/Weiss)
- 40.** Discuss and take appropriate action regarding correction of prior service credit granted for employee of Constable, Pct #2 office.
- 41.** Discuss and take appropriate action regarding an amendment to the 2010 - 2011 Williamson County Wellness Program.
- 42.** Discuss and take appropriate action regarding update to Commissioners Court by Elections Administrator regarding Vote Centers, House Bill 2194, and equipment purchase availability from vendor Election Systems & Software, Inc. (ES&S) for more iVotronic DREs.
- 43.** Consider approving the renewal of existing FY 2011 property lease between Williamson County and Williamson County CSCD, which houses the Central Texas Treatment Center, for FY2012.



45. Discuss and take appropriate action on Redistricting and the proposed Commissioner, JP, and Constable Precinct boundaries.
46. Discuss and consider approval of Engagement Agreement between Williamson County and Sheets and Crossfield, P.C. for the representation of the Williamson County CDBG office with regards to the Habitat for Humanity Land Acquisition project.
47. Discuss and consider approving public assistance contracts for FY11/12.
48. Discuss and consider approving the 2011-2012 DFPS contract.
49. Discuss and take appropriate action to authorize county judge to execute Amendment Number 1 to the Intergovernmental Cooperative Reimbursement Agreement Between the Texas Commission on Environmental Quality (TCEQ) and Williamson County.
50. Discuss and consider approving the Williamson County Auditor's Office to conduct and report on the financial status of ESD #10, and to charge the ESD approximately \$1,000 for costs incurred as required by the Health and Safety Code 775.082.
51. Consider awarding bids received for Water Quality Ponds for RM 2338, bid# 11WC914, to the lowest and best bidder- Smith Contracting Co., Inc.
52. Consider authorizing advertising and setting date of August 23, 2011 at 2PM in the Purchasing Department to receive proposals for Health Related Services - Voluntary Disability Program for Williamson County Employment Benefits Administration
53. Discuss and take appropriate action on approving a floor plan in relation to the remodel of the Williamson County Tax-Assessor Collector's Office in Georgetown, Texas.

#### **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)."***

54. 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

Williamson County Extension to 11100.

- 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 Chandler IIIA.
- 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 FM 1460.
- p) Discuss proposed acquisition of drainage easements along CR 138.

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

by Employment related matters.

l) Other confidential attorney-client matters, including contracts.

**56.** Discuss and take appropriate action on real estate.

**57.** 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.

**58.** Comments from Commission.

**59.** Recess until 1:00 P.M.

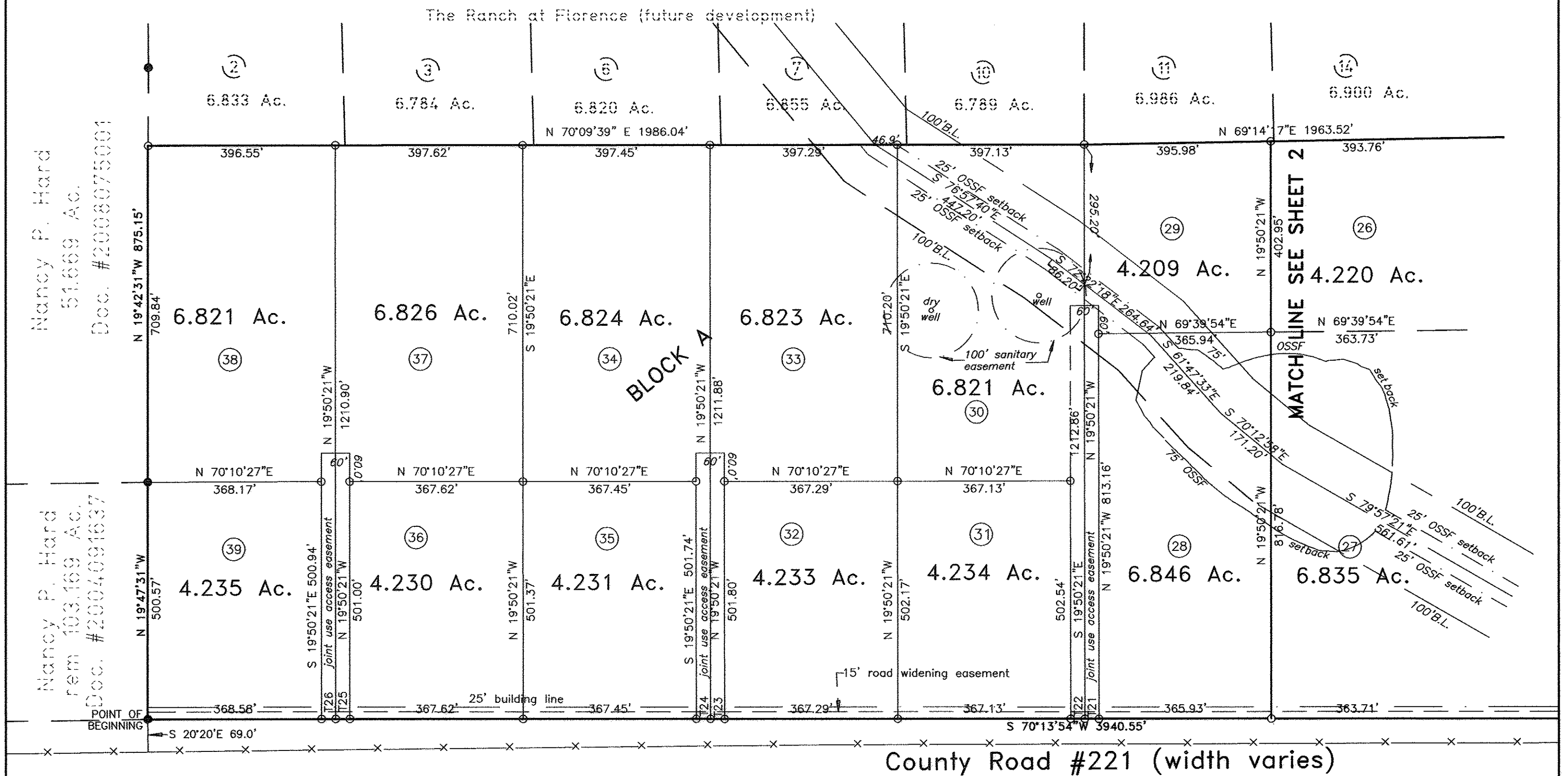
Hear from Departments regarding Budget Recommendations.

---

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.

# Hines Ranch Williamson County, Texas



## FIELD NOTES FOR 110.553 ACRES

All that certain tract or parcel of land situated in the George Patillo Survey, A-505 in Williamson County, Texas and being a part of that 221.106 acre tract of land, designated as Tract 2, conveyed to Hines Land and Cattle Company, Ltd. in Document No. 2010057047 of the Official Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found on the Northwest line of County Road #221, in the East corner of the remainder of a 103.169 acre tract of land conveyed to N.P. Hard in Document No. 2004091637 of the above mentioned Official Records, and the South corner of the above mentioned 221.106 acre tract, for the South corner of this tract.

THENCE N 19°47'31" W with the Southwest line of the said 60 acre tract 500.57 feet to an iron pin found in a reentrant corner of the above mentioned 103.169 acre tract and the East corner of a 51.669 acre tract conveyed to N.P. Hard in Document No. 2008075001 of the said Official Records for an angle point of the said 221.106 acre tract and an angle point of this tract.

THENCE N 19°42'31" W with the Southwest line of the said 221.106 acre tract 709.84 feet to an iron pin set for the West corner of this tract.

THENCE N 70°09'39" E 1986.04 feet to an iron pin set for an angle point of this tract.

THENCE N 69°14'17" E 1963.52 feet to an iron pin set on the Northeast line of the said 221.106 acre tract and the Southwest line of Lot 10 of Florence Oaks Estates, a subdivision recorded in Cabinet B, Slide 277 of the Plat Records of Williamson County, Texas for the North corner of this tract.

THENCE S 19°18'52" E with the Northeast line of the said 221.106 acre tract 101.73 feet to an iron pin found in the South corner of the above mentioned Lot 10 and the West corner of Lot 11 for an angle point of the said 221.106 acre tract and an angle point of this tract.

THENCE S 19°20'45" E 1145.22 feet to a iron pin set on the Northwest line of County Road #221 for the East corner of the said 221.106 acre tract and the East corner of this tract from which iron pin an iron pin found in the South corner of the above mentioned Lot 11 bears S 19°20'45" E 7.49 feet.

THENCE S 70°13'54" W 3940.55 feet to the POINT OF BEGINNING containing 110.553 acres, more or less.

STATE OF TEXAS  
COUNTY OF TRAVIS

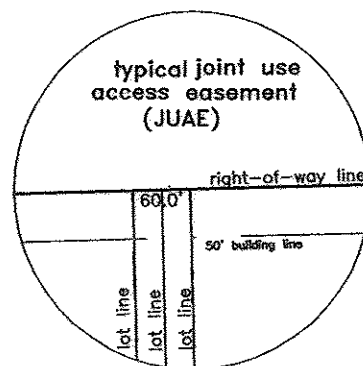
I, Claude F. Hinkle, Jr. a REGISTERED PROFESSIONAL LAND SURVEYOR, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat complies with the surveying related portions of the subdivision regulations of Williamson County, Texas and is true and correct to the best of my knowledge. All monuments were properly placed in accordance with an actual on-the-ground survey of the property made under my direction and supervision.

AUSTIN SURVEYORS  
P.O. BOX 180243  
AUSTIN, TEXAS 78718



Claude F. Hinkle, Jr. Date  
Registered Professional Land Surveyor No. 4629

JUL 14 2011

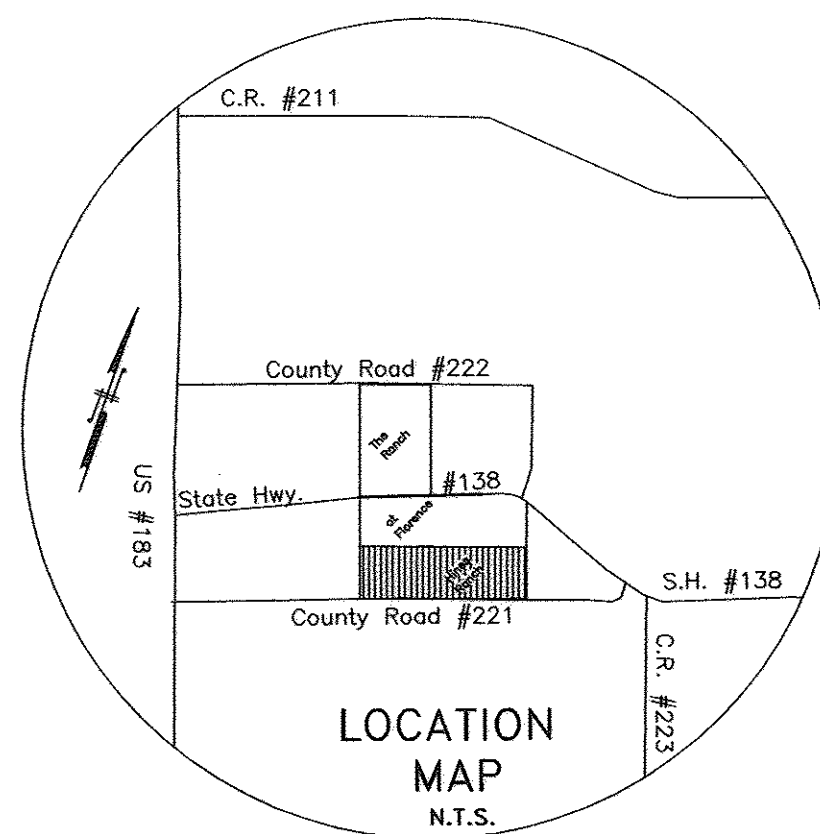


Course	Bearing	Distance
T17	S 70°13'54" W	30.00'
T18	S 70°13'54" W	30.00'
T19	S 70°13'54" W	30.00'
T20	S 70°13'54" W	30.00'
T21	S 70°13'54" W	30.00'
T22	S 70°13'54" W	30.00'
T23	S 70°13'54" W	30.00'
T24	S 70°13'54" W	30.00'
T25	S 70°13'54" W	30.00'
T26	S 70°13'54" W	30.00'

SCALE 1" = 200'  
bearing basis Grid North

## LEGEND

- Iron pin set
- Iron pin found
- Concrete monument set
- Concrete monument found



## Hines Ranch

OWNER: Hines Land and Cattle Company, Ltd.  
700 Austin Hines Drive  
China Spring, Texas 78633  
Phone: (254) 836-4000 (bus)  
(254) 836-4175 (fax)

ACREAGE: 110.553  
SURVEY: George Patillo Survey, A-505  
NUMBER OF BLOCKS: 1  
NUMBER OF LOTS: 20  
LINEAR FEET OF NEW STREETS: 0

SURVEYOR: Austin Surveyors, Inc.  
2105 Justin Lane  
Suite 103  
Austin, Texas 78757  
Phone: (512) 454-6605

## NOTES:

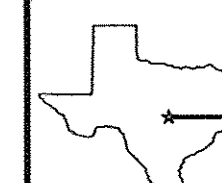
There is a 10 foot wide public utility easement along all perimeter lines and public rights-of-way. There is a 10 foot wide public utility easement along both sides of the side and back lot lines

No portion of this subdivision lies within the 100-year flood plain as set out on map number 48491C0075E dated 26 September 2008. This tract is not located in the Edwards Aquifer Recharge Zone.

Sewer service for all tracts will be provided by OSSF.  
Water service for this subdivision will be provided by Chisholm Trail S.U.D.

Sheet 1 of 2

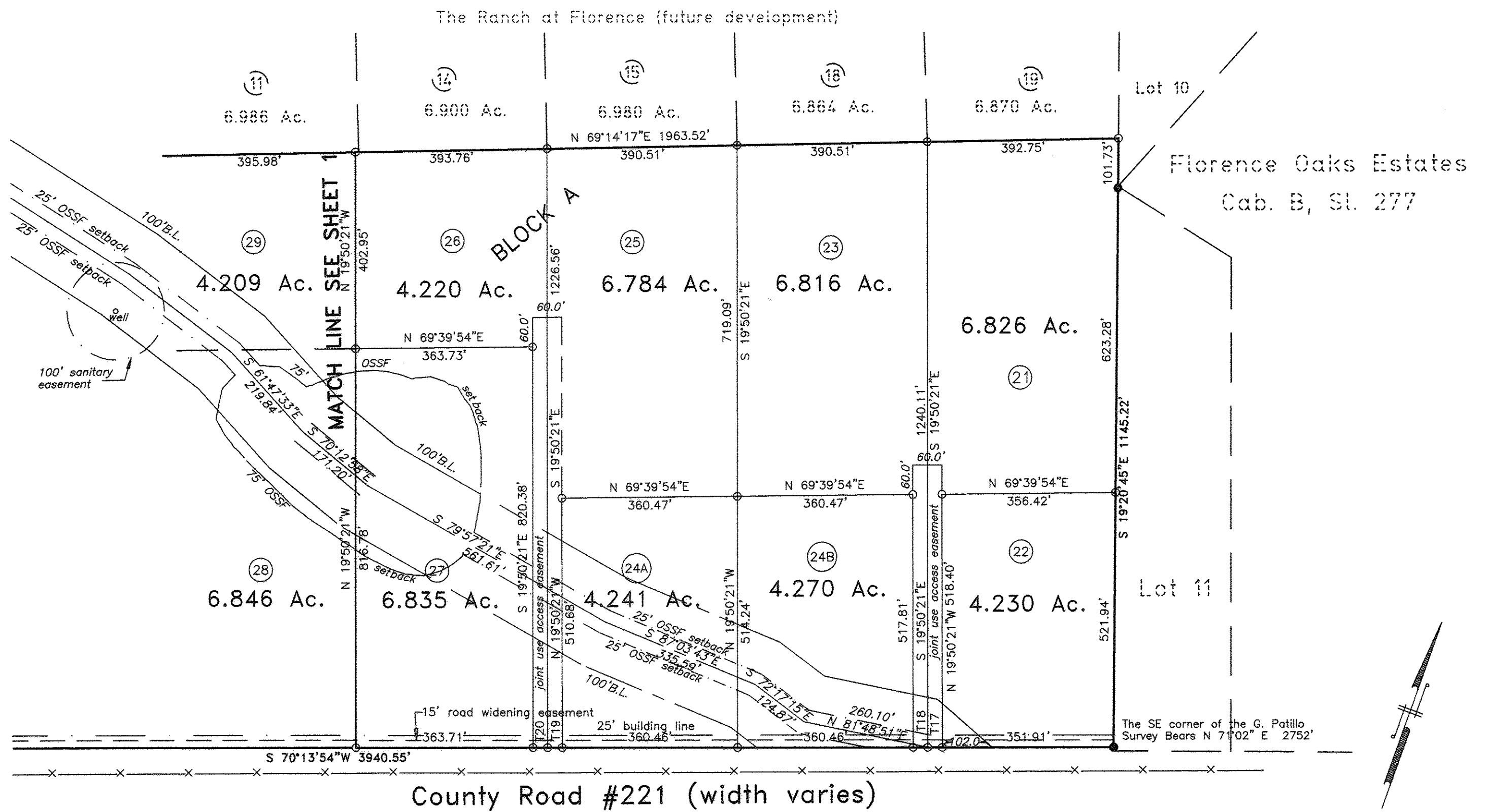
File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" = 200'	Revised: 08 Jul 11 comments



AUSTIN SURVEYORS  
2105 Justin Lane #103  
Austin, Texas 78757  
512-454-6605

# Hines Ranch

## Williamson County, Texas



SCALE 1" = 200'  
bearing basis Grid North

### LEGEND

- Iron pin set
- Iron pin found
- Concrete monument set
- Concrete monument found

§ THE STATE OF TEXAS §  
§ THE COUNTY OF MCLENNAN §

KNOW ALL MEN BY THESE PRESENTS:

THAT Hines Land and Cattle Company, Ltd., acting herein by and through its Partner Kash Hines, owner of 110,553 acres of land in the George Patillo Survey, A-505, situated in Williamson County, Texas, as conveyed by deed recorded as Document No. 2010057047 of the Official Public Records of Williamson County, Texas, do hereby subdivide the said 110,553 acres in accordance with the attached map or plat, to be known as

### HINES RANCH

and do hereby dedicate to the public the use of all easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. It is the responsibility of the owner to assure compliance with the provisions of all applicable state, federal, and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, state Aquifer Regulations, and Municipal Watershed ordinances.

WITNESS MY HAND this the 14 day of July, 2011 A.D.

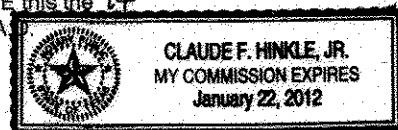
Kash Hines, Partner  
Hines Land and Cattle Company, Ltd.

THE STATE OF TEXAS

This instrument was acknowledged before me on the 14 day of July, 2011 A.D. by Kash Hines

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of July, 2011 A.D.

Notary Public



Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and the Williamson County On-Site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Steve Gilmer, R.S. OS6592  
For Executive Director of the WCCHD

14 July 2011  
Date

Road name and address assignments verified this the 14 day of July, 2011 A.D.

Williamson County Addressing Coordinator

Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until a road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.  
The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvement will be responsible for the relocation and/or replacement of the improvement.

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.  
The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

All easements as shown on this plat are free of liens.

§ STATE OF TEXAS §  
§ COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS; that

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge  
Williamson County, Texas

Date

§ STATE OF TEXAS §  
§ COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS; that

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 14 day of July, 2011 A.D., at 11:17 o'clock, AM, and duly recorded this the 14 day of July, 2011 A.D., at 11:17 o'clock, AM, in the Plat Records of said County in Cabinet 117, Slide 117.

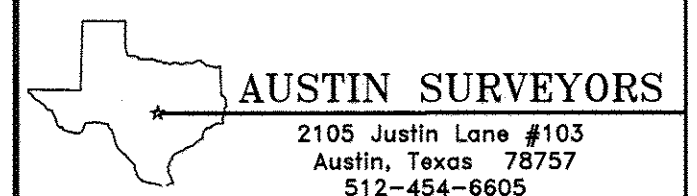
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: Deputy

Sheet 2 of 2

File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" = 200'	Revised: 08 Jul 11 comments



**Commissioners Court - Regular Session****5.****Meeting Date:** 07/26/2011

Line item transfer for the Human Resources Department

**Submitted For:** Lisa Zirkle**Submitted By:** Sally Goetz, Human Resources**Department:** Human Resources**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving a line item transfer for the Human Resources Department

**Background**

The contract to purchase the Laserfische Records Management software and implementation services was negotiated and purchased in December, 2010. During the implementation of this software product, it has been determined that the automated workflow features, including annual software support and implementation configuration and training services, should be purchased to allow for the current implementation to move towards a fully automated process. Upon approval of this line item transfer, we will be able to continue with this implementation project to streamline and automate our records management processes.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0100.0402.004310	Advertising & Legal Notices	\$13,800	
TO	0100.0402.004100	Professional Services	\$13,800	

---

**Attachments****Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/18/2011 09:48 AM
Human Resources (Originator)	Sally Goetz	07/18/2011 11:46 AM
Budget	Ashlie Koenig	07/20/2011 03:13 PM
Form Started By: Sally Goetz		Started On: 07/14/2011 02:23 PM
	Final Approval Date: 07/20/2011	

---

## STATEMENT OF WORK

---

*\*Please check all boxes below for options desired.*

	Quantity	Cost	DIR-SDD-980	Total
<b><u>ANNUAL SOFTWARE SUPPORT - BASIC LSAP</u></b>				
<input checked="" type="checkbox"/> First Year Managed Services for Workflow *not to exceed 45 hours	1	\$4,500.00	\$4,273.65	\$4,273.65
<b><i>Annual Support Total</i></b>				<b><i>\$4,273.65</i></b>
<i>For budgetary purposes, the Client should include \$5062.50 in annual budget for renewal of LSAP and Managed Services of the above quoted software.</i>				
<b><u>MCCi PROFESSIONAL SERVICES</u></b>				
<input checked="" type="checkbox"/> Workflow Configuration and Training	1	\$9,800.00	\$9,432.50	\$9,432.50
<b><i>Total Project Cost</i></b>				<b><i>\$13,706.15</i></b>

### PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced and billed upon completion of installation. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice.



---

## STATEMENT OF WORK

---

*To determine which services and products are included with your project, please refer to the Statement of Work above.*

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

### *WORKFLOW CONFIGURATION TRAINING*

MCCi will work with the Client to configure a single defined process based on an agreed upon Measurement of Success (MOS).

#### *Client Deliverables*

- Provide MCCi with a mapped out/narrative of specified business process
- Define each resource and activity of the business process
- Define the Measurement of Success in conjunction with MCCi
- Appointment of Workflow Configuration Administrator
- Metadata requirements
- Sample reports from this process
- IT resources
- Test Database

#### *MCCi Deliverables*

- Up to 2 days onsite with an MCCi Project Manager
- Install and integrate Laserfiche Workflow with current Laserfiche system
- MCCi project manager to collaboratively identify the MOS
- Workflow process based on defined MOS
- Define and set up metadata structure to support the specified workflow process
- Offer best practices in security to support the specified workflow process
- Project Management services up until MOS signoff
- Workflow Managed Services for up to 30 days past MOS signoff date
- Workflow Configuration Administrator Training
- Workflow definitions report – initial and editable draft

Measurement of Success (MOS): Based on MCCi's experience, a pre-requisite for providing and/or receiving consulting services is to jointly define an attainable MOS. The MOS is intended to address the desired outcome of the workflow configuration and will be based primarily on the defined resources/activities provided by the client. A typical initial workflow configuration falls within scope listed below. If these levels are exceeded the business process will be broken down to stay within the scope of services to be offered herein.

Process Symbols	Maximum of 10
Decision Gateways	Maximum of 10
Interaction with external data sources	None <i>Interaction with external data sources is not funded through this package</i>
Document instance per process action	1 <i>Bulk processing is not funded through this package</i>



---

## STATEMENT OF WORK

---

Custom Scripts	None <i>Custom Scripts are not funded through this package. Workflow process must lend itself to configuration within the Laserfiche Routing, Laserfiche Activities and General Activities of the Workflow Designer Toolbox.</i>
----------------	---

MCCi's Laserfiche Workflow Configuration Training service is designed to be highly collaborative. The primary end goal is for the client to have a trained Workflow Configuration Administrator and an initial business process (or one portion of a complex process) configured based on the defined MOS. As a prerequisite, the client's Workflow Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow configurations, including any modifications needed to the configuration of the specified business process.

### *WORKFLOW MANAGED SERVICES*

MCCi 's Workflow Managed Services package is a post-implementation service, and is designed to assist the client's Workflow Configuration Administrator with ongoing consulting and configuration needs.

Workflow Managed Services may be used for the following:

- Additional Workflow Set Up Consultation – MCCi continues to consult and make recommendations on best practices for modifying existing / creating new workflow configurations.
- Additional Remote Training – MCCi offers additional training for the client's Workflow Configuration Administrator. This is ideal for refresher training, as well as for new personnel in the event of turnover.
- Ongoing Security Consultation – Laserfiche security plays a much larger role when business processes are being automated by Laserfiche Workflow. MCCi assists the client's Security and Workflow Configuration Administrators to offer security best practices to align with workflow configurations.
- Leveraging existing system(s) – MCCi will help identify more efficient ways of utilizing the Laserfiche product suite, as well as how to leverage other systems and the related data contained therein.
- Meta-data consultation – Various meta-data objects must be created/modified to match up with specific workflow needs. MCCi will consult and help identify meta-data needs.
- Expiration & Additional Services - MCCi's Managed Services is an annual package and will expire on the same date as your SAP plan. Not to exceed The service can also be adjusted for any additional hours needed.
- Remote Access Support – Managed Services are delivered remotely. Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.

**Commissioners Court - Regular Session****6.****Meeting Date:** 07/26/2011

Line Item Transfer

**Submitted For:** Vicki Vickers**Submitted By:** Vicki Vickers, County Attorney**Department:** County Attorney**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving a Line Item Transfer for the County Attorney's Office.

**Background**

Additional money is needed to pay for TDCAA memberships.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-004350	Printed Materials and Bindings	\$180.00	
To	0100-0475-003900	Membership Dues	\$180.00	

---

**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/18/2011 09:48 AM
Budget	Ashlie Koenig	07/20/2011 03:13 PM
Form Started By: Vicki Vickers		Started On: 07/14/2011 02:44 PM
	Final Approval Date: 07/20/2011	

**Commissioners Court - Regular Session****7.****Meeting Date:** 07/26/2011

Gasoline Line Item transfer - Mobile Outreach

**Submitted For:** Annie Burwell**Submitted By:**Jeanne Williby,  
Outreach**Department:** Outreach**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving a line item transfer for Mobile Outreach Team

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0341-004101	Collection Fees	\$2,000.00	
To	0100-0341-003301	Gasoline	\$2,000.00	

**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/18/2011 09:48 AM
Outreach (Originator)	Jeanne Williby	07/18/2011 11:15 AM
Budget	Ashlie Koenig	07/20/2011 03:13 PM
Form Started By: Jeanne Williby		Started On: 07/15/2011 03:45 PM
	Final Approval Date: 07/20/2011	

**Commissioners Court - Regular Session****8.****Meeting Date:** 07/26/2011

line item transfer

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving a line item transfer for Non Departmental.

**Background**

Transfer is to cover an invoice for professional services on the parking garage.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0409.004998	Contingencies	5471.00	
To	0100.0409.005000	Capital Outlay >5K	5471.00	

---

**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Rebecca Clemons

**Reviewed By**  
Wendy Coco

Final Approval Date: 07/21/2011

**Date**  
07/21/2011 10:07 AM  
Started On: 07/18/2011 03:27 PM

**Commissioners Court - Regular Session****9.****Meeting Date:** 07/26/2011

Line Item Transfer

**Submitted By:** Ashlie Koenig, County Judge**Department:** County Judge**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving a line item transfer for Non Departmental

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$615.72	
To	0100-0409-004310	Non Dept/Advertising	\$615.72	

**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Ashlie Koenig

**Reviewed By**  
Wendy Coco

Final Approval Date: 07/21/2011

**Date**  
07/21/2011 10:07 AM  
Started On: 07/20/2011 03:14 PM

**Commissioners Court - Regular Session****10.****Meeting Date:** 07/26/2011

Line item transfer for Emergency Management.

**Submitted By:** Jarred Thomas, Emergency Management**Department:** Emergency Management**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider a line item transfer for Emergency Management.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0541.004505	Software Maintenance	796.53	
To	0100.0541.003301	Gasoline	796.53	

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Budget	Wendy Coco	07/22/2011 02:06 PM
Form Started By: Jarred Thomas		Started On: 07/21/2011 07:11 AM
	Final Approval Date: 07/22/2011	

**Commissioners Court - Regular Session****11.****Meeting Date:** 07/26/2011

Line item transfer

**Submitted For:** Ron Morrison**Submitted By:** Linda Wipff, Commissioner  
Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving a line item transfer for the Taylor Yard Recycling Center.

**Background**

The existing air conditioning unit is not big enough to cool the space. There is no heating in this location. The line item transfer will be used for a larger air conditioning and heating unit.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0660.004543	Repairs to Equipment	\$1000	
To	0100.0660.004510	Facilty Maint. & Repair	\$1000	

---

**Form Review****Inbox**  
County Judge Exec Asst.  
Budget

Form Started By: Linda Wipff

**Reviewed By**  
Wendy Coco  
Wendy Coco

Final Approval Date: 07/22/2011

**Date**  
07/21/2011 10:07 AM  
07/22/2011 02:06 PM  
Started On: 07/20/2011 01:00 PM

**Commissioners Court - Regular Session****12.****Meeting Date:** 07/26/2011

Continuing Education Hours

**Submitted For:** Cynthia Long**Submitted By:** Grimes Kathy, Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Agenda Item**

Consider accepting and noting in the minutes 4.5 hours of continuing education for Commissioner Cynthia Long from Texas Conference of Urban Counties.

**Background**

---

**Attachments**2011 Continuing Ed**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/06/2011 09:56 AM
Form Started By: Grimes Kathy		Started On: 07/06/2011 09:28 AM
	Final Approval Date: 07/06/2011	





**Chairman**  
Commissioner  
Mike Cantrell  
*Dallas County*

**Chair Elect**  
Commissioner  
Eddie Arnold  
*Jefferson County*

**Immediate Past Chair**  
Judge  
Mike Bradford  
*Midland County*

**Vice-Chairmen**  
Comm. Tommy Adkisson  
*Bexar County*  
Comm. Bobbie Mitchell  
*Denton County*  
Judge Veronica Escobar  
*El Paso County*  
Comm. Fred Nardini  
*San Patricio County*  
Judge Dan Gattis  
*Williamson County*

**Executive Director**  
Donald Lee

**Member Counties**  
*Bell ~ Bexar*  
*Brazoria ~ Brazos*  
*Cameron ~ Chambers*  
*Collin ~ Comal*  
*Dallas ~ Denton*  
*Ector ~ El Paso*  
*Fort Bend ~ Galveston*  
*Grayson ~ Gregg*  
*Guadalupe ~ Harris*  
*Hays ~ Hidalgo*  
*Hunt ~ Jefferson*  
*Johnson ~ Kaufman*  
*Lubbock ~ McLennan*  
*Midland ~ Nueces*  
*Randall ~ Rockwall*  
*San Patricio ~ Smith*  
*Tarrant ~ Travis*  
*Webb ~ Williamson*  
*Wise*

500 West 13<sup>th</sup> Street  
Austin, TX 78701

Phone: 512.476.6174  
Fax: 512.476.5122

www.cuc.org

To: Honorable Cynthia Long, County Commissioner, Williamson County,  
Pct. 2

From: Michael Vasquez, Program Manager

Date: June 16, 2011

Re: **Confirmation of attendance for the Urban Counties  
2011 Legislative Update Series of Luncheons**

After reviewing our records for attendance for the 2011 Legislative Update Series of Luncheons, we are confirming that you are eligible for 4.5 hours of continuing education credit. Please complete the enclosed form and return it to us to claim your education credit.

2011 Urban Counties Legislative Update Series	
Wednesday, January 12 (Session began January 11)	1.5
Wednesday, February 9	
Wednesday, March 9	1.5
Wednesday, April 6	
Wednesday, April 27	1.5
Wednesday, May 18	
Thursday, June 9 (Session ended May 30)	
<b>Total Urban Counties Credit Hours</b>	<b>4.5</b>

If you believe our records to be in error, please contact me at the Urban Counties offices at (512) 476-6174 as soon as possible so that we may correct them.

In order to formally file for the education credit, we need you to complete and return the **original** credit claim form included with this letter as soon as possible. Please retain a copy for your records.

If you are not able to claim any hours for this legislative update series of luncheons, please consider adding future Urban Counties educational events to your continuing education credit planning for the interim and the next Regular Legislative Session in 2013.

**Commissioners Court - Regular Session****13.****Meeting Date:** 07/26/2011

Weekly Asset Transfers

**Submitted For:** Patrick Strittmatter**Submitted By:** Patrick Strittmatter,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Agenda Item**

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

**Background**

---

**Attachments**Asset Transfers**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Patrick Strittmatter		Started On: 07/20/2011 10:39 AM
	Final Approval Date: 07/21/2011	

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Dell Optiplex GX520 CPU with Monitors	34MXW81, 64MXW81		Working

**Parties involved:**

**FROM** (Transferor Department): County Court at Law #4 (0429)

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

**Authorized Staff:**

**Contact Person:**

John B. McMaster

Print Name

Signature

David Tristan Jr.

Print Name

+1 (512) 943-1683

Phone Number

July 13, 2011

Date

RECEIVED

**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

Tony Hill

Print Name

Signature

July 13, 2011

Date

+1 (512) 943-3314

Phone Number

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 \_\_\_\_\_

# 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	metal plat storage cabinet			
1	wood plat storage cabinet			
1	wood mail slot center			

### Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

Tony Hall

943-3314

7-8-11

RECEIVED

JUL 12 2011

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

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

Randy Bell JIM RODGERS

260-4263

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

## Forward to County Auditor's Office

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

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



# Williamson County

## Asset Status Change Form

The following asset(s) is(are) 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	green safe w/ tumbler			

### Parties involved:

FROM (Transferor Department):

Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Tony Hill

CC

Print Name

Print Name

Signature

Date

Phone Number

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

Parks

Transferee - Elected Official/Department Head/

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

Contact Person:

Randy Bell / 260-6517

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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



# Williamson County

## Vehicle Status Change Form

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

42591

1) Identify Vehicle:

1FTRX12W86KC90222

SO / 560

SB0610

Vehicle Identification Number

Department

Door Number

222768

2006

FORD

F150 XCAB

WHT

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☒ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 123,818

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print

L. C. Marshall

Signature

*[Signature]*

Date

6-27-11

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

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

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

☐ TRANSFER between county departments

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

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

☐ OTHER

Comments:

Receiving Department:

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

Print Name:

Signature and Date:

Contact name and Number:

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

☐ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

*[Signature]*

Date

7-18-11



# Williamson County

## Vehicle Status Change Form

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

1) Identify Vehicle:				
2FAFP71W35X148496		SO		SA0514
Vehicle Identification Number		Department		Door Number
215986	2005	FORD	CROWN VICTORIA	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input checked="" type="checkbox"/> Accident				
Attach: 1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input type="checkbox"/> High Mileage: List actual mileage <u>86,539</u>				
<input checked="" type="checkbox"/> Not mechanically sound <u>WRECKED</u>				
<input type="checkbox"/> Other: Explain <span style="border: 1px solid black; display: inline-block; width: 200px; height: 30px; vertical-align: middle;"></span>				
3) Elected Official/Department Head/Authorized Staff				
Print <u>LC MARSHALL</u>		Signature <u>[Signature]</u>		Date <u>4-13-11</u>

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

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments: _____
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: _____
<input type="radio"/> OTHER _____	Elected Official/Department Head/Authorized Staff or Donee-Representative: _____
	Print Name: _____
	Signature and Date: _____
	Contact name and Number: _____
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print <u>Mike Fox</u>	Signature <u>[Signature]</u> Date <u>6-27-11</u>





# Williamson County

## Vehicle Status Change Form

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

1) Identify Vehicle:		SO / 560		SB9904
1FTNF20L2XEA65861		Department		Door Number
84RRH7	1999	FORD	F250 RCAB	WHT
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach:

- 1. A Damage to County Property Incident Report
- 2. The Official Accident Report
- 3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 135,675

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print L. C. Marshall Signature [Signature] Date 6-27-11

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

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

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

☐ TRANSFER between county departments

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

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

☐ OTHER

Comments:

Receiving Department:

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

Print Name:

Signature and Date:

Contact name and Number:

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

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 6-27-11





# Williamson County

## Vehicle Status Change Form

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

1) Identify Vehicle:

1FTRX12W66KC90221

SO / 560

SB0609

Vehicle Identification Number

Department

Door Number

222767

2006

FORD

F150 XCAB

WHT

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 119,015

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print

L.C. Marshall

Signature

Date

6-27-11

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

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

☒ SALVAGE for parts / SALE at the earliest auction

☐ TRANSFER between county departments

☒ Based on Fleet's recommendation

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

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

☐ OTHER

Comments:

Receiving Department:

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

Print Name:

Signature  
and Date:

Contact name  
and Number:

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

☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

6-27-11

**Commissioners Court - Regular Session****14.****Meeting Date:** 07/26/2011

Waiver Request for Penalty &amp; Interest from Tax Assessor/Collector

**Submitted For:** Deborah Hunt**Submitted By:** Kathryn Morehouse, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approving waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector

**Background**

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

---

**Attachments**Waiver of PI Chart - new**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Kathryn Morehouse		Started On: 07/20/2011 10:09 AM
	Final Approval Date: 07/21/2011	

## Waiver Requests for 2010 Penalty & Interest

July 15, 2011

[illegible]


**Commissioners Court - Regular Session****15.****Meeting Date:** 07/26/2011

CTAT 2010 Certificate of Compliance Continuing Education Vivian L Wood

**Submitted For:** Vivian Wood**Submitted By:** Celia Villarreal, County  
Treasurer**Department:** County Treasurer**Agenda Category:** Consent

---

**Agenda Item**

Accept and enter into the official minutes of the Williamson County Commissioners Court the following required annual certification from the County Treasurers Association of Texas, the 2010 Certificate of Compliance, Continuing Education as established by section 83.003 of the Texas Local Government Code, "Continuing Education" for Vivian L. Wood, Williamson County Treasurer.

**Background**

---

**Attachments**CTAT Certificate Vivian L Wood**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Celia Villarreal		Started On: 07/20/2011 12:59 PM
	Final Approval Date: 07/21/2011	

**County Treasurers' Association of Texas  
2010 Certificate of Compliance  
Continuing Education**



**This Certifies That  
The Honorable Vivian L. Wood  
Certified County Treasurer  
Williamson County**

Successfully completed 55.5 hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code. Continuing Education.

Katherine Hudson, President  
County Treasurers' Association of Texas

Sharon L. Reynolds, Chair  
Certification and Validation Committee

**Commissioners Court - Regular Session****16.****Meeting Date:** 07/26/2011

CTAT 2010 Certification Continuing Education

**Submitted For:** Vivian Wood**Submitted By:** Celia Villarreal, County Treasurer**Department:** County Treasurer**Agenda Category:** Consent

---

**Agenda Item**

Accept and enter into the official minutes of the Williamson County Commissioners Court the following required annual certification from the County Treasurers Association of Texas, the 2010 Assistant County Treasurer Certification Continuing Education as established by section 83.003 of the Texas Local Government Code, Continuing Education for Kathy Kohutek, First Assistant Treasurer.

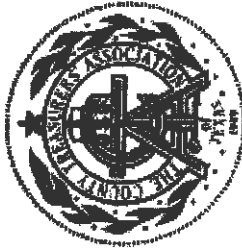
**Background**

---

**Attachments**CTAT Certification Kathy Kohutek**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Celia Villarreal		Started On: 07/20/2011 01:08 PM
	Final Approval Date: 07/21/2011	

**County Treasurers' Association of Texas  
2010 Assistant County Treasurer Certification  
Continuing Education**



**This Certifies That  
Kathy Kohutek  
Certified Assistant County Treasurer  
Williamson County**

Successfully completed 40 hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code. Continuing Education, and in accordance with the County Treasurers' Association of Texas Bylaws has earned the title 'Certified Assistant County Treasurer'.

Katherine Hudson, President  
County Treasurers' Association of Texas

Sharon L. Reynolds, Chair  
Certification and Validation Committee



**Commissioners Court - Regular Session****17.****Meeting Date:** 07/26/2011

June 2011 Treasurers Report on the Williamson County Finances

**Submitted For:** Vivian Wood**Submitted By:** Celia Villarreal, County  
Treasurer**Department:** County Treasurer**Agenda Category:** Consent

---

**Agenda Item**

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

**Background**

---

**Attachments**Treasurers Report June 2011**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Celia Villarreal		Started On: 07/21/2011 07:50 AM
	Final Approval Date: 07/21/2011	

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

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

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **JUNE 2011**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$362,259,806.99.

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

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

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

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

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

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

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

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

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

## LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance June 30, 2011
GENERAL FUND	\$ 18,999,500.00
TOBACCO FUNDS	\$ 3,200,000.00
DEBT SERVICE	\$ 7,500,000.00
ROAD & BRIDGE	\$ 6,000,000.00
CAPITAL PROJECTS FUND	\$ 56,578,612.87
<b>TOTAL</b>	<b>\$ 92,278,112.87</b>

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

<b>ACCOUNT NAME</b>	<b>TEXPOOL BALANCE 6/30/11</b>	<b>TEXPOOL PRIME BALANCE 6/30/11</b>	<b>TEXSTAR BALANCE 6/30/11</b>	<b>GRAND TOTAL</b>
COURTHOUSE SECURITY	77,626.03			77,626.03
COUNTY RMP	847,366.45			847,366.45
GENERAL FUND	37,867.49	35,272,208.01		35,310,075.50
LIBRARY FUND	604,678.51			604,678.51
COURT REPORTER SVC	685,770.43			685,770.43
TOBACCO FUNDS	8,404.23	562,341.09		570,745.32
KARST	1,654,365.92			1,654,365.92
CO RECORD ARCHIVE	406,635.49			406,635.49
TCEQ AIR CHECK GRANT	1,091,996.76			1,091,996.76
TCEQ LIP	114,997.68			114,997.68
ROAD AND BRIDGE	24,447.58	12,144,975.76		12,169,423.34
TOTAL CO'S & BOND	9,121,417.50	124,126,258.24	1,529,368.13	134,777,043.87
DEBT SERVICE	484,695.76	28,044,207.12		28,528,902.88
BENEFITS	13,147.53	98,522.73		111,670.26
2008 TAN	97,296.98	4,554,680.91		4,651,977.89
*RESTRICTED FUNDS	1,600,820.69			1,600,820.69
<b>TOTALS</b>	<b>\$ 16,871,535.03</b>	<b>\$ 204,803,193.86</b>	<b>\$ 1,529,368.13</b>	<b>\$ 223,204,097.02</b>

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

## SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation June 30, 2011	
GENERAL FUND	\$	41,243,451.91
PAYROLL	\$	4,654,604.30
CSCD TREASURER	\$	879,540.89
<hr/>		
TOTAL	\$	46,777,597.10

Bank Statement Reconciliation Report  
Ending June 30, 2011  
**GENERAL FUND ACCOUNT**

BALANCE PER BANK	\$	44,086,039.47
------------------	----	---------------

ADD:		
OUTSTANDING DEPOSITS	\$	45.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(2,842,598.43)
INVESTMENT INTEREST CORRECTION		(34.13)

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>41,243,451.91</u></b>
--------------------------------	-----------	-----------------------------

---

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	41,222,369.43
---	----	---------------

ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL JULY 2011	\$	6,386.00

SUBTRACT:		
INSUFFICIENT FUNDS CHECKS	\$	(50.00)

BANK INTEREST 0.410%	\$	14,746.48
----------------------	----	-----------

<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>41,243,451.91</u></b>
--------------------------------	-----------	-----------------------------

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
--	----	-------------

NOTES:

---

---

---

Bank Statement Reconciliation Report  
Ending June 30, 2011  
**PAYROLL FUND ACCOUNT**

BALANCE PER BANK	\$	4,656,844.39
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(937.42)
ESCROW OUTSTANDING CHECKS	\$	(1,302.67)
ADJUSTMENTS:		
	\$	

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>4,654,604.30</u></b>
--------------------------------	-----------	----------------------------

---

BOOK BALANCE	\$	4,654,604.30
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
BANK INTEREST EARNED \$696.78 at 0.410% (Payroll interest is <i>NOT</i> considered revenue by the Auditors.)		
ADJUSTMENTS:		
OUTSTANDING DEPOSIT	\$	0.00

<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>4,654,604.30</u></b>
--------------------------------	-----------	----------------------------

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
--	----	-------------

NOTES:

---

---

---

Bank Statement Reconciliation Report  
Ending June 30, 2011  
**CSCD ACCOUNT**

BALANCE PER BANK	\$	883,808.57
------------------	----	------------

ADD:		
OUTSTANDING DEPOSITS	\$	0.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(4,267.68)

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>879,540.89</u></b>
--------------------------------	-----------	--------------------------

---

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	879,255.53
---	----	------------

ADD:		
OUTSTANDING DEPOSIT	\$	0.00

SUBTRACT:		
	\$	0.00

BANK INTEREST 0.410%	\$	285.36
----------------------	----	--------

<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>879,540.89</u></b>
--------------------------------	-----------	--------------------------

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
--	----	-------------

NOTES:

---

---

---



## GENERAL FUND TOTAL REVENUES

Account Name	TOTAL June 2011
TOTAL TAXES	\$ 612,037.65
TOTAL FEES OF OFFICE	\$ 622,581.73
TOTAL FINES AND FORFEITURES	\$ 365,820.50
TOTAL CHARGES FOR SERVICES	\$ 937,920.94
TOTAL INTERGOVERNMENTAL	\$ 105,094.70
TOTAL INVESTMENT INCOME/OTHER	\$ 71,830.37
<hr/>	
<b>TOTAL REVENUES</b>	<b>\$ 2,715,285.89</b>

## GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL June 2011	
TOTAL GENERAL GOVERNMENT	\$	1,639,349.15
TOTAL PUBLIC SAFETY	\$	5,430,012.99
TOTAL JUDICIAL	\$	1,382,389.56
TOTAL COMMUNITY SERVICES	\$	549,916.31
<hr/>		
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>9,001,668.01</b>

**Commissioners Court - Regular Session****18.****Meeting Date:** 07/26/2011

Deed to Delery

**Submitted For:** Craig Morgan**Submitted By:**Hal Hawes,  
County Judge**Department:** County Judge**Agenda Category:** Consent

---

**Agenda Item**

Discuss and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas to Lannie Delery.

**Background**

This is a property that is being held in trust by Williamson County for the use and benefit of itself, the City of Taylor and the Taylor ISD. The consideration paid by the grantee is equal to the total amount of the judgment against the subject property and this conveyance is being made pursuant to Section 34.05(a) of the Texas Property Tax Code.

---

**Attachments**Deed without Warranty**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Hal Hawes		Started On: 07/19/2011 03:30 PM
	Final Approval Date: 07/21/2011	

## DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

THAT The County of Williamson, Texas, TRUSTEE, in Trust for the use and benefit of itself, The City of Taylor, Texas, and Taylor Independent School District, acting by and through the Judge of The County of Williamson, Texas, Grantor, for and in consideration of the sum of ONE THOUSAND SIX HUNDRED AND FIFTY EIGHT DOLLARS AND 80/100's (\$1,658.80), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Lannie Delery**, whose address is 202 East 137 Street, Los Angeles, CA 90061, the following described Property, to wit:

*The East part of Lot 5, Block 44, City of Taylor, Williamson County, Texas being that property more particularly described in Document 2010010022 of the Official Public Records, Williamson County, Texas (Tax Account #R015187)*

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee **Lannie Delery**, her successors and assigns forever, without warranty of any kind.

**The consideration paid by the grantee(s) being equal to the total amount of the judgments against the property, this conveyance is made pursuant to Section 34.05(a) of the Texas Property Tax Code.**

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, pursuant to Section 34.05(a) of the Texas Tax Code have caused these presents to be executed on this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

THE COUNTY OF WILLIAMSON, TEXAS TRUSTEE

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

THE STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON           §

Before me, the undersigned authority, on this day personally appeared Dan A. Gattis, County Judge of The County of Williamson, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated, and in the capacity therein set forth.

Given under my hand and official seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires \_\_\_\_\_

After recording, return to:  
**Lannie Delery**  
**202 East 137 Street**  
**Los Angeles, CA 90061**

**Commissioners Court - Regular Session****19.****Meeting Date:** 07/26/2011

Discuss and consider preliminary approval of Teravista, Section 4, Pct. 4.

**Submitted For:** Joe England**Submitted By:** Joe England, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider preliminary approval of Teravista, Section 4, Pct. 4.

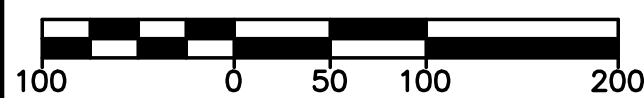
**Background**

The street as shown on the plat was previously constructed as part of a prior section of Teravista. This preliminary plat lays out the proposed lot lines.

---

**Attachments**Teravista Sec. 4 Preliminary**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/18/2011 09:48 AM
Form Started By: Joe England		Started On: 07/18/2011 08:46 AM
	Final Approval Date: 07/18/2011	



**DEVELOPER:** NNP-TERAVISTA LP  
13809 RESEARCH BLVD, SUITE 475  
RAINER FICKEN  
AUSTIN TEXAS, 78750  
OFFICE (512) 244-6667  
FAX (512) 244-6875

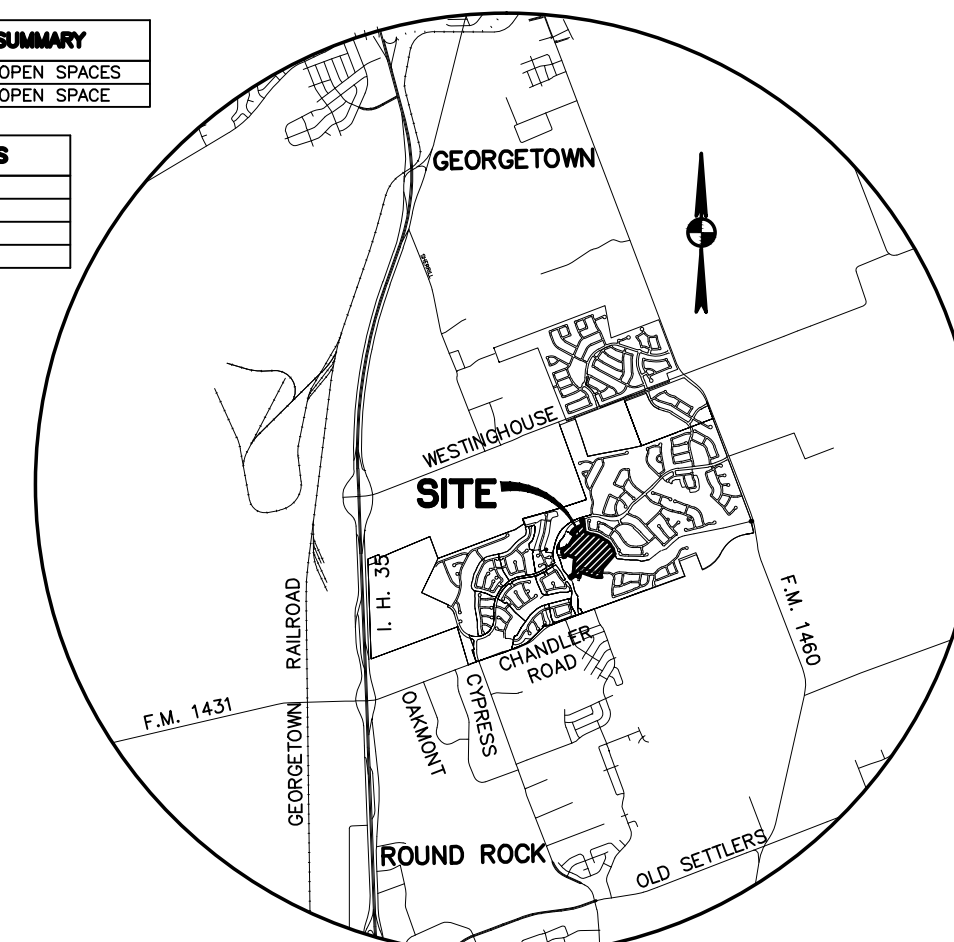
**ENGINEER:** BURY+PARTNERS, INC.  
221 WEST SIXTH STREET, SUITE 600  
KELLY J. BELL, P.E.  
AUSTIN, TEXAS 78701  
OFFICE (512) 328-0011  
FAX (512) 328-0325

SECTION 4 TOTAL AREAS		
LOT #	AREA SF	AREA AC.
EXISTING ROW (HIDDEN SPRINGS PATH)	71,262	1.64
TOTAL BLK A	92,915	2.13
TOTAL BLK B	1,674,326	38.43
TOTAL SITE AREA	1,838,503	42.20

SECTION 4 BLOCK A LOT SIZE SUMMARY			
LOT #	AREA SF	AREA AC	IMPERVIOUS COVER SF
LOT 1, OPEN SPACE	3,708	0.08	
LOT 2	8,320	0.19	3,750
LOT 3	8,614	0.20	3,750
LOT 4	9,100	0.21	4,500
LOT 5	9,100	0.21	4,500
LOT 6	7,800	0.18	3,750
LOT 7	7,800	0.18	3,750
LOT 8	9,687	0.22	4,500
LOT 9	9,774	0.22	4,500
LOT 10	8,346	0.19	3,750
LOT 11	7,798	0.18	3,750
LOT 12, OPEN SPACE	2,868	0.07	
TOTAL BLK A	92,915	2.13	40,500

SECTION 4 LOT SUMMARY	
BLOCK A	18 LOTS, 2 OPEN SPACES
BLOCK B	17 LOTS, 1 OPEN SPACE

SECTION 4 LOT SETBACKS	
FRONT	25 FEET
REAR	20 FEET
SIDE	5 FEET
SIDE STREET	10 FEET



VICINITY MAP  
N.T.S.

NOTE:  
1. NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0485E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

SECTION 4 BLOCK B LOT SIZE SUMMARY			
LOT #	AREA SF	AREA AC	IMPERVIOUS COVER SF
LOT 1, OPEN SPACE	5,849	0.13	
LOT 2	8,033	0.18	3,750
LOT 3	8,487	0.19	3,750
LOT 4	8,654	0.21	3,750
LOT 5	15,497	0.36	4,500
LOT 6	18,545	0.43	4,500
LOT 7	8,707	0.20	3,750
LOT 8	8,311	0.19	3,750
LOT 9	8,341	0.19	3,750
LOT 10	7,709	0.18	3,750
LOT 11	7,686	0.18	3,750
LOT 12	7,681	0.18	3,750
LOT 13	7,622	0.17	3,750
LOT 14	7,561	0.17	3,750
LOT 15	9,714	0.22	4,500
LOT 16	9,746	0.22	4,500
LOT 17	9,704	0.22	3,750
LOT 18	1,516,479	34.81	
TOTAL BLK B	1,674,326	38.43	63,000

LINE DATA		
LINE #	BEARING	DISTANCE
L1	N73°31'50"E	49.90'
L2	S41°37'09"E	24.25'
L3	S52°32'25"W	23.10'
L4	N89°13'15"W	38.28'
L5	S7°06'13"E	50.48'
L6	S0°41'13"W	25.64'
L7	S16°21'36"E	111.13'
L8	N86°00'55"W	32.84'
L9	N89°13'15"W	50.00'
L10	N88°30'19"W	54.78'
L11	N82°54'33"W	84.38'
L12	N76°36'49"W	59.48'
L13	N71°38'50"W	56.99'
L14	N70°22'56"W	48.96'
L15	N75°53'05"W	46.02'
L16	N81°12'05"W	58.33'
L17	S80°09'36"E	50.00'
L18	S80°09'36"E	31.86'
L19	S52°19'22"W	59.89'
L20	N80°09'36"W	31.86'
L21	S9°50'24"W	67.10'
L22	S4°50'24"W	66.60'
L23	N80°09'36"W	37.20'
L24	N89°13'15"W	67.92'
L25	S89°13'15"E	74.85'
L26	S80°09'36"E	38.53'
L27	N4°50'24"E	67.94'
L28	N79°26'32"W	67.50'
L29	S82°20'24"W	129.64'
L30	N50°54'21"E	103.53'
L31	N3°37'31"W	57.79'

CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	63.26'	526.99'	6°52'38"	63.22	N40° 50' 37.66"W
C2	145.13'	175.00'	47°31'01"	141.01	N76° 04' 53.09"E
C3	39.27'	25.00'	90°00'00"	35.36	S35° 09' 36.19"E
C4	36.27'	525.00'	3°57'31"	36.26	N06° 49' 09.21"E
C5	9.54'	521.09'	1°02'58"	9.54	N09° 19' 00.61"E
C6	41.45'	25.00'	95°00'00"	36.86	N52° 20' 23.81"E
C7	82.90'	474.99'	10°00'00"	82.80	S75° 09' 36.35"E
C8	174.65'	525.00'	19°03'39"	173.85	S79° 41' 25.52"E
C9	158.02'	475.00'	19°03'39"	157.29	N79° 41' 25.51"W
C10	91.63'	525.00'	10°00'00"	91.51	N75° 09' 36.19"W
C11	21.03'	25.00'	48°11'23"	20.41	N56° 03' 54.81"W
C12	167.01'	50.00'	191°22'46"	99.51	S52° 20' 23.81"W
C13	21.03'	25.00'	48°11'23"	20.41	S19° 15' 17.57"E
C14	41.45'	475.00'	5°00'00"	41.44	S07° 20' 23.81"W
C15	39.27'	25.00'	90°00'00"	35.36	S54° 50' 23.81"W
C16	186.60'	225.00'	47°31'01"	181.30	S76° 04' 53.09"W
C17	54.02'	225.00'	13°45'22"	53.89	S87° 02' 17.09"E
C18	23.08'	475.00'	2°47'03"	23.08	N08° 26' 52.37"E
C19	18.37'	475.00'	2°12'57"	18.37	N05° 56' 52.37"E
C20	35.32'	50.00'	40°28'37"	34.59	N23° 06' 41.08"W
C21	45.58'	50.00'	52°13'57"	44.02	N23° 14' 35.82"E
C22	45.05'	50.00'	51°37'39"	43.54	N75° 10' 22.98"E
C23	41.05'	50.00'	47°02'34"	39.91	S55° 29' 30.43"E
C24	30.85'	525.00'	3°22'02"	30.85	S78° 28' 35.08"E
C25	57.76'	525.00'	6°18'12"	57.73	S73° 38' 27.82"E
C26	3.02'	524.97'	0°19'45"	3.02	S70° 19' 29.05"E
C27	85.23'	475.00'	10°16'52"	85.12	S75° 18' 02.02"E
C28	72.79'	475.00'	8°46'47"	72.72	S84° 49' 51.35"E
C29	52.08'	525.00'	5°41'02"	52.06	N86° 22' 43.62"W
C30	67.34'	525.00'	7°20'58"	67.30	N79° 51' 43.63"W
C31	55.23'	525.00'	6°01'39"	55.20	N73° 10' 25.53"W
C32	44.43'	475.01'	5°21'31"	44.41	N72° 50' 22.34"W
C33	38.48'	475.03'	4°38'27"	38.47	N77° 50' 22.51"W
C34	132.58'	225.00'	33°45'40"	130.67	S69° 12' 12.19"W
C35	26.69'	25.00'	61°10'04"	25.44	S82° 54' 24.18"W
C53	35.03'	1361.00'	1°28'29"	35.03	N72° 47' 50.58"E

LEGEND	
	LOT LINES
	BOUNDARY
	EXISTING ROW/ADJ LOT
	EXISTING ROW/ADJ LOT
	PROPOSED SETBACK
	INDICATES BLOCK DESIGNATION
	MAILBOX KIOSK (1)

# REVISED PRELIMINARY PLAT

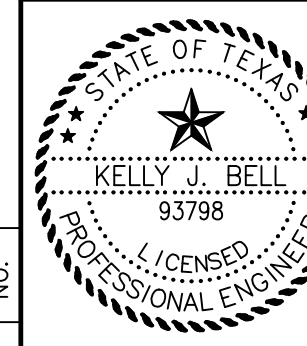
TERAVISTA  
SECTION 4

WILLIAMSON COUNTY, TEXAS

DRAWN BY: J.A.P.  
DESIGNED BY: J.A.P.  
REVIEWED BY: K.J.B.  
PROJECT NO.: 102840-10007

SHEET  
1  
OF 1

**Bury+Partners**  
ENGINEERING SOLUTIONS  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel: (512) 328-0011 Fax: (512) 328-0325  
TPEE Registration Number P-1048  
Bury+Partners, Inc. ©Copyright 2011



**Commissioners Court - Regular Session****20.****Meeting Date:** 07/26/2011

Discuss and consider approval of final plat for Sonterra West Section 8-B (Pct. 3)

**Submitted For:** Joe England**Submitted By:** Joe England, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approval of final plat for Sonterra West Section 8-B (Pct. 3)

**Background**

This subdivision will provide access to the recently constructed elementary school for Jarrell ISD.

---

**Attachments**[Sonterra West Section 8-B - Sheet 1 of 4](#)[Sonterra West Section 8-B - Sheet 2 of 4](#)[Sonterra West Section 8-B - Sheet 3 of 4](#)[Sonterra West Section 8-B - Sheet 4 of 4](#)**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Joe England

**Reviewed By**  
Wendy Coco

Final Approval Date: 07/18/2011

**Date**  
07/18/2011 11:49 AM  
Started On: 07/18/2011 10:13 AM



OWNER: THERON D. VAUGHAN & ELLIE B. VAUGHAN  
c/o SONTERRA DEVELOPMENT  
P.O. BOX 856  
JARRELL, TEXAS 76537  
(512) 746-4151 (PHONE)  
(512) 746-2434 (FAX)

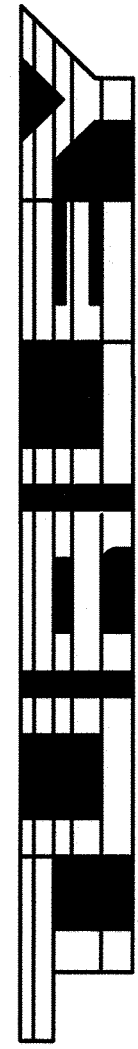
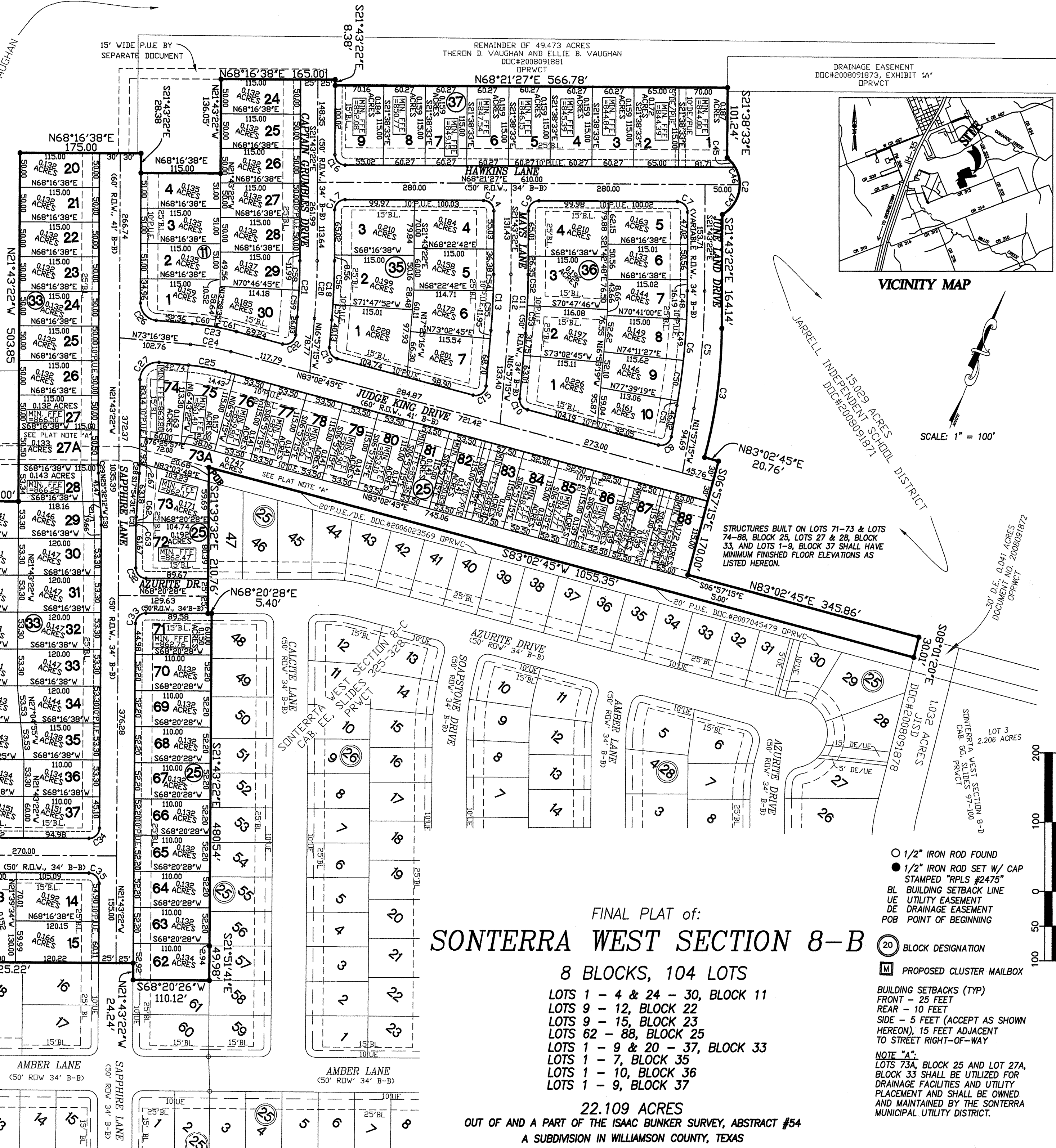
ENGINEER: TURLEY ASSOCIATES, INC.  
301 NORTH THIRD STREET  
TEMPLE, TEXAS 76501  
(254) 773-2400 (OFFICE)  
(254) 773-3998 (FAX)

SURVEYOR: TURLEY ASSOCIATES, INC.  
301 NORTH THIRD STREET  
TEMPLE, TEXAS 76501  
(254) 773-2400 (OFFICE)  
(254) 773-3998 (FAX)

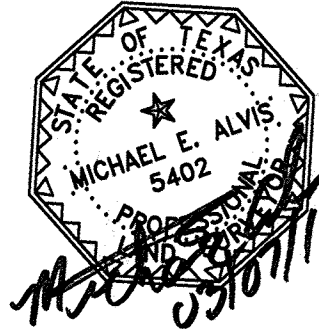
BASIS OF BEARINGS-TEXAS STATE  
PLANE COORDINATE SYSTEM, NAD  
1983, CENTRAL ZONE

NORTHERLY CORNER OF ISAAC BUNKER  
SURVEY BEARS N.47°22'24"W, 6531.88  
FEET FROM POINT OF BEGINNING (POB)  
AS CALCULATED FROM INFORMATION  
ON PLAT, CABINET AA, SLIDE 367,  
PRWCT.

REMAINDER OF 113.26 ACRES  
THERON D. VAUGHAN AND ELLIE B. VAUGHAN  
DOC#2004059002  
DPRWCT



FIRM REGISTRATION NO. F-1658  
ENGINEERING • PLANNING • SURVEYING  
CONSTRUCTION MANAGEMENT  
**TURLEY ASSOCIATES, INC.**  
301 N. 3rd ST.  
TEMPLE, TEXAS  
E-MAIL: VTURLEY@AOL.COM  
(254) 773-2400  
(254) 773-3998



FINAL PLAT OF:  
SONTERRA WEST SECTION 8-B  
ISAAC BUNKER SURVEY, ABSTRACT #54  
A SUBDIVISION IN  
WILLIAMSON COUNTY, TEXAS  
DEVELOPED BY:  
SONTERRA DEVELOPMENT, LLC.  
P.O. BOX 54  
11900 IH-35  
JARRELL, TEXAS, 76537

REVISIONS		
1/3/11	ME	UPDATE

DATE: MARCH 19, 2010  
DRN. BY: ME  
REF.:  
FIELD BOOK: SONTERRA 9  
JOB NO.: 10-027  
SHEET 1 OF 4  
COMPUTER DWG. NO. 8BPLAT

12244-C  
DRAWING NUMBER

SONTERRA WEST SECTION 8-B

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	TANG.	DELTA
C1	23.58	15.00	N 23°18'32" E, 21.22	15.02	90°03'48"
C2	96.64	50.00	N 17°05'44" W, 82.29	72.41	110°44'44"
C3	188.63	745.00	N 14°28'10" W, 188.12	94.82	14°30'24"
C5	170.49	1000.00	N 16°50'18" W, 170.29	85.45	09°46'7"
C6	166.23	975.00	N 16°50'18" W, 166.03	83.32	09°46'7"
C7	23.54	15.00	N 66°41'05" W, 21.20	14.98	89°55'26"
C8	24.87	15.00	N 35°32'45" E, 22.12	16.37	95°00'00"
C9	23.58	15.00	S 23°18'55" W, 21.23	15.02	90°04'34"
C10	20.94	15.00	S 56°57'15" E, 19.28	12.59	80°00'00"
C11	95.31	1025.00	N 19°20'18" W, 85.28	42.68	04°46'7"
C12	83.23	1000.00	N 19°20'18" W, 83.20	41.64	04°46'7"
C13	91.15	975.00	N 19°20'18" W, 81.12	40.60	04°46'7"
C14	23.54	15.00	N 66°40'20" W, 21.19	14.97	89°53'56"
C15	26.18	15.00	N 33°02'45" E, 22.98	17.88	100°00'00"
C16	23.54	15.00	S 66°40'58" E, 21.20	14.98	89°55'11"
C17	23.59	15.00	S 23°19'40" W, 21.23	15.03	90°06'04"
C18	85.31	1025.00	N 19°20'18" W, 85.28	42.68	04°46'07"
C19	20.94	15.00	S 56°57'15" E, 19.28	12.59	80°00'00"
C20	83.23	1000.00	N 19°20'18" W, 83.20	41.64	04°46'07"
C21	81.15	975.00	N 19°20'18" W, 81.12	40.60	04°46'07"
C22	26.18	15.00	N 33°02'45" E, 22.98	17.88	100°00'00"
C23	64.79	380.00	S 78°09'42" W, 64.71	32.47	09°46'07"
C24	59.67	350.00	S 78°09'42" W, 59.60	29.91	09°46'07"
C25	54.56	320.00	S 78°09'42" W, 54.49	27.35	09°46'07"
C26	37.09	25.00	S 64°13'22" E, 33.78	22.91	85°00'00"
C27	41.45	25.00	S 25°46'38" W, 36.86	27.28	95°00'00"
C28	11.98	180.00	N 19°48'56" W, 11.98	5.99	03°48'51"
C29	11.98	180.00	S 23°37'47" E, 11.98	5.99	03°48'51"
C30	11.98	180.00	N 23°37'47" W, 11.98	5.99	03°48'51"
C31	11.98	180.00	S 19°48'56" E, 11.98	5.99	03°48'51"
C32	23.55	15.00	S 66°41'27" E, 21.20	14.98	89°56'10"
C33	23.58	15.00	S 23°18'33" W, 21.23	15.02	90°03'50"
C34	23.58	15.00	N 23°18'32" E, 21.22	15.02	90°03'48"
C35	23.55	15.00	N 66°41'28" W, 21.20	14.98	89°56'12"
C36	23.55	15.00	S 66°41'28" E, 21.20	14.98	89°56'12"
C37	23.58	15.00	N 23°18'32" E, 21.22	15.02	90°03'48"
C38	37.18	205.00	N 26°55'04" W, 37.13	18.64	10°23'25"
C39	28.11	155.00	N 26°55'04" W, 28.07	14.09	10°23'25"
C40	37.18	205.00	S 26°55'04" E, 37.13	18.64	10°23'25"
C41	28.11	155.00	S 26°55'04" E, 28.07	14.09	10°23'25"
C42	32.64	180.00	S 26°55'04" E, 32.60	16.37	10°23'25"
C43	32.64	180.00	N 26°55'04" W, 32.60	16.37	10°23'25"
C44	23.55	15.00	N 66°41'28" W, 21.20	14.98	89°56'12"
C45	18.17	50.00	N 62°03'34" W, 18.07	9.18	20°49'04"
C46	26.18	50.00	N 36°38'59" W, 25.88	13.40	30°00'05"
C47	52.30	50.00	N 08°18'51" E, 49.94	28.82	59°55'35"
C48	40.94	975.00	N 20°31'11" W, 40.94	20.47	02°24'22"
C49	59.69	975.00	N 17°33'47" W, 59.68	29.85	03°30'27"
C50	58.96	975.00	N 14°04'37" W, 58.95	29.49	03°27'52"
C51	6.65	975.00	N 12°08'58" W, 6.65	3.32	00°23'26"
C52	45.06	1025.00	N 20°27'48" W, 45.06	22.53	02°31'07"
C53	40.25	1025.00	N 18°04'45" W, 40.25	20.13	02°15'00"
C54	23.62	975.00	N 21°01'43" W, 23.62	11.81	01°23'17"
C55	57.53	975.00	N 18°38'40" W, 57.52	28.77	03°22'50"
C56	62.98	1025.00	N 19°57'45" W, 62.97	31.50	03°31'14"
C57	22.33	1025.00	N 17°34'41" W, 22.33	11.16	01°14'53"
C58	42.57	975.00	N 20°28'19" W, 42.57	21.29	02°30'07"
C59	38.57	975.00	N 18°05'15" W, 38.57	19.29	02°16'01"
C60	32.39	380.00	S 75°43'10" W, 32.38	16.21	04°53'04"
C61	32.39	380.00	S 80°36'13" W, 32.38	16.21	04°53'04"
C62	8.25	180.00	S 19°13'17" E, 8.25	4.12	02°37'31"
C63	3.73	180.00	S 21°07'42" E, 3.73	1.87	01°11'19"
C64	23.66	155.00	S 26°05'43" E, 23.63	11.85	08°44'42"
C65	4.45	155.00	S 31°17'25" E, 4.45	2.23	01°38'43"
C66	14.99	205.00	S 23°49'01" E, 14.98	7.50	04°11'19"
C67	22.19	205.00	S 29°00'44" E, 22.18	11.11	06°12'06"

LINE TABLE		
LINE	LENGTH	BEARING
L1	56.95	N 68°16'38" E
L2	16.91	N 68°16'38" E
L1	17.00	N 68°16'38" E

GENERAL NOTES

1. TOTAL ACRES: 22.109 ACRES  
2. NUMBER OF LOTS: 104  
3. NUMBER OF BLOCKS: 8  
4. AREA OF SMALLEST LOT: 0.132 AC. -- 5750 SQ. FT.  
5. PROPOSED USES: RESIDENTIAL

LAND USE SUMMARY

- DRAINAGE EASEMENT 0.880 AC.  
PARK 0 AC.  
COMMERCIAL LOTS 0 AC.  
RESIDENTIAL LOTS 15.524 AC  
SUBDIVISION RIGHT-OF-WAY -- 5.705 AC.  
TOTAL LENGTH OF HAWKINS LANE -- 585 FEET -- 0.696 AC.  
TOTAL LENGTH OF JUNE LAND DRIVE -- 347 FEET -- 0.417 AC.  
TOTAL LENGTH OF MAYS LANE -- 293 FEET -- 0.340 AC.  
TOTAL LENGTH OF CAPTAIN GRUMBLES DRIVE -- 394 FEET -- 0.454 AC.  
TOTAL LENGTH OF JUDGE KING DRIVE -- 854 FEET -- 1.182 AC.  
TOTAL LENGTH OF SAPPHIRE LANE -- 1170 FEET -- 1.457 AC.  
TOTAL LENGTH OF AZURITE DRIVE -- 105 FEET -- 0.122 AC.  
TOTAL LENGTH OF MOONSTONE DRIVE -- 378 FEET -- 0.437 AC.  
TOTAL LENGTH OF MAJOR LEE LANE -- 487 FEET -- 0.562 AC.  
TOTAL LENGTH OF J. E. BROWN LANE -- 56 FEET -- 0.038 AC.

6. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF 10 FEET.

7. THIS TRACT IS NOT LOCATED IN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER RECHARGE ZONE.

8. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

9. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

10. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

11. EACH LOT IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE CONDITIONS. ANY CHANGES IN SURFACE DRAINAGE PATTERNS WILL REQUIRE THE APPROVAL OF THE PROPER REGULATORY AUTHORITY.

12. THE ELECTRIC SERVICE PROVIDER IS BARTLETT ELECTRIC COMPANY.

13. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCE.

14. CONSTRUCTION OF IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION TO BE RECORDED BY SEPARATE INSTRUMENT IN THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

15. DRIVEWAY ACCESS IS PROHIBITED FROM ALL LOTS TO SIDE AND REAR STREETS. ALL DRIVEWAYS WILL ACCESS FRONTING AND INTERNAL STREETS WITHIN THE SUBDIVISION.

16. NO STRUCTURE OR IMPROVEMENT ON ANY LOT SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO A PUBLIC OR PRIVATE WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ).

17. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO A COLLECTIVE PUBLIC OR PRIVATE WASTEWATER SYSTEM AS PERMITTED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

18. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES, RULES, REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS OR THE CITY OF JARRELL, TEXAS, WHICHEVER ARE IN EFFECT OR ARE MORE STRINGENT AND APPLICABLE TIME THAT THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVSION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

19. WATER AND SEWER SERVICE: "WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY SONTERRA MUNICIPAL UTILITY DISTRICT."

20. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVSION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ), WILLIAMSON COUNTY (IF ANY ARE APPLICABLE) OR THE CITY OF JARRELL (IF ANY ARE APPLICABLE). PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES, AS APPROPRIATE, AT THE TIME SUCH PLANS ARE PREPARED.

21. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.

22. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

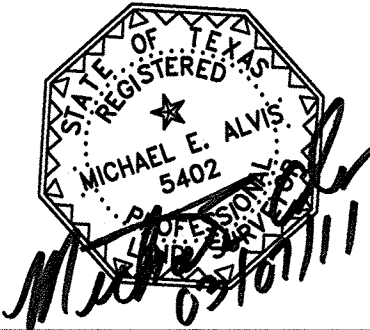
23. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS.

"IN ACCORDANCE WITH SECTION B10.1 OF WILLIAMSON COUNTY'S SUBDIVISION REGULATIONS, STORMWATER MANAGEMENT FACILITIES FOR 2, 10 & 100-YEAR FLOOD EVENTS IS REQUIRED FOR EACH NON-RESIDENTIAL LOT SHOWN HEREON. AN EXCEPTION TO THIS REQUIREMENT MAY BE GRANTED IF IT CAN BE SHOWN THAT DOWNSTREAM PROPERTY IS NOT ADVERSELY AFFECTED BY RUNOFF FROM THE ACCUMULATIVE DEVELOPMENT ACTIVITIES WITHIN THIS SUBDIVISION."



FIRM REGISTRATION NO. F-1658  
ENGINEERING ° PLANNING ° SURVEYING  
CONSTRUCTION MANAGEMENT  
**TURLEY ASSOCIATES, INC.**

301 N. 3rd ST.  
E-MAIL: VDTURLEY@AOL.COM  
TEMPLE, TEXAS  
FAX NO. (254) 773-3998  
(254) 773-2400



FINAL PLAT of  
**SONTERRA WEST SECTION 8-B**  
ISAAC BUNKER SURVEY, ABSTRACT #54  
A SUBDIVISION IN  
WILLIAMSON COUNTY, TEXAS  
DEVELOPED BY:  
**SONTERRA DEVELOPMENT, LLC.**  
P.O. BOX 54  
11900 IH-35  
JARRELL, TEXAS, 76537

REVISIONS		
1/3/11	UPDATE	MEA

DATE: MARCH 19, 2010  
DRN. BY: MEA  
REF.:

FIELD BOOK: SONTERRA 9  
JOB NO.: 10-027  
SHEET 2 OF 4  
COMPUTER DWG. NO. 8BPLAT

**12244-C**  
DRAWING NUMBER



SONTERRA WEST SECTION 8-B

SONTERRA WEST SECTION 8-B

BEING a 22.109 acre tract of land situated in the ISAAC BUNKER SURVEY, ABSTRACT No. 54 In Williamson County, Texas and being a part or portion of that certain 25.98 acre tract of land (TRACT ONE) described in a Warranty Deed dated May 27, 2005 from Tyre L. Flynn, a/k/a Tyre Lavelle Flynn, individually and as Trustee of The Tyre and Gerri Flynn Family Trust to Theron Vaughan and wife, Ellie Vaughan and being of record in Document Number 2005041228, Official Public Records, Williamson County, Texas and being a part or portion of that certain 49.473 acre tract of land described in a Warranty Deed with Vendor's Lien dated December 17, 2008 from Charles W. Ashby and wife, Paula K. Ashby and being of record in Document Number 2008091881, Official Public Records of Williamson County, Texas and being a part or portion of that certain 27.99 acre tract of land described in a Warranty Deed dated May 27, 2005 from Brent Warner Buck, a/k/a Brent W. Buck; Billie Buck, a/k/a Billie M. Buck and spouse, Carroll B. Buck, a/k/a C. B. Buck to Theron Vaughan and wife, Ellie Vaughan and being of record in Document Number 2005041226, Official Public Records of Williamson County, Texas and being a part or portion of that certain 113.26 acre tract of land described in a Cash Warranty Deed dated July 27, 2004 from Ozzie Bastanjoo to Theron Vaughan and wife, Ellie Vaughan and being of record in Document Number 2004059002, Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap stamped "RPLS 2475" found being the northwest corner of that certain 18.342 acre tract of land described as Sonterra West Section 8-C according to the map or plat of record in Cabinet EE, Slides 325-328, Plat Records of Williamson County, Texas and being in the north boundary line of the said 25.98 acre tract and being in the south boundary line of the said 49.473 acre tract for corner;

THENCE departing the said north boundary line and the said south boundary line and with the west boundary line of the said 18.342 acre tract and over and across the said 25.98 acre tract the following four ( 4 ) calls:

- 1) S. 21° 39' 32" E., 210.76 feet ( calls N. 21° 39' 32" W., 210.76 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 2) N. 68° 20' 28" E., 5.40 feet ( calls S. 68° 20' 28" W., 5.40 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 3) S. 21° 43' 22" E., 480.54 feet ( calls N. 21° 43' 22" W., 480.54 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 4) S. 21° 51' 41" E., 49.98 feet ( calls N. 21° 51' 41" W., 49.98 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found being the most easterly northeast corner of that certain 19.918 acre tract of land described as Sonterra West Section 8-A, Phase 1 according to the map or plat of record in Cabinet DD, Slides 24-27, Plat Records of Williamson County, Texas for corner;

THENCE departing the said 18.342 acre tract and over and across the said 25.98 acre tract and continuing over and across the said 27.99 acre tract and with the northerly boundary line of the said 19.918 acre tract of land the following seven ( 7 ) calls:

- 1) S. 68° 20' 26" W., 110.12 feet ( calls N. 68° 20' 26" E., 110.12 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found being in the east right-of-way line of Sapphire Lane as described in said Cabinet DD, Slides 24-27 for corner;
- 2) N. 21° 43' 22" W., 24.24 feet ( calls N. 21° 43' 22" W., 24.24 feet ) with the said east right-of-way line to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 3) S. 68° 20' 26" W., at 50.00 feet pass a ½" iron rod with cap stamped "RPLS 2475" found being in the west right-of-way line of the said Sapphire Lane and at 425.22 feet in all ( calls N. 68° 20' 26" E., 425.22 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 4) N. 21° 43' 22" W., 130.00 feet ( calls S. 21° 43' 22" E., 130.00 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found being in the south right-of-way line of Moonstone Drive as decribed in said Cabinet DD, Slides 24-27 for corner;
- 5) N. 29° 06' 10" W., 50.42 feet ( calls S. 29° 06' 10" E., 50.42 feet ) departing the said south right-of-way line and over and across the said Moonstone Drive to a ½" iron rod with cap stamped "RPLS 2475" found being in the north right-of-way line of thesaid Moonstone Drive for corner;
- 6) N. 21° 39' 34" W., 120.00 feet ( calls S. 21° 39' 34" E., 120.00 feet ) departing the said north right-of-way line to a ½" iron rod with cap stamped "RPLS 2475" found being the most westerly northeast corner of the said 19.918 acre tract for corner;
- 7) S. 68° 20' 26" W., 18.57 feet ( calls N. 18° 20' 26" E., 1097.53 feet ) to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

THENCE departing the said 19.918 acre tract and over and across the aforementioned 27.99 acre tract the following seven ( 7 ) calls:

- 1) N. 21° 39' 34" W., 120.00 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- 2) N. 68° 20' 26" E., 83.02 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- 3) N. 21° 39' 34" W., 50.00 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- 4) N. 68° 20' 26" E., 16.91 feet to a ½" iron rod with cap stamped "RPLS 2475" set being at the beginnning of a curve to the left having a radius equals 15.00 feet, chord bearing equals N. 23° 18' 32" E., 21.22 feet, central angle equals 90° 03' 48" for corner;
- 5) 23.58 feet along the arc of said curvet to the left to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- 6) N. 21° 43' 22" W., 181.19 feet to a ½" iron rodwith cap stamped "RPLS 2475" set for corner;
- 7) N. 68° 16' 38" E., 165.00 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

THENCE N. 21° 43' 22" W., 503.85 feet over and across the said 27.99 acre tract and continuing over and across the aforementioned 113.26 acre tract to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

THENCE N. 68° 16' 38" E., 175.00 feet over and across the said 113.26 acre tract and continuing over and across the aforementioned 49.473 acre tract to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

THENCE continuing over and across the said 49.473 acre tract the following six ( 6 ) calls:

- 1) S. 21° 43' 22" E., 28.38 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- 2) N. 68° 16' 38" E., 115.00 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- 3) N. 21° 43' 22" W., 136.05 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

- 4) N. 68° 16' 38" E., 165.00 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- 5) S. 21° 43' 22" E., 8.38 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

6) N. 68° 21' 27" E., 566.78 feet to a ½" iron rod with cap stamped "RPLS 2475" set being in the west boundary line of that certain 15.029 acre tract of land described in a Cash Warranty Deed dated December 17, 2008 from Sonterra Development, LLC of Jarrell, Texas to Jarrell Independent School District and being of record in Document No. 2008091871, Official Public Records of Williamson County, Texas for corner;

THENCE continuing over and across the said 49.473 acre tract and with the west and south boundary lines of the said 15.029 acre tract the following eight ( 8 ) calls:

- 1) S. 21° 38' 33" E., 101.24 feet ( calls N. 21° 38' 33" W., 146.24 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found being at the beginning of a non-tanget curve to the right having a radius equals 50.00 feet ( calls 50.00 feet ), chord bearing equals S. 17° 05' 44" E., 82.29 feet ( calls N. 17° 05' 44" W., 82.29 feet ), central angle equals 110° 44' 43" ( calls 110° 44' 43" ) for corner;
- 2) 96.64 feet ( calls 96.64 feet ) along the arc of said curve to the right to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 3) S. 21° 43' 22" E., 164.14 feet ( calls N. 21° 43' 22" W., 164.14 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found being at the beginning of a curve to the right having a radius equals 745.00 feet ( calls 745.00 feet ), chord bearing equals S. 14° 28' 10" E., 188.12 feet ( calls N. 14° 28' 10" W., 188.12 feet ), central angle equals 14° 30' 24" ( calls 14° 30' 24" ) for corner;
- 4) 188.63 feet ( calls 188.63 feet ) along the arc of said curve to the right to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 5) N. 83° 02' 45" E., 20.76 feet ( calls S. 83° 02' 45" W., 20.76 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 6) S. 06° 57' 15" E., 170.00 feet ( calls N. 06° 57' 15" W., 170.00 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 7) N. 83° 02' 45" E., 345.86 feet ( calls S. 83° 02' 45" W., 345.82 feet ) to a ½" iron rod with cap stamped "RPLS 2475" found for corner;
- 8) S. 08° 01' 20" E., 30.01 feet ( calls N. 08° 01' 20" W., 30.02 feet to a ½" iron rod with cap stamped "RPLS 2475" found being in the south boundary line of the said 49.473 acre tract and being in the north boundary line of the said 25.98 acre tract and being the northeast corner of the said Sonterra West Section 8-C for corner;

THENCE S. 83° 02' 45" W., 1055.35 feet departing the said 15.029 acre tract and with the south boundary line of the said 49.473 acre tract ( calls S. 83° 02' 45" W., 1389.96 feet ) and with the north boundary line of the said 25.98 acre tract ( calls N. 85° 28' 11" E., 1390.30 feet ) and with the north boundary line of the aforementioned Sonterra West Section 8-C ( calls N. 83° 02' 45" E., 1055.35 feet ) to the Point of BEGINNING and containing 22.109 acres of land.

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

Michael E. Alvis, R.P.L.S. No. 5402  
April 19, 2010



bearing base: Texas State Plane Coordinate System, NAD 1983, Central Zone.

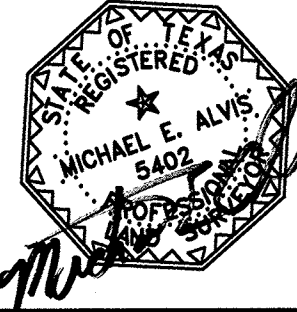
See attached surveyors sketch that accompanies this set of field notes. (ref: Turley Associates, Inc. drawing no. 12244-C)



FIRM REGISTRATION NO. F-1658  
ENGINEERING • PLANNING • SURVEYING  
CONSTRUCTION MANAGEMENT

TURLEY ASSOCIATES, INC.

301 N. 3rd ST. TEMPLE, TEXAS  
E-MAIL: VDTURLEY@AOL.COM  
(254) 773-2400  
(254) 773-3998



FINAL PLAT OF:  
SONTERRA WEST SECTION 8-B  
ISAAC BUNKER SURVEY, ABSTRACT #54  
A SUBDIVISION IN  
WILLIAMSON COUNTY, TEXAS

DEVELOPED BY:  
SONTERRA DEVELOPMENT, LLC.  
P.O. BOX 54  
11900 IH-35  
JARRELL, TEXAS, 76537

REVISIONS		
1/3/11	UPDATE	MEA

DATE: MARCH 19, 2010  
DRN. BY: MEA  
REF.:

FIELD BOOK: SONTERRA 9  
JOB NO.: 10-027  
SHEET 3 OF 4  
COMPUTER DWG. NO. 8BPLAT

12244-C  
DRAWING NUMBER

## OWNER APPROVAL AND DEDICATION:

STATE OF TEXAS \*

\* KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON \*

THAT WE, SONTERRA DEVELOPMENT, LLC. AND THERON D. VAUGHAN AND ELLIE B. VAUGHAN, OWNERS OF 22.109 ACRES OF LAND LOCATED OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NUMBER 54, WILLIAMSON COUNTY, TEXAS, BEING A PART OR PORTION OF THAT CERTAIN 25.98 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO US BY DEED OF RECORD IN DOCUMENT NUMBER 2005041228 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OR PORTION OF THAT CERTAIN 27.99 ACRE TRACT CONVEYED TO US BY DEED OF RECORD IN DOCUMENT NUMBER 2005041226 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PART OR PORTION OF THAT CERTAIN 113.26 ACRE TRACT CONVEYED TO US BY DEED OF RECORD IN DOCUMENT NUMBER 2004059002 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OR PORTION OF THAT CERTAIN 49.473 ACRE TRACT CONVEYED TO US BY DEED OF RECORD IN DOCUMENT NUMBER 2008091881 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE SAID 22.109 ACRES OF LAND IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS "SONTERRA WEST SECTION 8-B" AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. WE UNDERSTAND THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 1st DAY OF June, 2011 A.D.

THERON D. VAUGHAN  
P.O. BOX 371  
GEORGETOWN, TX. 78627

ELLIE B. VAUGHAN  
P.O. BOX 371  
GEORGETOWN, TX. 78627

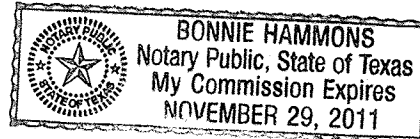
SONTERRA DEVELOPMENT  
THERON D. VAUGHAN, PRESIDENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THERON D. VAUGHAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT, ACTING AS OWNER OF THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES STATED.

6-1-11 Bonnie Hammons  
Date NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Bonnie Hammons  
PRINTED NAME OF NOTARY AND STAMP

11-29-11  
DATE NOTARY COMMISSION EXPIRES

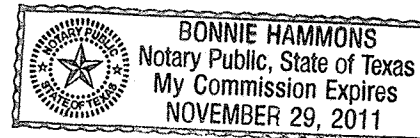


BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ELLIE B. VAUGHAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT SHE EXECUTED THE FOREGOING INSTRUMENT, ACTING AS OWNER OF THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES STATED.

6-1-11 Bonnie Hammons  
Date NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Bonnie Hammons  
PRINTED NAME OF NOTARY AND STAMP

11-29-11  
DATE NOTARY COMMISSION EXPIRES

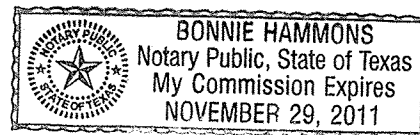


BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THERON D. VAUGHAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT, ACTING AS OWNER OF THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES STATED.

6-1-11 Bonnie Hammons  
Date NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Bonnie Hammons  
PRINTED NAME OF NOTARY AND STAMP

11-29-11  
DATE NOTARY COMMISSION EXPIRES



STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT R Bank THE LIEN HOLDER OF THAT CERTAIN 22.109 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2010039462, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 22.109 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

BY:

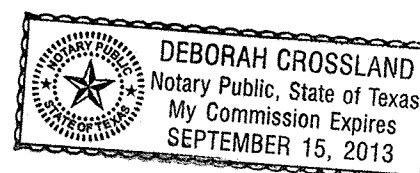
Chris Bledsoe ITS SVR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Chris Bledsoe KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT, ACTING AS OWNER OF THE PROPERTY DESCRIBED HEREON FOR THE PURPOSES STATED.

3-17-11 Deborah Crossland  
Date NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Deborah Crossland  
PRINTED NAME OF NOTARY AND STAMP

9-15-13  
DATE NOTARY COMMISSION EXPIRES



## SONTERRA WEST SECTION 8-B

ENGINEER'S STATEMENT

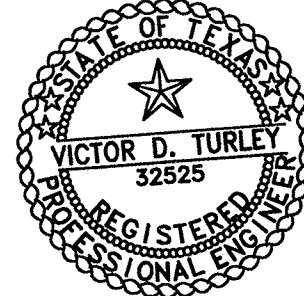
STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, VICTOR TURLEY, AM AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF WILLIAMSON CO., TX. AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) NO. 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TEXAS, THIS 7th DAY OF MARCH, 2011 A.D.

VICTOR D. TURLEY, P.E.  
STATE OF TEXAS NO. 32525  
TURLEY ASSOCIATES, INC.  
301 NORTH THIRD STREET  
TEMPLE, TEXAS 76501  
(254) 773-2400 OFFICE  
(254) 773-3998 FAX



SURVEYOR'S STATEMENT

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION OF THE PROPERTY LEGALLY DESCRIBED HEREON. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

Michael E. Alvis 03/07/11  
DATE  
MICHAEL E. ALVIS, R.P.L.S. No. 5402  
TURLEY ASSOCIATES, INC.  
301 NORTH THIRD STREET  
TEMPLE, TEXAS 76501  
(254) 773-2400 OFFICE  
(254) 773-3998 FAX



APPROVAL OF POSTMASTER FOR LOCATION OF MAILBOX CLUSTERS DELINEATED HEREON.

Seresa Bak POSTMASTER

DATE OF SIGNATURE 05-18-11

APPROVAL OF ADDRESS COORDINATOR FOR STREET NAMES SHOWN HEREON.

Seresa Bak  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

DATE OF SIGNATURE 06/09/2011

OWNERS RESPONSIBILITY

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN ITS DRAINING OF PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL, AT THEIR OWN EXPENSE, ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS \*

\* KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON \*

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

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS \*

\* KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON \*

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE        DAY OF       , 2011 A.D., AT O'CLOCK        M., AND DULY RECORDED THIS THE        DAY OF       , 2011 A.D., AT O'CLOCK        M.,

IN THE PLAT RECORDS OF SAID COUNTY IN CABINET       , SLIDES       

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

NANCY RISTER, CLERK  
OF WILLIAMSON COUNTY, TEXAS

BY:         
DEPUTY

FINAL PLAT OF:

SONTERRA WEST SECTION 8-B

ISAAC BUNKER SURVEY, ABSTRACT #54

A SUBDIVISION IN

WILLIAMSON COUNTY, TEXAS

DEVELOPED BY:

SONTERRA DEVELOPMENT, LLC.

P.O. BOX 54

11900 IH-35

JARRELL, TEXAS 76537

## REVISIONS

1/3/11	UPDATE	MEA
3/7/11	UPDATE	MEA

DATE: MARCH 19, 2010

DRN. BY: MEA

REF.:

FIELD BOOK: SONTERRA 9

JOB NO.: 10-027

SHEET 4 OF 4

COMPUTER DWG. NO. 8BPLAT

12244-C  
DRAWING NUMBER

FIRM REGISTRATION NO. F-1658

ENGINEERING PLANNING SURVEYING

CONSTRUCTION MANAGEMENT

TURLEY ASSOCIATES, INC.

301 N. 3rd ST.

E-MAIL: VDTURLEY@AOL.COM

TEMPLE, TEXAS

FAX NO. (254) 773-3998

(254) 773-2400

**Commissioners Court - Regular Session****21.****Meeting Date:** 07/26/2011

Discuss and consider re-approval of preliminary plat of Bridle Gate (Pct. 2)

**Submitted By:** Joe England, Unified Road  
System**Department:** Unified Road System**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider re-approval of preliminary plat of Bridle Gate (Pct. 2)

**Background**

Owner expects development to occur within one (1) year, and is requesting an additional one (1)-year extension.

---

**Attachments**Bridle Gate Preliminary Plat**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Joe England		Started On: 07/19/2011 10:12 AM
	Final Approval Date: 07/21/2011	

**ZDS**  
Land Surveyors  
One Location  
Bridle Gate  
Liberty Hill, TX 78042  
P.O. Box 50  
Liberty Hill, TX 78042

**Bridle Gate**  
WILLIAMSON COUNTY, TEXAS  
PRELIMINARY PLAT

RELAY-C, 107 DATED 2-11-2008  
PRELIMINARY  
DRAWN BY: CORY THORNELL  
FILE NAME: 07-14  
APPROVED BY: S.R.  
PROJECT NO.: 07-148

SHEET  
**1**  
OF 2

# Bridle Gate

A SUBDIVISION IN  
WILLIAMSON COUNTY, TEXAS

BEING 14.93 ACRES OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE FILED FOR RECORD IN VOLUME 812, PAGE 135, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THAT CERTAIN 14.93 ACRE TRACT OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE, DESCRIBED IN ASSIGNMENT FILED OF RECORD IN VOLUME 888, PAGE 48, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

- LEGEND**
- IRON ROD FOUND
  - IRON ROD SET
  - △ NAIL FOUND
  - △ CALCULATED POINT
  - ( ) BEARING, DISTANCE
  - ◎ IRON PIPE FOUND

Wynell C. Reed  
R022398 2.010ac  
2225 E Bear Creek Rd.  
Liberty Hill, TX 78042

Samuel & Lisa Trice  
R022381 4.38ac  
170 E Bear Creek  
Liberty Hill, TX 78042

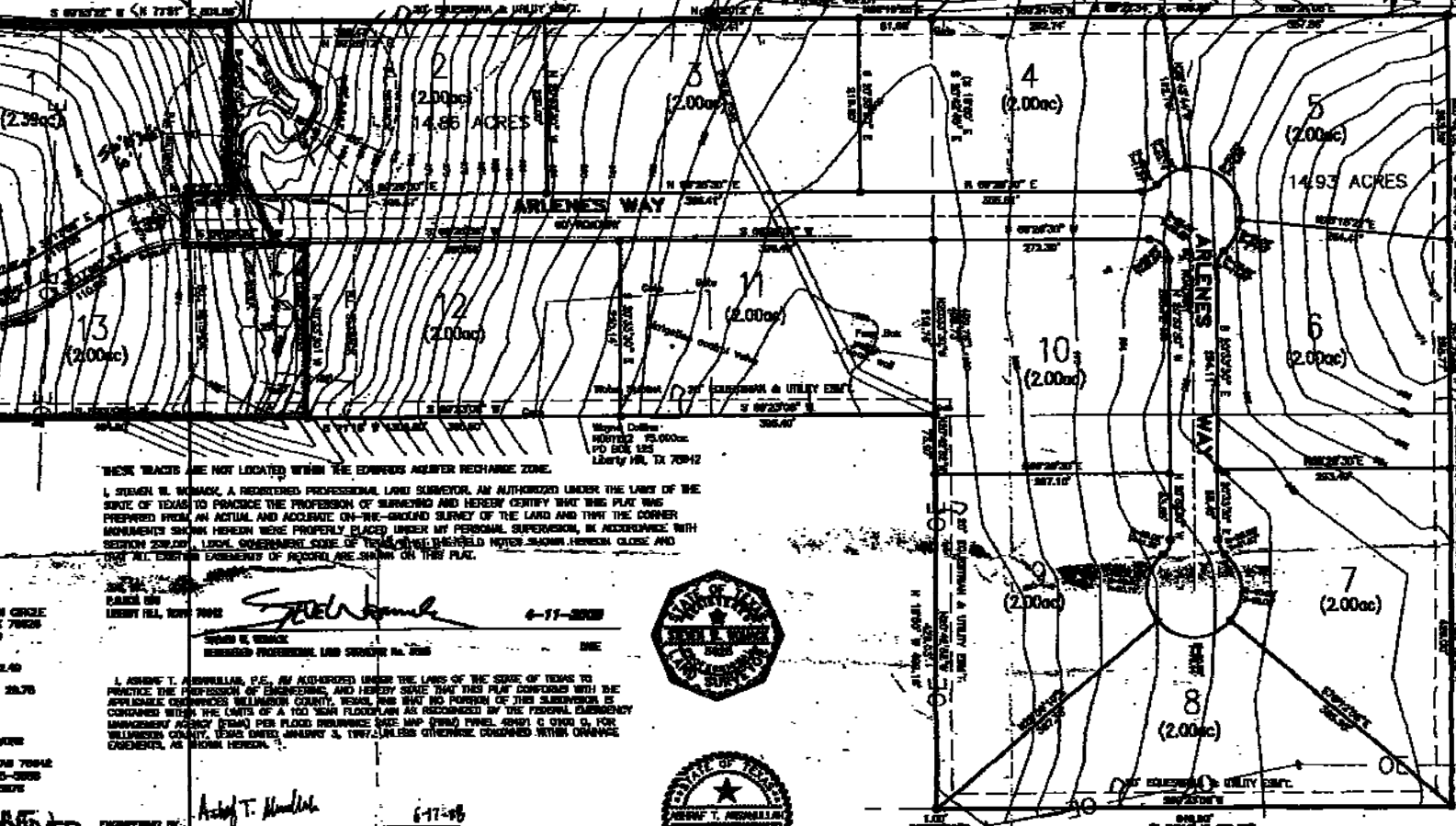
Samuel & Lisa Trice  
R022382 4.070ac  
6227 Cleveland Ave  
Liberty Hill, TX 78042

Samuel & Lisa Trice  
R022383 3.220ac  
4527 Cleveland Ave  
Liberty Hill, TX 78042

James McRae  
R022384 2.970ac  
PO BOX 50  
Liberty Hill, TX 78042

Wayne & Marilyn Gottle  
R022385 2.50ac  
10703 Columbia Park Dr  
Austin, TX 78750

Wayne & Marilyn Gottle  
R022386 2.50ac  
10703 Columbia Park Dr  
Austin, TX 78750



THESE TRACTS ARE NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, STEVEN W. BRIDGES, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 228.02, LOCAL GOVERNMENT CODE OF TEXAS, AND THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

OWNERS:  
JIM LACKEY  
2041 DW. HVEN CRCE  
GEORGETOWN, TX 78626  
(512) 888-5414

STREET L.F. 01232.40  
L.S. 13  
TOTAL ACRES = 28.76

SURVEYOR:  
JDS LAND SURVEYING  
P.O. BOX 528  
LIBERTY HILL, TEXAS 78042  
PHONE (512) 510-0888  
FAX (512) 515-0876

DATE: 6-11-2008  
SIGNED BY: [Signature]  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 288

I, ANDREW T. ARMSTRONG, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS, AND THAT NO PORTION OF THIS SURVEYOR IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOODPLAIN AS RECORDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR FLOOD INSURANCE RATE MAP (FIRM) FIRM NO. 13000 D, FOR WILLIAMSON COUNTY, TEXAS DATED JANUARY 3, 1997, UNLESS OTHERWISE COORDINATED WITH OWNERS' AGREEMENTS, AS SHOWN HEREON.

ENGINEERED BY: [Signature]  
ANDREW T. ARMSTRONG, P.E., NO. 8147  
DATE: 6-17-08

ADAMANT CONSULTING ENGINEERS  
2004 ONE ONE NO. SUITE 1-4  
AUSTIN, TEXAS 78744



RECEIVED

JUL 30 2008

URS



# **MAPS AND BOUNDARY DESCRIPTION**

BEING 26.75 ACRES OF LAND, MORE OR LESS, OUT OF THE LAMAR LEMMON SURVEY, ABSTRACT NO. 30, IN WILLIAMSON COUNTY, TEXAS AND BEING THE SAME LAND CONVEYED TO GERALD REYNOLDS LACKNEY, TRUSTEE OF THE

REYNOLDS LACKNEY MARITAL SURVIVOR'S TRUST AND HER SUCCESSORS HEREIN IN DEEDS RECORDED IN DOCUMENT NO. 20080716, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS MAPS AND BOUNDARY AS FOLLOWS:

BEGINNING at the northeast corner of this said 14.95 acre tract and the south right of way of that Creek Road and the southwest corner of a 64.35 acre tract as recorded in Volume 812, Page 150, and a portion of Williamson County, Texas, THE POINT OF BEGINNING "A";

Thence S20°43'12"W along the east line of this said 14.95 acre tract and a westerly line of said 64.35 acre tract, a distance of 309.24 feet to a point for a true road front;

Thence S89°23'00"W along a north-south line of said 64.35 acre tract and the east line of this said 14.95 acre tract, a distance of 608.80 feet to a point for a true and not for a corner of this said 14.95 acre tract as recorded in Document No. 20080716, the deed records of Williamson County, Texas;

Thence N15°30'00"W along the west line of said 14.95 acre tract and the west line of this said 14.95 acre tract, a distance of 609.54 feet to a true and not for a corner;

Thence S71°46'00"W along a north line of said 14.95 acre tract and the south line of this said 14.95 acre tract, a distance of 1356.80 feet to a point for a true and not for a corner of this said 14.95 acre tract and in the east-right of way of County Road 200, and being the northeast corner of said 14.95 acre tract;

Thence N15°30'00"W along the east right of way of said County Road 200 and the west line of this said 14.95 acre tract, a distance of 211.25 feet to an iron rod set for a corner;

Thence N11°00'00"W continuing along the east-right of way of said County Road 200, and the west line of this said 14.95 acre tract, a distance of 292.50 feet to a true and not for a corner of this said 14.95 acre tract and the southeast corner of a 2.01 acre tract;

Thence N71°51'00"W along the south line of said 2.01 acre tract and the north line of this said 14.95 acre tract, a distance of 861.66 feet to an iron rod set for a corner;

Thence N70°40'00"W along the north line of this said 14.95 acre tract and the south right of way of that Bear Creek Road, a distance of 467.51 feet to an iron rod set for a corner;

Thence N60°23'00"W along the north line of this said 14.95 acre tract and the south right of way of that Bear Creek Road, a distance of 656.60 feet to the POINT OF BEGINNING and containing 26.75 acres more or less.

## **GENERAL NOTES**

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNLESS CONNECTED TO THE WATER SYSTEM AND AN APPROVED SEWERAGE SYSTEM.
2. WATER AND SEWERAGE SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
3. NO CONCRETE, INCLUDING BUT NOT LIMITED TO, DRIVEWAYS, PORCHES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENT SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROMISE FOR ACCESS TO DAMAGE OCCURRED AS MAY BE NECESSARY AND SHALL NOT PRESENT ACCESS BY GOVERNMENT AGENCIES.
6. THE DEVELOPER, SELLER, OR AGENT SHALL NOTIFY IN WRITING EACH OWNER OF SUBDIVISION LOTS ON PROPERTY LOCATED WITHIN FLOOD HAZARD AND THAT ANY SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT SHALL BE REQUIRED BEFORE A SUBDIVISION CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE OFFICE OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.
7. PRIOR TO ANY CHANGES, ALTERATIONS, ERECTION, FILL, GRADING, GRADING, CHANGES, IMPROVEMENT, OR REMOVAL OF STRUCTURES OR ANY OTHER CHANGES WITHIN THE FLOOD PLAIN DEVELOPMENT PERMIT, THE AGENT SHALL OBTAIN AN APPROVAL FOR FLOOD PLAIN DEVELOPMENT PERMIT FROM THE COUNTY ENGINEER OF WILLIAMSON COUNTY. IF ANY OF THE CHANGES OR ALTERATIONS OR REMOVAL OF THE PROPOSED DEVELOPMENT SHALL BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN DEVELOPMENT PERMIT, ALL SPECIFICATIONS AND DOUBLE INSURANCE FOR COMPLETE REVIEW MUST BE PROVIDED.
8. RIGHT-OF-WAY EASEMENTS FOR HIGHWAY RIGHT-OF-WAY OR IMPROVED DRIVEWAYS SHALL BE MAINTAINED BY THE LANDOWNER UNLESS THEY OR OTHERWISE AGENCIES ARE ACTUALLY CONSIDERED ON THE PROPERTY. THE COUNTY AND THE STATE AT ANY TIME TO THE FURNISHING OF ANY ROAD IMPROVEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSURES ALL RIGHTS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD IMPROVEMENTS BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD IMPROVEMENTS. THE LANDOWNER ASSURES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY ARISING TO PROPERTY OWNERS OR NEIGHBORS NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION 5.1.1, ON NEW DEVELOPMENT THAT WOULD EXPOSE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

THE STATE OF TEXAS  
THE COUNTY OF WILLIAMSON  
BEFORE ME, CLERK OF SAID COUNTY,

THAT ME, JAMES E. LACKNEY, BEING THE SOLE OWNER OF A 26.75 ACRE TRACT OF LAND, AND LAND BEING THAT CERTAIN TRACT OF LAND BY DOCUMENT NO. 20080716 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBMIT SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN, TO BE KNOWN AS "BRIDLE GATE", AND DO HEREBY AGREE, APPROVE, AND CONSENT TO ALL EASEMENTS AND PLAT NOTICES NECESSARY FOR THE PUBLIC USE THEREON, AND DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND CONSENT TO THE PUBLIC USE THEREON, ALL EASEMENTS, RIGHTS AND POWERS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HEREON, GRANTED AND NOT RELEASED, IT IS THE RESPONSIBILITY OF SAID OWNER, NOT THIS COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AIRSHIP REGULATIONS, AND MUNICIPAL ORDINANCES.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BY: JAMES E. LACKNEY

BY: ARIANE A. LACKNEY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES E. LACKNEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARIANE A. LACKNEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THIS PLAT HAS BEEN APPROVED BY THE WILLIAMSON COUNTY ENGINEERING COORDINATOR.

BY: \_\_\_\_\_

WILLIAMSON COUNTY HAS GIVEN HERIN EXPLICIT APPROVAL.

UNDER THE SUPERVISION OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HEREON, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EXISTING ADJACENT REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS, AND WILLIAMSON COUNTY ON-SITE SEWERAGE TREATMENT REGULATIONS. THIS CERTIFICATION IS MADE ONLY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR THE PURPOSES OF THE ESTATE. ALTHOUGH, THE WILLIAMSON COUNTY AND OTHER HEALTH DEPARTMENT AND WILLIAMSON COUNTY DISCLOSE ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, PRINTED OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.  
SECTION OF ENVIRONMENTAL SERVICES

WILLIAMSON COUNTY COMMISSIONERS COURT RESOLUTION AND APPROVAL.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THROUGHWAYS AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS FURNISHED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT AGREES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THROUGHWAYS SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DAMAGE TO OR EASEMENTS IN THE SUBDIVISION OTHER THAN THOSE OWNERS OR PRECEDING THE ROAD EXISTED AND EXISTING. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER OWNERS IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON FLOODPLAIN DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MAY INSTALL AT THEIR OWN EXPENSE ALL TRAILERS, CULVERTS AND BRIDGES THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FULLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

THE STATE OF TEXAS  
THE COUNTY OF WILLIAMSON  
BEFORE ME, CLERK OF SAID COUNTY,

THAT I, DAVID A. GRIFFIN, CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE MAP OR PLAN, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "BRIDLE GATE", HAVING BEEN ONLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, AND ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE RECORDED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAVID A. GRIFFIN, COUNTY CLERK

THE STATE OF TEXAS  
THE COUNTY OF WILLIAMSON  
BEFORE ME, CLERK OF SAID COUNTY,

I, HANCOY E. BERRY, CLERK OF THE COUNTY COURT, WHICH AND FOR THE COUNTY AND STATE APPROVED, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. AND WAS DULY RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. IN THE PLAT RECORDS OF SAID COUNTY IN \_\_\_\_\_ VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

BY: JAMES E. LACKNEY  
CLERK, COUNTY COURT  
WILLIAMSON COUNTY, TEXAS



3DS  
Land Surveyors  
and Surveyors  
Professional Seal  
Registration No. 1100000000  
Exp. Date 12-31-2025  
JAS 001 000  
JAS 001 000  
JAS 001 000

**Bridle Gate**  
WILLIAMSON COUNTY, TEXAS  
PRELIMINARY PLAT

SCALE: 1" = 100' DATE: 01-14-2025  
PRELIMINARY 2ND SUBMITTAL  
DRAWN BY: THOMAS THORNBELL  
FILE NAME: 07-140  
APPROVED BY: JAS  
PROJECT NO.: 07-140

SHEET  
**2**  
OF 2

SITE



William C. Shaw  
R022280 2.00ac  
T20 S 1/2 Sec 10  
Liberty Hill, TX 78042

# Bridle Gate

A SUBDIVISION IN  
WILLIAMSON COUNTY, TEXAS

BEING 14.93 ACRES OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE FILED FOR RECORD IN VOLUME 812, PAGE 135, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING THAT CERTAIN 14.93 ACRE TRACT OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE DESCRIBED IN ASSIGNMENT FILED OF RECORDS IN VOLUME 888, PAGE 46, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Richard & Lisa Truitt  
R022280 2.00ac  
170 E. Hwy 190  
Liberty Hill, TX 78042

Sharon & Lee Truitt  
R022280 2.00ac  
4007 Cleveland Ave  
Liberty Hill, TX 78042

Sharon & Lee Truitt  
R022280 2.00ac  
4007 Cleveland Ave  
Liberty Hill, TX 78042

James & Linda Truitt  
R022280 2.00ac  
4007 Cleveland Ave  
Liberty Hill, TX 78042

Wayne & Marlene O'Brien  
R022280 2.00ac  
4007 Cleveland Ave  
Liberty Hill, TX 78042

Wayne & Marlene O'Brien  
R022280 2.00ac  
4007 Cleveland Ave  
Liberty Hill, TX 78042

## LEGEND

- HIGH NOT FOUND
- HIGH NOT SET
- △ HIL FOUND
- △ CALCULATED POINT
- ( ) RECORDS BEARING, CORRECTION
- ⊙ HIGH PFC FOUND

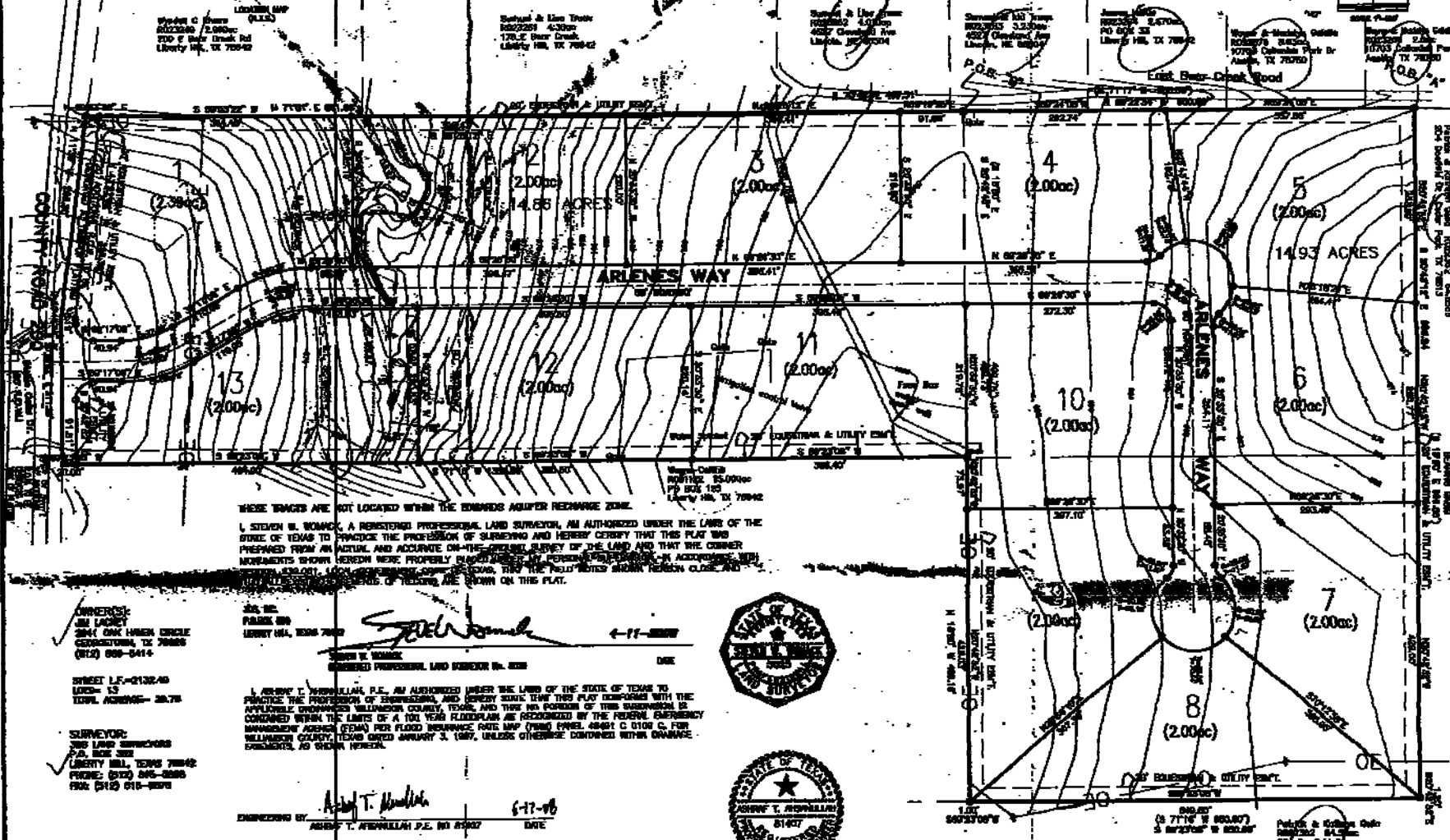
ZDS

Load Surveyor  
and Surveyor  
Williamson County, Texas  
Professional Addressed  
Liberty Hill, TX 78042

Bridle Gate  
WILLIAMSON COUNTY, TEXAS  
PRELIMINARY PLAT

SUBMITTAL TO THE BOARD OF COUNTY COMMISSIONERS  
LIBERTY HILL, TEXAS  
4-11-2008

SHEET  
1  
OF 2



WHERE TRACES ARE NOT LOCATED WITHIN THE EMBEDED ADJUTER RECHARGE ZONE.

I, STEVEN W. WONG, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO FURNISH THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED AND IDENTIFIED IN ACCORDANCE WITH THE SURVEYING ACTS, LOCAL ORDINANCES, AND USUALLY ACCEPTED PRACTICES OF THE PROFESSION OF SURVEYING.



STEVEN W. WONG  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 8028

ANDREW T. McMILLAN, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO FURNISH THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ENGINEERING STANDARDS OF WILLIAMSON COUNTY, TEXAS, AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOODPLAIN AS RECORDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48461 C 0101 G, FOR WILLIAMSON COUNTY, TEXAS DATED JANUARY 3, 1997, UNLESS OTHERWISE CONTAINED WITHIN GRAPHIC ELEMENTS AS SHOWN HEREON.

ENGINEERING BY: ANDREW T. McMILLAN, P.E. NO. 81407

ADVISED CONSULTING ENGINEERS  
2224 W. HWY. 190, SUITE 1-4  
AUSTIN, TEXAS 78748

OWNER(S):  
JIM LACRO  
2044 CANYON LINDEN CIRCLE  
COLUMBIA, TX 76802  
(817) 698-0414

STREET L.F.-0132-40  
LINES 13  
TOTAL ACRES= 24.78

SURVEYOR:  
ANDREW T. McMILLAN  
P.E. NO. 81407  
LIBERTY HILL, TEXAS 78042  
PHONE: (817) 698-0414  
FAX: (817) 615-8870







# Bridle Gate

A SUBDIVISION IN  
WILLIAMSON COUNTY, TEXAS

BEING 14.23 ACRES OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE, FILED FOR RECORD IN VOLUME 581, PAGE 135, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THAT CERTAIN ACRES TRACT OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE, DESCRIBED IN ASSIGNMENT FILED FOR RECORD IN VOLUME 581, PAGE 40, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TOP SECRET//COMINT//NOFORN  
 REF ID: A66666  
 PROJECT: TOP SECRET//NOFORN  
 DATE: 10/10/2001

### LEGEND

- IRON ROD FOUND
- IRON ROD SET
- ▲ NAIL FOUND
- ▲ CALCULATED POINT
- ( ) MEASURED BEARING, DISTANCE
- IRON PIPE FOUND

Wynell G. Flowers  
8023249 2-0100  
200 E Deer Creek Rd  
Liberty, MO, TX 78042

Shrimp & Lob Temp  
#023283 4.3000  
175 E Bear Creek  
Liberty Hill TX 78042

Starnes & Linn Truck  
#023002 401 Pac  
4537 Cleveland Ave  
Livonia, MI 48004

Bureau & Mr. J. Edgar  
 HOOVER 3-2400  
 4027 Cleveland Ave.  
 Kansas City, Mo. 64111

James McKip  
MO25284 2.8700e  
PO BOX 33  
Liberty Hill, TX 78642

Wagner & Moxley Studio  
908-2375 E.95nd  
10705 Coltondale Park Dr  
Austin, TX 78748

10703 Calloway Park  
 Austin, TX 78759

**SOS**  
**Land Surveyors**  
and  
**Engineers • Topographers**  
**Construction • General Building**

P.O. Box 680  
LEWIS HILL, PA 79040

**Bridle Gate**  
WILLIAMSON COUNTY, TEXAS  
PRELIMINARY PLAT

COALESCE 100 DATED 4-11-2008  
PRELIMINARY  
DRAWN BY DERY THORNHILL  
FILE NAME 07-140  
APPROVED BY S.W.  
PROJECT NO. 07-140

**SHEET**  
**1**  
**OF 2**

OWNER(S):  
JIM LACROIX  
2041 ONE HUNDRED CIRCLE  
GROESBECK, TX 75866  
(937) 398-5414

STREET L.F.-2132.40  
LOBB- 13  
TOTAL ACHIEVE- 28.70

**SURVEYOR:**  
306 LAND SURVEYORS  
P.O. BOX 202  
LIBERTY HILL, TEXAS 77942  
PHONE: (512) 515-0005  
FAX: (512) 515-0070

302, INC.  
P.O. BOX 100  
LINCOLN, NE 68502

[illegible]

4-11-2000

C. ANDREW T. ANDERHILL, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TENNESSEE TO  
PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY STATE THAT THIS PLAN CONFORMS WITH THE  
APPLICABLE ORDINANCES WILLIAMSON COUNTY, TENNESSEE, AND THAT NO PORTION OF THIS SUBMISSION IS  
CONTAINED WITHIN THE LIMITS OF A TWO YARD FLOODPLAIN AS RECOGNIZED BY THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY TENNESSEE PER FLOOD INSURANCE RATE MAP (FIRM) PANEL 49047 G 0100 D, FIRM  
WILLIAMSON COUNTY, TENNESSEE DATED JANUARY 3, 1987, UNLESS OTHERWISE CAPTIONED WITHIN DRAWING.  
EACH DRAWING AS SHOWN HEREON.

ENGINEERING BY ASHRAF T. ABUJAWAR, P.E., No. 31407

ADVANCED CONSULTING ENGINEERS  
2024 BEE OME RD, SUITE 1-4  
AUSTIN, TEXAS 78702

5-8-82  
DATE

115



Patrick & Kathryn Collins  
RD22392 64.625m  
204 Doxford Cr  
Cedar Park, TX 78613

**received**  
5/2/07

2004-2079 ACRES OF LAND, MORE OR LESS, OUT OF THE ESTATE OF LEONARD  
SHERRY, AGENCY NO. 700, IN WILLIAMSON COUNTY, TEXAS AND MORE  
THE SAME LAND CONVEYED TO GEORGE ROBERT LACKEY, TRUSTEE OF THE  
ROBERT LACKEY MARITAL SURVIVOR'S TRUST AND HIS SUCCESSORS  
THIS TRUST IS BEING RECORDED IN DOCUMENT NO. 200707101, OFFICIAL  
PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND MORE MORE  
PARTICULARS ARE SET FORTH IN A NOTICE AND BIDDING AS FOLLOWS:

Thompson SUB-CMP12B along the east line of this said 14.93 acre tract and a north-south line of said 66.25 acre tract, a distance of 300.24 feet to a corner for a tract and thence;

Thence S89°29'00"W along a westerly-southwesterly line of said 64.55-acre tract and the east line of 84.66 and 14.33 acre tract a distance of 639.68 feet to a point for a line run out being the southeast corner of a 13.80 acre tract as recorded in Document No. 249583-04914; thence southwesterly of said 13.80-acre tract, Thence

Thence N40°30'00"W along the west line of said 15 acre tract to the west line of the said 14.83 acre tract a distance of 429.51 feet to a iron nail found for the southeast corner of said 15 acre tract;

Thence S71°16'00"W along a north line of said 15.00-acre tract and the south line of this said 14.25-acre tract a distance of 1306.50 feet to a point for a line run out in the survey west corner of this said 14.00-acre tract and to the west right of way of County Road 202, and being the northwest corner of said 15.00-acre tract;

There are 115' 30" W along the east right of way of said County Road 203 and the east line of this unit 14.55' are not a distance of 211.25 feet to an area and not a corner.

Thence N41°30'00"W continuing along the east right of way of said County Road 283, and the west line of this said 14.86 acre tract a distance of 295.30 feet to a iron rod found for the northeast corner of this said 14.86 acre tract and the southeast corner of a 2.08 acre tract.

**THENCE N77°39'06"E along the south line of said L.S.I. now lost and the north line of said L.S.I.**

Thence N70°40'00"E along the south line of this said 14.95-acre tract and the south right of way of Hart House Creek Road, a distance of 467.51 feet to an iron rod stake;

Thence N89°23'4"E along the north Eas of the said 14.93 acre tract and the south right of way of East Bear Creek Road, a distance of 654.60 feet to the POINT OF BEGINNING and containing 78.79 acres more or less.

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED SEWAGE TREATMENT SYSTEM.

2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SOME HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY ORANGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLAMSBURG COUNTY.

4. ALL EXPENSES ON PRIME PROPERTY SHALL BE BORROWED BY THE PROPERTY OWNER OR HIS/HER AGENT.

8. PROPERTY OWNER AND HIS/HER AGENTS SHALL PROVIDE FOR ACCESS TO DRAINAGE  
SYSTEMS AS MAY BE NECESSARY AND SHALL NOT PREVENT ACCESS BY  
GOVERNMENTAL AGENCIES.

5. THE DEVELOPER, MAJOR SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOODED AREAS AND THAT SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE REQUIRED ACTION OF THE BUYER FOR FLOOD PLANNING SHALL BE DESCRIBED IN THE FLOOD PLAN DEVELOPMENT PERMIT. THE REQUIRED ACTION OF THE BUYER SHALL BE DESCRIBED IN THE FLOOD PLAN DEVELOPMENT PERMIT. THE REQUIRED ACTION OF THE BUYER SHALL BE DESCRIBED IN THE FLOOD PLAN DEVELOPMENT PERMIT.

7. PRIOR TO ANY CHANGE, ALTERATION, BRIDGE CONSTRUCTION, FILL OR DRAINING, CHAINING, GRADING, ELEVATION, OR GRADING OF SURFACES OR ANY OTHER WORK, THE FLOOD PLAIN LOCATED WITHIN THE SUBJECT AS APPLICABLE FOR FLOOD PLAIN DEVELOPMENT PERMITS WITH A DESCRIPTION OF THE PROJECT AND THE EXTENT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.

- [illegible]

2. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLAMETTE COUNTY WATERSHED REGULATIONS, SECTION BTG.1, ON NEW DEVELOPMENT THAT WOULD ENHANCE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

[illegible]

WITNESS MY HAND THIS 21 DAY OF JANUARY 1968

WFO JAMES R. LARNEY

**DR. WILLIAM A. LANEY**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON WHO DAY PERSONALLY APPEARED JAMES R. LADNEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS 12 DAY OF JANUARY, 1900. A.D.

**MODITY PUBLIC IN AND FOR  
THE STATE OF TEXAS**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARLENE A. LAGREY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBMITTED TO THE FOREGOING INCIDENT, AND ACKNOWLEDGED TO ME THAT HE ENDOWS THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

INJURY PUBLIC IN AND FOR  
THE STATE OF TEXAS

## REPRESENTATIVE

WELLS COUNTY AND CITY HEALTH INSPECTOR AFTERNOON

MADE UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVIVOR WHOSE DEAL IS AFFIRMED  
 AND, AND AFTER A REVIEW OF THE PLAN AS REPRESENTED BY THE SAID ENGINEER OR  
 SURVIVOR, I FIND THAT THIS PLAN COMPLIES WITH THE REQUIREMENTS OF SEVERAL ACQUIRED  
 REGULATIONS FOR WELLINGTON COUNTY. THE WELLINGTON-COUNTY FLOOD PLAIN REGULATIONS,  
 1974, AND THE WELLINGTON-COUNTY FLOOD PLAIN REGULATIONS, 1974, WHICH ARE IN  
 THE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE DELETED UPON FOR  
 REPRESENTATIONS OF THE FACTS ALLEGED. THE WELLINGTON COUNTY AND CHIEF HEALTH DISTRICT  
 AND WELLINGTON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR  
 THE INFORMATION CONTAINED HEREIN, WHETHER BY NEGLIGENCE OR OTHERWISE, CONSEQUENT TO  
 THE PLAN AND THE DOCUMENTS ASSOCIATED WITH IT.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SULLIVAN COUNTY COMMUNITY COURT RECRUITMENT AND ATTORNEY

[illegible]

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

I, DONA A. SMITH, COUNTY JUDGE OF WILLIAMSON COUNTY, TENNESSEE, DO HEREBY CERTIFY THAT THIS MAP OR PLAN, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE ATTENDING HEREON, KNOWN AS "WINDLE GATE", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TENNESSEE, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAN IS AUTHORIZED TO BE RECORDED AND KEPT ON IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TENNESSEE.

DAN A. DETMOLD, COUNTY JUDGE. DWG

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

WALTER E. JENSEN, CLERK OF THE COUNTY AND EX-OFFICIO FOR THE COUNTY AND STATE  
 A TRUE AND CORRECT COPY OF THE ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
 CALIFORNIA, IN THE MATTER OF THE ESTATE OF JAMES EARL RAY, IS HEREBY  
 CERTIFIED TO YOU BY ME, THE CLERK OF THE COUNTY, FOR RECORD IN MY OFFICE ON THE

DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS TRULY RECORDED ON THE  
 THE DAY OF \_\_\_\_\_ A.D. AT \_\_\_\_\_  
 O'CLOCK \_\_\_\_\_ M. IN THE PRESENCE OF \_\_\_\_\_

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

BY:                       
 HARRY E. RITTER  
 CLERK, COUNTY COURT  
 WILLAMSON COUNTY, TEXAS

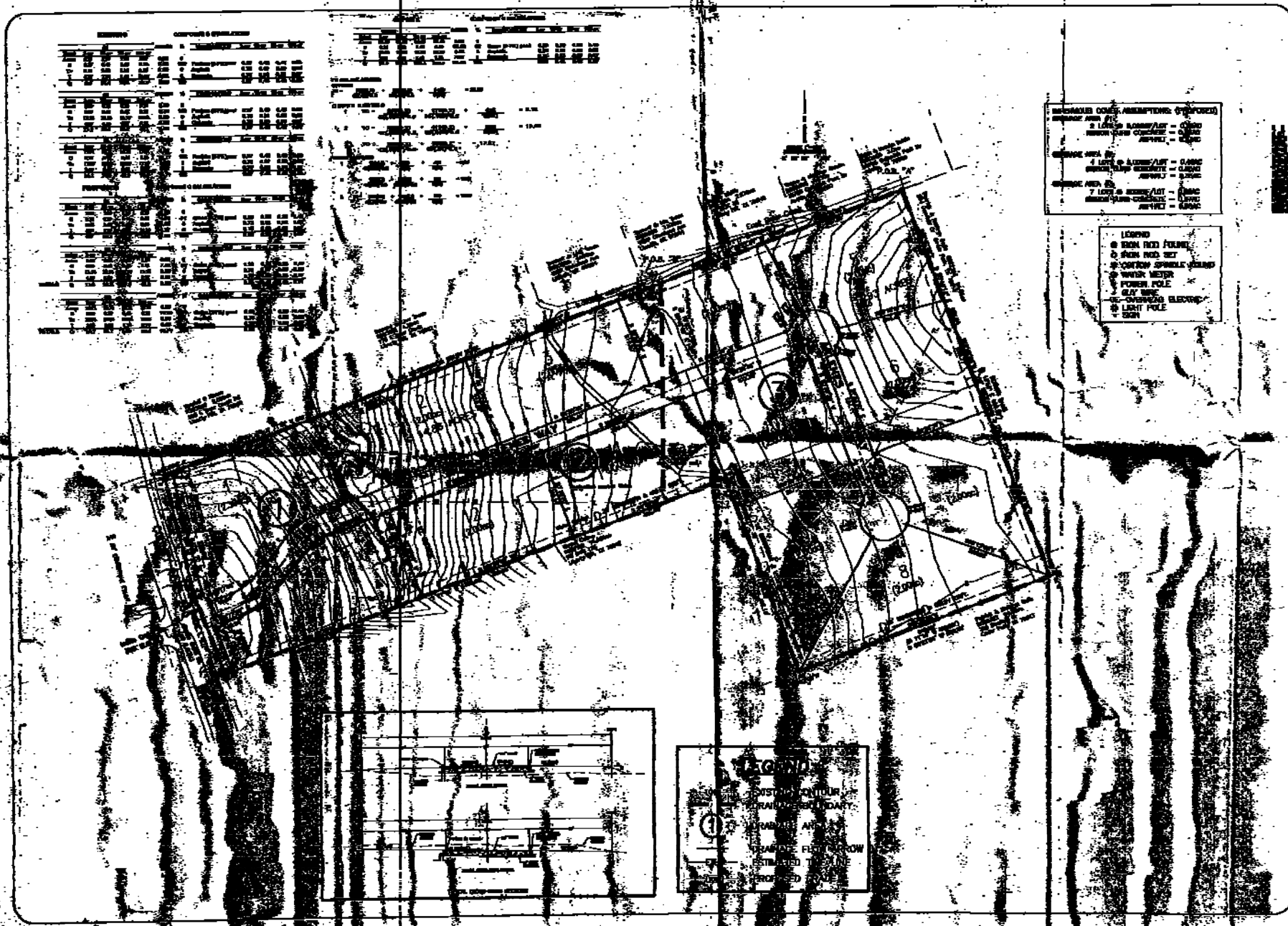
**SDS**  
SOLUBLE DYE  
SOLUBLE DYE  
SOLUBLE DYE

**JDS**  
**Land Surveyors**  
**SPS Service**  
**Buildings • Topography**  
**Construction • Commercial • Residential**  
**PA 606 660**  
**10000 101 70 7000**

**Bridle Gate**  
WILLIAMSON COUNTY, TEXAS  
PRELIMINARY PLAT

DEADLINE=1001 DATED 4-14-2008  
 PRELIMINARY AND SUBMITTAL  
 DRAWN BY THOMAS THOMPSON  
 FILE NAME 07-140  
 APPROVED BY E.W.  
 PROJECT NO. 07-140

SHEET  
**2**  
OF 2



STATION	DATE	BY	REVISION
1	10/1/58	J. L. B.	1
2	10/1/58	J. L. B.	2
3	10/1/58	J. L. B.	3
4	10/1/58	J. L. B.	4
5	10/1/58	J. L. B.	5
6	10/1/58	J. L. B.	6
7	10/1/58	J. L. B.	7
8	10/1/58	J. L. B.	8
9	10/1/58	J. L. B.	9
10	10/1/58	J. L. B.	10
11	10/1/58	J. L. B.	11
12	10/1/58	J. L. B.	12
13	10/1/58	J. L. B.	13
14	10/1/58	J. L. B.	14
15	10/1/58	J. L. B.	15
16	10/1/58	J. L. B.	16
17	10/1/58	J. L. B.	17
18	10/1/58	J. L. B.	18
19	10/1/58	J. L. B.	19
20	10/1/58	J. L. B.	20
21	10/1/58	J. L. B.	21
22	10/1/58	J. L. B.	22
23	10/1/58	J. L. B.	23
24	10/1/58	J. L. B.	24
25	10/1/58	J. L. B.	25
26	10/1/58	J. L. B.	26
27	10/1/58	J. L. B.	27
28	10/1/58	J. L. B.	28
29	10/1/58	J. L. B.	29
30	10/1/58	J. L. B.	30
31	10/1/58	J. L. B.	31
32	10/1/58	J. L. B.	32
33	10/1/58	J. L. B.	33
34	10/1/58	J. L. B.	34
35	10/1/58	J. L. B.	35
36	10/1/58	J. L. B.	36
37	10/1/58	J. L. B.	37
38	10/1/58	J. L. B.	38
39	10/1/58	J. L. B.	39
40	10/1/58	J. L. B.	40
41	10/1/58	J. L. B.	41
42	10/1/58	J. L. B.	42
43	10/1/58	J. L. B.	43
44	10/1/58	J. L. B.	44
45	10/1/58	J. L. B.	45
46	10/1/58	J. L. B.	46
47	10/1/58	J. L. B.	47
48	10/1/58	J. L. B.	48
49	10/1/58	J. L. B.	49
50	10/1/58	J. L. B.	50
51	10/1/58	J. L. B.	51
52	10/1/58	J. L. B.	52
53	10/1/58	J. L. B.	53
54	10/1/58	J. L. B.	54
55	10/1/58	J. L. B.	55
56	10/1/58	J. L. B.	56
57	10/1/58	J. L. B.	57
58	10/1/58	J. L. B.	58
59	10/1/58	J. L. B.	59
60	10/1/58	J. L. B.	60
61	10/1/58	J. L. B.	61
62	10/1/58	J. L. B.	62
63	10/1/58	J. L. B.	63
64	10/1/58	J. L. B.	64
65	10/1/58	J. L. B.	65
66	10/1/58	J. L. B.	66
67	10/1/58	J. L. B.	67
68	10/1/58	J. L. B.	68
69	10/1/58	J. L. B.	69
70	10/1/58	J. L. B.	70
71	10/1/58	J. L. B.	71
72	10/1/58	J. L. B.	72
73	10/1/58	J. L. B.	73
74	10/1/58	J. L. B.	74
75	10/1/58	J. L. B.	75
76	10/1/58	J. L. B.	76
77	10/1/58	J. L. B.	77
78	10/1/58	J. L. B.	78
79	10/1/58	J. L. B.	79
80	10/1/58	J. L. B.	80
81	10/1/58	J. L. B.	81
82	10/1/58	J. L. B.	82
83	10/1/58	J. L. B.	83
84	10/1/58	J. L. B.	84
85	10/1/58	J. L. B.	85
86	10/1/58	J. L. B.	86
87	10/1/58	J. L. B.	87
88	10/1/58	J. L. B.	88
89	10/1/58	J. L. B.	89
90	10/1/58	J. L. B.	90
91	10/1/58	J. L. B.	91
92	10/1/58	J. L. B.	92
93	10/1/58	J. L. B.	93
94	10/1/58	J. L. B.	94
95	10/1/58	J. L. B.	95
96	10/1/58	J. L. B.	96
97	10/1/58	J. L. B.	97
98	10/1/58	J. L. B.	98
99	10/1/58	J. L. B.	99
100	10/1/58	J. L. B.	100

REMARKS: 1. 10/1/58  
2. 10/1/58  
3. 10/1/58  
4. 10/1/58  
5. 10/1/58  
6. 10/1/58  
7. 10/1/58  
8. 10/1/58  
9. 10/1/58  
10. 10/1/58  
11. 10/1/58  
12. 10/1/58  
13. 10/1/58  
14. 10/1/58  
15. 10/1/58  
16. 10/1/58  
17. 10/1/58  
18. 10/1/58  
19. 10/1/58  
20. 10/1/58  
21. 10/1/58  
22. 10/1/58  
23. 10/1/58  
24. 10/1/58  
25. 10/1/58  
26. 10/1/58  
27. 10/1/58  
28. 10/1/58  
29. 10/1/58  
30. 10/1/58  
31. 10/1/58  
32. 10/1/58  
33. 10/1/58  
34. 10/1/58  
35. 10/1/58  
36. 10/1/58  
37. 10/1/58  
38. 10/1/58  
39. 10/1/58  
40. 10/1/58  
41. 10/1/58  
42. 10/1/58  
43. 10/1/58  
44. 10/1/58  
45. 10/1/58  
46. 10/1/58  
47. 10/1/58  
48. 10/1/58  
49. 10/1/58  
50. 10/1/58  
51. 10/1/58  
52. 10/1/58  
53. 10/1/58  
54. 10/1/58  
55. 10/1/58  
56. 10/1/58  
57. 10/1/58  
58. 10/1/58  
59. 10/1/58  
60. 10/1/58  
61. 10/1/58  
62. 10/1/58  
63. 10/1/58  
64. 10/1/58  
65. 10/1/58  
66. 10/1/58  
67. 10/1/58  
68. 10/1/58  
69. 10/1/58  
70. 10/1/58  
71. 10/1/58  
72. 10/1/58  
73. 10/1/58  
74. 10/1/58  
75. 10/1/58  
76. 10/1/58  
77. 10/1/58  
78. 10/1/58  
79. 10/1/58  
80. 10/1/58  
81. 10/1/58  
82. 10/1/58  
83. 10/1/58  
84. 10/1/58  
85. 10/1/58  
86. 10/1/58  
87. 10/1/58  
88. 10/1/58  
89. 10/1/58  
90. 10/1/58  
91. 10/1/58  
92. 10/1/58  
93. 10/1/58  
94. 10/1/58  
95. 10/1/58  
96. 10/1/58  
97. 10/1/58  
98. 10/1/58  
99. 10/1/58  
100. 10/1/58

LEGEND  
 1. 10/1/58  
 2. 10/1/58  
 3. 10/1/58  
 4. 10/1/58  
 5. 10/1/58  
 6. 10/1/58  
 7. 10/1/58  
 8. 10/1/58  
 9. 10/1/58  
 10. 10/1/58  
 11. 10/1/58  
 12. 10/1/58  
 13. 10/1/58  
 14. 10/1/58  
 15. 10/1/58  
 16. 10/1/58  
 17. 10/1/58  
 18. 10/1/58  
 19. 10/1/58  
 20. 10/1/58  
 21. 10/1/58  
 22. 10/1/58  
 23. 10/1/58  
 24. 10/1/58  
 25. 10/1/58  
 26. 10/1/58  
 27. 10/1/58  
 28. 10/1/58  
 29. 10/1/58  
 30. 10/1/58  
 31. 10/1/58  
 32. 10/1/58  
 33. 10/1/58  
 34. 10/1/58  
 35. 10/1/58  
 36. 10/1/58  
 37. 10/1/58  
 38. 10/1/58  
 39. 10/1/58  
 40. 10/1/58  
 41. 10/1/58  
 42. 10/1/58  
 43. 10/1/58  
 44. 10/1/58  
 45. 10/1/58  
 46. 10/1/58  
 47. 10/1/58  
 48. 10/1/58  
 49. 10/1/58  
 50. 10/1/58  
 51. 10/1/58  
 52. 10/1/58  
 53. 10/1/58  
 54. 10/1/58  
 55. 10/1/58  
 56. 10/1/58  
 57. 10/1/58  
 58. 10/1/58  
 59. 10/1/58  
 60. 10/1/58  
 61. 10/1/58  
 62. 10/1/58  
 63. 10/1/58  
 64. 10/1/58  
 65. 10/1/58  
 66. 10/1/58  
 67. 10/1/58  
 68. 10/1/58  
 69. 10/1/58  
 70. 10/1/58  
 71. 10/1/58  
 72. 10/1/58  
 73. 10/1/58  
 74. 10/1/58  
 75. 10/1/58  
 76. 10/1/58  
 77. 10/1/58  
 78. 10/1/58  
 79. 10/1/58  
 80. 10/1/58  
 81. 10/1/58  
 82. 10/1/58  
 83. 10/1/58  
 84. 10/1/58  
 85. 10/1/58  
 86. 10/1/58  
 87. 10/1/58  
 88. 10/1/58  
 89. 10/1/58  
 90. 10/1/58  
 91. 10/1/58  
 92. 10/1/58  
 93. 10/1/58  
 94. 10/1/58  
 95. 10/1/58  
 96. 10/1/58  
 97. 10/1/58  
 98. 10/1/58  
 99. 10/1/58  
 100. 10/1/58

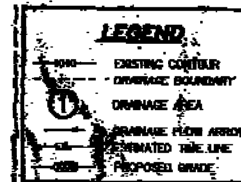
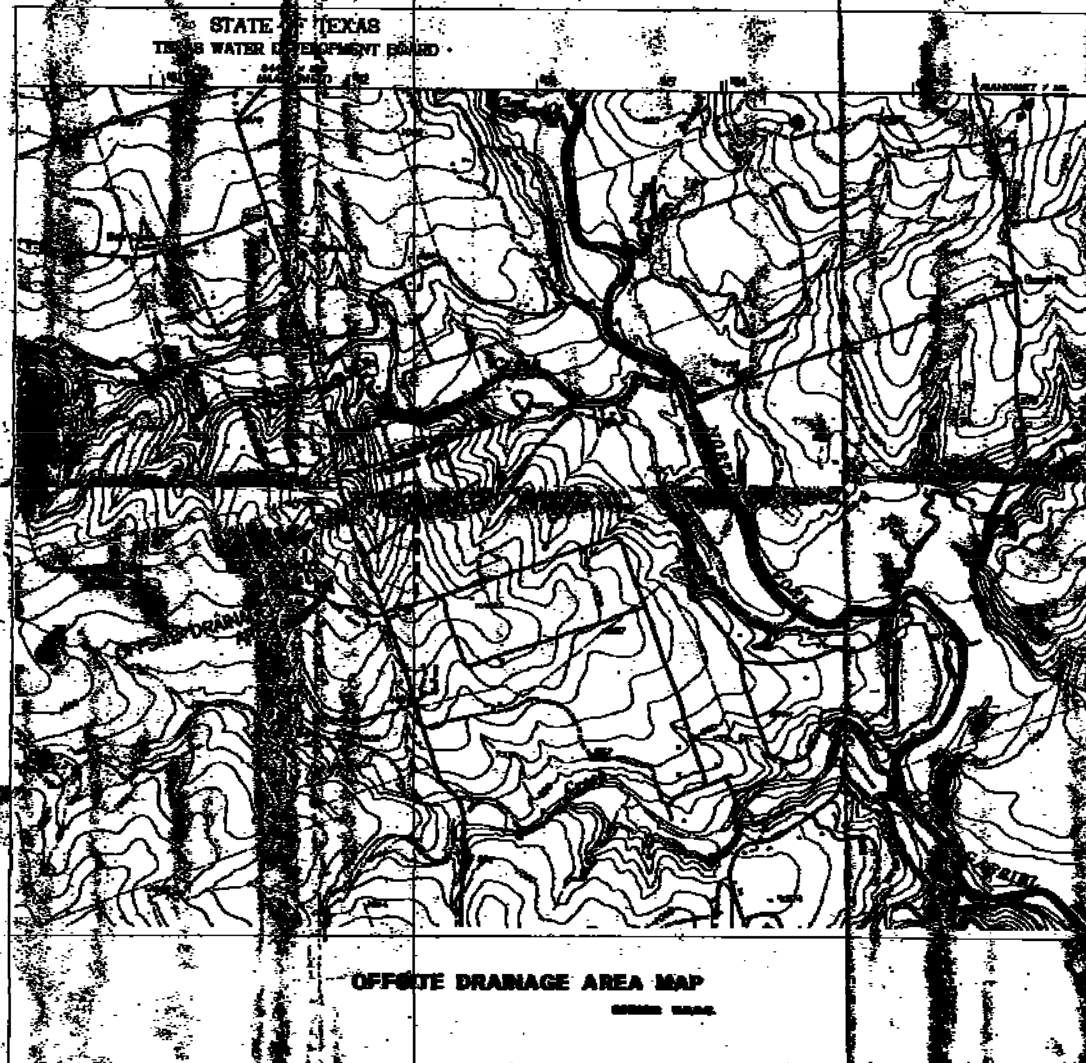
LEGEND  
 1. 10/1/58  
 2. 10/1/58  
 3. 10/1/58  
 4. 10/1/58  
 5. 10/1/58  
 6. 10/1/58  
 7. 10/1/58  
 8. 10/1/58  
 9. 10/1/58  
 10. 10/1/58  
 11. 10/1/58  
 12. 10/1/58  
 13. 10/1/58  
 14. 10/1/58  
 15. 10/1/58  
 16. 10/1/58  
 17. 10/1/58  
 18. 10/1/58  
 19. 10/1/58  
 20. 10/1/58  
 21. 10/1/58  
 22. 10/1/58  
 23. 10/1/58  
 24. 10/1/58  
 25. 10/1/58  
 26. 10/1/58  
 27. 10/1/58  
 28. 10/1/58  
 29. 10/1/58  
 30. 10/1/58  
 31. 10/1/58  
 32. 10/1/58  
 33. 10/1/58  
 34. 10/1/58  
 35. 10/1/58  
 36. 10/1/58  
 37. 10/1/58  
 38. 10/1/58  
 39. 10/1/58  
 40. 10/1/58  
 41. 10/1/58  
 42. 10/1/58  
 43. 10/1/58  
 44. 10/1/58  
 45. 10/1/58  
 46. 10/1/58  
 47. 10/1/58  
 48. 10/1/58  
 49. 10/1/58  
 50. 10/1/58  
 51. 10/1/58  
 52. 10/1/58  
 53. 10/1/58  
 54. 10/1/58  
 55. 10/1/58  
 56. 10/1/58  
 57. 10/1/58  
 58. 10/1/58  
 59. 10/1/58  
 60. 10/1/58  
 61. 10/1/58  
 62. 10/1/58  
 63. 10/1/58  
 64. 10/1/58  
 65. 10/1/58  
 66. 10/1/58  
 67. 10/1/58  
 68. 10/1/58  
 69. 10/1/58  
 70. 10/1/58  
 71. 10/1/58  
 72. 10/1/58  
 73. 10/1/58  
 74. 10/1/58  
 75. 10/1/58  
 76. 10/1/58  
 77. 10/1/58  
 78. 10/1/58  
 79. 10/1/58  
 80. 10/1/58  
 81. 10/1/58  
 82. 10/1/58  
 83. 10/1/58  
 84. 10/1/58  
 85. 10/1/58  
 86. 10/1/58  
 87. 10/1/58  
 88. 10/1/58  
 89. 10/1/58  
 90. 10/1/58  
 91. 10/1/58  
 92. 10/1/58  
 93. 10/1/58  
 94. 10/1/58  
 95. 10/1/58  
 96. 10/1/58  
 97. 10/1/58  
 98. 10/1/58  
 99. 10/1/58  
 100. 10/1/58

BRIDLE GATE  
 CHICO, LIBERTY HILL, TEXAS  
 ON-SITE DRAINAGE AREA MAP

ADVANCED CONSULTING ENGINEERS  
 Civil Engineering Consultants, Planners  
 1001 W. 14TH AVE., SUITE 100  
 AUSTIN, TEXAS 78704  
 TEL: 444-1100

1 2

10/1/58



DRAINAGE NOTES  
OFFSITE DRAINAGE AREA = 80.4 AC

BRIDGE NO. 100  
BRIDGE NO. 101  
BRIDGE NO. 102  
BRIDGE NO. 103  
BRIDGE NO. 104

**ADVANCED CONSULTING ENGINEERS**  
Civil Engineering Consultants, Houston  
4401 WEST 24TH STREET, SUITE 200  
HOUSTON, TEXAS 77058  
(713) 444-1700

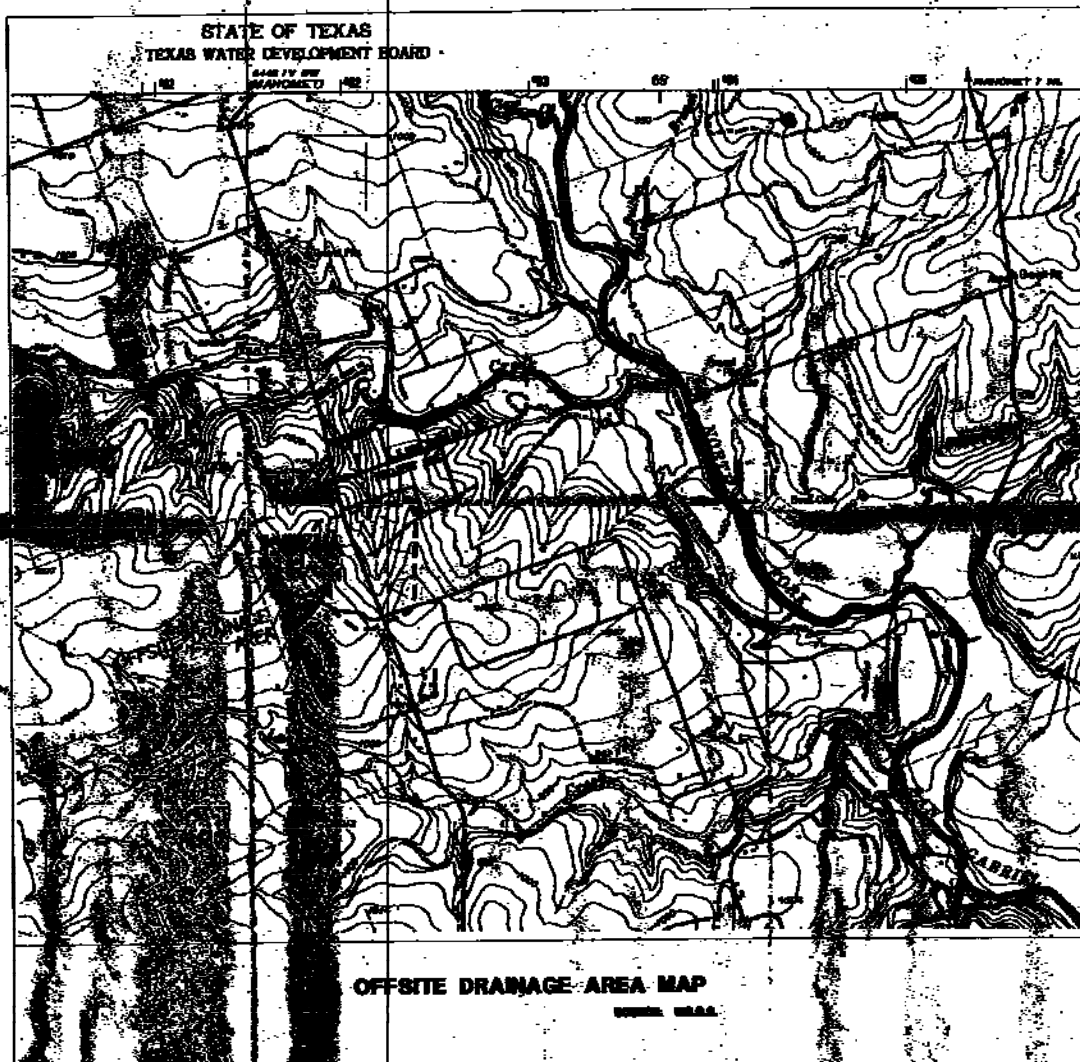


**BRIDLE GATE**  
CROSS, LIBERTY HILL, TEXAS  
OFFSITE DRAINAGE AREA MAP

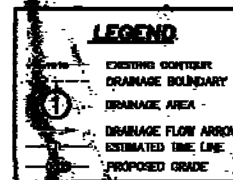
SHEET NO.  
2 OF 2







Version: 2012.0



10447 JR. 1000  
 CHERRY ST. AL  
 10448 JR. 1000  
 10449 JR. 1000

**ADVANCED CONSULTING ENGINEERS**

**LEAD CONSULTING AND  
ENVIRONMENTAL CONSULTANTS, AMSTERDAM**

**Joining Components, Starting**

1990

4



BRIDLE GATE  
C8200, LIBERTY HILL, TEXAS  
OFFSITE DRAINAGE AREA MAP

2.3

**Commissioners Court - Regular Session****22.****Meeting Date:** 07/26/2011

Discuss and consider approval for the final plat of Hines Ranches (Pct. #3)

**Submitted For:** Joe England**Submitted By:** Joe England, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approval for the final plats of Hines Ranches (Pct. #3)

**Background**

This rerquest consists of the review and approval of TWO final plats:

- Hines Ranch
- The Ranch at Florence

---

**Attachments**Hines RanchThe Ranch at Florence**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Joe England		Started On: 07/21/2011 08:04 AM
	Final Approval Date: 07/21/2011	



**Commissioners Court - Regular Session****23.****Meeting Date:** 07/26/2011

Discuss and consider approval for the final plat of The Ranch at Florence (Pct. #3)

**Submitted For:** Joe England**Submitted By:** Joe England, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Agenda Item**

Discuss and consider approval for the final plat of The Ranch at Florence (Pct. #3)

**Background**

This is a separate plat from "Hines Ranch" and will require separate approval

---

**Attachments**The Ranch at Florence**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Joe England		Started On: 07/21/2011 08:39 AM
	Final Approval Date: 07/21/2011	

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 07/26/2011

Agreement with Granger Volunteer Fire Dept. 2010 2011

**Submitted For:** Dan Gattis

**Submitted By:**

Peggy Vasquez,  
County Judge

**Department:** County Judge

---

**Agenda Item**

Discuss and take appropriate action regarding Agreement with Granger Volunteer Fire Dept for year 2010/2011.

**Background**

---

**Attachments**

Agreement Granger VFD 2010 2011

Granger Fire Dept. Accounting 2010

**Form Review**

Form Started By: Peggy Vasquez

Started On: 07/21/2011 03:49 PM

Final Approval Date: 07/21/2011

# **AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS**

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

## **I.**

### **Obligations of Emergency Service Organizations**

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

#### **A. Services provided by Emergency Service Organizations**

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
  - Hazardous Material Team
  - Swift Water Team
  - Technical Rescue Team
  - County Resource Coordination
  - Incident Management Team

#### **B. Emergency Service Organizations Performance Standards**

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

#### **C. Emergency Medical Service Involvement**

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

## **II.**

### **Prevention and Investigation**

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

### **III.**

#### **Reimbursement Formula and Consideration**

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1<sup>st</sup> of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1<sup>st</sup>) and the second installment being paid in the fall (prior to September 30<sup>th</sup>) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1<sup>st</sup>, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

### **IV.**

#### **Failure to Meet Conditions; Suspension of Funding and Termination**

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

**V.**  
**Right to Withdraw**

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

**VI.**  
**Term of Agreement; And Effective Date**

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

**VII.**  
**Related Agreements**

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

**VIII.**  
**Relationship of the Parties**

The parties to this Agreement shall act in individual capacities 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 any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

## **IX.**

### **Miscellaneous Provisions**

- A. Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. 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 obligations of all parties shall be construed and enforced in accordance therewith. All 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 valid and enforceable.
- D. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. 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 any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto 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.

- F. Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

**BARTLETT VOLUNTEER FIRE DEPARTMENT**

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

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

**COUPLAND VOLUNTEER FIRE DEPARTMENT**

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

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

**FLORENCE VOLUNTEER FIRE DEPARTMENT**

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

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

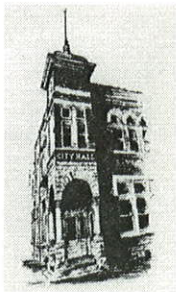
**GRANGER VOLUNTEER FIRE DEPARTMENT**

By: Steven Vrabel

Printed Name: STEVEN VRABEL

Representative Capacity: G.V.F.D. FIRE CHIEF

Date: JUNE, 15, 2011



# CITY OF GRANGER

P. O. BOX 367 ♦ 214 E. DAVILLA ST. ♦ GRANGER, TEXAS 76530  
512/859-2755 ♦ 512/859-2871 (FAX)

Jerry Lalla  
Mayor

Sabra Davis  
City Secretary

Anthony Morehouse  
Mayor Pro Tem

Councilmembers  
Amanda Broch  
Rita Marburger  
Brad Schwiter  
Katheryn Montgomery

July 19, 2011

Judge Dan A. Gattis  
County Judge  
Williamson County  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Dear Judge Gattis:

Enclosed is the City of Granger Fire Department Eligible Expenditures for 2010. If you have any questions, please contact me at 512/859-2755.

Sincerely,

CITY OF GRANGER

Rosie Ramirez  
Asst City Admin

Enclosure

cc: File

**CITY OF GRANGER**  
**FIRE DEPARTMENT ELIGIBLE EXPENDITURES**  
**January 1, 2010 through December 31, 2010**

Fire Marshall Fees		\$ 1,500.00
Training		1,500.00
Vehicle Maintenance		506.38
Fuel		1,108.71
Communications		2,623.55
Insurance		
Trucks/Building	\$ 7,005.96	
Accident, Sickness, Life	2,806.00	
Workers Compensation	<u>465.96</u>	
Insurance Total		\$ 10,277.92
Equipment		6,220.00
Apparatus / Fire Truck		10,000.00
Bldg. Addn.		- 0-
Building Maintenance		2,782.00
Equipment Repair & Maintenance		<u>1,889.87</u>
<b>TOTAL</b>		<b>\$ 38,408.43</b>

**\*\*There are other expenditures not included in the total such as utilities, general supplies etc. but are ineligible expenditures not included in the total above. \*\***

**City of Granger-Volunteer Fire Department- Rural Fire Appropriation**  
**Eligible Expenses**  
**January 2010 - December 2010**

	Date	Name	Memo	Amount
<b>Worker's Comp</b>				
	01/01/2010	TML Intergov. Risk Pool		38.53
	02/01/2010	TML Intergov. Risk Pool		38.53
	03/01/2010	TML Intergov. Risk Pool		38.53
	04/01/2000	TML Intergov. Risk Pool		38.53
	05/01/2010	TML Intergov. Risk Pool		38.53
	06/01/2010	TML Intergov. Risk Pool		38.53
	07/01/2010	TML Intergov. Risk Pool		38.53
	08/01/2010	TML Intergov. Risk Pool		38.53
	09/01/2010	TML Intergov. Risk Pool		38.53
	10/01/2010	TML Intergov. Risk Pool		38.53
	11/01/2010	TML Intergov. Risk Pool		38.53
	12/01/2010	TML Intergov. Risk Pool		38.53
<b>Total-Worker's Comp</b>				<b>465.96</b>
<b>Property/Liability Ins</b>				
	01/01/2010	TML Intergov. Risk Pool		583.83
	02/01/2010	TML Intergov. Risk Pool		583.83
	03/01/2010	TML Intergov. Risk Pool		583.83
	04/01/2000	TML Intergov. Risk Pool		583.83
	05/01/2010	TML Intergov. Risk Pool		583.83
	06/01/2010	TML Intergov. Risk Pool		583.83
	07/01/2010	TML Intergov. Risk Pool		583.83
	08/01/2010	TML Intergov. Risk Pool		583.83
	09/01/2010	TML Intergov. Risk Pool		583.83
	10/01/2010	TML Intergov. Risk Pool		583.83
	11/01/2010	TML Intergov. Risk Pool		583.83
	12/01/2010	TML Intergov. Risk Pool		583.83
<b>Total-Property/Liability Ins</b>				<b>7,005.96</b>
<b>VFD Accident &amp; Sickness</b>				
	03/01/2010	Regnier & Associates, li Accident & Sickness Policy #2144-52		2,806.00
<b>Total-VFD Accident &amp; Sickness</b>				<b>2,806.00</b>
<b>Marshall Fees</b>				
	01/01/2010	Loessin, Kelly L		125.00
	02/01/2010	Loessin, Kelly L		125.00
	03/01/2010	Loessin, Kelly L		125.00
	04/01/2000	Loessin, Kelly L		125.00
	05/01/2010	Loessin, Kelly L		125.00
	06/01/2010	Loessin, Kelly L		125.00
	07/01/2010	Loessin, Kelly L		125.00
	08/01/2010	Loessin, Kelly L		125.00
	09/01/2010	Loessin, Kelly L		125.00
	10/01/2010	Loessin, Kelly L		125.00
	11/01/2010	Loessin, Kelly L		125.00
	12/01/2010	Loessin, Kelly L		125.00
<b>Total-Marshall Fees</b>				<b>1,500.00</b>
<b>Utilities      **Not Eligible Expenses**</b>				

**City of Granger-Volunteer Fire Department- Rural Fire Appropriation**  
**Eligible Expenses**  
January 2010 - December 2010

	Date	Name	Memo	Amount
<b>Repairs &amp; Maint of Equipment</b>				
	02/05/2010	Chief Supply		142.87
	02/09/2010	Westex Welding		6,220.00
	02/09/2010	Westex Welding		261.22
	02/26/2010	Precision AG		1,485.78
<b>Repairs &amp; Maint Total</b>				<b>8,109.87</b>
<b>Telephone &amp; Communications</b>				
	01/01/2010	Verizon Southwest	Fire Dept.	91.16
	02/01/2010	Verizon Southwest	Fire Dept.	45.53
	03/01/2010	Verizon Southwest	Fire Dept Feb./March	45.65
	04/01/2010	Verizon Southwest	Fire Dept April	40.87
	05/01/2010	Verizon Southwest	Fire Dept May	40.80
	06/01/2010	Williamson Co.	Fire Dept - Radio Interlocal Agreeemen	1,050.00
	07/01/2010	Verizon Southwest	Fire Dept June	46.03
	08/01/2010	Verizon Southwest	Fire Dept July	39.56
	09/01/2010	Verizon Southwest	Fire Dept Aug	67.01
	10/01/2010	Williamson Co.	Fire Dept - Radio Interlocal Agreeemen	1,050.00
	11/01/2010	Verizon Southwest	Fire Dept	67.01
	12/01/2010	Verizon Southwest	Fire Dept	39.93
<b>Total-Telephone &amp; Communications</b>				<b>2,623.55</b>
<b>Continuing Education</b>				
	01/01/2010			0.00
	02/01/2010			0.00
	03/01/2010			0.00
	04/01/2010			0.00
	05/01/2010			0.00
	06/01/2010			0.00
	07/01/2010			0.00
<b>Total-Continuing Education</b>				<b>1,500.00</b>
<b>General Supplies **Not Eligible Expenses**</b>				
<b>Fireman's Pension **Not Eligible Expenses**</b>				
<b>Monthly Allowance **Not Eligible Expenses**</b>				
<b>Fire Truck Repair a</b>				
	01/20/2010	Precision Ag Repair		284.38
	06/15/2010	Precision Ag Repair		222.00
<b>Fire Truck Repair Total</b>				<b>506.38</b>

**City of Granger-Volunteer Fire Department- Rural Fire Appropriation**  
**Eligible Expenses**  
January 2010 - December 2010

	Date	Name	Memo	Amount
<b>Gas, Oil, Tires, Batteries</b>				
	01/01/2010	Texas Fleet Fuel,LT	S. Vrabel - Fuel Charges	35.65
	02/01/2010	Texas Fleet Fuel,LT	J. Cervenka - Fuel charges	61.88
	03/01/2010	Texas Fleet Fuel,LT	T. Filla - Fuel Charges	66.01
	04/01/2000	Precision Ag	Diesel	166.88
	05/01/2010	Texas Fleet Fuel,LT	S. Vrabel - Fuel Charges	54.75
	06/01/2010	Texas Fleet Fuel,LT	J. Cervenka - Fuel charges	45.61
	07/01/2010	Texas Fleet Fuel,LT	J. Cervenka - Fuel charges	130.77
	08/01/2010	Texas Fleet Fuel,LT	J. Cervenka - Fuel charges	37.61
	09/01/2010	Texas Fleet Fuel,LT	G. Beard -Fuel charges	89.84
	10/01/2010	Texas Fleet Fuel,LT	J. Cervenka - Fuel charges	419.71
	11/01/2010	Texas Fleet Fuel,LT	J. Cervenka - Fuel charges	0.00
	12/01/2010	Texas Fleet Fuel,LT	G. Beard -Fuel charges	0.00
<b>Total Gas, Oil, Tires, Batteries</b>				<b>1,108.71</b>
<b>Building Repairs</b>				
	5/4/2010	Leslie Kaderka		700.00
	5/6/2010	Leslie Kaderka		<u>2,082.00</u>
<b>Total. Bldg. Repairs</b>				<b>2,782.00</b>
<b>New Truck / Apparatus</b>				
				10,000.00
<b>Total</b>				<b>10,000.00</b>
<b>Total Eligible Expenses</b>				<b><u>38,408.43</u></b>
<b>** Ineligible Expenses Not Included In Total**</b>				

**City of Granger-Volunteer Fire Department- Rural Fire Appropriation**  
**Eligible Expenses**  
**January 2010 - December 2010**

	Date	Name	Memo	Amount
<b>Worker's Comp</b>				
	01/01/2010	TML Intergov. Risk Pool		38.53
	02/01/2010	TML Intergov. Risk Pool		38.53
	03/01/2010	TML Intergov. Risk Pool		38.53
	04/01/2000	TML Intergov. Risk Pool		38.53
	05/01/2010	TML Intergov. Risk Pool		38.53
	06/01/2010	TML Intergov. Risk Pool		38.53
	07/01/2010	TML Intergov. Risk Pool		38.53
	08/01/2010	TML Intergov. Risk Pool		38.53
	09/01/2010	TML Intergov. Risk Pool		38.53
	10/01/2010	TML Intergov. Risk Pool		38.53
	11/01/2010	TML Intergov. Risk Pool		38.53
	12/01/2010	TML Intergov. Risk Pool		38.53
<b>Total Worker's Comp</b>				<b>465.96</b>
<b>Property/Liability Ins</b>				
	01/01/2010	TML Intergov. Risk Pool		583.83
	02/01/2010	TML Intergov. Risk Pool		583.83
	03/01/2010	TML Intergov. Risk Pool		583.83
	04/01/2000	TML Intergov. Risk Pool		583.83
	05/01/2010	TML Intergov. Risk Pool		583.83
	06/01/2010	TML Intergov. Risk Pool		583.83
	07/01/2010	TML Intergov. Risk Pool		583.83
	08/01/2010	TML Intergov. Risk Pool		583.83
	09/01/2010	TML Intergov. Risk Pool		583.83
	10/01/2010	TML Intergov. Risk Pool		583.83
	11/01/2010	TML Intergov. Risk Pool		583.83
	12/01/2010	TML Intergov. Risk Pool		583.83
<b>Total Property/Liability Ins</b>				<b>7,005.96</b>
<b>VFD Accident &amp; Sickness</b>				
	03/01/2010	Regnier & Associates, Inc Accident & Sickness Policy #2144-521		2,806.00
<b>Total VFD Accident &amp; Sickness</b>				<b>2,806.00</b>
<b>Marshall Fees</b>				
	01/01/2010	Loessin, Kelly L		125.00
	02/01/2010	Loessin, Kelly L		125.00
	03/01/2010	Loessin, Kelly L		125.00
	04/01/2000	Loessin, Kelly L		125.00
	05/01/2010	Loessin, Kelly L		125.00
	06/01/2010	Loessin, Kelly L		125.00
	07/01/2010	Loessin, Kelly L		125.00
	08/01/2010	Loessin, Kelly L		125.00
	09/01/2010	Loessin, Kelly L		125.00
	10/01/2010	Loessin, Kelly L		125.00
	11/01/2010	Loessin, Kelly L		125.00
	12/01/2010	Loessin, Kelly L		125.00
<b>Total Marshall Fees</b>				<b>1,500.00</b>
<b>Utilities</b>				
<b>**Not Eligible Expenses**</b>				



**City of Granger-Volunteer Fire Department- Rural Fire Appropriation**  
**Eligible Expenses**  
**January 2010 - December 2010**

	Date	Name	Memo	Amount
Repairs & Maint of Equipment				
	02/05/2010	Chief Supply		142.87
	02/09/2010	Westex Welding		6,220.00
	02/09/2010	Westex Welding		261.22
	02/26/2010	Precision AG		1,485.78
Repairs & Maint	Total			8,109.87
Telephone & Communications				
	01/01/2010	Verizon Southwest	Fire Dept.	91.16
	02/01/2010	Verizon Southwest	Fire Dept.	45.53
	03/01/2010	Verizon Southwest	Fire Dept Feb./March	45.65
	04/01/2000	Verizon Southwest	Fire Dept April	40.87
	05/01/2010	Verizon Southwest	Fire Dept May	40.80
	06/01/2010	Williamson Co.	Fire Dept - Radio Interlocal Agreemen	1,050.00
	07/01/2010	Verizon Southwest	Fire Dept June	46.03
	08/01/2010	Verizon Southwest	Fire Dept July	39.56
	09/01/2010	Verizon Southwest	Fire Dept Aug	67.01
	10/01/2010	Williamson Co.	Fire Dept - Radio Interlocal Agreemen	1,050.00
	11/01/2010	Verizon Southwest	Fire Dept	67.01
	12/01/2010	Verizon Southwest	Fire Dept	39.93
Total-Telephone & Communications				2,623.55
Continuing Education				
	01/01/2010			0.00
	02/01/2010			0.00
	03/01/2010			0.00
	04/01/2010			0.00
	05/01/2010			0.00
	06/01/2010			0.00
	07/01/2010			0.00
Total-Continuing Education				1,500.00
General Supplies                      **Not Eligible Expenses**				
Fireman's Pension                      **Not Eligible Expenses**				
Monthly Allowance                      **Not Eligible Expenses**				
Fire Truck Repair a	01/20/2010	Precision Ag Repair		284.38
	06/15/2010	Precision Ag Repair		222.00
Fire Truck Repair Total				506.38

## Eligible Expenses

January 2010 - December 2010

**\*\* Ineligible Expenses Not Included In Total \*\***

**Commissioners Court - Regular Session****25.****Meeting Date:** 07/26/2011

Line Item Transfer

**Submitted By:** Peggy Vasquez, County Judge**Department:** County Judge**Agenda Category:** Consent

---

**Agenda Item**

Discuss and take appropriate action regarding a line item transfer for the County Judge's office.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0400-004999	Misc.	200.00	
To	0100-0400-003901	Publications	200.00	

**Form Review**

Form Started By: Peggy Vasquez

Started On: 07/21/2011 04:01 PM

Final Approval Date: 07/21/2011

**Commissioners Court - Regular Session****26.****Meeting Date:** 07/26/2011

Hear presentation and receive trophy from the Hill Country Cricket Association (HCCA) Board of Directors

**Submitted For:** Randy Bell**Submitted By:** Jim Rodgers, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Hear presentation and receive trophy from the Hill Country Cricket Association (HCCA) Board of Directors

**Background**

Jubayer Ahmed president of the HCCA provides these comments "Every year, there are two Cricket tournaments being organized by Central Texas Cricket League (CTCL) - the governing body of Cricket in Central Texas. Almost every year, one of our HCCA teams (there are 4 - Falcons, Eagles, Hawks, Ravens) are playing in the Finals and winning it. We believe that having the most beautiful ground provided by Williamson County is a catalyst to our sustained success both in terms of winning a tournament and retaining the membership. The objective of presenting this trophy that HCCA Falcons won last year back to Williamson County is to show our appreciation for the County for our prolonged success."

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 02:39 PM
Form Started By: Jim Rodgers		Started On: 07/18/2011 03:27 PM
	Final Approval Date: 07/21/2011	

**Commissioners Court - Regular Session****29.****Meeting Date:** 07/26/2011

PSTP Update

**Submitted For:** Richard Semple**Submitted By:** Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Hear an update and take appropriate action on the Public Safety Technology Program.

**Background**

Hear an update by Richard Semple on the latest developments in PSTP.

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 11:58 AM
Form Started By: Richard Semple		Started On: 07/21/2011 10:15 AM
	Final Approval Date: 07/21/2011	

**Commissioners Court - Regular Session****31.****Meeting Date:** 07/26/2011

10WC812 CR 104 Phase 2 Change Order No 4

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider approving Change Order No. 4 in the amount of \$17,706.17 for CR 104 Phase 2, a Road Bond Project in Precinct Three.

**Background**

This Change Order provides payment to the contractor for additional work requested by the County and TxDOT to minimize future maintenance. The additional work includes TxDOT requested soil retention blankets installed at the Mankins Branch Bridge in order to protect the slopes from erosion, redesign of the ditch in front of the Schroeder property, and use of 18" stone riprap in lieu of 12" stone riprap to create more stable slopes along the creeks.

---

**Attachments**CR 104 Ph 2 CO 4**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Tiffany Mcconnell		Started On: 07/21/2011 09:29 AM
	Final Approval Date: 07/21/2011	

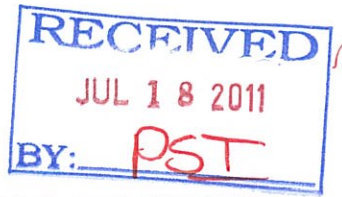
Received

JUL 19 2011

JUL 18 2011

HNTB Corporation  
Round RockHNTB Corporation  
Round Rock

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. 52+50 to Sta. 72+50
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 4B, 3E (3 Max. - In order of importance - Primary first)

Project: 10WC812  
 Roadway: CR 104 Phase II  
 CSJ Number: 0914-05-141

5. Describe the work being revised:

**4B: Third Party Accommodation. Third party requested work.** TxDOT requested that soil retention blanket be placed along the banks of Mankins Branch. **3E: County Convenience. Reduction of future maintenance.** Redesign of the ditch in front of the Schroeder property, and use of 18" stone riprap in lieu of 12" stone riprap to create more stable slopes along the creeks.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: 53C
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).

*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.*

## The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$17,706.17

THE CONTRACTOR Date 7-14-11By [Signature]Typed/Printed Name BILL BAMBRICKTyped/Printed Title PROJECT MGR

## RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/18/11  
 Project Manager Date  
 Construction Observer

Design Engineer Date

Program Manager Date

Design Engineer's Seal:

See Revised Sheets

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



**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
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 Project**

### **CR 104 – Phase II Williamson County Project No. 10WC812**

#### **Change Order No. 4**

#### **Reason for Change**

This Change Order provides payment to the contractor for additional work requested by the County and TxDOT to minimize future maintenance. The additional work includes TxDOT requested soil retention blankets installed at the Mankins Branch Bridge in order to protect the slopes from erosion, redesign of the ditch in front of the Schroeder property, and use of 18" stone riprap in lieu of 12" stone riprap to create more stable slopes along the creeks.

The back slope of the ditch in front of the Schroeder property was steep and proved difficult to maintain. At the request of the adjacent property owner, this ditch was redesigned to lower future maintenance costs and provide a more aesthetically pleasing appearance, requiring extension of a driveway culvert, removal of an existing SET, and installation of a new SET.

Following is a description of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
169-2002	SOIL RETENTION BLANKETS (CL 1)(TY B)	1,299.00	SY
169-2008	SOIL RETENTION BLANKETS (CL 2)(TY H)	674.00	SY
432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	769.06	CY
467-2465	SET (TY II) (24 IN) (CMP) (3:1) (P)	1.0	EA
9104-2001	REMOVING CONC (SET)	1.0	EA

This Change Order results in a net increase of \$17,706.17 to the Contract amount, for an adjusted Contract total contract amount of \$2,277,214.12. The original Contract amount was \$2,247,002.60. As a result of this and all Change Orders to date, \$30,211.52 has been added to the Contract, resulting in a 1.34% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**Huitt~Zollars, Inc.**

Kenneth L. 'Zeke' Zieschang, P.E.

**Commissioners Court - Regular Session****32.****Meeting Date:** 07/26/2011

10WC821 Second Street Roadway Improvements Change Order No 2

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider approving Change Order No. 2 in the amount of -\$26,176.60 for Second Street Roadway Improvements, a Road Bond Project in Precinct Four.

**Background**

This Change Order adjusts the contract quantities to accommodate an adjacent City of Taylor project on Sloan Street. Improvements at Sloan Street will be included in the City's project.

---

**Attachments**2nd St Roadway CO 2**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 11:58 AM
Form Started By: Tiffany Mcconnell		Started On: 07/21/2011 10:32 AM
	Final Approval Date: 07/21/2011	

Received

JUL 20 2011

HNTB Corporation  
Round Rock

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: FTWoods Construction Services, Inc.
2. Change Order Work Limits: Sta. 182+00 to Sta. 183+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: 10WC821

Roadway: 2nd St. Improv.

Purchase Order Number: \_\_\_\_\_

## 5. Describe the work being revised:

**2C: Differing Site Conditions.** New development (conditions changing after PS&E completed). This change order adjusts the contract quantities to accommodate an adjacent City of Taylor project on Sloan Street. Improvements at Sloan Street will be included in the City's project.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: \_\_\_\_\_
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).

<p><small>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.</small></p> <p>THE CONTRACTOR Date <u>7/19/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>MICHAEL CHANEY</u></p> <p>Typed/Printed Title <u>PROJ. MGR.</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$26,176.60)</u></p>
---	--

## RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/20/11  
Project Manager Date  
Construction Observer

Design Engineer Date  
[Signature] 07/20/11  
Program Manager Date

Design Engineer's Seal:

See Revised Sheets

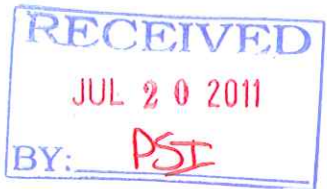
County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

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: 2**

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

TABLE B: Contract Items									
ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED			NEW		
				QUANTITY	ITEM COST	ADD or (DEDUCT)	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
105-2069	REMOVING STAB BASE & ASPH PAV (4" - 6")	SY	\$1.80	60,668.00	\$109,202.40		60,105.00	\$108,189.00	(\$1,013.40)
160-2003	FURNISHING AND PLACING TOPSOIL (4")	SY	\$2.50	20,897.00	\$51,742.50		20,688.00	\$51,720.00	(\$22.50)
164-2007	BROADCAST SEED (PERMANENT)(CLAY)	SY	\$0.15	15,107.00	\$2,266.05		15,098.00	\$2,264.70	(\$1.35)
164-2009	BROADCAST SEED (TEMP) (WARM)	SY	\$0.15	7,553.50	\$1,133.03		7,549.00	\$1,132.35	(\$0.68)
164-2011	BROADCAST SEED (TEMP) (COOL)	SY	\$0.15	7,553.50	\$1,133.03		7,549.00	\$1,132.35	(\$0.68)
247-2044	FL BS (CMP IN PLC) (TY A GR 4)(FINAL POS)	CY	\$31.50	25,738.00	\$810,747.00		25,553.00	\$804,919.50	(\$5,827.50)
310-2005	PRIME COAT (MC-30 OR AE-P)	GAL	\$4.00	10,069.00	\$40,276.00		9,999.00	\$39,996.00	(\$280.00)
341-2034	D - GR HMA (OCQA) TY - C PG64 - 22	TON	\$60.00	5,540.00	\$332,400.00		5,499.00	\$329,940.00	(\$2,460.00)
341-2048	D - GR HMA (OCQA) TY - C SAC - B PG70 - 22	TON	\$60.00	5,567.00	\$334,020.00		5,526.00	\$331,560.00	(\$2,460.00)
400-2005	CEM STABIL BKFL	CY	\$100.00	120.00	\$12,000.00		115.00	\$11,500.00	(\$500.00)
400-2006	CUT & RESTORING PAV	SY	\$63.00	3,419.00	\$215,397.00		3,417.00	\$215,271.00	(\$126.00)
402-2001	TRENCH EXCAVATION PROTECTION	LF	\$1.05	11,634.00	\$12,268.20		11,631.00	\$12,212.55	(\$55.65)
432-2002	RIPRAP (CONC) (5 IN)	CY	\$304.00	128.80	\$39,155.20		127.80	\$38,851.20	(\$304.00)
464-2003	RC PIPE (CL III) (18 IN)	LF	\$29.50	4,357.00	\$128,531.50		4,339.00	\$128,000.50	(\$531.00)
464-2007	RC PIPE (CL III) (30 IN)	LF	\$51.00	629.00	\$32,079.00		588.00	\$29,988.00	(\$2,091.00)
464-2009	RC PIPE (CL III) (36 IN)	LF	\$69.75	407.00	\$28,388.25		395.00	\$27,551.25	(\$837.00)
465-2003	INLET (COMPL)(TY H)	EA	\$2,440.00	20.00	\$48,800.00		19.00	\$46,360.00	(\$2,440.00)
465-2160	INLET (COMPL) (TY H) (2 GRATE)	EA	\$4,160.00	18.00	\$74,880.00		17.00	\$70,720.00	(\$4,160.00)
498-2007	REMOV STR (PIPE)	LF	\$4.35	6,319.00	\$27,487.65		6,296.00	\$27,387.60	(\$100.05)
506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	\$2.25	3,734.00	\$8,401.50		3,693.00	\$8,309.25	(\$92.25)
508-2002	CONSTRUCTING DETOURS	LF	\$24.00	1,099.00	\$26,376.00		1,124.00	\$26,976.00	\$600.00
529-2004	CONC CURB & GUTTER (TY II)	SY	\$8.25	14,157.00	\$116,795.25		14,119.00	\$116,481.75	(\$313.50)
COA 5095.1	TRENCH EXC. SAFETY PROTECTION SYSTEMS	LF	\$1.05	23,503.00	\$24,678.15		23,422.00	\$24,593.10	(\$85.05)
COA 510 A12WW	SANITARY SEWER PIPE (12" ASTM D3034, SDR-26 PVC)	LF	\$37.50	7,117.00	\$266,887.50		7,035.00	\$263,812.50	(\$3,075.00)
TOTALS					\$2,745,045.20			\$2,718,968.60	(\$26,176.60)

## 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**

**2<sup>nd</sup> Street Improvements  
Williamson County Project No. 10WC821**

**Change Order No. 2**

**Reason for Change**

This change order adjusts the contract quantities to accommodate an adjacent City of Taylor project on Sloan Street. The Sloan Street project limits will encroach the 2nd Street Improvements project limits on the north side of that intersection. At the City's request, the limits of the 2nd Street Improvements project have been reduced at Sloan Street and contract quantities have been adjusted. Improvements at Sloan Street will be included in the City's project.

No new items have been added as a result of this change order.

This Change Order results in a net decrease of \$26,176.60 to the Contract amount, for an adjusted Contract total of \$9,047,811.20. The original Contract amount was \$8,973,072.80. As a result of this and all Change Orders to-date, \$74,738.40 has been added to the Contract, resulting in a 0.8% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.



**Commissioners Court - Regular Session****33.****Meeting Date:** 07/26/2011

10WC823 Hero Way Change Order No 2

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider approving Change Order No. 2 in the amount of -\$94,751.66 for Hero Way, a Road Bond Project in Precinct Two.

**Background**

This change order revises the contract quantities to utilize a flexible pavement section at the CR 269 tie-in, in lieu of the concrete pavement section quantified in the plans. The plans called for a flexible pavement section at the tie-in to match the existing pavement section at CR 269; however, this area was inadvertently quantified using a concrete pavement section for bid alternate 2. This change order also provides significant savings to the County, by reducing the Ty A hot mix quantity to correct a quantity error in the plans.

---

**Attachments**Hero Way CO 2**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 11:58 AM
Form Started By: Tiffany Mcconnell		Started On: 07/21/2011 10:48 AM
	Final Approval Date: 07/21/2011	



# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: DNT Construction
2. Change Order Work Limits: Sta. 45+00 to Sta. 63+84
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A (3 Max. - In order of importance - Primary first)

**Project:** 10WC823

**Roadway:** Hero Way

**Purchase Order Number:** \_\_\_\_\_

5. Describe the work being revised:

**1A: Design Error or Omission. Incorrect PS&E.** This change order revises the contract quantities to utilize a flexible pavement section at the CR 269 tie-in, in lieu of the concrete pavement section quantified in the plans. This change order also corrects a quantity error in the Ty A hot mix, providing a significant cost savings to the County.

6. Work to be performed in accordance with Items: See attached
7. New or revised plan sheet(s) are attached and numbered: 23, 24, 28A, 28D
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).

<p><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></p> <p>THE CONTRACTOR _____ Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: _____ Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$94,751.66)</u></p>
---	---

## RECOMMENDED FOR EXECUTION:

_____ Project Manager	_____ Date	_____ County Commissioner Precinct 1	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
_____ Design Engineer	_____ Date	_____ County Commissioner Precinct 2	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
_____ Program Manager	_____ Date	_____ County Commissioner Precinct 3	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
Design Engineer's Seal:		_____ County Commissioner Precinct 4	_____ Date
See revised plan sheets		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
		<input type="checkbox"/> APPROVED	_____ County Judge
			_____ Date

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 10WC823

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

	LABOR	HOURLY RATE			HOURLY RATE

**TABLE B:** Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-2001	EXCAVATION (ROADWAY)	CY	\$2.00	16,010.00	\$32,020.00	3,421.00	19,431.00	\$38,862.00	\$6,842.00
132-2003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	\$1.50	25,656.00	\$38,484.00	(375.00)	25,281.00	\$37,921.50	(\$562.50)
247-2041	FL BS (CMP IN PLC) (TY A GR 1) (FNAL POS)	CY	\$21.40	0.00	\$0.00	2,331.10	2,331.10	\$49,885.54	\$49,885.54
260-2012	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)	TON	\$132.00	789.00	\$104,148.00	(102.60)	686.40	\$90,604.80	(\$13,543.20)
260-2028	LIME TRT(EXST MATL) (8IN)	SY	\$2.40	39,848.00	\$95,635.20	(5,181.00)	34,667.00	\$83,200.80	(\$12,434.40)
310-2002	PRIME COAT (AE-P)	GAL	\$3.50	0.00	\$0.00	333.00	333.00	\$1,165.50	\$1,165.50
340-2004	D-GR HMA (METH) TY-A PG64-22	TON	\$50.00	3,923.00	\$196,150.00	(3,158.00)	765.00	\$38,250.00	(\$157,900.00)
340-2011	D-GR HMA (METH) TY-B PG64-22	TON	\$62.00	1,076.00	\$66,712.00	1,437.00	2,513.00	\$155,806.00	\$89,094.00
340-2048	D-GR HMA (METH) TY-C SAC-B PG 70-22	TON	\$64.50	845.00	\$54,502.50	959.00	1,804.00	\$116,358.00	\$61,855.50
360-2009	CONC PVT (JOINTED-CPCD) (8IN)	SY	\$30.35	35,345.00	\$1,072,720.75	(3,926.00)	31,419.00	\$953,566.65	(\$119,154.10)
TOTALS					\$1,660,372.45			\$1,565,620.79	(\$94,751.66)

## 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**

**Hero Way  
Williamson County Project No. 10WC823**

**Change Order No. 2**

**Reason for Change**

This change order revises the contract quantities to utilize a flexible pavement section at the CR 269 tie-in, in lieu of the concrete pavement section quantified in the plans. The plans called for a flexible pavement section at the tie-in to match the existing pavement section at CR 269; however, this area was inadvertently quantified using a concrete pavement section for bid alternate 2.

This change order also provides significant savings to the County, by reducing the Ty A hot mix quantity to correct a quantity error in the plans.

Following is a summary of the new item required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
247-2041	FL BS (CMP IN PLC) (Ty A GR1) (FINAL POS)	2,331.00	CY

This Change Order results in a net decrease of \$94,751.66 to the Contract amount, for an adjusted Contract amount of \$4,148,170.26. The original Contract amount was \$4,232,522.80. As a result of this and all Change Orders to-date, \$84,352.54 has been deducted from the Contract, resulting in a 2% net decrease in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**


James Klotz, P.E.

DATE: 5/4/2011 TIME: 2:16:15  
FILENAME: p:\austin\506\68\00\design\civil\ddrev\02\5066800SUM\*RDWY.dgn

ITEM-DESC	0100-2002	0160-2003	0164-2003	0164-2009	0168-2001	0340-2004	0354-2045	0432-2040	0450-2001	0512-2065	0512-2067
INTERSECTION ID	PREPARING ROW	FURNISHING AND PLACING TOPSOIL (4")	BROADCAST SEED (PERM) (RURAL) (CLAY)	BROADCAST SEED (TEMP) (WARM)	VEGETATIVE WATERING	D-GR HMA (METH) TY-A PC64-22	PLANE ASPH CONC PAV (2")	RIPRAP (MOW STRIP) (5 IN)	RAIL (TY T101)	PCTB (F&I) (SNGL SLP TY2) OR (F-SHAPE TY1)	PCTB (RMOVI) (SNGL SLP TY2) OR (F-SHAPE TY1)
	STA	SY	SY	SY	MG	TON	SY	CY	LF	LF	LF
1 OF 13	2.87	1485	1485	1485	214	366					
2 OF 13	5	2989	2989	2989	430						
3 OF 13	5	2678	2678	2678	386						
4 OF 13	5	2788	2788	2788	401						
5 OF 13	5	2721	2721	2721	392						
6 OF 13	5	3365	3365	3365	485						
7 OF 13	5	2697	2697	2697	388						
8 OF 13	5	3631	3631	3631	523						
9 OF 13	5	3140	3140	3140	452						
10 OF 13	4.55	2678	2678	2678	386						
11 OF 13											
12 OF 13	3.45	2317	2317	2317	334						
13 OF 13	4.84	3457	3457	3457	498						
1 OF 2	4.64	334	334	334	48	255		9.6	42.8	300	300
2 OF 2	4.56	534	534	534	77	143	1165	0.7			
TOTALS	64.91	34812	34812	34812	5013	765	1165	10.3	42.8	300	300


ITEM-DESC	0502-2001	0530-2010	0530-2011	0531-2010	0540-2001	0540-2005	0540-2013	0544-2001	0545-2034	0545-2036	0550-2009
INTERSECTION ID	BARRICADES, SIGNS AND TRAFFIC HANDLING	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)	CURB RAMPS (TY 7)	MTL W-BEAM GD FEN (TIM POST)	TERMINAL ANCHOR SECTION	MTL BEAM GD FEN TRANS (T101)	GUARDRAIL END TREATMENT (INSTALL)	CRASH CUSH ATTEN (INSTAL) (SFPM)	CRASH CUSH ATTEN (REMOVE) (SFPM)	CHAIN LINK FENCE (INSTALL) (4')
	MO	SY	SY	EA	LF	EA	EA	EA	EA	EA	LF
1 OF 13				1							38
2 OF 13			120								
3 OF 13			71								
4 OF 13											
5 OF 13			72								
6 OF 13			257								
7 OF 13											
8 OF 13			127								
9 OF 13			148								
10 OF 13			81								
11 OF 13											
12 OF 13			67								
13 OF 13		122	111								
1 OF 2					62.5	1	1	1			
2 OF 2											
TOTALS	12	122	1056	1	62.5	1	1	1	1	1	38

ITEM-DESC	0552-2003	0552-2005	0560-2001	9005-XXXX	9006-XXXX	COA 430S	COA 505S 24	COA 505S 36	COA 506
INTERSECTION ID	WIRE FENCE (TY C)	GATE (TY 1)	MAILBOX INSTALLATION (SINGLE)	RR XING (SYSTEM & ASSEMBLY)	WATER QUALITY POND	CONC CURB & GUTTER (CATCH)	ENCASEMENT PIPE (24" DIA)	ENCASEMENT PIPE (36" DIA)	ADJ MANHS (SANITARY)
	LF	EA	EA	LS	EA	LF	LF	LF	EA
1 OF 13	336			1		323	120		
2 OF 13	976	2				1000			
3 OF 13	984	2				1000			
4 OF 13	1044					960	200		
5 OF 13	976	2				1000			
6 OF 13	913	4				1000			
7 OF 13	641	1				1000			1
8 OF 13	936	2				1000			
9 OF 13	696	4				1000			
10 OF 13	556	2				1068	126		
11 OF 13	119								
12 OF 13	580	2				690		130	
13 OF 13	463	2	1			258			
1 OF 2									
2 OF 2									
TOTALS	9221	23	1	1	2	10300	446	130	1



©2010 by Williamson County, Texas. All rights reserved.

HERO WAY



1800 SHOAL CREEK BLVD  
SUITE 220 WEST  
AUSTIN TEXAS 78757  
PHONE: 512.454.8711  
FAX: 512.459.8807

ROADWAY SUMMARY

SURVY. BY: SAJ  
DRWN. BY: SAJ  
DSGN. BY: SAJ  
CHKD. BY: JKO




APPR. BY: J. KENT O'BRIEN  
TNR PROJECT MANAGER

SCALE:  
REF. NO.: 10WC823  
PROJ. NO.:  
PAGE NO.: 28A

ITEM-DESC	0110-2001	0132-2003	0247-2041	0260-2012	0260-2028	0310-2002	0316-2008	0316-2172	0340-2011	0340-2048
INTERSECT ON ID	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	FL BS (CMP IN PLC) (TY A GR 1) (FNAL POS)	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)	LIME TRT (EXST MATL) (8")	PRIME COAT (AE-P)	ASPH (HFRS-2P)	AGGR (TY-B GR-3 SAC-B)	D-GR HMA (METH) TY-B PG64-22	D-GR HMA (METH) TY-C SAC-B PG10-22
	CY	CY	CY	TON	SY	GAL	GAL	CY	TON	TON
1 OF 13	126	3262	1275.0	49	2453	347	521	18	287	191
2 OF 13	692	2466	1990.6	73	3697	636	953	33	524	350
3 OF 13	2955	107	1984.2	73	3686	633	950	33	523	348
4 OF 13	4206	5	2304.9	84	4259	751	1127	40	620	413
5 OF 13	1306	622	1957.6	72	3638	624	936	33	515	343
6 OF 13	347	1634	1676.4	62	3132	523	784	28	431	287
7 OF 13	360	4475	1644.6	61	3074	511	767	27	422	281
8 OF 13	3014	309	1644.6	61	3074	511	767	27	422	281
9 OF 13	3259	59	1648.5	61	3081	513	769	27	423	282
10 OF 13	5905		2217.4	82	4127	702	1053	37	579	386
11 OF 13										
12 OF 13	4005	134	2089.9	76	3817	620	930	33	512	341
13 OF 13	5771	655	2406.9	85	4316	699	1048	37	576	384
1 OF 2	187	143							689	459
2 OF 2	337	978							387	386
TOTALS	32470	14849	22840.6	839	42355	7069	10603	372	6908	4733

## ALT 2 BID SUMMARY

ITEM-DESC	0110-2001	0132-2003	0247-2041	0260-2012	0260-2028	0310-2002	0340-2011	0340-2048	0360-2009
INTERSECT ON ID	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	FL BS (CMP IN PLC) (TY A GR 1) (FNAL POS)	LIME (HYD, COM OR OK) (SLRY) OR OK (DRY)	LIME TRT (EXST MATL) (8")	PRIME COAT (AE-P)	D-GR HMA (METH) TY-B PG64-22	D-GR HMA (METH) TY-C SAC-B PG70-22	CONC PVMT (JOINTED-CPCD) (8")
	CY	CY	CY	TON	SY	GAL	TON	TON	SY
1 OF 13	126	4262		20.1	1016		154	102	1138
2 OF 13	172	3643		67.3	3400				3178
3 OF 13	919	193		67.1	3389				3167
4 OF 13	2089	8		78.6	3972				3756
5 OF 13	378	5687		66.2	3341				3119
6 OF 13	304	3201		56.1	2835				2613
7 OF 13	359	5687		55.0	2778				2556
8 OF 13	1541	626		55.0	2778				2556
9 OF 13	1422	60		55.1	2785				2563
10 OF 13	3561			74.7	3774				3508
11 OF 13									
12 F 13	1916	138		67.5	3407				3100
13 OF 13	6120	655	2331.1	3.3	165	333	549	366	165
1 OF 2	187	143					77	51	
2 OF 2	337	978					43	29	
TOTALS	19431	25281	2331.1	666.1	33639	333	822	548	61419

 <p><b>WILLIAMSON COUNTY</b> 1848</p>	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: right;"> <p>City of <b>Leander</b></p>  </div> <div style="text-align: center;"> <p>©2010 by Williamson County, Texas. All rights reserved.</p> </div> </div>	
<h1 style="margin: 0;">HERO WAY</h1>		
<div style="display: flex; align-items: center; justify-content: center;">  <div style="margin-left: 10px;"> <h2 style="margin: 0;">PAPE-DAWSON ENGINEERS</h2> </div> </div> <p style="margin-top: 10px;">T&amp;E FIRM REGISTRATION # 470</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: left;"> <p>7800 SHOAL CREEK BLVD SUITE 220 WEST</p> </div> <div style="text-align: center;"> <p>AUSTIN TEXAS 78757</p> </div> <div style="text-align: right;"> <p>PHONE: 512.454.8711 FAX: 512.458.8467</p> </div> </div>		
<h1 style="margin: 0;">ALTERNATE BID SUMMARY</h1>		
<p><b>SURVY. BY:</b> _____</p> <p><b>DRAWN. BY:</b> <u>SAJ</u></p> <p><b>DSGN. BY:</b> <u>SAJ</u></p> <p><b>CHKD. BY:</b> <u>JKO</u></p>	<p><b>APPR. BY:</b> <u>J. KENT O'BRIEN</u></p> <p style="text-align: center;"><b>TNR PROJECT MANAGER</b></p>	<p><b>SCALE:</b> _____</p> <p><b>REF. NO.:</b> _____</p> <p><b>PROJ NO.:</b> <u>10WC823</u></p> <p><b>PAGE NO.:</b> <u>280</u></p>

## Commissioners Court - Regular Session

34.

**Meeting Date:** 07/26/2011

10WC821 Second Street Roadway Improvements Change Order No 1

**Submitted By:** Tiffany Mcconnell, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

### Agenda Item

Consider approving Change Order No. 1 in the amount \$100,915.00 for Second Street Roadway Improvements, a Road Bond Project in Precinct Four.

### Background

This Change Order provides payment to the contractor for additional work requested by the City of Taylor. They requested additional work be added to the contract which will be paid for by the City of Taylor as part of the ILA with Williamson County. The additional work requested by the City includes: replacing existing water services that were not quantified in the original plans, adding various sizes of ductile iron fittings and gate valves for field changes made by the City, adding fire hydrants, adding encasement pipe to resolve an existing storm sewer issue, adding various sizes of insta-valves to isolate existing water lines, adding sanitary sewer parts for a temporary repair at the East End Café, and adding flush valves to waterline 'A'.

---

### Attachments

2nd St Roadway CO 1

### Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 11:58 AM
Form Started By: Tiffany Mcconnell		Started On: 07/21/2011 10:52 AM
	Final Approval Date: 07/21/2011	

Received  
JUL 19 2011

Corporation  
Round Rock

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

RECEIVED  
JUL 20 2011  
BY: PST

1. CONTRACTOR: FTWoods Construction Services, Inc.
2. Change Order Work Limits: Sta. 168+33 to Sta. 243+64
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project: 10WC821

Roadway: 2nd St. Improv.

Purchase Order Number: \_\_\_\_\_

5. Describe the work being revised:

**4B: Third Party Accommodation.** Third party requested work. The City of Taylor has requested additional work (see attached) be added to the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County.

6. Work to be performed in accordance with Items: COA 510 & 511S
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).

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.

The following information must be provided

Time Ext. #: 1 Days added on this CO: 12

Amount added by this change order: \$100,915.00

THE CONTRACTOR Date 7/19/11

By [Signature]

Typed/Printed Name MICHAEL CHANEY

Typed/Printed Title PROJ. MGR.

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/20/11  
Project Manager Date

[Signature] 07/21/2011  
Construction Observer Date

[Signature]  
Program Manager Date

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

☐ City Manager, City of Taylor Date  
APPROVED

Design Engineer's Seal:

N/A

☐ County Judge Date  
APPROVED



**CHANGE ORDER NUMBER: 1**

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
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**

**2<sup>nd</sup> Street Improvements  
Williamson County Project No. 10WC821**

**Change Order No. 1**

**Reason for Change**

The City of Taylor has requested additional work be added to the contract which will be paid for by the City of Taylor as part of the ILA with Williamson County. The additional work requested by the City includes: replacing existing water services that were not quantified in the original plans, adding various sizes of ductile iron fittings and gate valves for field changes made by the City, adding fire hydrants, adding encasement pipe to resolve an existing storm sewer issue, adding various sizes of insta-valves to isolate existing water lines, adding sanitary sewer parts for a temporary repair at the East End Café, and adding flush valves to waterline 'A'.

Following is a summary of the new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
COA 511S A-6I	6" INSTA-VALVE INSTALLATION	2.00	EA
COA 511S A-8I	8" INSTA-VALVE INSTALLATION	1.00	EA
COA 511S A-12I	12" INSTA-VALVE INSTALLATION	1.00	EA
COA 510 AWW4A	4" SANITARY SEWER PIPE (SCH 40 PVC)	80.00	LF
COA 510 KWW4	4" SANITARY SEWER FITTINGS (SCH 40 PVC)	5.00	EA
COA 511S A-HG	HG-1 HYDROGAURD FLUSH VALVE INSTALLATION	2.00	EA

This Change Order results in a net increase of \$100,915.00 to the Contract amount, for an adjusted Contract total of \$9,073,987.80. The original Contract amount was \$8,973,072.80. As a result of this and all Change Orders to-date, \$100,915.00 has been added to the Contract, resulting in a 1.1% net increase in the Contract cost. Twelve (12) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

# FTWOODS Construction Services Inc

PO Box 122  
Georgetown, TX 78627  
Ph : 512-930-2607

## Change Order

**Project:**  
2011-004-127 Hollow @ Slaughter Creek  
Slaughter Creek Drive  
Austin, TX

**Change Order: 1**  
**Date: 7/19/2011**  
**Architect's Project:**

**To Contractor:**  
FTWOODS Construction Services Inc  
PO Box 122  
Georgetown, TX 78627

### The Contract is changed as follows:

CR 1 & 2

1 Temporary sediment basins in proposed channel	\$6,579.20
2 Plan changes	\$16,336.00
<b>Total:</b>	<b>\$22,915.20</b>

The original Contract Amount was	\$1,571,981.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$1,571,981.00
The Contract will be increased by this Change Order in the amount of	\$22,915.20
The new Contract Amount including this Change Order will be	\$1,594,896.20
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is	

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.**

ARCHITECT

FTWOODS Construction Services Inc  
CONTRACTOR  
PO Box 122  
Georgetown, TX 78627

OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Tiffany McConnell**

---

**From:** Ryan Rivera  
**Sent:** Friday, June 03, 2011 9:30 AM  
**To:** Tiffany McConnell  
**Cc:** Christen Eschberger  
**Subject:** FW: 10WC821 2nd Street Improvements\_CO #1

fyi

**From:** Casey Sledge [<mailto:casey@sledge.biz>]  
**Sent:** Tuesday, May 31, 2011 3:50 PM  
**To:** Ryan Rivera  
**Cc:** Dennis Kleppe  
**Subject:** Re: 10WC821 2nd Street Improvements\_CO #1

Ryan:

Revised CO#1 is approved by the City.

thank you,  
-Casey

On Fri, 20 May 2011 10:51:48 -0500, Ryan Rivera <[rrivera@hntb.com](mailto:rrivera@hntb.com)> wrote:

Casey,

I have attached a revised change order #1 for your review and response. I forgot to add 6" D.I pipe and enough 6" gate valves to cover the new quantity of fire hydrants. I also received pricing for the hydrogaurd flush valves that are now on the change order. Call me if you have any questions.

Thanks,

**Ryan Rivera**

Construction Representative

**HNTB Corporation**

14 Galloping Rd.

Round Rock, TX 78681

Tel (512) 744-9082

Cell (512) 677-1861

Fax (512) 248-9940

[www.hntb.com](http://www.hntb.com)

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed.

If you are NOT the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying this e-mail is strictly prohibited.

--

Casey B. Sledge, PE, AICP, CFM

***sledge***

ENGINEERING, LLC

481 Tucek Road Taylor TX 76574

p 512.365.1888

m 512.484.2932

[www.sledge.biz](http://www.sledge.biz)

<http://www.linkedin.com/in/caseysledge>

**Commissioners Court - Regular Session****35.****Meeting Date:** 07/26/2011

SH 195 Resolution

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action.  
(Shipman/Parcel 115)

**Background**

---

**Attachments**[Shipman Resolution \(115\)](#)**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Charlie Crossfield		Started On: 07/21/2011 09:21 AM
	Final Approval Date: 07/21/2011	

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.138 acres owned by RICKY SHIPMAN (parcel 115), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of SH 195 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is



hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Dan A. Gattis  
Williamson County Judge

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

Legal Description Parcel 115

BEING a 0.138 acre (6,015 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.138 acre tract of land is out of and a part of a 5.00 acre tract conveyed by Mark A. Shelton and wife, Jamie L. Shelton to Ricky Shipman, by deed recorded October 16, 2003 as Document No. 2003101243 of the Official Records of Williamson County, Texas, said 0.138 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod found for the east or southeast corner of the above referenced 5.00 acre tract and for the south or southwest corner of Lot 4 of River Road Subdivision as recorded in Cabinet V, Slide 123-124, of the Plat Records of Williamson County, Texas, said rod is located 482.30 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1699+35.45;

THENCE North 51° 32' 21" West with the northeast line of the said 5.00 acre tract for a distance of 1146.40 feet to a 5/8 inch iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed south right of way line of SH 195, said rod being the POINT OF BEGINNING of the herein described tract, said rod is located 69.33 feet right of Proposed Shell Road Baseline Station 9+42.53 and 434.05 feet right of the Proposed SH 195 Baseline Station 1687+73.90;

1. THENCE South 34° 14' 34" West along the proposed south right of way line of SH 195, at 61.16 feet pass a TxDOT Type II concrete monument, then continuing along said proposed right of way line, continue along same bearing 130.26 feet, for a total distance of 191.42 feet to a 5/8 inch iron rod with Texas Department of Transportation aluminum cap set in the south line of the said 5.00 acre tract and in the north line of a called 5.00 acre tract conveyed to Micky Shipman by deed dated October 16, 2003 and recoded as Document No. 2003101242 of said Official Public Records, said rod is located 70.00 feet right of Proposed Baseline Station 7+49.58 and 625.40 feet right Proposed SH 195 Baseline Station 1687+79.25
2. THENCE North 51° 32' 22" West with the common line of the two 5.00 acre tract s for a distance of 31.35 feet to a calculated point in the existing south right of way line of Shell Road (80 feet ROW) for the northwest corner of the said 5.00 acre tract;

EXHIBIT \_\_\_\_\_

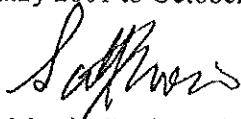
3. THENCE North  $34^{\circ} 09' 05''$  East with the existing south right of way line of Shell Road for a distance of 191.45 feet to a calculated point for the northeast corner of the said 5.00 acre tract and for the northwest corner of Lot 1 of the aforementioned subdivision, from which a 1/2 inch iron rod found bears North  $51^{\circ} 32' 21''$  West a distance of 0.60 feet;
4. THENCE South  $51^{\circ} 32' 21''$  East with the common line of Lot 1 and the 5.00 acre tract for a distance of 31.66 feet to the POINT OF BEGINNING, said described tract containing 0.138 acres (6,015 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120. Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

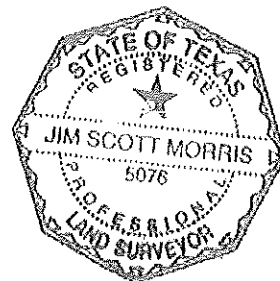
This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

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



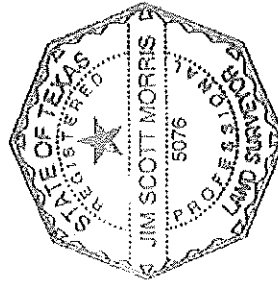
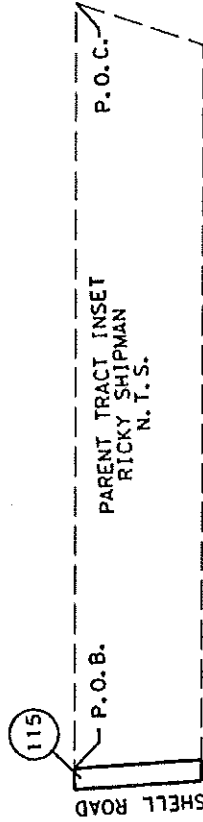
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: 5-29-2009



# LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- FOUND CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- R.O.W.
- P.O.B.
- P.O.C.
- PC
- PT
- CHB
- CHD
- B.L.
- N.T.S.
- NOT TO SCALE
- P.U.E.
- W.C.D.R.
- W.C.O.R.
- W.C.O.P.R.
- W.C.P.R.
- O.S.S.F.S.

ON SITE SEWERAGE FACILITY SETBACK

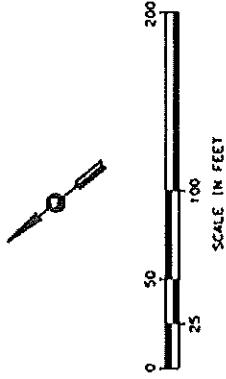


## NOTES:

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT. MONUMENTS 127 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA	ACQUIRED AREA		APPROXIMATE REMAINDER			
			LEFT		RIGHT	
ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	SQ. FT.
5.00	217,800	0.138	6,015	---	---	211,785

...Phase2-Par115-Sht01C.dgn 5/29/2009 2:20:45 PM

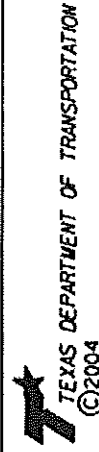


## EXHIBIT

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

*Scott Morris* 5-19-2009  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

REVISED MAY 29, 2009



## RIGHT OF WAY PLAT

SHOWING PROPERTY OF  
RICKY SHIPMAN  
PARCEL 115

PAGE 3 OF 4

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

## EXHIBIT



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
RICKY SHIPMAN  
PARCEL 115

PAGE 4 OF 4

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD  
SPRING, TX 77379

(281) 379-6388

REVISÉ MAY 29, 2009

...\\Phase2-Par115-Sht02.dgn 5/29/2009 2:21:19 PM

**Commissioners Court - Regular Session****36.****Meeting Date:** 07/26/2011

Shipman Resolution (116B)

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action.  
(Shipman/Parcel 116B)

**Background**

---

**Attachments**Shipman Resolution (116B)**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Charlie Crossfield		Started On: 07/21/2011 09:24 AM
	Final Approval Date: 07/21/2011	

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 3.987 acres owned by MARION K. SHIPMAN (parcel 116B), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of SH 195 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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



EXHIBIT \_\_\_\_\_

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

Legal Description Parcel 116B

BEING a 3.987 acre (173,674 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 3.987 acre tract of land is out of and a part of a 5.0004 acre tract known as Lot 2 of River Road Subdivision, a plat of which is recorded in Cabinet V, Slide 123-124 of the Plat Records of Williamson County, Texas, the said Lot 2 also being part of the same land conveyed by M. S. Properties to Marion K. Shipman by deed recorded July 2, 2002 as Document No. 2002050030 of the Official Public Records of Williamson County, Texas, said 3.987 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with a plastic yellow cap stamped "RODS SURVEYING, INC." set in the northeast line of a 5.00 acre tract conveyed by Mark A. Shelton and wife, Jamie L. Shelton to Ricky Shipman, by deed recorded October 16, 2003 as Document No. 2003101243 of the Official Public Records of Williamson County, Texas, said rod is a common corner of Lot 1 and Lot 2 of the above referenced River Road Subdivision and is located 445.68 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1690+28.28;

THENCE North 42° 17' 52" East with the common line of said Lot 1 and Lot 2 for a distance of 149.55 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, said rod being in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 297.16 feet right of Proposed SH 195 Baseline Station 1690+45.17;

1. THENCE North 42° 17' 52" East continuing with the common line of Lot 1 and Lot 2 for a distance of 520.61 feet to a calculated point in the existing southwest right of way line of SH 195 for the beginning of a non-tangent curve to the right, from which a 1/2 inch iron rod found for witness bears South 42° 17' 52" West a distance of 0.20 feet;
2. THENCE with the existing southwest right of way line of SH 195 in a southeasterly direction and with a curve turning to the right for an arc distance of 381.16 feet, said curve has a radius of 8135.11 feet, a delta angle of 2° 41' 04", a

EXHIBIT \_\_\_\_\_

chord bearing of South 52° 44' 49" East, and a chord distance of 381.13 feet to a 1/2 inch iron rod found for the east corner of Lot 2 and for the north corner of Lot 3 of said subdivision;

3. THENCE South 51° 42' 09" West with the common line of Lot 2 and Lot 3 for a distance of 523.17 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the northeast line of the aforementioned 5.00 acre tract, said rod is located 292.49 feet right of Proposed SH 195 Baseline Station 1693+41.65;
4. THENCE North 55° 03' 31" West with the proposed west Right of Way line of SH 195, at 166.67 feet pass a 5/8" iron rod set with a TxDOT aluminum cap stamped "ADL" for the BEGINNING of an ACCESS DENIAL LINE, then continue on the same bearing with said proposed right of way line and with an ACCESS DENIAL LINE for a distance of 129.84 feet (total distance 296.52 feet) to the POINT OF BEGINNING, said described tract containing 3.987 acres (173,674 square feet) of land, more or less.

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

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

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

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

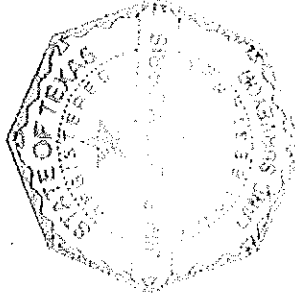
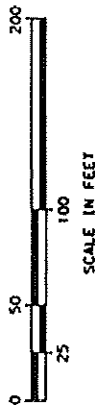
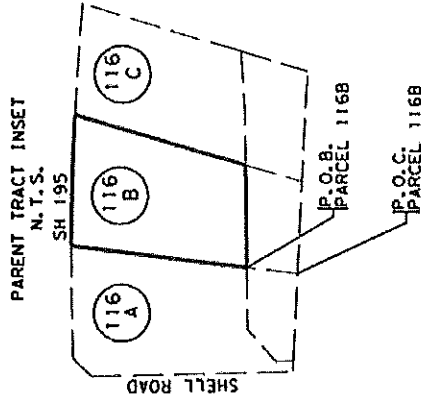
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: 5-29-2009



LEGEND

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



EXHIBIT

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

*Scott Morris* 5-29-2009  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

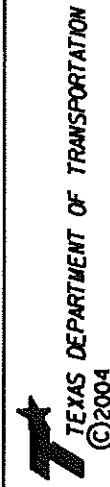
REVISED MAY 29, 2009

NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.

2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM10937). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA	ACQUIRED AREA		APPROXIMATE REMAINDER			
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT	RIGHT
5.0004	217,817	3.987	173,674	1.0134	44,143	



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
MARION K. SHIPMAN  
PARCEL 116B

PAGE 3 OF 4

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

**STATE OF TEXAS**  
**CALLED 2.497 ACRES**  
**VOL. 273, PAGE 356, W.C.D.R.100' R.O.W.**  
**FEBRUARY 9, 1935**

**SEE DETAIL "C"**  
**(STA 225+00.00)**  
**(50.00' RT.)**

**PEDERNALES ELECTRIC COOPERATIVE INC.**  
**TO LANDS EXHIBIT A)**  
**DOCUMENT 9820841**  
**W.C.O.P.R.**  
**APRIL 1, 1998**

**LOT 1**  
**CALLED 5.0004 ACRES**  
**RIVER ROAD SUBD.**  
**DOCUMENT NO. 2001078995**  
**CABINET V, SLIDE 123**  
**W.C.P.R.**  
**MARION K. SHIPMAN**  
**DOCUMENT NO. 2002050030**  
**JULY 2, 2002**  
**W.C.O.P.R.**

**LOT 2**  
**CALLED 5.0004 ACRES**  
**RIVER ROAD SUBD.**  
**DOCUMENT NO. 2001078995**  
**CABINET V, SLIDE 123**  
**W.C.P.R.**  
**MARION K. SHIPMAN**  
**DOCUMENT NO. 2002050030**  
**JULY 2, 2002**  
**W.C.O.P.R.**

**LOT 3**  
**CALLED 5.0002 ACRES**  
**RIVER ROAD SUBD.**  
**DOCUMENT NO. 2001078995**  
**CABINET V, SLIDE 123**  
**W.C.P.R.**  
**MARION K. SHIPMAN**  
**DOCUMENT NO. 2002050030**  
**JULY 2, 2002**  
**W.C.O.P.R.**

**PROPOSED R.O.W. LINE WITH ACCESS DENIAL**

**PROPOSED R.O.W. LINE**

**PROPOSED BASELINE**

**EXISTING R.O.W. LINE**

**STATIONING:**  
 STA 1690-00  
 STA 1690-45.17  
 STA 1692-94.67  
 STA 1693+41.65  
 STA 1690-28.28  
 STA 1692-94.67  
 STA 1693+41.65  
 STA 1690-45.17  
 STA 1692-94.67  
 STA 1693+41.65

**BEARINGS AND DISTANCES:**  
 N 42° 17' 52" E 520.61'  
 S 54° 09' 23" E 1690-00  
 IN 53° 35' 30" E 1695-00  
 S 51° 42' 09" W 523.17'  
 N 42° 17' 52" E 520.61'  
 S 54° 09' 23" E 1690-00  
 IN 53° 35' 30" E 1695-00  
 S 51° 42' 09" W 523.17'  
 N 42° 17' 52" E 520.61'  
 S 54° 09' 23" E 1690-00  
 IN 53° 35' 30" E 1695-00  
 S 51° 42' 09" W 523.17'

**DETAILS:**  
 P.O.B. PARCEL 116B  
 STA 1690-45.17  
 297.16' RT.  
 129.84'  
 166.67'  
 296.52'  
 N 55° 03' 31" W  
 1/4" IRON ROD SET WITH ALUMINUM TxDOT CAP STAMPED "AD" (END OF PROPOSED ACCESS DENIAL LINE)  
 STA 1691-75.00  
 295.12' RT.  
 P.O.C. PARCEL 116B  
 STA 1690-28.28  
 1445.68' RT.  
 S 51° 32' 21" E 266.65'  
 S 49° 38' 30" E 368.65'  
 S 49° 38' 30" E 370.26'  
 S 49° 38' 30" E 1178.63'

**W. ROBERTS SURVEY.**  
**A-524**

**CALLLED 5.00 ACRES**  
**BUCKY SHIPMAN**  
**DOCUMENT NO. 2003101243**  
**OCTOBER 16, 2003**  
**W.C.O.P.R.**

**SCALE IN FEET**  
 0 50 100 200

**EXHIBIT**

**SH 195**

**EXISTING R.O.W. LINE**

**DETAIL "C"**

**N.T.S.**

**REVISIONS:**  
 MAY 29, 2009  
 REVISED

**RIGHT OF WAY PLAT**  
 SHOWING PROPERTY OF  
 MARION K. SHIPMAN  
 PARCEL 116B

**PAGE 4 OF 4**

**ROW CSJ NO. 0440-02-012**  
 STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

**RODS SURVEYING INC.**  
 6810 LEE ROAD SPRING, TX 77379  
 (281) 379-6388  
 SCALE: 1"=100' MARCH 7, 2007

**Commissioners Court - Regular Session****37.****Meeting Date:** 07/26/2011

Shipman Resolution (116C)

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action.  
(Shipman/Parcel 116C)

**Background**

---

**Attachments**Shipman Resolution (116C)**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Charlie Crossfield		Started On: 07/21/2011 09:26 AM
	Final Approval Date: 07/21/2011	

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 3.669 acres owned by MARION K. SHIPMAN (parcel 116C), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of SH 195 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

EXHIBIT \_\_\_\_\_

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

Legal Description Parcel 116C

BEING a 3.669 acre (159,822 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 3.669 acre tract of land is out of and a part of a 5.0002 acre tract known as Lot 3 of River Road Subdivision, a plat of which is recorded in Cabinet V, Slide 123-124 of the Plat Records of Williamson County, Texas, the said Lot 3 also being part of the same land conveyed by M. S. Properties to Marion K. Shipman by deed recorded July 2, 2002 as Document No. 2002050030 of the Official Public Records of Williamson County, Texas, said 3.669 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found in the northeast line of a 5.00 acre tract conveyed by Mark A. Shelton and wife, Jamie L. Shelton to Ricky Shipman, by deed recorded October 16, 2003 as Document No. 2003101243 of the Official Public Records of Williamson County, Texas, said rod is a common corner of Lot 3 and Lot 4 of the above referenced River Road Subdivision and is located 472.48 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1696+14.57;

THENCE North 52° 09' 16" East with the common line of said Lot 3 and Lot 4 for a distance of 205.36 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, said rod being in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 275.38 feet right of Proposed SH 195 Baseline Station 1696+72.27;

1. THENCE North 59° 00' 22" West with the proposed southwest right of way line of SH 195 for a distance of 172.89 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 290.00 feet right of Proposed SH 195 Baseline Station 1695+00.00;
2. THENCE North 55° 03' 31" West continuing with the proposed southwest right of way line of SH 195 for a distance of 158.37 feet to a 5/8 inch iron rod with TxDOT aluminum cap set, said rod being in the common line of Lot 2 and Lot 3 of said subdivision, said rod is located 292.49 feet right of Proposed SH 195 Baseline Station 1693+41.65;



EXHIBIT \_\_\_\_\_

3. THENCE North  $51^{\circ} 42' 09''$  East with the common line of Lot 2 and Lot 3 for a distance of 523.17 feet to a 1/2 inch iron rod found in the existing southwest right of way line of SH 195 for the beginning of a non-tangent curve to the right;
4. THENCE with the existing southwest right of way line of SH 195 in a southeasterly direction with a curve turning to the right for an arc distance of 324.24 feet, said curve has a radius of 8135.11 feet, a delta angle of  $2^{\circ} 17' 01''$ , a chord bearing of South  $50^{\circ} 15' 47''$  East, and a chord distance of 324.22 feet, to a 1/2 inch iron rod found for the east corner of Lot 3;
5. THENCE South  $52^{\circ} 09' 16''$  West with the common line of Lot 3 and Lot 4 for a distance of 483.60 feet to the POINT OF BEGINNING, said described tract containing 3.669 acres (159,822 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

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

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

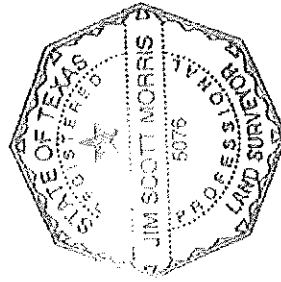
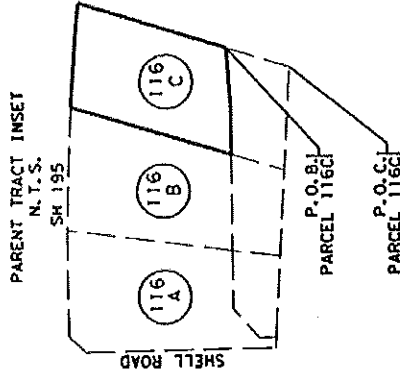
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: 5-29-2009



# LEGEND

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

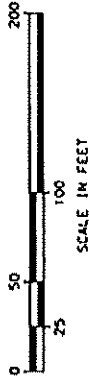


## NOTES:

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS 127 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA	ACQUIRED AREA		APPROXIMATE REMAINDER			
			LEFT		RIGHT	
ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	SQ. FT.
5.0002	217,809	3.669	159,822	1.3312		57,987

...Phase2-Par116Pt3-Sht01C.dgn 5/29/2009 2:25:33 PM

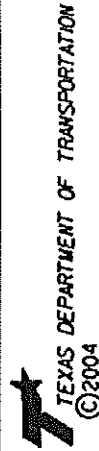


## EXHIBIT

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

*Scott Morris* 5-29-2009  
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF

REVISED MAY 29, 2009



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
MARION K. SHIPMAN  
PARCEL 116C

PAGE 3 OF 4

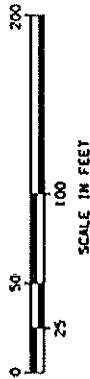
ROW CSJ NO. 0440-02-012  
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
ROOS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' MARCH 7, 2007

STATE OF TEXAS  
 CALLED 2.497 ACRES  
 VOL. 273, PAGE 356, W.C.O.P.R.  
 FEBRUARY 9, 1935

SH 195  
 100' R.O.W.

LENGTH=324.24'  
 RADIUS=8,135.11'  
 DELTA=02°17'01"  
 CHB=S 50°15'47" E  
 CHD=324.22'

EXISTING R.O.W. LINE  
 (324.33')



PROPOSED BASELINE

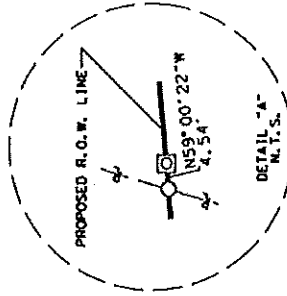
116  
 C

LOT 2  
 CALLED 5.0004 ACRES  
 RIVER ROAD SUBD.  
 DOCUMENT NO. 2001078995  
 CABINET V, SLIDE 123  
 W.C.P.R.  
 MARION K. SHIPMAN  
 DOCUMENT NO. 2002050030  
 JULY 2, 2002  
 W.C.O.P.R.

LOT 3  
 CALLED 5.0002 ACRES  
 RIVER ROAD SUBD.  
 DOCUMENT NO. 2001078995  
 CABINET V, SLIDE 123  
 W.C.P.R.  
 MARION K. SHIPMAN  
 DOCUMENT NO. 2002050030  
 JULY 2, 2002  
 W.C.O.P.R.

LOT 4  
 CALLED 5.0004 ACRES  
 RIVER ROAD SUBD.  
 DOCUMENT NO. 2001078995  
 CABINET V, SLIDE 123-124  
 W.C.P.R.  
 C.W.C. PROPERTIES, LLC  
 DOCUMENT NO. 2000048331  
 JULY 25, 2000 W.C.O.P.R.

EXHIBIT



SEE DETAIL "A"

STA 1695+00.00  
 292.49' RT.  
 N 55°03'31" W 158.37'  
 STA 1696+76.79  
 275.00' RT.

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

ROBERTS SURVEY A-524

PARCELS 116C  
 STA 1696+14.57  
 472.48' RT.

CALLLED 5.00 ACRES  
 RIVER ROAD SUBD.  
 DOCUMENT NO. 2003101243  
 OCTOBER 16, 2003  
 W.C.O.P.R.

RIGHT OF WAY PLAT  
 SHOWING PROPERTY OF  
 MARION K. SHIPMAN  
 PARCEL 116C

PAGE 4 OF 4

ROW CSJ NO. 0440-02-012  
 STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS  
 RODS SURVEYING INC.  
 6810 LEE ROAD SPRING, TX 77379  
 (281) 379-6388  
 SCALE: 1"=100' MARCH 7, 2007

REVISED MAY 29, 2009

**Commissioners Court - Regular Session****38.****Meeting Date:** 07/26/2011

CR 138 Drainage Easement

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider authorizing the County Judge to execute a letter agreement with Edward and Sandra Knoll regarding a drainage easement needed on CR 138.

**Background**

---

**Attachments**Knoll-Letter Agreement**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Charlie Crossfield		Started On: 07/21/2011 09:27 AM
	Final Approval Date: 07/21/2011	

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

June 28, 2011

Edward and Sandra Knoll  
1500 CR 138  
Hutto, TX 78634-5118

RE: Williamson County--CR 138 improvement project  
Drainage Easement acquisition--Parcel 2E (331 SF)

Dear Edward and Sandra:

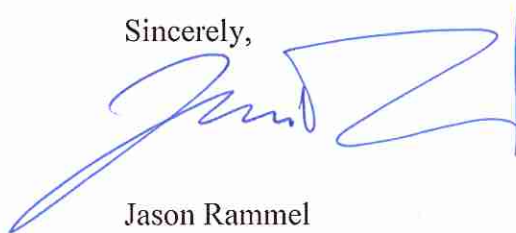
As you are aware, our law firm represents Williamson County ("County") in the acquisition of certain drainage easement interests required for the construction of improvements to CR 138 and related drainage in the area of our property. Please allow this letter to set out my understanding regarding our agreement for the County's purchase of a drainage easement necessary for the construction of this project.

In return for granting a drainage easement in and to approximately 331 square feet, Williamson County will pay the sum of \$500.00. The form of the drainage easement will be as shown in Exhibit "A" attached. Any existing fencing on your property which is disturbed by Williamson County or its contractors during the construction of the drainage improvements in the easement area or the adjacent CR 138 roadway improvements will be restored as near as practicable to its prior condition as part of the construction project.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this signed by the County Judge and processed for payment as quickly as possible.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Rammel", with a stylized flourish extending from the end.

Jason Rammel  
Sheets & Crossfield, P.C.

AGREED:

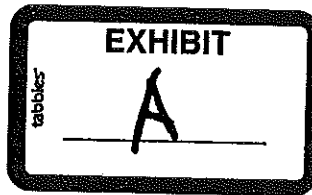
Edward Knoll  
Edward Knoll

Date: 07-07-11

Sandra Knoll  
Sandra Knoll  
Date: 7/7/2011

WILLIAMSON COUNTY, TEXAS

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



**PARCEL 2E  
DESCRIPTION**

FOR A 331 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOHN CARUTHERS SURVEY, ABSTRACT NO. 127, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.079 ACRE TRACT OF LAND IN DEED TO EDWARD KNOLL AND SANDRA K. KNOLL RECORDED IN VOLUME 1965, PAGE 679 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 331 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with cap stamped "Baker-Aicklen" set on a point in the south right-of-way line of County Road 138 (right-of-way width varies), said point being the northeast corner of said 5.079 acre, same being the northwest corner of said "Lapaglia Acres" a subdivision according to the plat recorded in Cabinet K, Slide 4 of the Plat Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE** departing the south right-of-way line of said County Road 138, with the west boundary line of said "Lapaglia Acres", same being the east boundary line of said 5.079 acre tract, **S 07°37'04" W** for a distance of **10.00 feet**, for the southeast corner hereof,

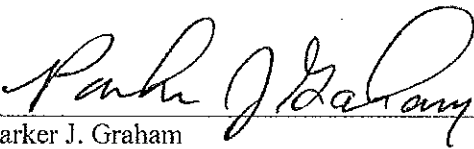
**THENCE** departing the west boundary line of said "Lapaglia Acres", through the interior of said 5.079 acre tract, the following two (2) courses and distances:

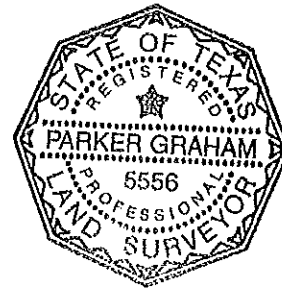
1. **N 82°15'16" W** for a distance of **33.16 feet**, for the southwest corner hereof, and
2. **N 07°44'46" E** for a distance of **10.00 feet** to a point in the south right-of-way line of said County Road 138, same being the north boundary line of said 5.079 acre tract, for the northwest corner hereof, from which a ½" iron rod found at

**THENCE** with the south right-of-way line of said County Road 138, same being the north boundary line of said 5.079 acre tract, **S 82°15'16" E** for a distance of **33.14 feet** to the **POINT OF BEGINNING** hereof and containing 331 Square Feet of land.

Bearing basis is referenced to grid north, Texas State Plane Coordinate System NAD 83, Central Zone (4203).

Surveyed under the direct supervision of the undersigned during March, 2011:

  
Parker J. Graham  
Registered Professional Land Surveyor No. 5556  
Baker-Aicklen & Assoc., Inc.  
405 Brushy Creek Road  
Cedar Park, TX 78613



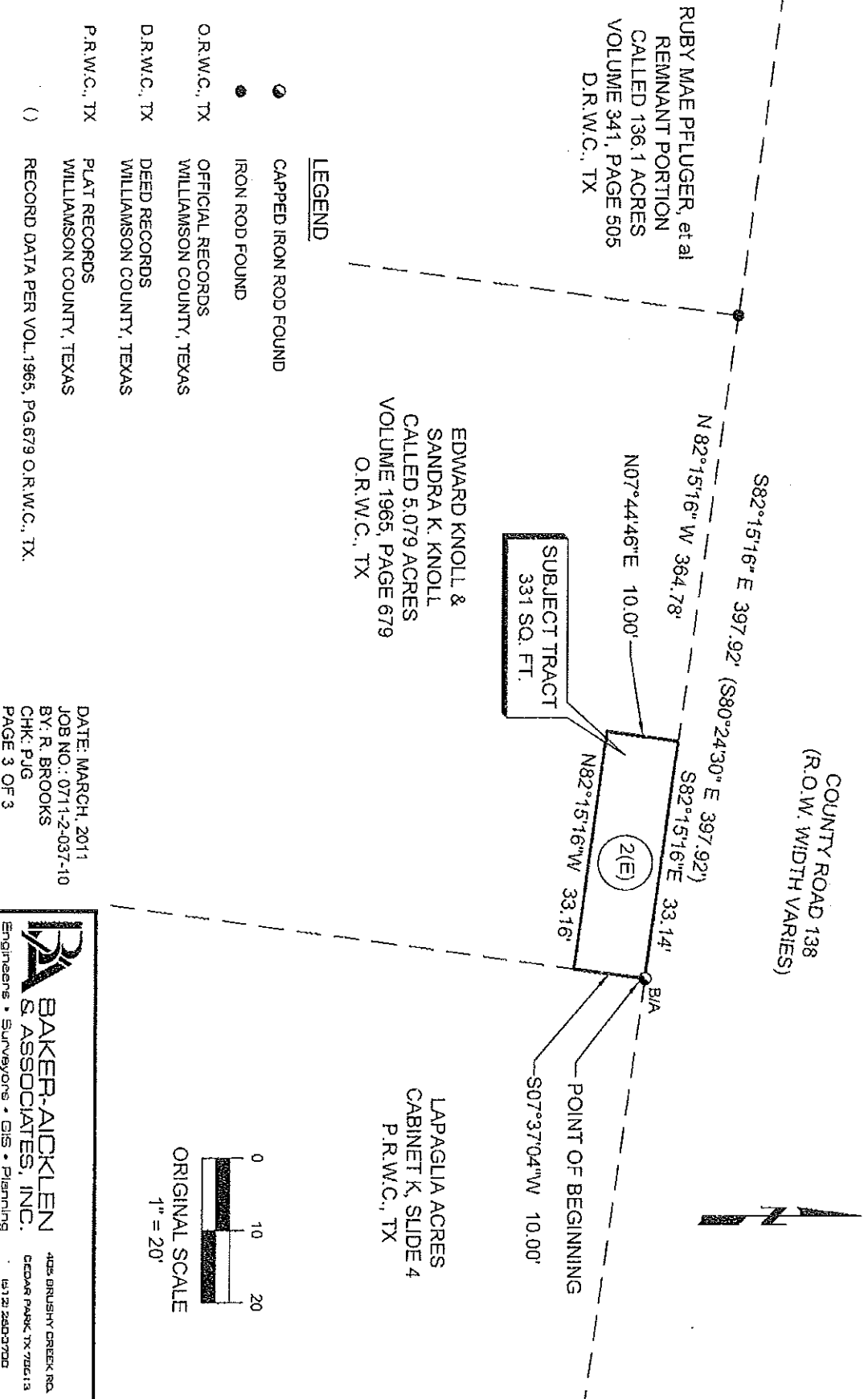
Job No: 0711-2-037-10

Filename: W:\PROJECTS\WILLCO\CR 138\EASEMENTS\DESCRIPTIONS\REVISIONS 2011-05-06\2E-KNOLL EASEMENT-r1.doc



# SKETCH TO ACCOMPANY DESCRIPTION

JOHN CARUTHERS SURVEY ABSTRACT NO. 127



DATE: MARCH, 2011  
 JOB NO.: 0711-2-037-10  
 BY: R. BROOKS  
 CHK: PUG  
 PAGE 3 OF 3

**BAKER-AICKLEN**  
 S. ASSOCIATES, INC.  
 405 BRUSHY CREEK RD.  
 CEDAR PARK, TX 75613  
 (512) 260-7700  
 Engineers • Surveyors • GIS • Planning

## Commissioners Court - Regular Session

39.

**Meeting Date:** 07/26/2011

Hwy 79 Crop Damage

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

### Agenda Item

Consider authorizing the County Judge to execute a letter agreement with John Noren regarding Crop Damages on Hwy 79. (Parcel 26/Weiss)

### Background

---

### Attachments

Noren Letter Agreement

### Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Charlie Crossfield		Started On: 07/21/2011 09:42 AM
	Final Approval Date: 07/21/2011	

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

July 13, 2011

John Noren  
3711 CR 100  
Hutto, Texas 78634

RE: Williamson County – Utility Relocation Parcel 26E (Weiss)  
Being 2.351 Acres Situated in the Williams Gatlin Survey, Abstract No.  
271, Being a Portion of that 136.79 Acre Tract of Land Conveyed to Don  
L. Weiss and Gladys O. Weiss by Instrument Recorded in Document No.  
9651974.

Dear Mr. Noren:

I am writing on behalf of my client, Williamson County (the "County") regarding your request for payment of alleged crop damages related to utility relocation construction activities within the public utility easement interest granted to the City of Hutto ("Hutto") in the above described property (the "Property").

In order to resolve this matter amicably, the County has authorized me to offer you the amount of \$928.65 as compensation for any damages to your crop. In exchange, you will be required to release the County from any and all liability or claims, now or in the future, arising from or related to construction activities on the Property conducted by the County, Hutto, or any utility companies or their contractors prior to the date of this letter.

If you agree with these terms, please sign the letter and release included with this correspondence and return it to me in the enclosed self-addressed stamped envelope. Upon receipt of the release, we will have this approved by the commissioners' court and the County will process your payment. If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

Jason M. Rammel  
Sheets & Crossfield, P.C.

Enclosure

00227533.doc/jmr

AGREED:

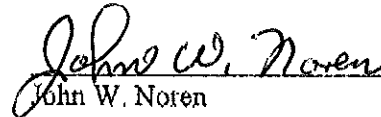
John W. Noren 7-18-11  
John Noren Date

Williamson County, Texas

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

RELEASE

In consideration of payment of the amount of \$928.65 by Williamson County, I, John W. Noren, the undersigned, do hereby release Williamson County, the City of Hutto, their agents contractors and assigns (collectively the "County"), from any and all damages, claims or other liability arising from, or related to, utility construction activities conducted by the County prior to the date of execution below on that certain 2.351 acre tract of land encumbered with a public utility easement and leased by me from Don L. Weiss and Gladys O. Weiss and their successors, whether such damages are realized now or in the future.

  
John W. Noren

Date: 7-18-11

## **Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 07/26/2011

Action regarding correction of prior service credit granted for employee of Constable, Pct #2 office.

**Submitted For:** Lisa Zirkle

**Submitted By:** Sally Goetz, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

---

### **Agenda Item**

Discuss and take appropriate action regarding correction of prior service credit granted for employee of Constable, Pct #2 office.

### **Background**

Soon after his appointment, Constable Rick Coffman requested that the Human Resources Department review the prior service credit granted for Chief Deputy Randolph Doyer based upon the provisions of Williamson County's Peace Officer Tenure System (POTS) Plan.

According to the plan provisions, offices must submit a Prior Service Verification Form to the Human Resources Department in order for prior service credit to be applied. HR was able to confirm that a Prior Service Verification Form was not submitted at the time of Chief Deputy Doyer's employment in the Constable, Pct# 2 office.

According to the provisions of the POTS plan, qualified officers with the rank of law enforcement lieutenant, or equivalent....may be as high as L4.8 if they have prior service credit of at least 7 years.

Constable Coffman's recommendation is based upon his desire to correct and apply service credit that may have previously been inadvertently omitted. Constable Coffman has now submitted a Prior Service Verification Form. Typically, the HR Department would process this credit based upon the provisions of the plan and not require additional Court action. However, since Constable Coffman's recommendation is based upon corrective action, this issue is being brought before the Court for approval. Chief Doyer is the only current employee in Constable Coffman's office who has prior service credits that were not applied at the time of employment. Constable Coffman's recommendation consists of the following:

1) Chief Doyer be granted credit for at least 7 years of prior service that was earned before his hire date in January 2004. This would move Chief Doyer's current assignment from an L4.9 to an L4.16.

2) The prior service credit correction be applied with an effective date of October 1, 2010.

3) Upon Commissioner's Court approval of the correction with an effective date of October 1, 2010, the additional associated year to date salary that should have been paid to Chief Doyer during the current fiscal year, be included in the next regular Williamson County pay date on July 31, 2011. This totals to \$419.58 per pay period to date. The funding for payment of this correction is currently available within the Salaries line item of the Constable, Pct #2 office and would not require a line item transfer or additional funding for the department.

---

## Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/18/2011 09:48 AM
Human Resources (Originator)	Sally Goetz	07/18/2011 11:46 AM
Form Started By: Sally Goetz		Started On: 07/14/2011 02:26 PM
	Final Approval Date: 07/18/2011	

**Commissioners Court - Regular Session****41.****Meeting Date:** 07/26/2011

Amendment to 2010 - 2011 Williamson County Wellness Program

**Submitted By:** Joyce Nemec, Human  
Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and take appropriate action regarding an amendment to the 2010 - 2011 Williamson County Wellness Program.

**Background**

---

**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Joyce Nemec

**Reviewed By**  
Wendy Coco

Final Approval Date: 07/21/2011

**Date**  
07/21/2011 11:59 AM  
Started On: 07/21/2011 11:47 AM



## Commissioners Court - Regular Session

42.

**Meeting Date:** 07/26/2011

HB 2194 and how it relates to Countywide election precinct polling place program

**Submitted For:** Rick Barron

**Submitted By:** Kay Eastes,  
Elections

**Department:** Elections

**Agenda Category:** Regular Agenda Items

---

### Agenda Item

Discuss and take appropriate action regarding update to Commissioners Court by Elections Administrator regarding Vote Centers, House Bill 2194, and equipment purchase availability from vendor Election Systems & Software, Inc. (ES&S) for more iVotronic DREs.

### Background

---

### Attachments

SOS 2.2.11 vote ctrs

HB 2194

### Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 11:58 AM
Form Started By: Kay Eastes		Started On: 07/21/2011 11:09 AM
	Final Approval Date: 07/21/2011	

# The State of Texas




Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
[www.sos.state.tx.us](http://www.sos.state.tx.us)

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Hope Andrade  
Secretary of State

## MEMORANDUM

**TO:** County Clerks/Elections Administrators in Counties Using Only DRE Voting Equipment

**FROM:** Ann McGeehan, Director of Elections 

**DATE:** February 2, 2011

**RE:** Opportunity to Use Countywide Election Precincts Polling Places in Countywide Elections Held on May 14, 2011 and November 8, 2011 Uniform Election Dates

This memorandum is to remind you of the availability of the countywide election precinct polling place program ("countywide program") for the May 14, 2011 and November 8, 2011 election dates. Briefly, the deadline to submit **your proposed plan** (see further details about plans below) to participate in the countywide program for the May 14, 2011 elections is **Monday, February 28, 2011**. If you are interested in participating or if you need more information, please contact Paul Miles at [pmiles@sos.state.tx.us](mailto:pmiles@sos.state.tx.us) or toll-free at 1-800-252-2216.

### Background

House Bill 719, which was passed during the 81<sup>st</sup> Legislative Session, represents a continuation of the countywide programs conducted beginning in 2006. The Secretary of State may select three counties with a population of 100,000 or more and two counties with a population of less than 100,000. Collin, Erath, Lubbock, and Madison Counties conducted elections using countywide precincts on the November 2010 uniform date. Although it is possible the 82<sup>nd</sup> Legislature may amend the current countywide program, it would not likely impact the May 14, 2011 elections.

Eligible counties may apply to use countywide polling places in the following elections: a general election for state and county officers, a countywide election that takes place on the uniform election date in May, a constitutional amendment election, and a joint election when holding any of the aforementioned elections with a local political subdivision (i.e., city, school district, etc.). As noted above, the next available opportunities to participate in a countywide election precinct program are May 14, 2011 and November 8, 2011. Counties must make separate applications for each election date.

### Minimum Requirements

A county must meet the following minimum requirements: (1) exclusive use of direct recording electronic (DRE) voting systems at all polling places; (2) implementation of a computerized voter registration list that allows instantaneous verification that a voter has not already voted at another polling place; and (3) if the county has not participated in one of the previous countywide election precinct programs, it must hold a public hearing to inform and solicit opinions from voters, minority organizations, and other interested parties (e.g., political parties, political subdivisions within the

## MEMORANDUM

Page 2

county, and organizations representing voters with disabilities). A transcript or electronic recording of the hearing must be submitted to the Secretary of State. Although not required by statute, we encourage counties that have previously participated to conduct a new public hearing.

In addition, counties selected to participate in the program must adopt a methodology to determine the placement of the countywide polling places. For an election held in the first year in which the county holds an election under the program, the total number of countywide polling places may not be less than 65% of the number of precinct polling places that would otherwise have been used in the last equivalent election. For subsequent elections, this number drops to 50%.

### **Communication Plan Required**

A selected county must also develop a plan for providing notice and informing voters of the program and of the changes made to the locations of election day polling places that will occur. The county must solicit input from organizations that represent minority voters and voters with disabilities. At a minimum, an election day notice indicating the location of the nearest countywide polling place must be posted at each precinct polling place that was used in the last general election for state and county officers but will not be used in the election under this program. A county's plan to participate in the program must address how the county will handle the following issues:

First, participation in the program represents a change in voting that must be precleared with the U.S. Department of Justice ("DOJ") under Section 5 of the federal Voting Rights Act. DOJ will review the proposed number and locations of the countywide precinct polling places to determine whether they could have any discriminatory effect on the basis of race or language group.

Second, local political subdivisions may hold a joint election with a participating county. State law requires local political subdivisions using the November uniform election date (excluding municipal utility districts located within Harris County or counties bordering Harris County) to use the regular county polling places in the county election precincts that contain territory from their elections. Political subdivisions in participating counties would need to have a presence at **each** of the countywide polling places at which its voters would be eligible to appear, either through a joint election with the county or establishing its own polling place at each of the locations. Counties that wish to participate in the program will need to demonstrate that the details of local joint elections have been resolved or at least that the governing bodies have agreed that they will resolve such issues.

Third, while House Bill 719 does not explicitly address the question, we believe that the election officials at each of the countywide polling places would need to be appointed according to the same list procedure as Election Day judges and clerks to the extent possible. Again, counties that wish to participate in the countywide program will need to demonstrate that the county commissioners court and the county chairs have resolved how polling place officials will be appointed.

Finally, House Bill 719 requires the Office of the Secretary of State to file a report with the Legislature concerning the countywide program, including a recommendation on the future use of countywide precinct polling places on January 1st of each odd-numbered year. All counties that participate in the countywide program will be expected to contribute their specific findings after each election held with countywide precincts, which will be included in the report. The January 1<sup>st</sup> report pertaining to the November 2009 and 2010 elections has been filed with the Legislature and can be found [online](#).

## MEMORANDUM

Page 3

Below are the schedules for implementing countywide election precincts for the May 14 and November 8 elections this year.

### **Proposed schedule for implementing HB 719 for May 14, 2011 election:**

- Monday, February 28, 2011—Deadline for counties to submit their proposed plan (detailing the county's ability to comply with items 1-3 above) to Secretary of State. Note that counties that have participated in previous countywide programs are not required to hold a public hearing under Section 43.007(b), though we urge that they do so. Counties that have not previously participated in a countywide program will have to include a public hearing as part of the proposed plan which will necessitate more lead time for the process which may require them to initiate the process earlier than previously participating counties.
- Tuesday, March 8, 2011—Deadline for SOS to approve proposed local plans for the countywide program and provide detailed guidance on the information that will be requested from the Secretary of State and that will be included in the final report after each election held under the countywide program. The counties will be required to submit this information to the Secretary of State no later than 30 days after the election.
- Tuesday, March 15, 2011—Deadline for **approved** counties to submit their local countywide program for preclearance with DOJ if countywide election precincts will be used on May 14, 2011 uniform election date.
- Monday, June 13, 2011—Deadline for county clerk/elections administrator to submit report on local countywide program to Secretary of State.
- Tuesday, January 1, 2013—Deadline for Secretary of State to submit report on countywide program to Legislature.

### **Proposed schedule for implementing HB 719 for November 8, 2011 election:**

- Wednesday, August 3, 2011—Deadline for counties to submit their proposed plan (detailing the county's ability to comply with items 1-3 above) to Secretary of State. Note that counties that have participated in previous countywide programs are not required to hold a public hearing under Section 43.007(b), though we urge that they do so. Counties that have not previously participated in a countywide program will have to include a public hearing as part of the proposed plan which will necessitate more lead time for the process which may require them to initiate the process earlier than previously participating counties.
- Monday, August 15, 2011—Deadline for SOS to approve proposed local plans for the countywide program and provide detailed guidance on the information that will be requested from the Secretary of State and that will be included in the final report after each election held under the countywide program. The counties will be required to submit this information to the Secretary of State no later than 30 days after the election.
- Friday, September 9, 2011—Deadline for **approved** counties to submit their local countywide program for preclearance with DOJ if countywide election precincts will be used at November 8, 2011 general election.
- Tuesday, December 6, 2011—Deadline for county clerk/elections administrator to submit report on local countywide program to Secretary of State.
- Tuesday, January 1, 2013—Deadline for Secretary of State to submit report on countywide program to Legislature.

SECTION 8. Section 43.007, Election Code, is amended by amending Subsections (a) and (i) and adding Subsections (k) and (l) to read as follows:

(a) The secretary of state shall implement a program to allow each commissioners court participating in the program to eliminate county election precinct polling places and establish countywide polling places for:

(1) each general election for state and county officers;

(2) each ~~countywide~~ election held on the uniform election date in May;

(3) each election on a proposed constitutional amendment; and

(4) each election of a political subdivision located in the county that is held jointly with an election described by Subdivision (1), (2), or (3).

(i) The secretary of state may only select to participate in the program ~~six~~ ~~three~~ counties with a population of 100,000 or more and ~~four~~ ~~two~~ counties with a population of less than 100,000.

(k) Each county that previously participated in a program under this section is authorized to continue participation in the program for future elections described by Subsection (a) if:

(1) the commissioners court of the county approves participation in the program; and

(2) the secretary of state determines the county's participation in the program was successful.

(l) Subsections (b), (c), and (d) do not apply to a county participating in the program under Subsection (k).

**Commissioners Court - Regular Session****43.****Meeting Date:** 07/26/2011

Renewal of County Property Lease for FY2012 with CSCD-CTTC

**Submitted For:** Marty Griffith**Submitted By:** Melissa Ramos, Adult  
Probation**Department:** Adult Probation**Agenda Category:** Consent

---

**Agenda Item**

Consider approving the renewal of existing FY 2011 property lease between Williamson County and Williamson County CSCD, which houses the Central Texas Treatment Center, for FY2012.

**Background**

The Williamson County CSCD has an annual lease with Williamson County to lease the property which houses the Central Texas Treatment Center. The building is located at 601 Alligator in Granger, Texas. The Williamson County is seeking to renew its lease with the County for FY12 under the identical terms as FY 11.

---

**Attachments**CTTC Lease Renewal**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/07/2011 09:38 AM
Form Started By: Melissa Ramos		Started On: 07/05/2011 03:36 PM
	Final Approval Date: 07/07/2011	

## LEASE AGREEMENT

This Lease Agreement is made and entered into this 26 day of July, 2011, by and between Williamson County, hereinafter referred to as Lessor, and the Williamson County Community Supervision and Corrections Department, hereinafter referred to as Lessee. Authority for this agreement is granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, the premises and building situated at 601 N. Alligator Street in Granger, Texas, and hereinafter referred to as the "premises".

### I. TERM

The term of this lease shall be for a period of 1 year, commencing on September 1, 2011 and ending on August 31, 2012.

### II. RENT

Lessee agrees to pay to Lessor the sum of \$10,000 per month, payable by the 10<sup>th</sup> day of each month. The previously agreed upon monthly lease payment of \$15,000 is hereby reduced to \$10,000 per month for fiscal year 2011. The lessee agrees to re-pay all or a part of the monthly reduction in the amount of any additional funds that may be provided to the Williamson County CSCD by CJAD-TDCJ for the operation of the Central Texas Treatment Center during fiscal year 2011.

### III. MAINTENANCE AND SURRENDER

Lessor shall at its expense and risk maintain the roof, foundation, underground or otherwise concealed plumbing, the structural soundness of the exterior walls (including all windows, windows glass, plate glass, and all doors), and all other parts of the building and other improvements on the leased premises in good repair and condition, including but not limited to, repairs (including all necessary replacements) to the exterior plumbing, windows, window glass, plate glass, doors, HVAC system, fire protection system, interior of the building in general, and maintenance of the parking and common areas outside the building. Lessor will regularly, or at least annually, perform any mold related examinations and tests necessary to insure that unsafe levels of mold are not present in the building. Lessee will perform periodic checks of the attic and subfloor areas, to determine the existence of any water leaks or environments conducive to the growth of mold. Lessor agrees to remediate any mold damage or growth that may occur on the premises, and repair or replace any parts of the building damaged by mold.

Lessee shall, throughout the lease term, maintain the building and other improvements constituting the lease premises and keep them free from waste or nuisance, repair any damages to the premises caused by Lessee, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, except for reasonable

wear and tear and damage by fire, tornado, or other casualty. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be paid by Lessee to Lessor as additional rental on the next rental installment date.

Any physical additions or improvements to the premises made by Lessee will become the property of Lessor.

Upon the expiration of this lease, Lessee shall have the right to remove from the leased premises its personal property and shall make any necessary repairs to the premises of damage caused in connection with the removal of said property, if any, within fifteen days of the expiration date. Lessor may require that Lessee, at termination of this lease and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted.

#### IV. OBLIGATIONS OF LESSOR AND LESSEE

Lessee shall pay all utility charges of water, electricity, sewer, heat, gas, and power used in and about the leased premises, all such charges to be paid by Lessee to the utility company or municipality furnishing the same, before the same shall become delinquent.

Lessee shall maintain insurance on any personal or Lessee owned property.

Lessor and Lessee release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Lessor or Lessee. This release applies only to the extent permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

If the premises are damaged by casualty and can be restored within ninety days, the Lessor will, at its expense, restore the premises to substantially the same condition that existed before the casualty. If Lessor fails to complete restoration within ninety days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this lease by written notice to Lessor.

If the premises cannot be restored within ninety days, Lessor has an option to restore the premises. If Lessee chooses not to restore, this lease will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this lease by notifying Lessor within ten days. If Lessee does not terminate this lease, the lease will continue and Lessor will restore the premises as provided above.

To the extent the premises are untenable after the casualty, the rent will be adjusted as may be fair and reasonable.



## V. DEFAULT

If Lessee shall allow the rent to be in arrears more than thirty days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty days after written notice from Lessor, Lessor may at its option, terminate this lease, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and without prejudice to any legal remedies which may be used for the collection of rent.

If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this agreement, Lessee may elect either one of the following:

(A) After thirty days written notice to Lessor, Lessee may elect to remedy such default by any necessary action and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee in demand: or

(B) Elect to terminate this agreement on giving at least thirty days written notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to the expiration of the thirty day period.

## VI. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

## VII. OPTIONS

Lessor agrees that Lessee shall have and is hereby granted one successive option to extend the term of this lease for a period of one year to begin upon the expiration of the terms covenants, and provisions of this lease upon terms to be agreed upon by the parties at that time. Should Lessee intent to exercise its option to renew this lease agreement, Lessee shall notify Lessor in writing sixty days prior to the termination of this agreement. If the parties fail to agree to the terms for the subsequent term, then the Lessee shall have sixty days in which to remove its property and the Lessor shall not lease the premises to another party until the said sixty days have passed.

Any holding over by Lessee of the leased premises after the expiration of this lease or any extension or renewal thereof shall operate and be construed as a month to month tenancy and the Lessee shall be obligated to make the monthly rental as set forth above.

All lease and other payments required of Lessee under this agreement are subject to the availability of funds as appropriate by the Texas Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice.

## VIII. ENTIRE AGREEMENT

This lease is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

## IX. MISCELLANEOUS

All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

LESSOR:  
County Judge  
710 Main Street  
Georgetown, Texas 78626

LESSEE:  
CSCD Director  
P.O. Box 251  
Georgetown, Texas 78627

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

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

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

No waiver by the parties hereto of any default or breach of any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force of nature, which means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement in multiple originals as of the day and year first above written.

LESSOR:

LESSEE:

Dan A. Gattis  
County Judge  
Williamson County, Texas

Marty Griffith  
CSCD Director  
Williamson County, Texas

**Commissioners Court - Regular Session****44.****Meeting Date:** 07/26/2011

Consider approving the filing FY12-13 Adult Probation biennial budgets.

**Submitted For:** Marty Griffith**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

---

**Agenda Item**

Consider approving the filing of the FY12-13 Adult Probation biennial budgets.

**Background**

A meeting has been scheduled with the Williamson County Board of Judges on August 12, 2011 to finalize the FY 12-13 budgets.

Local Government Code, Section 140.004, requires that a CSCD-Adult Probation shall file its biennial budget with the Commissioner's Court prior to the 14th day before the CSCD has a meeting to finalize its annual (or biennium) budget. A meeting has been scheduled with the Williamson County Board of Judges on August 12, 2011 to finalize the FY 12-13 budgets.

---

**Attachments**CSCD Budgets**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 11:59 AM
Form Started By: Melissa Ramos		Started On: 07/21/2011 11:14 AM
	Final Approval Date: 07/21/2011	

# BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: July 26, 2011 \_\_\_\_\_

CHIEF COUNTY: Williamson	PROGRAM ID #:	PROGRAM TITLE: Basic
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Requested TDCJ-CJAD Funding (Check only one):</p> <div style="display: flex; align-items: center;"> <div style="width: 150px;"> <p>Basic Supervision <input checked="" type="checkbox"/></p> <p>Community Corrections Programs (CCP) <input type="checkbox"/></p> <p>Diversion Programs (DP) <input type="checkbox"/></p> <p>Treatment Alternative to Incarceration (TAIP) <input type="checkbox"/></p> </div> <div style="border: 1px solid black; width: 30px; height: 30px; margin-left: 10px;"></div> </div> </div> <div style="width: 50%;"> <p>If this program has partial funding from another source please specify source and the amount:</p> </div> </div>		
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding	\$1,022,368	\$1,022,368
SAFPF Payments (Basic Supervision only)	\$10,000	\$10,000
Community Supervision Fees Collected (Basic Supervision only)	\$2,368,000	\$2,368,000
Payments by Program Participants (Provide detail on Supporting Schedule)	\$390,000	\$390,000
Interest Income (Basic Supervision Only)	\$3,000	\$3,000
Carry Over from Previous FY	\$1,100,000	\$1,100,000
Other Revenue (Provide detail on Supporting Schedule)	\$30,000	\$30,000
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	-\$154,625	-\$154,625
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0
<b>TOTAL REVENUE</b>	<b>\$4,768,743</b>	<b>\$4,768,743</b>
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits	\$3,416,546	\$3,416,546
Travel/Furnished Transportation	\$75,000	\$75,000
Contract Services for Offenders	\$182,000	\$182,000
Professional Fees	\$123,168	\$123,168
Supplies & Operating Expenditures	\$893,029	\$893,029
Facilities	\$0	\$0
Utilities	\$35,000	\$35,000
Equipment	\$44,000	\$44,000
<b>TOTAL EXPENDITURES</b>	<b>\$4,768,743</b>	<b>\$4,768,743</b>
FOR CJAD USE ONLY		
REVIEWED BY:	DATE RECEIVED:	

NOTES:

# BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: July 26, 2011

CHIEF COUNTY: Williamson		PROGRAM ID #: 2	PROGRAM TITLE: CTTC
Requested TDCJ-CJAD Funding (Check only one): Basic Supervision <input type="checkbox"/> Community Corrections Programs (CCP) <input type="checkbox"/> Diversion Programs (DP) <input checked="" type="checkbox"/> Treatment Alternative to Incarceration (TAIP) <input type="checkbox"/>		If this program has partial funding from another source, please specify source and the amount:	
REVENUE:		PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding		\$1,924,328	\$1,924,328
SAFPF Payments (Basic Supervision only)		\$0	\$0
Community Supervision Fees Collected (Basic Supervision only)		\$0	\$0
Payments by Program Participants (Provide detail on Supporting Schedule)		\$12,000	\$12,000
Interest Income (Basic Supervision Only)		\$0	\$0
Carry Over from Previous FY		\$0	\$0
Other Revenue (Provide detail on Supporting Schedule)		\$44,049	\$44,049
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$60,618	\$60,618
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$62,332	\$62,332
<b>TOTAL REVENUE</b>		<b>\$2,103,327</b>	<b>\$2,103,327</b>
TYPE OF EXPENDITURE:		PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits		\$1,597,127	\$1,597,127
Travel/Furnished Transportation		\$15,000	\$15,000
Contract Services for Offenders		\$0	\$0
Professional Fees		\$5,200	\$5,200
Supplies & Operating Expenditures		\$270,380	\$270,380
Facilities		\$122,000	\$122,000
Utilities		\$72,320	\$72,320
Equipment		\$21,300	\$21,300
<b>TOTAL EXPENDITURES</b>		<b>\$2,103,327</b>	<b>\$2,103,327</b>
FOR CJAD USE ONLY			
REVIEWED BY:		DATE RECEIVED:	

NOTES:

# BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: July 26, 2011

CHIEF COUNTY: Williamson		PROGRAM ID #: 0	PROGRAM TITLE: Sex offender
Requested TDCJ-CJAD Funding (Check only one):		If this program has partial funding from another source, please specify source and the amount:	
Basic Supervision		Basic \$11,417	
Community Corrections Programs (CCP)			
Diversion Programs (DP)			
Treatment Alternative to Incarceration (TAIP)			
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013	
Requested TDCJ-CJAD Funding	\$232,503	\$232,503	
SAFPF Payments (Basic Supervision only)	\$0	\$0	
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0	
Payments by Program Participants (Provide detail on Supporting Schedule)	\$0	\$0	
Interest Income (Basic Supervision Only)	\$0	\$0	
Carry Over from Previous FY	\$0	\$0	
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0	
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$11,417	\$11,417	
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	-\$62,332	-\$62,332	
<b>TOTAL REVENUE</b>	<b>\$181,588</b>	<b>\$181,588</b>	
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013	
Salaries/Fringe Benefits	\$181,588	\$181,588	
Travel/Furnished Transportation			
Contract Services for Offenders	\$0	\$0	
Professional Fees			
Supplies & Operating Expenditures	\$0	\$0	
Facilities	\$0	\$0	
Utilities	\$0	\$0	
Equipment	\$0	\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$181,588</b>	<b>\$181,588</b>	
FOR CJAD USE ONLY			
REVIEWED BY:		DATE RECEIVED:	

NOTES:

# BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: July 26, 2011

CHIEF COUNTY: Williamson		PROGRAM ID #: 0	PROGRAM TITLE: Ignition Interlock
Requested TDCJ-CJAD Funding (Check only one): Basic Supervision <input type="checkbox"/> Community Corrections Programs (CCP) <input checked="" type="checkbox"/> Diversion Programs (DP) <input type="checkbox"/> Treatment Alternative to Incarceration (TAIP) <input type="checkbox"/>		If this program has partial funding from another source, please specify source and the amount: Basic \$20,159	
REVENUE:		PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding		\$181,341	\$181,341
SAFPF Payments (Basic Supervision only)		\$0	\$0
Community Supervision Fees Collected (Basic Supervision only)		\$0	\$0
Payments by Program Participants (Provide detail on Supporting Schedule)		\$0	\$0
Interest Income (Basic Supervision Only)		\$0	\$0
Carry Over from Previous FY		\$0	\$0
Other Revenue (Provide detail on Supporting Schedule)		\$0	\$0
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$20,159	\$20,159
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$0	\$0
<b>TOTAL REVENUE</b>		<b>\$201,500</b>	<b>\$201,500</b>
TYPE OF EXPENDITURE:		PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits		\$201,500	\$201,500
Travel/Furnished Transportation			
Contract Services for Offenders		\$0	\$0
Professional Fees			
Supplies & Operating Expenditures		\$0	\$0
Facilities		\$0	\$0
Utilities		\$0	\$0
Equipment		\$0	\$0
<b>TOTAL EXPENDITURES</b>		<b>\$201,500</b>	<b>\$201,500</b>
FOR CJAD USE ONLY			
REVIEWED BY:		DATE RECEIVED:	

NOTES:



# BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: July 26, 2011

CHIEF COUNTY: Williamson		PROGRAM ID #: 014	PROGRAM TITLE: Special Needs
Requested TDCJ-CJAD Funding (Check only one): Basic Supervision <input type="checkbox"/> Community Corrections Programs (CCP) <input type="checkbox"/> Diversion Programs (DP) <input checked="" type="checkbox"/> Treatment Alternative to Incarceration (TAIP) <input type="checkbox"/>		If this program has partial funding from another source, please specify source and the amount: Basic \$19,887	
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013	
Requested TDCJ-CJAD Funding	\$37,311	\$37,311	
SAFPF Payments (Basic Supervision only)	\$0	\$0	
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0	
Payments by Program Participants (Provide detail on Supporting Schedule)	\$0	\$0	
Interest Income (Basic Supervision Only)	\$0	\$0	
Carry Over from Previous FY	\$0	\$0	
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0	
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$19,887	\$19,887	
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0	
<b>TOTAL REVENUE</b>	<b>\$57,198</b>	<b>\$57,198</b>	
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013	
Salaries/Fringe Benefits	\$57,198	\$57,198	
Travel/Furnished Transportation	\$0	\$0	
Contract Services for Offenders	\$0	\$0	
Professional Fees	\$0	\$0	
Supplies & Operating Expenditures	\$0	\$0	
Facilities	\$0	\$0	
Utilities	\$0	\$0	
Equipment	\$0	\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$57,198</b>	<b>\$57,198</b>	
FOR CJAD USE ONLY			
REVIEWED BY:		DATE RECEIVED:	

NOTES:

# BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: July 26, 2011

CHIEF COUNTY: Williamson		PROGRAM ID #: 018	PROGRAM TITLE: TAIP
Requested TDCJ-CJAD Funding (Check only one): Basic Supervision <input type="checkbox"/> Community Corrections Programs (CCP) <input type="checkbox"/> Diversion Programs (DP) <input type="checkbox"/> Treatment Alternative to Incarceration (TAIP) <input checked="" type="checkbox"/>		If this program has partial funding from another source, please specify source and the amount: Basic: \$18,804	
REVENUE:		PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding		\$70,447	\$70,447
SAFPF Payments (Basic Supervision only)		\$0	\$0
Community Supervision Fees Collected (Basic Supervision only)		\$0	\$0
Payments by Program Participants (Provide detail on Supporting Schedule)		\$100,000	\$100,000
Interest Income (Basic Supervision Only)		\$0	\$0
Carry Over from Previous FY		\$0	\$0
Other Revenue (Provide detail on Supporting Schedule)		\$0	\$0
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$18,084	\$18,084
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$0	\$0
<b>TOTAL REVENUE</b>		<b>\$188,531</b>	<b>\$188,531</b>
TYPE OF EXPENDITURE:		PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits		\$99,790	\$99,790
Travel/Furnished Transportation			
Contract Services for Offenders		\$88,741	\$88,741
Professional Fees			
Supplies & Operating Expenditures		\$0	\$0
Facilities		\$0	\$0
Utilities		\$0	\$0
Equipment		\$0	\$0
<b>TOTAL EXPENDITURES</b>		<b>\$188,531</b>	<b>\$188,531</b>
FOR CJAD USE ONLY			
REVIEWED BY:		DATE RECEIVED:	

NOTES:

# BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: July 26, 2011

CHIEF COUNTY: Williamson		PROGRAM ID #: 009	PROGRAM TITLE: Substance Abuse Caseload
Requested TDCJ-CJAD Funding (Check only one): Basic Supervision <input type="checkbox"/> Community Corrections Programs (CCP) <input type="checkbox"/> Diversion Programs (DP) <input checked="" type="checkbox"/> Treatment Alternative to Incarceration (TAIP) <input type="checkbox"/>		If this program has partial funding from another source, please specify source and the amount: Basic \$24,460	
REVENUE:		PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding		\$27,960	\$27,960
SAFPF Payments (Basic Supervision only)		\$0	\$0
Community Supervision Fees Collected (Basic Supervision only)		\$0	\$0
Payments by Program Participants (Provide detail on Supporting Schedule)		\$0	\$0
Interest Income (Basic Supervision Only)		\$0	\$0
Carry Over from Previous FY		\$0	\$0
Other Revenue (Provide detail on Supporting Schedule)		\$0	\$0
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$24,460	\$24,460
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$0	\$0
<b>TOTAL REVENUE</b>		<b>\$52,420</b>	<b>\$52,420</b>
TYPE OF EXPENDITURE:		PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits		\$52,420	\$52,420
Travel/Furnished Transportation		\$0	\$0
Contract Services for Offenders		\$0	\$0
Professional Fees			
Supplies & Operating Expenditures		\$0	\$0
Facilities		\$0	\$0
Utilities		\$0	\$0
Equipment		\$0	\$0
<b>TOTAL EXPENDITURES</b>		<b>\$52,420</b>	<b>\$52,420</b>
FOR CJAD USE ONLY			
REVIEWED BY:		DATE RECEIVED:	

NOTES:

**Commissioners Court - Regular Session****45.****Meeting Date:** 07/26/2011

Commissioner JP Constable Redistricting 2011

**Submitted For:** Richard Semple**Submitted By:** Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and take appropriate action on Redistricting and the proposed Commissioner, JP, and Constable Precinct boundaries.

**Background**

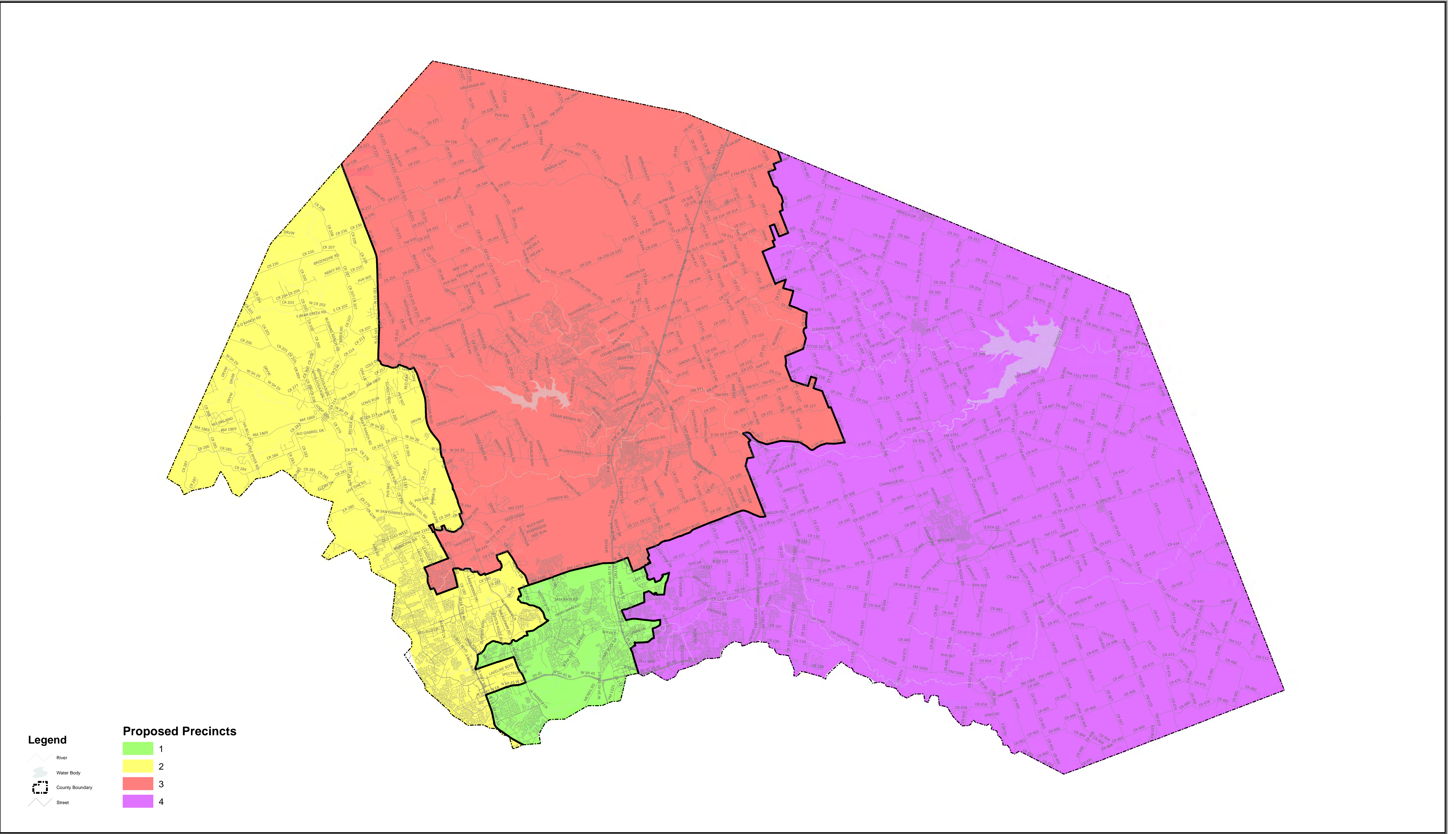
The Redistricting Committee has made some small revisions to the original draft plan presented to Commissioners Court based on comments received during the Public Comment Period. The revised map is now ready for consideration by Commissioners Court.

---

**Attachments**Proposed DistrictsProposed Changes**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Information Technology (Originator)	Alison Whetston	07/21/2011 10:58 AM
Form Started By: Richard Semple		Started On: 07/21/2011 09:01 AM
	Final Approval Date: 07/21/2011	





# Proposed Commissioner, JP & Constable Precincts

## Williamson County, Texas

**DRAFT**

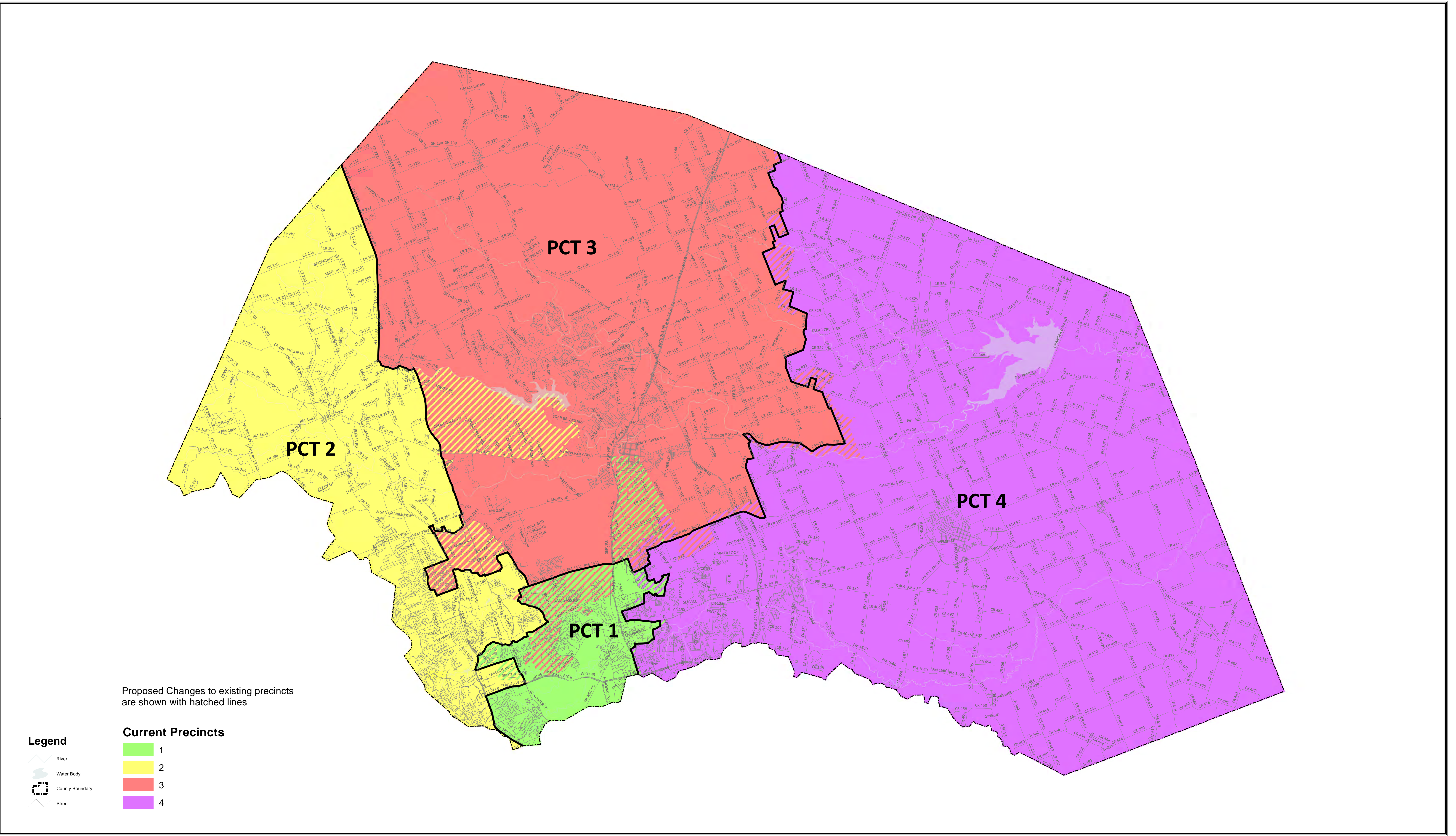


DISCLAIMER - PLEASE READ:  
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: July 20, 2011  
MAP AUTHOR:  
GIS Staff  
MAP CONTACT:  
GIS Staff  
Williamson County  
301 SE Inner Loop Suite 107  
Georgetown, TX 78626  
Phone: 512-943-1489  
Fax: 512-943-1488  
gis@wilco.org





Proposed Commissioner, JP & Constable Precinct Changes

Williamson County, Texas

**DRAFT**



DISCLAIMER - PLEASE READ:  
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: July 20, 2011  
MAP AUTHOR:  
GIS Staff  
MAP CONTACT:  
GIS Staff  
Williamson County  
301 SE Inner Loop Suite 107  
Georgetown, TX 78626  
Phone: 512-943-1489  
Fax: 512-943-1488  
gis@wilco.org



**Commissioners Court - Regular Session****46.****Meeting Date:** 07/26/2011

Habitat for Humanity Land Acquisition

**Submitted By:** Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discus and consider of approval of Engagement Agreement between Williamson County and Sheets and Crossfield, P.C. for the representation of the Williamson County CDBG office with regards to the Habitat for Humanity Land Acquisition project.

**Background**

The Williamson County CDBG office is in need of representation for the CDBG funded Habitat for Humanity Land Acquisition project. Sheets and Crossfield, P.C. would represent the County to include counsel, advice, review and prepare documents related to the CDBG agreement with Habitat for Humanity of Williamson County, including but not limited to a lien note and deed of trust. Sheets and Crossfield, P.C. currently assist the City of Round Rock CDBG office in the same manner. Services will be paid for by CDBG administrative funds currently budgeted.

---

**Attachments**Engagement Agreement**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/22/2011 02:06 PM
Form Started By: Sally Bardwell		Started On: 07/21/2011 11:12 AM
	Final Approval Date: 07/22/2011	

**ATTORNEY/CLIENT ENGAGEMENT AGREEMENT**  
(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between WILLIAMSON COUNTY, TEXAS, "Client", and SHEETS & CROSSFIELD, P.C., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries. Attorney will coordinate with County Attorney regarding all legal matters.
2. Client agrees to compensate Attorney for his services at the rates described herein for the time which has been devoted to Client's legal matters. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner attorney:	\$180/hr
Litigation attorney	\$180/hr
Associate attorney:	\$150/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; (2) facsimile charges; and (3) copying charges.

3. Attorney's fee will include the following services:

Representation of Client including counsel, advice, review and preparation of documents related to a Community Development Block Grant agreement with Habitat for Humanity of Williamson County, including but not limited to a lien note and deed of trust.

4. **Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney.** Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments, except for payment for services already provided.



5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED: \_\_\_\_\_

SHEETS & CROSSFIELD, P.C.

By:  \_\_\_\_\_  
Charles Crossfield

WILLIAMSON COUNTY, TEXAS

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

**Commissioners Court - Regular Session****47.****Meeting Date:** 07/26/2011

public assistance

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and consider approving public assistance contracts for FY11/12.

**Background**

This item refers to the public assistance funding budgeted under Department 640 in the general fund.

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/14/2011 10:03 AM
Form Started By: Rebecca Clemons		Started On: 07/12/2011 12:16 PM
	Final Approval Date: 07/14/2011	

**Commissioners Court - Regular Session****48.****Meeting Date:** 07/26/2011

DFPS contract

**Submitted For:** Ashlie Koenig**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and consider approving the 2011-2012 DFPS contract.

**Background**

This contract is a renewal of an existing contract for two DFPS (Department of Family and Protective Services) caseworkers. Williamson County currently pays 68% of the caseworkers' salaries as well as fringe and other applicable items. Of this amount the child Welfare Board contributes \$18K annually towards the above contract as well. The 2010-2011 contract price is \$80,240. The 2011-2012 contract amount is \$76,718 for a net decrease of \$3,522 and net cost to the county of \$58,718.

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Rebecca Clemons		Started On: 07/20/2011 03:33 PM
	Final Approval Date: 07/21/2011	

**Commissioners Court - Regular Session****49.****Meeting Date:** 07/26/2011

Contract Amendment for LIRAP

**Submitted For:** Gary Boyd**Submitted By:**

Gary Boyd, Parks

**Department:** Parks**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and take appropriate action to authorize county judge to execute Amendment Number 1 to the Intergovernmental Cooperative Reimbursement Agreement Between the Texas Commission on Environmental Quality (TCEQ) and Williamson County.

**Background**

This contract amendment is to extend the expiration of the original Agreement to reflect an expiration date of August 31, 2013 and authorizes use of carryover funds under the Program. This Agreement covers the Low Income Repair Assistance and Replacement Program (LIRAP) which operates as the Drive a Clean Machine Program.

---

**Attachments**Contract Amend !**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:07 AM
Form Started By: Gary Boyd		Started On: 07/20/2011 02:15 PM
	Final Approval Date: 07/21/2011	

**CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE  
REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY (TCEQ) AND WILLIAMSON COUNTY**

**AMENDMENT NUMBER 1**

Pursuant to Article 8 (AMENDMENTS) and Article 1 (CONTRACT PERIOD) in the General Terms and Conditions of the Agreement, TCEQ and Williamson County (Grantee) agree to amend Contract Number 582-9-90416-04 to extend the Expiration Date of the Agreement to allow for continuing expenditure of funds previously appropriated as allowed under Article 4.5 (Period of Funds Availability) and to implement legislative changes to the program requirements.

1. In accordance with Section 1.2 of the General Terms and Conditions (Renewal and Extension Period), the Contract Signature Page is amended to reflect an Expiration Date of August 31, 2013.

2. All funds carried over by this Amendment shall be utilized in accordance with changes to the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program requirements made by actions of the 82<sup>nd</sup> Legislature as of the effective date of the applicable law enacting the changes. Statutory changes to the project shall override the 30 Texas Administrative Code Chapter 114 rules listed in the Agreement and the contract Scope of Work only to the extent that they conflict, pending TCEQ revision of the rules and amendment of the Scope of Work.

3. Grantee shall use its best efforts to expend funds carried over by this amendment before any new funding provided for continuation of the Program.

All other conditions and requirements of Contract Number 582-9-90416-04 remain unchanged and shall apply to all provisions specified herein.

TCEQ:

Grantee:

Texas Commission on Environmental Quality

Williamson County

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Donna F. Huff  
(Printed Name)

Honorable Dan A. Gatti s  
(Printed Name)

Mobile Source Section Manager  
(Title)

Williamson County Judge  
(Title)

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

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

**Commissioners Court - Regular Session****50.****Meeting Date:** 07/26/2011

Audit ESD Number 10 07-26-2011

**Submitted For:** Kathy Wierzowiecki**Submitted By:**Lisa Moore,  
County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Discuss and consider approving the Williamson County Auditor's Office to conduct and report on the financial status of ESD #10, and to charge the ESD approximately \$1,000 for costs incurred as required by the Health and Safety Code 775.082.

**Background**

---

**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Lisa Moore

**Reviewed By**  
Wendy Coco

Final Approval Date: 07/21/2011

**Date**  
07/21/2011 10:07 AM  
Started On: 07/15/2011 10:14 AM

**Commissioners Court - Regular Session****51.****Meeting Date:** 07/26/2011

Water Quality Ponds

**Submitted For:** Jonathan Harris**Submitted By:** Patrick Strittmatter,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider awarding bids received for Water Quality Ponds for RM 2338, bid# 11WC914, to the lowest and best bidder- Smith Contracting Co., Inc.

**Background**

---

**Attachments**Recommendation LetterBid TabulationPond Project Contract**Form Review****Inbox**  
County Judge Exec Asst.

Form Started By: Patrick Strittmatter

**Reviewed By**  
Wendy Coco

Final Approval Date: 07/22/2011

**Date**  
07/22/2011 02:06 PM  
Started On: 07/20/2011 01:40 PM



July 13, 2011

Mr. James Klotz, P.E.  
HNTB Corporation  
14 Galloping Road  
Round Rock, Texas 78681

RE: RM 2338 Water Quality Ponds  
Williamson County Project No. 11WC914  
S&B Job No. 20863

Dear Mr. Klotz:

On Tuesday, July 12, 2011, bids were received for this project. Five contractors submitted bids ranging from \$74,636.00 to \$112,951.76.

The low bidder is Smith Contracting Company, Inc. of Austin, Texas. All three references provided favorable responses to their work, and all required bid documents are in order. In addition, Smith Contracting has performed work for us in the past and their performance and finished product were excellent. Therefore, I recommend that the Court award the construction contract to Smith Contracting Company, Inc.

I have attached a copy of the bid tabulation for your review.

If you have any questions, please call me at 512-930-9412.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Perry C. Steger', is written over a horizontal line.

Perry C. Steger, P.E.

PCS/brl  
Enclosure

I:\PROJECTS 2006\20863 RM 2338 (Wm Co) (2007)\WO Ponds\Bidding Phase\WO Ponds Recommendation of Award.doc

ADDRESSES

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626

PHONE

512.930.9412

FAX

512.930.9416

WEB

STEBERBIZZELL.COM

MEMBERS

AASHTO, AWWA, NSPE, TRWA, TSPS

SERVICES

>> ENGINEERS

>> PLANNERS

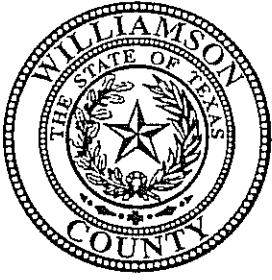
>> SURVEYORS



**RM 2338 WATER QUALITY PONDS: BID TABULATION**

Bid Opening: 7/12/2011 @ 2:00 p.m.

No.	Item Description	Quantity	Smith Contracting Co., Inc.		Joe Bland Construction, LP		Champion Site Prep, LP		Austin Engineering Co., Inc.		Rogers Construction Company, Ltd	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	REMOVING STAB BASE AND ASPH PAV (2")	320 SY	\$ 10.00	\$ 3,200.00	\$ 10.00	\$ 3,200.00	\$ 15.00	\$ 4,800.00	\$ 18.00	\$ 5,760.00	\$ 36.42	\$ 11,654.40
2	EXCAVATION (SPECIAL)	79 CY	\$ 50.00	\$ 3,950.00	\$ 16.00	\$ 1,264.00	\$ 100.00	\$ 7,900.00	\$ 150.00	\$ 11,850.00	\$ 127.30	\$ 10,056.70
3	EMBANKMENT (FINAL)(ORD COMP)(TY B)	30 CY	\$ 50.00	\$ 1,500.00	\$ 20.00	\$ 600.00	\$ 200.00	\$ 6,000.00	\$ 50.00	\$ 1,500.00	\$ 103.31	\$ 3,099.30
4	FURNISHING AND PLACING TOPSOIL (6")	300 SY	\$ 5.00	\$ 1,500.00	\$ 2.00	\$ 600.00	\$ 4.50	\$ 1,350.00	\$ 10.00	\$ 3,000.00	\$ 11.46	\$ 3,438.00
5	BLOCK SODDING	126 SY	\$ 8.00	\$ 1,008.00	\$ 4.25	\$ 535.50	\$ 23.00	\$ 2,898.00	\$ 7.00	\$ 882.00	\$ 23.91	\$ 3,012.66
6	BROADCAST SEED (PERM)(RURAL)(CLAY)	200 SY	\$ 2.00	\$ 400.00	\$ 0.25	\$ 50.00	\$ 10.00	\$ 2,000.00	\$ 3.00	\$ 600.00	\$ 2.56	\$ 512.00
7	FL BS (CMP IN PLC)(TY A GR 4(FNAL POS	7 CY	\$ 100.00	\$ 700.00	\$ 46.00	\$ 322.00	\$ 100.00	\$ 700.00	\$ 125.00	\$ 875.00	\$ 441.11	\$ 3,087.77
8	D-GR HMA(METH) TY-C SAC-B PG64-22	39 TON	\$ 250.00	\$ 9,750.00	\$ 150.00	\$ 5,850.00	\$ 202.00	\$ 7,878.00	\$ 350.00	\$ 13,650.00	\$ 167.55	\$ 6,534.45
9	SAND BACKFILL	30 CY	\$ 100.00	\$ 3,000.00	\$ 34.00	\$ 1,020.00	\$ 40.00	\$ 1,200.00	\$ 155.00	\$ 4,650.00	\$ 101.58	\$ 3,047.40
10	CL A CONC (MISC)	17 CY	\$ 450.00	\$ 7,650.00	\$ 1,700.00	\$ 28,900.00	\$ 850.00	\$ 14,450.00	\$ 710.00	\$ 12,070.00	\$ 1,822.89	\$ 30,989.13
11	RIPRAP (CONC) (5 IN)	10.2 CY	\$ 550.00	\$ 5,610.00	\$ 450.00	\$ 4,590.00	\$ 442.00	\$ 4,508.40	\$ 600.00	\$ 6,120.00	\$ 331.47	\$ 3,380.99
12	GABIONS (PVC)	7.3 CY	\$ 400.00	\$ 2,920.00	\$ 190.00	\$ 1,387.00	\$ 350.00	\$ 2,555.00	\$ 300.00	\$ 2,190.00	\$ 447.00	\$ 3,263.10
13	INLET (COMPL)(CURB)(5 FT)(SPECIAL)	1 EA	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,178.00	\$ 5,178.00	\$ 3,250.00	\$ 3,250.00	\$ 4,257.88	\$ 4,257.88
14	PVC PIPE (SDR-26)(12")	24 LF	\$ 90.00	\$ 2,160.00	\$ 55.00	\$ 1,320.00	\$ 40.00	\$ 960.00	\$ 80.00	\$ 1,920.00	\$ 138.94	\$ 3,334.56
15	MOBILIZATION	1 LS	\$ 4,000.00	\$ 4,000.00	\$ 7,800.00	\$ 7,800.00	\$ 13,300.00	\$ 13,300.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
16	EROSION CONTROL	1 LS	\$ 6,000.00	\$ 6,000.00	\$ 420.00	\$ 420.00	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00	\$ 2,357.50	\$ 2,357.50
17	CONC CURB & GUTTER (TY II)	62 LF	\$ 24.00	\$ 1,488.00	\$ 20.00	\$ 1,240.00	\$ 23.00	\$ 1,426.00	\$ 24.00	\$ 1,488.00	\$ 61.49	\$ 3,812.38
18	PIPE UNDERDRAINS (TY 9)(4")	146 LF	\$ 50.00	\$ 7,300.00	\$ 10.00	\$ 1,460.00	\$ 30.00	\$ 4,380.00	\$ 25.00	\$ 3,650.00	\$ 17.24	\$ 2,517.04
19	4" GATE VALVE AND BOX	2 EA	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,200.00	\$ 4,400.00	\$ 800.00	\$ 1,600.00	\$ 741.75	\$ 1,483.50
20	GRAVEL BEDDING	10 CY	\$ 50.00	\$ 500.00	\$ 30.00	\$ 300.00	\$ 40.00	\$ 400.00	\$ 155.00	\$ 1,550.00	\$ 203.55	\$ 2,035.50
21	POND LINER (CLAY OR GEOMEMBRANE)	250 SY	\$ 20.00	\$ 5,000.00	\$ 46.00	\$ 11,500.00	\$ 25.00	\$ 6,250.00	\$ 75.00	\$ 18,750.00	\$ 24.31	\$ 6,077.50
<b>TOTAL BID AMOUNT ADJUSTED FOR CORRECTNESS</b>			<b>\$74,636.00</b>		<b>\$78,258.50</b>		<b>\$93,733.40</b>		<b>\$105,355.00</b>		<b>\$112,951.76</b>	
<b>SUBMITTED BID AMOUNT</b>			\$74,636.00		\$78,258.50		\$93,733.40		\$105,355.00		\$112,951.76	
BID BOND			N/A		N/A		N/A		Y		Y	
CONFLICT OF INTEREST STATEMENT			Y		Y		Y		Y		Y	
REFERENCES (3 MIN)			Y		Y		Y		Y		Y	



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Smith Contracting Co., Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

Reconstruct two existing water quality ponds out of the new RM 2338 right-of-way and reconstruct an existing parking lot adjacent to one of the ponds.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Seventy Four Thousand Six Hundred Thirty Six Dollars (\$74,636.00) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

**Plan Sheets for the Construction of Water Quality Ponds and Parking Lot – Sheets 1-15, and the Specifications** listed directly below, explained in detail within this project's Invitation for Bids document:

### SPECIFICATIONS

ITEM 105	REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
ITEM 110	EXCAVATION
ITEM 132	EMBANKMENT
ITEM 160	FURNISHING AND PLACING TOPSOIL
ITEM 162	SODDING FOR EROSION CONTROL
ITEM 164	SEEDING FOR EROSION CONTROL
ITEM 168	VEGETATIVE WATERING
ITEM 247	FLEXIBLE BASE
ITEM 340	DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES
ITEM 420	CONCRETE STRUCTURES
ITEM 432	RIPRAP
ITEM 459	GABIONS AND GABION MATTRESSES
ITEM 465	MANHOLES AND INLETS
ITEM 481	PVC PIPE FOR DRAINS
ITEM 500	MOBILIZATION
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 556	PIPE UNDERDRAINS

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties

shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

#### **ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date: .....

WITHIN THIRTY-FIVE (35) CALENDAR DAYS FROM THE DATE OF CONTRACTOR RECEIVING NOTICE TO PROCEED.

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed within forty-five (45) calendar days of receiving the project's notice to proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred Dollars per day (\$200.00/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**ARTICLE 5 PAYMENT:** Contractor shall receive two lump sum payments of the Contract Price. The first one-half (1/2) of the total Contract Price shall be paid to Contractor when one-half (1/2) of all Work has been deemed Substantially Complete by the Owner; provided that Contractor is not in breach of this Agreement at that time. The remaining one-half (1/2) of the total Contract Price shall be paid to Contractor when Final Completion of all Work has been achieved as deemed by the Owner; provided that Contractor is not in breach of this Agreement at that time.

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.2** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.3** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.4** As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;

- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.5** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.6** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.8** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.9** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.10** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.11** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

---

**6.12** Contractor shall provide warranty services for the Work for a full eighteen months (thirty months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;

- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

## ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**10.4.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
------------------	---------------------

a. Worker's Compensation	Statutory
--------------------------	-----------

b. Employer's Liability	
Bodily Injury by Accident	\$250,000 Ea. Accident
Bodily Injury by Disease	\$250,000 Ea. Employee
Bodily Injury by Disease	\$250,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive		
General Liability	\$500,000	\$500,000
<i>(including premises, completed operations and contractual)</i>		

Aggregate policy limits: \$500,000

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits	No aggregate limit	

Builder's Risk Insurance  
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."

- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

#### 10.4.6 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, ~~for the Duration of the Work.~~

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

- (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
- (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.



g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement.** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.6** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.7** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

~~**8.1.8 The Contractor shall contractually require each person or entity with whom it contracts to**~~  
**provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.**

**8.2 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO**

INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO CONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## ARTICLE 9 BONDS

10.1 **Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

10.2 **Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

10.3 **Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 100% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## ARTICLE 10 TERMINATION

14.1 **Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be

deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**14.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

**11.2 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Work in which the Owner is a party.

**11.3 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.4 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

**11.5 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.6 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.7 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

**11.8 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.9 Compliance with Laws.** Contractor 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, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.10 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the

Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

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

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

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

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

**CONTRACTOR:**

Smith Contracting Co., Inc.

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

Printed Name: Mack Smith

Title: President

Date: 7/19/11

**Party Representatives**

Owner's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Contractor's Designated Representative:

Mack Smith - President  
15308 Finner St  
Austin, TX 78728

Phone (512) 990-7640

Fax (512) 990-7855

**Commissioners Court - Regular Session****52.****Meeting Date:** 07/26/2011

authorizing advertising and setting date for RFP Health Related Services - Voluntary Disability Program

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Agenda Item**

Consider authorizing advertising and setting date of August 23, 2011 at 2PM in the Purchasing Department to receive proposals for Health Related Services - Voluntary Disability Program for Williamson County Employment Benefits Administration

**Background**

---

**Attachments**RFP Package Voluntary Disability Program**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Kerstin Hancock	07/21/2011 11:49 AM
County Judge Exec Asst.	Wendy Coco	07/21/2011 11:59 AM
Form Started By: Kerstin Hancock		Started On: 07/21/2011 11:22 AM
	Final Approval Date: 07/21/2011	



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

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

## REQUEST FOR PROPOSAL

### HEALTH RELATED SERVICES FOR WILLIAMSON COUNTY EMPLOYMENT BENEFIT ADMINISTRATION PROPOSAL NUMBER: 12WCP2002

**PROPOSALS MUST BE RECEIVED ON OR BEFORE: TUESDAY, AUGUST 23, 2011–1:30 PM**  
**PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: TUESDAY, AUGUST 23, 2011– 2:00 PM**  
**PROPOSER MAY SUBMIT A PROPOSAL FOR ONE OR MORE OF THE FOLLOWING:**

#### Voluntary Disability Program

#### PROPOSAL SUBMISSION

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department on or before 1:30 PM on Tuesday, August 23, 2011. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

**METHODS:** Sealed proposals (CD's in sealed envelopes will be accepted) may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626*.

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

#### PROPOSAL REQUIREMENTS

**SUBMITTAL:** All proposals must be submitted as follows: Three (3) copies (CD's in sealed envelopes will be accepted for all copies) of each proposal AND one (1) original proposal set which MUST be submitted on CD including all required documentation. A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies must have the same attachments

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

number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

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

**FORMS:** All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline. All information required by the proposal form must be furnished or the proposal may be deemed non-responsive. Where there is an error in the extension of price, the unit price will govern.

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

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

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

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

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

## **AWARD**

**ONE HUNDRED TWENTY DAYS:** Awards should be made no later than one hundred twenty (120) days after the proposal opening date. Therefore all proposed rates or fees must be guaranteed for that period. Results may be obtained by contacting the Consultant.

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

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

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

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

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

**CONTRACT ADMINISTRATION:** Under this contract,  
HEALTH RELATED SERVICES PROPOSAL

Lisa R. Zirkle, SPHR/CCP, Associate Director of Human Resources, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

**CONTRACT PERIOD(S):** The Initial Contract Period is November 1, 2011 through October 31, 2012.

Possible extensions include:

November 1, 2012 through October 31, 2013  
November 1, 2013 through October 31, 2014

**POLICY EXTENSIONS:** At the end of the initial policy period, the Commissioners Court reserves the right to extend this policy, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate these policies at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this policy, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this policy is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **PROPOSAL CONTACTS**

### **PURCHASING CONTACT:**

Kerstin Hancock, Assisting Purchasing Agent  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[Khancock@wilco.org](mailto:Khancock@wilco.org)

### **CONSULTANT CONTACT (PRIMARY):**

Eric Smith  
Smith & Associates Consulting  
P O Box 92398  
Southlake, TX 76092  
(817) 310-3422  
[eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com)



be as stated in the various proposal packages.

#### TECHNICAL CONTACT (SECONDARY):

Lisa R. Zirkle, SPHR/CCP  
301 SE Inner Loop – Suite 108  
Georgetown, TX 78626  
(512) 943-1533 or  
(512) 943-1534  
Fax: (512) 943-1535  
[lzirkle@wilco.org](mailto:lzirkle@wilco.org)

### **MISCELLANEOUS**

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

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The County may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the fiscal year.

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

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

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

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

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this proposal shall

HEALTH RELATED SERVICES PROPOSAL

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

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

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

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

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

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.***

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

**DOCUMENTATION:** Proposer shall provide with this proposal response, all documentation required by this



proposal. Failure to provide this information may result in rejection of the proposal.

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

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

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

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

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page that is deemed proprietary must be identified and marked as such at time of submittal. Simply stating that the entire proposal is proprietary is not allowed. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to

what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **WORKER'S COMPENSATION**

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

## **PROPOSAL REQUIREMENTS**

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

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

Request for non-consideration of proposals must be made in writing to the Purchasing Officer and received by the County before the time set for unopened proposals. After other proposals are opened, the proposal for which non-consideration is requested may be returned unopened. The proposal may not be withdrawn after the proposals have been received, and the proposer, in submitting the same, warrants and guarantees that this proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the Proposer.

Proposals will be publicly recognized. Proposals will be tabulated for comparison based on the proposal prices and guaranties shown in the proposal. Proposals will be considered and evaluated based upon the factors identified in Section B, General Carrier/Administrator Requirements, Paragraphs 17 and 18. Until final award of the Contract, the County reserves the right to reject any or all proposals, to waive technicalities, to request new proposals, or proceed to do the work otherwise in the best interest of the County.

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

1. Proposals received after the time limit for receiving proposals as stated in the advertisement;
2. Proposals containing any irregularities, omissions, alterations of form, additions or conditions not called for, or unauthorized alternate proposals of any kind;
3. Unbalanced value of any items; and/or
4. Failure to comply with the enclosed specifications

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

1. Reason for believing collusion exists among the proposers;
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated;
3. The proposer being interested in any litigation against the County;
4. The proposer being in arrears on any existing contract or having defaulted on a previous contract;
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.;
6. Uncompleted work which, in the judgment of the County, will prevent or hinder the prompt completion of additional work if awarded; and/or
7. Failure to comply with the enclosed contract language.

The County is conducting enrollment through an on-line enrollment system. The selected carrier must be able to accept electronic eligibility files from an outside vendor.

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

Proposals will be received only at the following addresses:

Williamson County  
Purchasing Department  
Attn: Kerstin Hancock  
Williamson County Inner Loop Annex  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626

Responses for the voluntary disability program may be considered as proposals of professional services.

All proposals must be at the above address by **August 23, 2011, at 1:30 p.m. CDST.** There must be three copies (CD's in sealed envelopes will be accepted) of each proposal AND one (1) original proposal set which MUST be submitted on CD including all required information. All proposals received after the prescribed deadline, regardless of the mode of delivery, shall be returned unopened.

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

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

If you have any technical questions about the specifications, please put all questions in writing to the attention of Eric Smith and FAX to (817) 310-3439 or e-mail at [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).

**WILLIAMSON COUNTY PROPOSAL FORM**  
**HEALTH RELATED SERVICES**  
**FOR WILLIAMSON COUNTY**

**Long Term Disability Coverage**

**PROPOSAL NUMBER: 12WCP2002**

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

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

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

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

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

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

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

Date of PROPOSAL: \_\_\_\_\_

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

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

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

**ATTACHMENT A****WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT**

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

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**

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

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



## WILLIAMSON COUNTY INTENT TO PROPOSE FORM

(THE COMPLETION OF THIS FORM IS REQUESTED BUT NOT  
MANDATORY)

**Due on or Before August 23, 2011**

**Coverage or Services  
Being Quoted**

**Proposal Number:** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Representative Name** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

☐ Long Term Disability

**Address** \_\_\_\_\_

**Email Address** \_\_\_\_\_

### PROPOSAL AGREEMENT

A prospective proposer must affirmatively demonstrate Proposer's responsibility. A prospective proposer must have adequate financial resources, or the ability to obtain such resources as required, be able to comply with the required or proposed delivery schedule, have a satisfactory record of performance and be otherwise qualified and eligible to receive an award. Williamson County may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

Before submitting a Proposal, each Proposer shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Proposer shall provide with their proposal response, all documentation required by the proposal. Failure to provide this information may result in rejection of the proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

\_\_\_\_\_  
Company Officer Signature

\_\_\_\_\_  
Date

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

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

Vendor: \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

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

**RE: WILLIAMSON COUNTY**

We hereby acknowledge receipt of Request for Proposal for a Voluntary Disability Program and certify that our proposal conforms to the RFP except as detailed below:

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**FELONY CONVICTION NOTICE**

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

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

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

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

VENDOR’S NAME:\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

**Recommended  
Time Table for  
  
WILLIAMSON COUNTY  
PROPOSAL SPECIFICATIONS**

<b>Advertise</b>	<b>July 31, August 7 &amp; August 14, August 21, 2011</b>
<b>Mail Specifications</b>	<b>July 27, 2011</b>
<b>Deadline for Proposals</b>	<b>August 23, 2011 1:30 pm CDST</b>
<b>Proposal Analysis</b>	<b>August 23, 2011</b>
<b>Vendor Approval</b>	<b>August 30, 2011</b>
<b>Enrollment</b>	<b>September/October, 2011</b>
<b>Effective Date</b>	<b>November 1, 2011</b>

## TABLE OF CONTENTS

<b>Section A</b>	<b>Background Information</b>
<b>Section B</b>	<b>General Carrier/ Administrator</b>
<b>Requirements</b>	
<b>Section C</b>	<b>Voluntary Disability Program</b>
<b>Section D</b>	<b>Plan Designs &amp; Claims Experience</b>

## **SECTION A**

# **BACKGROUND INFORMATION**

## **SECTION A: BACKGROUND INFORMATION**

Williamson County has a self-insured Medical benefit program administered by United Healthcare. The County offers three (3) Medical plans. These plans differ by deductible and co-insurance amounts. As of June 2011, there were 445 active employees and 32 retirees enrolled in the Core PPO Plan, 704 active employees and 20 retirees enrolled in the Deductible PPO Plan, and 147 employees and 10 retirees enrolled in the EPO Plan.

The County offers a fully-insured Dental PDO program administered through Ameritas Life Insurance. The County currently offers a Voluntary Vision Plan also administered through Ameritas Life Insurance. Cigna Healthcare is the carrier for the Long Term Disability. United Healthcare is currently administering the Section 125 Cafeteria Plan.

The County currently provides and pays the entire cost for Basic Life Insurance & AD&D in the amount of \$10,000 for all active employees, \$5,000 for dependent spouses, and \$2,000 for dependent children. Voluntary Life is available to employees in \$10,000 increments up to 6 x's salary, not to exceed \$300,000 with a guarantee issue amount of \$100,000. Cigna is the carrier for the Basic and Voluntary Life.

The bulk of this RFP is for the following type of administrative services:

- . Voluntary Disability Program

Proposers may submit proposals for all or selected services.

The County does not have the staff to increase their job functions being performed currently. Therefore, any administrator must be willing to meet all the stated current services as a minimum and clearly outlined in his or her proposal any deviations from those stated in the administrative services section of this RFP.

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

Any prospective proposer will be responsible for having qualified personnel and computerized systems capable of handling a case of this size and the flexible plan of benefits. The proposer must provide references and proof of the provider's ability to serve satisfactory to the County. This contract will not be based upon cost alone but will place equal importance on ability to pay claims timely and accurately, and on the ability of the provider to serve satisfactorily to the County.

It is not the intent of the County that commissions are built into the proposals. Commissions, fees or other reimbursement arrangements are prohibited. Each proposer must sign the Non-Collusion Affidavit enclosed or their proposal will not be considered.

**If you have any technical questions about the specifications, please put all questions in writing to the attention of Eric Smith and FAX to (817) 310-3439 or e-mail at [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).**

**SECTION B**

**GENERAL CARRIER/  
ADMINISTRATOR REQUIREMENTS**

## **SECTION B: GENERAL CARRIER REQUIREMENTS**

### **1. Transitional Process**

The selected carrier shall be responsible for all claims incurred on/or after November 1, 2011. It is imperative that any exclusions, limitations or any other deviation be clearly outlined and discussed. A proposer is expected to explain, in detail, any limitations.

### **2. Commission**

It is not the intent of the County that commissions are built into the proposals. Commissions, fees or other reimbursement arrangements are prohibited. Each proposer must sign the Non-Collusion Affidavit enclosed or their proposal will not be considered.

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

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

### **4. Effective Date**

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

### **5. Plan Design**

Please provide your proposal based on the current plan design. The County is also requesting a lower cost option to be able to offer to the employee's. **The intent is to have a Low and High Option. One alternative being considered is a Low Plan with 5 year benefit duration but please feel free to offer any low option that you feel is appropriate. The High plan needs to match the current plan in place.**

### **6. Quoted Rates**

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your response to the proposal and denote any additional guarantees your company may wish to extend to the County. **It is the County's desire to have a three-year rate guarantee with the new carrier with the option to renew for up to two (2) additional one year periods provided renewal rates are acceptable and can be given within your proposal. Multiple year, rate guaranteed, contracts will receive preference.** The proposal must clearly state:



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

**7. Renewal Rates**

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

**8. Ownership of Records**

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

**9. Financial Stability of Insurance Company**

<u>Rating Firm</u>	<u>Rating</u>	<u>Date of Rating</u>
A.M. Best Co.	_____	_____
Duff & Phelps Credit Rating Co.	_____	_____
Moody's Investors Service, Inc.	_____	_____
Standard & Poors Corp.	_____	_____

Is the Insurance Company licensed to do business in the State of Texas?

Yes \_\_\_\_ No \_\_\_\_

**10. Master Contract**

The master contract and/or summary plan descriptions shall be provided to the County no later than 60 days before effective date. Please confirm your ability to provide this service and meet the deadline in your bid response.

**11. Plan Changes and Amendments**

If changes in the plan of benefits or servicing requirements are needed, such changes will be made in writing and deemed as an amendment to the contract.

**12. Carrier Selection**

The selection of the carrier will be made on or before September 1, 2011.

**14. Data Caveat**

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

**15. Biography**

Please provide a brief biography or relevant experience on key personnel in management, claims, eligibility and data processing.

**16. Client Information**

The Carrier data needed:

- . 3 termed clients within last 5 years
- . 2 new clients within last year
- . 5 existing Public Entity clients with that Carrier for 3 or more years

**17. Awards**

The award to the successful proposer will be based upon responses to questions outlined in these specifications and an estimate of the quality and effectiveness of each proposer's services in the following areas:

1. Experience in servicing governmental entities;
2. Claims adjudication service(s) offered;
3. Quality of risk management information services and report capabilities;
4. Internal and external claims audit reports; and
5. Written and oral presentations and representations.

In addition, the County may also consider:

1. The purchase price;
2. The vendor's submission in response to this RFP, including but not limited to, the attached questionnaires, quotations, and exhibits;
3. The reputation of the vendor and the vendor's goods or services;
4. The quality of the vendor's goods or services;
5. The extent to which the goods or services meet the County's needs;
6. The vendor's past relationship with the County;
7. The impact on the ability of the County to comply with laws and rules relating to historically underutilized businesses;
8. The total long-term cost to the County to acquire the vendor's

- goods or services; and
- 9. Any other relevant factor that a private business entity would consider in selecting a vendor.

**18. Graded Evaluation Factor**

The following graded evaluation factors will be used to determine how well a proposer(s) meet(s) the desired performance:

<b><u>Factors</u></b>	<b><u>Points</u></b>
Price	30
Quality of Product	20
Proposal Responsibilities	20
Past Relationships with governmental entities	15
Location and Market Access	15

## **SECTION C**

# **VOLUNTARY DISABILITY PROGRAM**

## **SECTION C: VOLUNTARY DISABILITY PROGRAM**

The County has a voluntary disability program administered by Cigna. The County does not contribute to this optional payroll deducted plan. For a copy of the current benefit design outlines, please email your request to [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com). The selected carrier shall be responsible for all claims incurred on/or after November 1, 2011. For a current copy of the Census, please email your request to [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).

### **Items to Include In Proposals**

1. Exact specimen copy of your proposed service contract, including all limiting exclusions, amendments and extensions.
2. Rate sheet structured by various options.
3. Political subdivision references and/or a list of representative clients.
4. The County requests to self-bill.
5. Specify how and at what cost your firm would handle the enrollment, and in the event of a discontinuance of your services, what actions would be necessary.
6. Specify how employees currently on disability will be accepted.
7. Specify how currently enrolled employees will be treated.

Note:

- The County requests that the elimination period begin on the first day of disability. Should an employee attempt to return to work during this period and cannot continue the County prefers the elimination period be measured from the first day of disability provided the employee's return does not exceed seven days; and only the days the employee is totally disabled and not at work be used to satisfy the elimination period requirement.
- The County would rather offer a standard program for all employees. If you cannot match the recommended plan, or if you have other suggested options, please provide.
- **The County is going to offer both a High Plan and a Low plan to the employee's. Please include two options with the High Plan matching the current Plan being offered. The County is requiring you submit your pricing offers for both plans as a semi-monthly rate. The County and the Consultant will not be held responsible if you do not submit your rates in this manner and our calculations from a monthly rate to a semi-monthly**

rate do not match your expected reimbursement.

**VOLUNTARY DISABILITY PLAN**  
**RATE QUOTATION**

	High Plan	Low Plan	Additional Options	Additional Options
Benefit Percentage				
Maximum Benefit				
Elimination Period				
Prim. & Family Integration				
Benefit Duration				
Pre-Existing				
Mental Nervous				
Own Occupation				
Participation Requirement				
<b>RATES: SEMI-MONTHLY</b>				
< 24				
25-29				
30-34				
35-39				
40-44				
45-49				
50-54				
55-59				
60-64				
65-69				
<b>Rate Guarantee</b>				
<b>Notes</b>				

**NOTE: It is required to provide rates on a semi-monthly basis.**

**SECTION D**

**PLAN DESIGN**

**CLAIMS EXPERIENCE**

***FOR AN ELECTRONIC COPY OF THE CENSUS, PLEASE EMAIL YOUR REQUEST TO [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).***

# **CIGNA LONG TERM DISABILITY PLAN DESIGN**



**WILLIAMSON COUNTY  
CIGNA  
LONG TERM DISABILITY SCHEDULE OF BENEFITS**

**Schedule of Insurance:**

LTD Benefit:	60%
Maximum	\$6,000
Minimum	\$100
Benefit Waiting Period	90 days
Maximum Benefit Period	Determined by your age when Disability begins, as follows:

<b><u>Age at start of disability</u></b>	<b><u>Maximum Benefit Period</u></b>
62 or younger	the employee's 65 <sup>th</sup> birthday or the 42 <sup>nd</sup> monthly disability benefit.
63	the 36 <sup>th</sup> monthly disability benefit
64	the 30 <sup>th</sup> monthly disability benefit
65	the 24 <sup>th</sup> monthly disability benefit
66	the 21 <sup>st</sup> monthly disability benefit
67	the 18 <sup>th</sup> monthly disability benefit
68	the 15 <sup>th</sup> monthly disability benefit
69 or older	the 12 <sup>th</sup> monthly disability benefit

**Disability Provisions**

Own Occupation Earnings Test: 80%  
Any Occupation Earnings Test: 60%

**Partial Disability:** Covered

Own Occupation  
Income Level: 80% of your indexed Pre-disability Earnings.  
Any Occupation  
Income Level 60% of your indexed Pre-disability Earnings.

**Preexisting Condition Exclusion:** Yes

Preexisting Condition Period The 90 day period just before your insurance becomes effective.

Exclusion Period 12 Months

**Note:** For additional information on the LTD Benefit Plan please email your request to [eric.smith@smith-assocites.com](mailto:eric.smith@smith-assocites.com).

**Long Term Disability Claim Experience  
11/2007 – 05/2011**

<b>Date</b>	<b>Premium</b>	<b>\$ Claims Paid</b>	<b>Expenses</b>
<b>11/2007 – 10/2008</b>	<b>\$59,591</b>	<b>\$41,902</b>	<b>\$22,800</b>
<b>11/2008 – 10/2009</b>	<b>\$71,256</b>	<b>\$38,745</b>	<b>\$25,772</b>
<b>11/2009 – 10/2010</b>	<b>\$66,503</b>	<b>\$84,925</b>	<b>\$28,332</b>
<b>11/2010 – 06/24/2011</b>	<b>\$42,486</b>	<b>\$14,177</b>	<b>unavailable</b>

## Commissioners Court - Regular Session

54.

**Meeting Date:** 07/26/2011

Executive Session

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

---

### 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 Chandler IIIA.
- 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 FM 1460.
- p) Discuss proposed acquisition of drainage easements along CR 138.

### Background

---

#### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	07/21/2011 10:08 AM
Form Started By: Charlie Crossfield		Started On: 07/21/2011 09:44 AM
	Final Approval Date: 07/21/2011	

## **Commissioners Court - Regular Session**

**Meeting Date:** 07/26/2011

**Submitted By:** Peggy Vasquez, County Judge

**Department:** County Judge

**Agenda Category:** Executive Session

---

### **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**

---

### **Form Review**

Form Started By: Peggy Vasquez

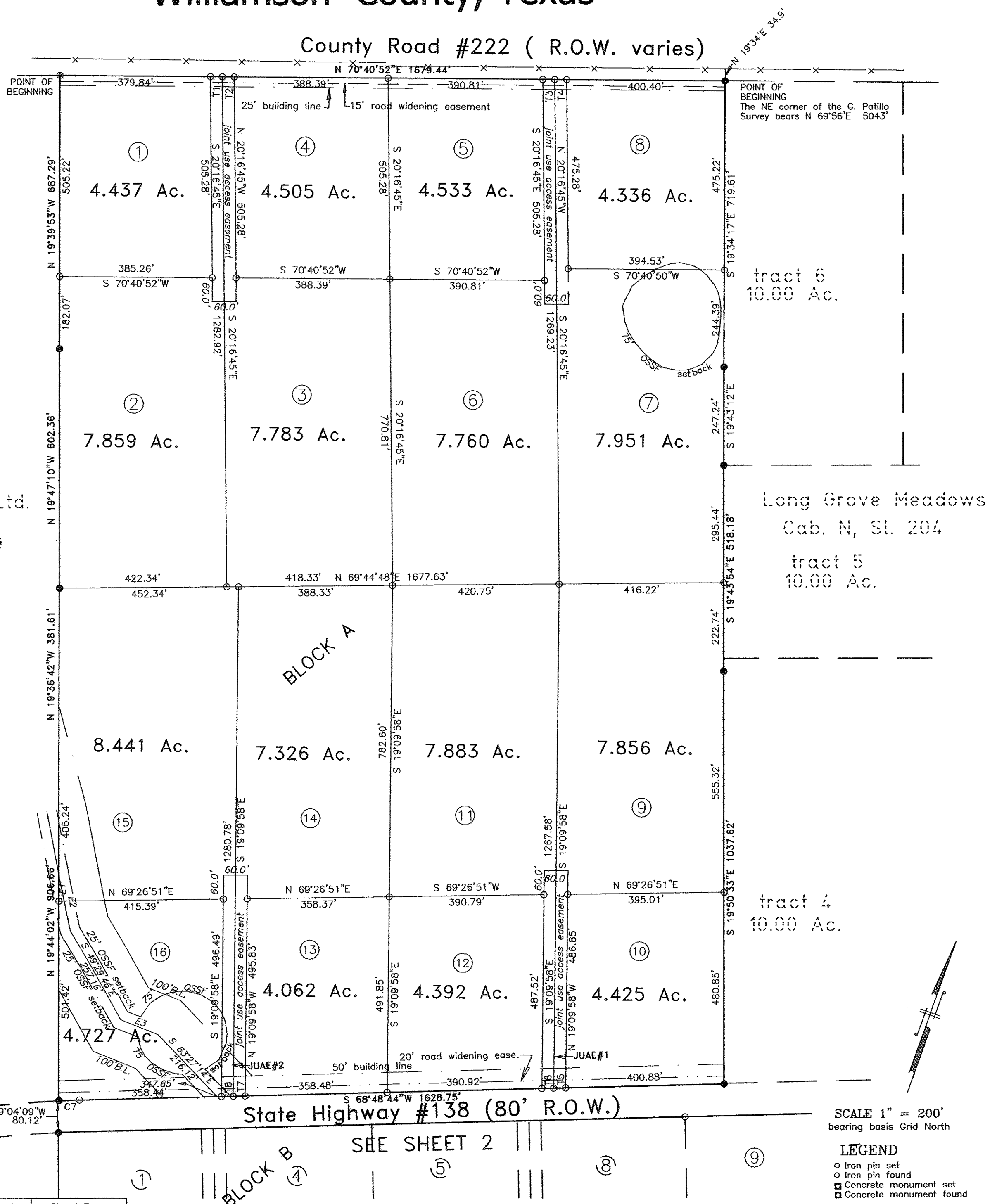
Started On: 07/21/2011 05:01 PM

Final Approval Date: 07/21/2011

# THE RANCH AT FLORENCE

## Williamson County, Texas

County Road #222 ( R.O.W. varies)



### Waterway courses

Course	Bearing	Distance
E1	N 19°44'02" W	64.92'
E2	S 31°14'10" E	141.85'
E3	S 88°10'06" E	101.44'

Course	Bearing	Distance
T1	N 70°40'52" E	30.00'
T2	N 70°40'52" E	30.00'
T3	N 70°40'52" E	30.00'
T4	N 70°40'52" E	30.00'
T5	S 68°48'44" W	30.02'
T6	S 68°48'44" W	30.02'
T7	S 68°48'44" W	30.02'
T8	S 68°48'44" W	30.02'

Curve	Radius	Length	Delta	Chord	Chord Bear.
C7	2904.79'	52.14'	1°01'43"	52.14'	S 68°17'53" W

STATE OF TEXAS  
COUNTY OF TRAVIS

I, Claude F. Hinkle, Jr. a REGISTERED PROFESSIONAL LAND SURVEYOR, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat complies with the surveying related portions of the subdivision regulations of Williamson County, Texas and is true and correct to the best of my knowledge. All monuments were properly placed in accordance with an actual on-the-ground survey of the property made under my direction and supervision.

AUSTIN SURVEYORS  
P.O. BOX 180243  
AUSTIN, TEXAS 78718



Claude F. Hinkle, Jr. Date  
Registered Professional Land Surveyor No. 4629

JUL 14 2011

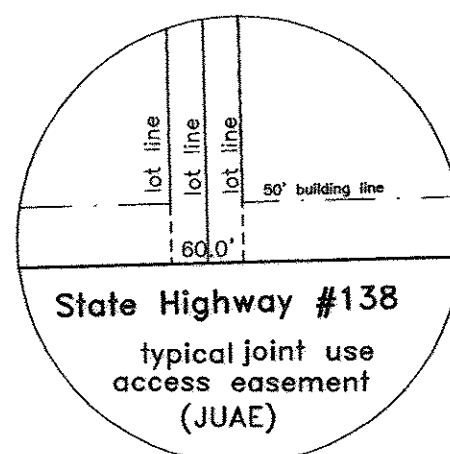
### NOTES:

There is a 10 foot wide public utility easement along all perimeter lines and public rights-of-way. There is a 10 foot wide public utility easement along both sides of the side and back lot lines

No portion of this subdivision lies within the 100-year flood plain as set out on map number 48491C0075E dated 26 September 2008. This tract is not located in the Edwards Aquifer Recharge Zone.

Sewer service for all tracts will be provided by OSSF. Water service for this subdivision will be provided by Chisholm Trail S.U.D.

In Block A Lots 9, 10, 11, and 12 will access State Highway #138 using JUAЕ #1  
In Block A lots 13, 14, 15, and 16 will access State Highway #138 using JUAЕ #2.



## The Ranch at Florence

OWNER: Hines Land and Cattle Company, Ltd.  
700 Austin Hines Drive  
China Spring, Texas 78633  
Phone: (254) 836-4000 (bus)  
(254) 836-4175 (fax)

ACREAGE: 208.834  
SURVEY: George Patillo Survey, A-505  
NUMBER OF BLOCKS: 2  
NUMBER OF LOTS: 36  
LINEAR FEET OF NEW STREETS: 0

SURVEYOR: Austin Surveyors, Inc.  
2105 Justin Lane  
Suite 103  
Austin, Texas 78757  
Phone: (512) 454-6605

Sheet 1 of 3

File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" = 200'	Revised: 08 Jul 11 comments

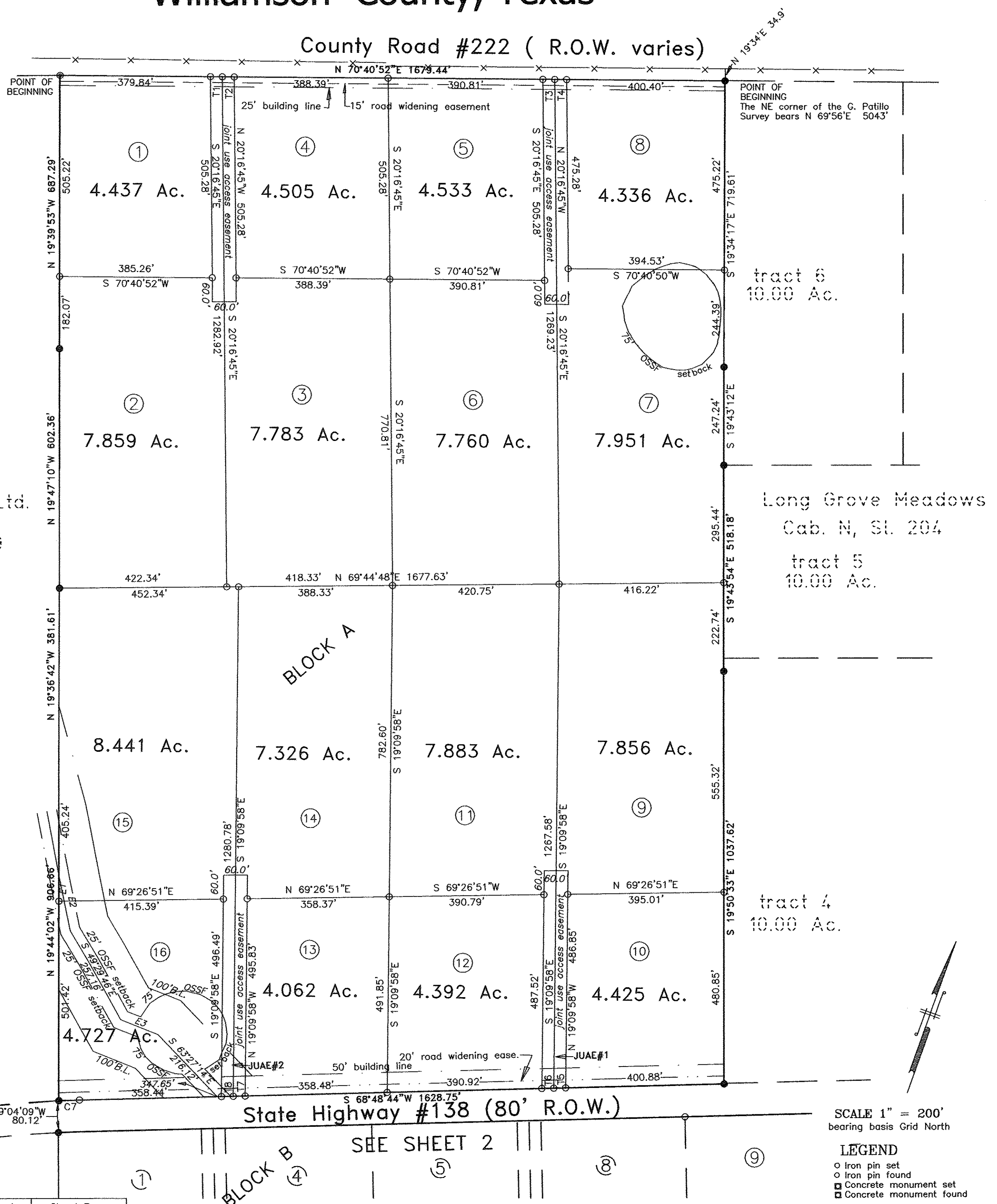


AUSTIN SURVEYORS  
2105 Justin Lane #103  
Austin, Texas 78757  
512-454-6605

# THE RANCH AT FLORENCE

## Williamson County, Texas

County Road #222 ( R.O.W. varies)



### The Ranch at Florence

OWNER: Hines Land and Cattle Company, Ltd.  
700 Austin Hines Drive  
China Spring, Texas 78633  
Phone: (254) 836-4000 (bus)  
(254) 836-4175 (fax)

ACREAGE: 208.834  
SURVEY: George Patillo Survey, A-505  
NUMBER OF BLOCKS: 2  
NUMBER OF LOTS: 36  
LINEAR FEET OF NEW STREETS: 0

SURVEYOR: Austin Surveyors, Inc.  
2105 Justin Lane  
Suite 103  
Austin, Texas 78757  
Phone: (512) 454-6605

Sheet 1 of 3

STATE OF TEXAS  
COUNTY OF TRAVIS

I, Claude F. Hinkle, Jr. a REGISTERED PROFESSIONAL LAND SURVEYOR, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat complies with the surveying related portions of the subdivision regulations of Williamson County, Texas and is true and correct to the best of my knowledge. All monuments were properly placed in accordance with an actual on-the-ground survey of the property made under my direction and supervision.

AUSTIN SURVEYORS  
P.O. BOX 180243  
AUSTIN, TEXAS 78718



Claude F. Hinkle, Jr. Date  
Registered Professional Land Surveyor No. 4629

JUL 14 2011

#### NOTES:

There is a 10 foot wide public utility easement along all perimeter lines and public rights-of-way. There is a 10 foot wide public utility easement along both sides of the side and back lot lines

No portion of this subdivision lies within the 100-year flood plain as set out on map number 48491C0075E dated 26 September 2008. This tract is not located in the Edwards Aquifer Recharge Zone.

Sewer service for all tracts will be provided by OSSF.  
Water service for this subdivision will be provided by Chisholm Trail S.U.D.

File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" = 200'	Revised: 08 Jul 11 comments

**AUSTIN SURVEYORS**  
2105 Justin Lane #103  
Austin, Texas 78757  
512-454-6605



# The Ranch at Florence Williamson County, Texas

SCALE 1" = 200'

Long Grove Meadows

Cap. N, Sl. 204

SEE SHEET 1

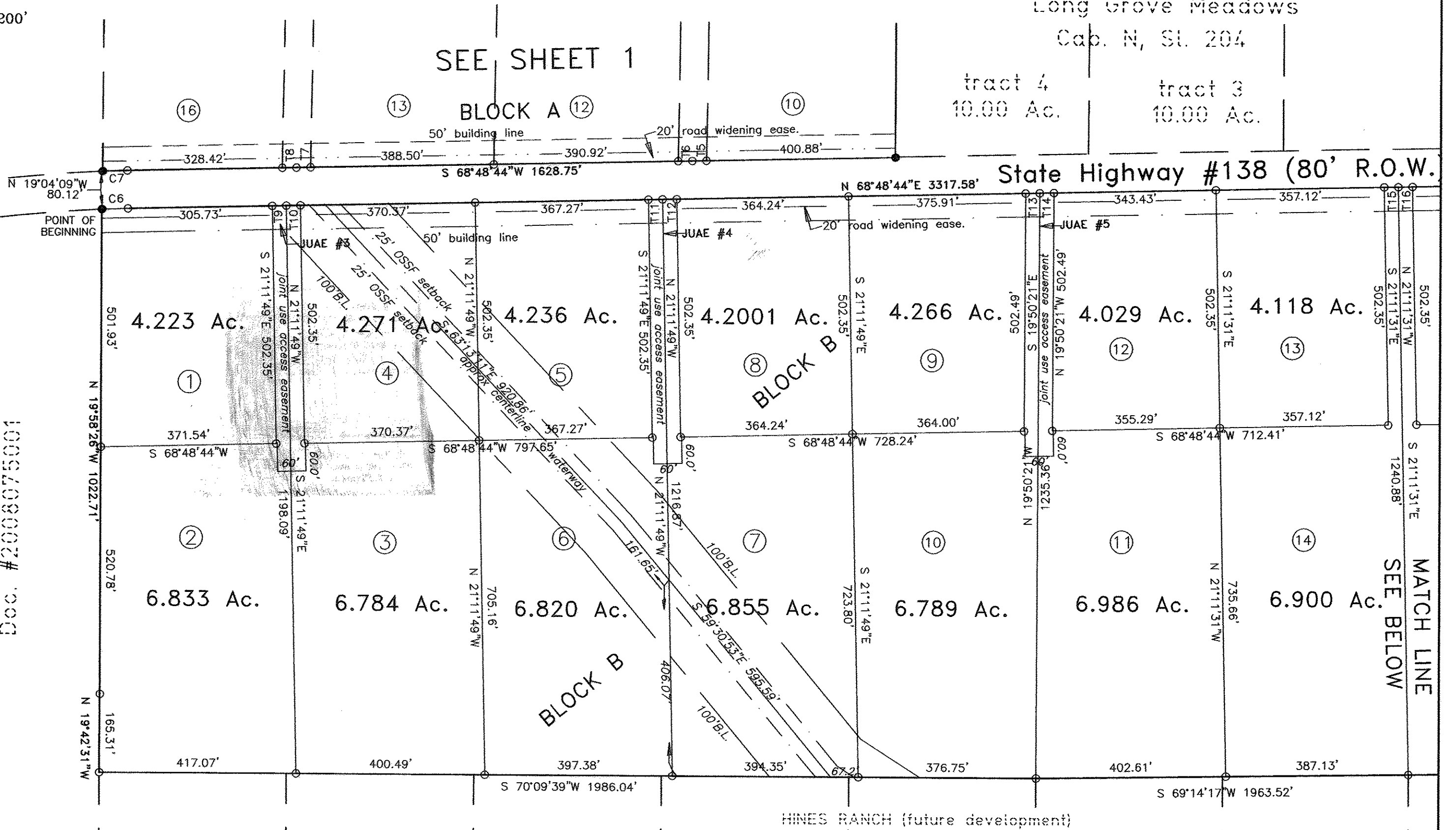
BLOCK A (12)

tract 4  
10.00 Ac.

tract 3  
10.00 Ac.

State Highway #138 (80' R.O.W.)

Nancy P. Hard  
51.669 Ac.  
Doc. #2008075001



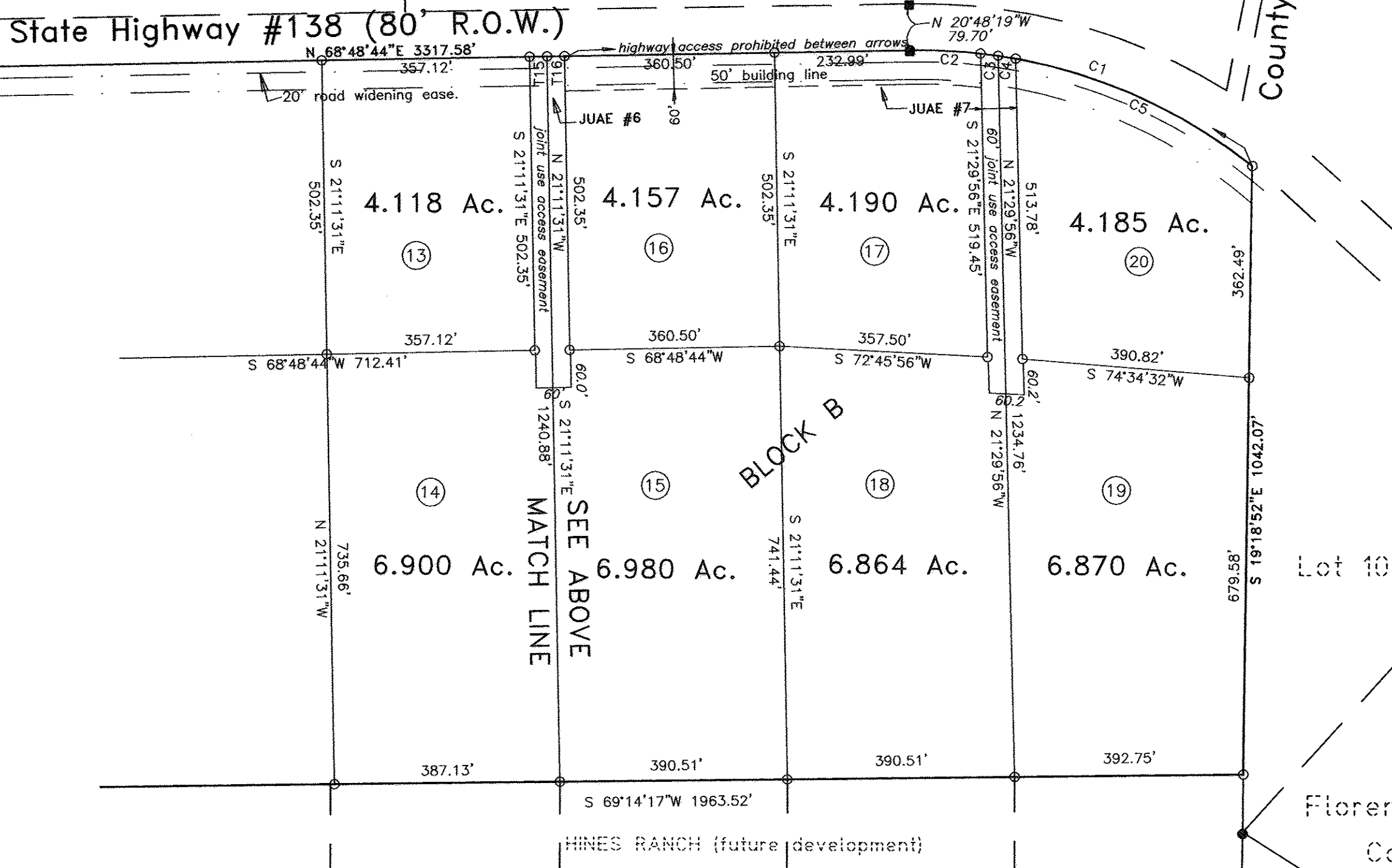
State Highway #138 (80' R.O.W.)

County Road #222

SCALE 1" = 200'

LEGEND

- Iron pin set
- Iron pin found
- Concrete monument set
- Concrete monument found



Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	914.93'	632.89'	39°38'02"	620.35'	N 88°24'45" E
C2	914.93'	121.20'	7°35'23"	121.11'	N 72°23'25" E
C3	914.93'	30.35'	1°54'01"	30.34'	N 77°08'07" E
C4	914.93'	30.52'	1°54'40"	30.51'	N 79°02'27" E
C5	914.93'	450.84'	28°13'56"	446.29'	S 85°53'14" E
C6	2824.79'	55.10'	1°07'04"	55.10'	N 68°15'17" E
C7	2904.79'	52.14'	1°01'43"	52.14'	S 68°17'53" W

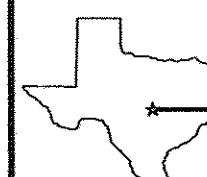
In Block B lots 1, 2, 3, and 4 will access State Highway #138 using JUAЕ #3  
In Block B, lots 5, 6, 7, and 8 will access State Highway #138 using JUAЕ #4  
In Block B, lots 9, 10, 11, and 12 will access State Highway #138 using JUAЕ #5  
In Block B, lots 13, 14, 15, and 16 will access State Highway #138 using JUAЕ #6  
In Block B, lots 17, 18, 19, and 20 will access State Highway #138 using JUAЕ #6 and #7

© Austin Surveyors 2011

Florence Oaks Estates  
Cap. B, Sl. 277

SHEET 2 OF 3

File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" = 200'	Revised: 08 Jul 11 comments



**AUSTIN SURVEYORS**  
2105 Justin Lane #103  
Austin, Texas 78757  
512-454-6605

# The Ranch at Florence Williamson County, Texas

SCALE 1" = 200'

Long Grove Meadows

Cap. N, Sl. 204

SEE SHEET 1

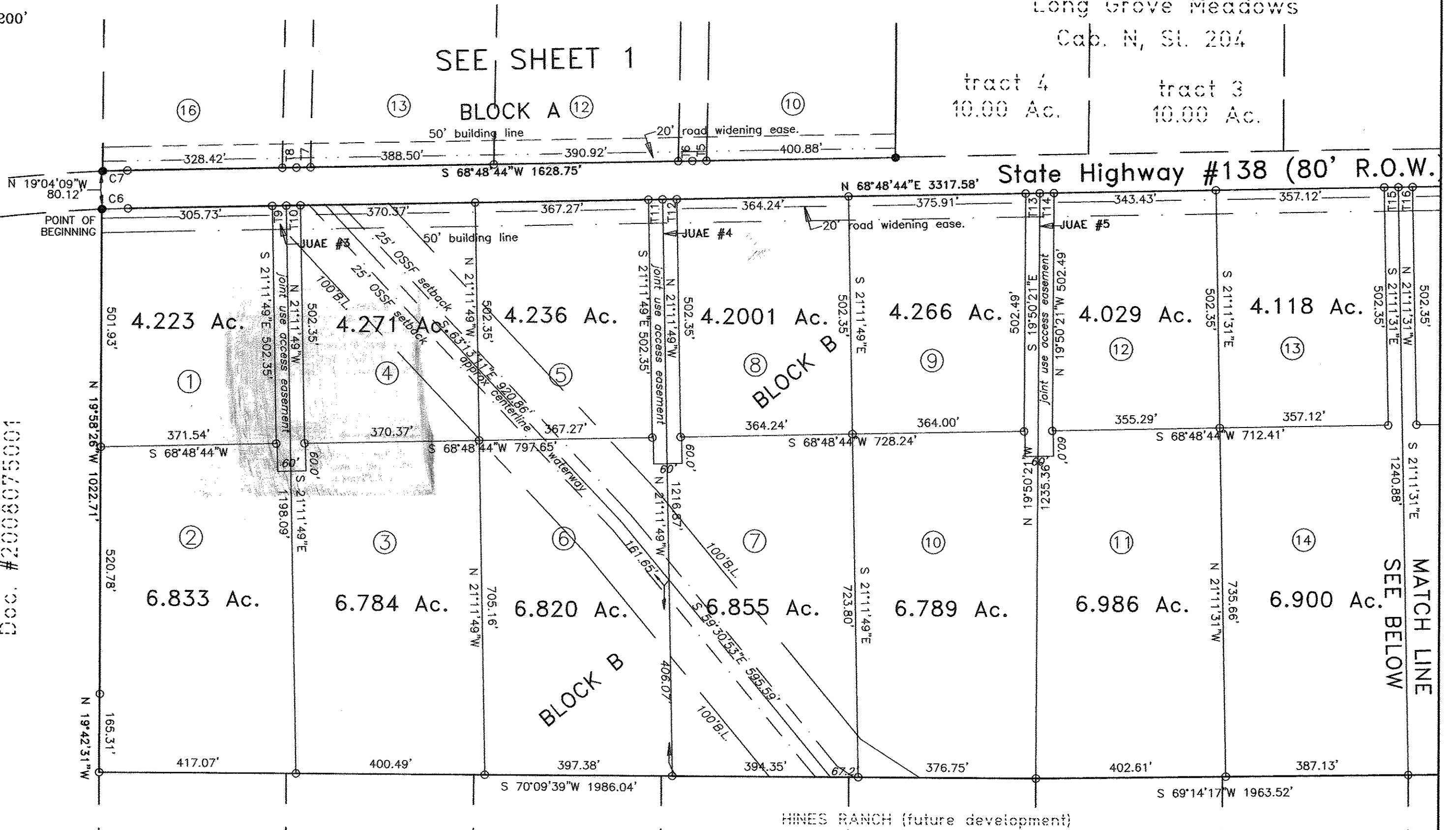
BLOCK A (12)

tract 4  
10.00 Ac.

tract 3  
10.00 Ac.

State Highway #138 (80' R.O.W.)

Nancy P. Hard  
51.669 Ac.  
Doc. #2008075001



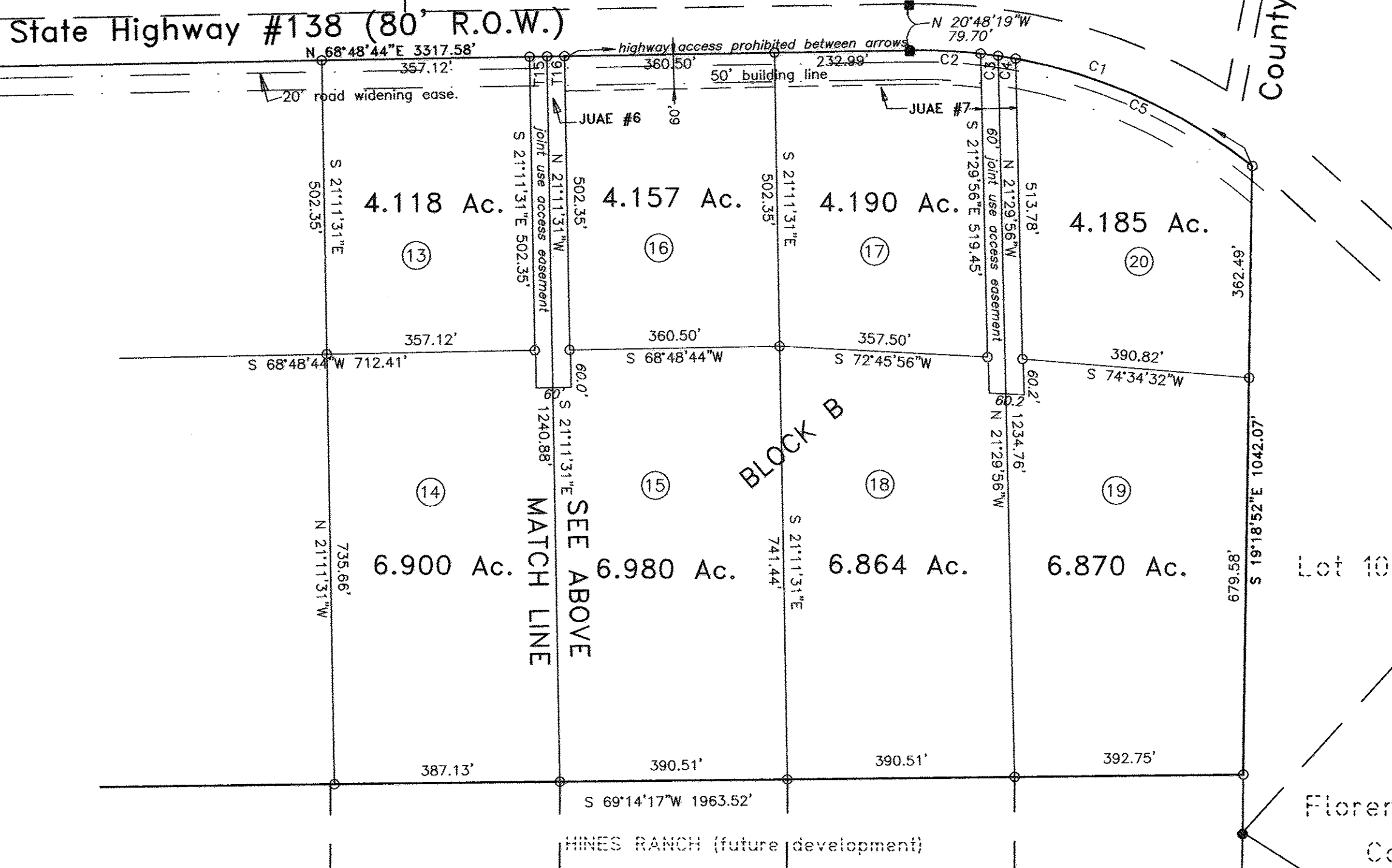
State Highway #138 (80' R.O.W.)

County Road #222

SCALE 1" = 200'

LEGEND

- Iron pin set
- Iron pin found
- Concrete monument set
- Concrete monument found



Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	914.93'	632.89'	39°38'02"	620.35'	N 88°24'45" E
C2	914.93'	121.20'	7°35'23"	121.11'	N 72°23'25" E
C3	914.93'	30.35'	1°54'01"	30.34'	N 77°08'07" E
C4	914.93'	30.52'	1°54'40"	30.51'	N 79°02'27" E
C5	914.93'	450.84'	28°13'56"	446.29'	S 85°53'14" E
C6	2824.79'	55.10'	1°07'04"	55.10'	N 68°15'17" E
C7	2904.79'	52.14'	1°01'43"	52.14'	S 68°17'53" W

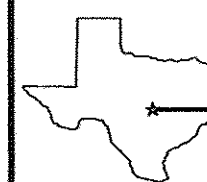
In Block B lots 1, 2, 3, and 4 will access State Highway #138 using JUAЕ #3  
In Block B, lots 5, 6, 7, and 8 will access State Highway #138 using JUAЕ #4  
In Block B, lots 9, 10, 11, and 12 will access State Highway #138 using JUAЕ #5  
In Block B, lots 13, 14, 15, and 16 will access State Highway #138 using JUAЕ #6  
In Block B, lots 17, 18, 19, and 20 will access State Highway #138 using JUAЕ #6 and #7

© Austin Surveyors 2011

Florence Oaks Estates  
Cap. B, Sl. 277

SHEET 2 OF 3

File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" = 200'	Revised: 08 Jul 11 comments



**AUSTIN SURVEYORS**  
2105 Justin Lane #103  
Austin, Texas 78757  
512-454-6605



# The Ranch at Florence Williamson County, Texas

§THE STATE OF TEXAS§  
§THE COUNTY OF MCLENNAN§

KNOW ALL MEN BY THESE PRESENTS:

THAT Hines Land and Cattle Company, Ltd., acting herein by and through its Partner Kash Hines, owner of 98.281 acres of land in the George Patillo Survey, A-505, situated in Williamson County, Texas, as conveyed by deed recorded as Document No. 2010057047 of the Official Public Records of Williamson County, Texas, do hereby subdivide the said 98.281 acres in accordance with the attached map or plat, to be known as

## THE RANCH AT FLORENCE

and do hereby dedicate to the public the use of all easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. It is the responsibility of the owner to assure compliance with the provisions of all applicable state, federal, and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, state Aquifer Regulations, and Municipal Watershed ordinances.

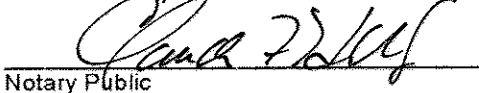
WITNESS MY HAND this the 14 day of July, 2011 A.D.

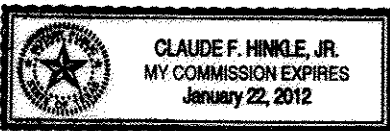
  
Kash Hines, Partner  
Hines Land and Cattle Company, Ltd.

THE STATE OF TEXAS

This instrument was acknowledged before me on the 14 day of July, 2011 by A.W. Hines

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of July, 2011 A.D.

  
Notary Public



## FIELD NOTES FOR 98.281 ACRES

All that certain tract or parcel of land situated in the George Patillo Survey, A-505 in Williamson County, Texas and being all of that 98.281 acre tract, designated as Tract 1, in a deed to Hines Land and Cattle Company, Ltd. in Document No. 2010057047 of the Official Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found on the Southeast line of County Road #222 in the occupied Northeast line of the above mentioned 98.281 acre tract for the North corner of Tract 6 of Long Grove Meadows, a subdivision recorded in Cabinet N, Slide 204 of the Plat Records of Williamson County, Texas and the North corner of this tract

THENCE S 19°34'17"E with the Southwest line of the above mentioned Tract 6, 719.61 feet to an iron pin found in an angle point of the Southwest line of Tract 6 for an angle point of this tract.

THENCE S 19°43'12"E with the Southwest line of the said Tract 6 247.24 feet to an iron pin found in the South corner of the above mentioned Tract 6 and the West corner of Tract 5 for an angle point of this tract.

THENCE S 19°43'54"E with the Northeast line of the said 98.281 acre tract, 518.18 feet to an iron pin found in the South corner of the above mentioned Tract 5 and the West corner of Tract 4 for an angle point of this tract.

THENCE S 19°50'33"E at 1036.18 feet pass the South corner of the above mentioned Tract 4 and continue total of 1037.62 feet to an iron pin set on the Northwest line of State Highway #138 for the East corner of the said 98.281 acre tract and the East corner of this tract.

THENCE S 68°48'44"W with the Northwest line of State Highway #138 1628.75 feet to a iron pin set in the PC of a curve to the left said curve having a radius of 2904.79 and a central angle of 01°01'43".

THENCE with the arc of the said curve 52.14 feet, the sub-chord of which bears S 68°17'53"W 52.14 feet to a iron pin set on the Northwest line of State Highway #138 for the South corner of the said 98.281 acre tract and the South corner of this tract, from which iron pin a 3/8" iron pin bears S 20°22'10" E 1.88 feet.

THENCE N 19°44'02"W at 0.29 feet pass a capped iron pin found for the East corner of a 101.03 acre tract conveyed to SH138 Georgetown, Ltd. in Document No. 2007004379 of the said Official Records and continue with the Southwest line of the said 98.281 acre tract for a total of 906.68 feet to a capped iron pin found in an angle point of the above mentioned 101.03 acre tract for an angle point of this tract.

THENCE N 19°36'42"W with the Southwest line of the said 98.281 acre tract, 381.61 feet to an iron pin found in an angle point of the said 101.03 acre tract for an angle point of this tract.

THENCE N 19°47'10"W with the Southwest line of the said 98.281 acre tract 602.36 feet to an iron pin found in an angle point of the said 101.03 acre tract for an angle point of this tract.

THENCE N 19°39'53"W 687.29 feet to a 3/8" iron pin found on the Southeast line of County Road #222 for the North corner of the said 101.03 acre tract, the West corner of the said 98.281 acre tract, and the west corner of this tract.

THENCE N 70°40'52"E 1679.44 feet to the POINT OF BEGINNING containing 98.281 acres of land, more or less.

## FIELD NOTES FOR 110.553 ACRES

All that certain tract or parcel of land situated in the George Patillo Survey, A-505 in Williamson County, Texas and being a part of that 221.106 acre tract of land, designated as Tract 2, conveyed to Hines Land and Cattle Company, Ltd. in Document No. 2010057047 of the Official Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the curving Southeast line of State Highway #138, in the West corner of the above mentioned 221.106 acre tract, for the West corner of this tract.

THENCE with the arc of a curve to the right 55.10 feet, said curve having a radius of 2824.79 feet, a central angle of 01°07'04", and a sub-chord which bears N 68°15'17" E 55.10 feet to a iron pin set for the PT of the said curve.

THENCE N 68°48'44" E with the Southeast line of State Highway #138 3317.58 feet to a concrete monument found in the PC of a curve to the right said curve having a radius of 914.93 feet and a central angle of 39°38'02".

THENCE with the arc of the said curve 632.89 feet, the sub-chord of which bears N 88°24'45" E 620.35 feet to a iron pin set on the Southeast line of State Highway #138 for the North corner of the said 221.106 acre tract and the North corner of this tract from which iron pin an iron pin found in the West corner of Lot 10 of Florence Oaks Estates, a subdivision recorded in Cabinet B, Slide 277 of the Plat Records of Williamson County, Texas bears N 19°18'52" W 1.81 feet.

THENCE S 19°18'52" E with the Northeast line of the said 221.106 acre tract 1042.46 feet to an iron pin set for the East corner of this tract.

THENCE S 69°14'17" W 1963.52 feet to an iron pin set for an angle point of this tract.

THENCE S 70°09'39" W 1986.04 feet to an iron pin set on the Southwest line of the said 221.106 acre tract for the South corner of this tract.

THENCE N 19°42'31" W with the Southwest line of the said 221.106 acre tract 165.31 feet to a iron pin set at an 18" Hackberry tree for an angle point of the said 221.106 acre tract, and an angle point of this tract.

THENCE N 19°58'26" W with the Southwest line of the said 60 acre tract, at 1020.46 feet pass an iron pin found in the North corner of the said 51.669 acre tract and continue for a total of 1022.71 feet to the POINT OF BEGINNING containing 110.553 acres of land, more or less.

Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until a road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.

The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvement will be responsible for the relocation and/or replacement of the improvement.

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

All easements as shown on this plat are free of liens.

§ STATE OF TEXAS §  
§ COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS; that

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, hat a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge  
Williamson County, Texas

Date

§ STATE OF TEXAS §  
§ COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS; that

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 14 day of July, 2011 A.D., at 1 o'clock, PM, and duly recorded this the 14 day of July, 2011 A.D., at 1 o'clock, PM, in the Plat Records of said County in Cabinet   , Slide   .

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: Deputy

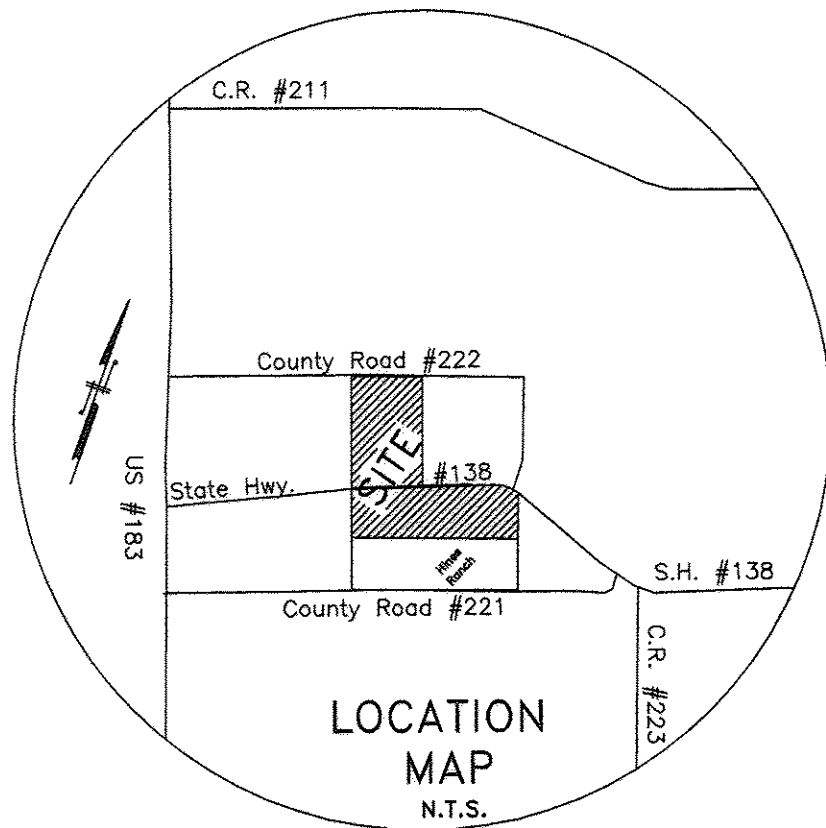
Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and the Williamson County On-Site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

  
Steve Glimmer, RS, OS&S92  
For Executive Director of the WCCHD

14 July 2011  
Date

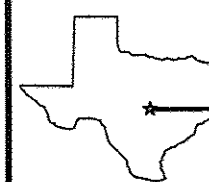
Road name and address assignments verified this the 14 day of July, 2010 A.D.

  
Jerrela Bak  
Williamson County Addressing Coordinator



SHEET 3 OF 3

File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" =	Revised:



AUSTIN SURVEYORS

2105 Justin Lane #103  
Austin, Texas 78757  
512-454-6605

# The Ranch at Florence Williamson County, Texas

§THE STATE OF TEXAS§  
§THE COUNTY OF MCLENNAN§

KNOW ALL MEN BY THESE PRESENTS:

THAT Hines Land and Cattle Company, Ltd., acting herein by and through its Partner Kash Hines, owner of 98.281 acres of land in the George Patillo Survey, A-505, situated in Williamson County, Texas, as conveyed by deed recorded as Document No. 2010057047 of the Official Public Records of Williamson County, Texas, do hereby subdivide the said 98.281 acres in accordance with the attached map or plat, to be known as

## THE RANCH AT FLORENCE

and do hereby dedicate to the public the use of all easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. It is the responsibility of the owner to assure compliance with the provisions of all applicable state, federal, and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, state Aquifer Regulations, and Municipal Watershed ordinances.

WITNESS MY HAND this the 14 day of July, 2011 A.D.

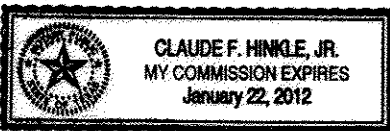
  
Kash Hines, Partner  
Hines Land and Cattle Company, Ltd.

THE STATE OF TEXAS

This instrument was acknowledged before me on the 14 day of July, 2011 by A.W. Hines

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of July, 2011 A.D.

  
Notary Public



## FIELD NOTES FOR 98.281 ACRES

All that certain tract or parcel of land situated in the George Patillo Survey, A-505 in Williamson County, Texas and being all of that 98.281 acre tract, designated as Tract 1, in a deed to Hines Land and Cattle Company, Ltd. in Document No. 2010057047 of the Official Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found on the Southeast line of County Road #222 in the occupied Northeast line of the above mentioned 98.281 acre tract for the North corner of Tract 6 of Long Grove Meadows, a subdivision recorded in Cabinet N, Slide 204 of the Plat Records of Williamson County, Texas and the North corner of this tract

THENCE S 19°34'17"E with the Southwest line of the above mentioned Tract 6, 719.61 feet to an iron pin found in an angle point of the Southwest line of Tract 6 for an angle point of this tract.

THENCE S 19°43'12"E with the Southwest line of the said Tract 6 247.24 feet to an iron pin found in the South corner of the above mentioned Tract 6 and the West corner of Tract 5 for an angle point of this tract.

THENCE S 19°43'54"E with the Northeast line of the said 98.281 acre tract, 518.18 feet to an iron pin found in the South corner of the above mentioned Tract 5 and the West corner of Tract 4 for an angle point of this tract.

THENCE S 19°50'33"E at 1036.18 feet pass the South corner of the above mentioned Tract 4 and continue total of 1037.62 feet to an iron pin set on the Northwest line of State Highway #138 for the East corner of the said 98.281 acre tract and the East corner of this tract.

THENCE S 68°48'44"W with the Northwest line of State Highway #138 1628.75 feet to a iron pin set in the PC of a curve to the left said curve having a radius of 2904.79 and a central angle of 01°01'43".

THENCE with the arc of the said curve 52.14 feet, the sub-chord of which bears S 68°17'53"W 52.14 feet to a iron pin set on the Northwest line of State Highway #138 for the South corner of the said 98.281 acre tract and the South corner of this tract, from which iron pin a 3/8" iron pin bears S 20°22'10" E 1.88 feet.

THENCE N 19°44'02"W at 0.29 feet pass a capped iron pin found for the East corner of a 101.03 acre tract conveyed to SH138 Georgetown, Ltd. in Document No. 2007004379 of the said Official Records and continue with the Southwest line of the said 98.281 acre tract for a total of 906.68 feet to a capped iron pin found in an angle point of the above mentioned 101.03 acre tract for an angle point of this tract.

THENCE N 19°36'42"W with the Southwest line of the said 98.281 acre tract, 381.61 feet to an iron pin found in an angle point of the said 101.03 acre tract for an angle point of this tract.

THENCE N 19°47'10"W with the Southwest line of the said 98.281 acre tract 602.36 feet to an iron pin found in an angle point of the said 101.03 acre tract for an angle point of this tract.

THENCE N 19°39'53"W 687.29 feet to a 3/8" iron pin found on the Southeast line of County Road #222 for the North corner of the said 101.03 acre tract, the West corner of the said 98.281 acre tract, and the west corner of this tract.

THENCE N 70°40'52"E 1679.44 feet to the POINT OF BEGINNING containing 98.281 acres of land, more or less.

## FIELD NOTES FOR 110.553 ACRES

All that certain tract or parcel of land situated in the George Patillo Survey, A-505 in Williamson County, Texas and being a part of that 221.106 acre tract of land, designated as Tract 2, conveyed to Hines Land and Cattle Company, Ltd. in Document No. 2010057047 of the Official Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the curving Southeast line of State Highway #138, in the West corner of the above mentioned 221.106 acre tract, for the West corner of this tract.

THENCE with the arc of a curve to the right 55.10 feet, said curve having a radius of 2824.79 feet, a central angle of 01°07'04", and a sub-chord which bears N 68°15'17" E 55.10 feet to a iron pin set for the PT of the said curve.

THENCE N 68°48'44" E with the Southeast line of State Highway #138 3317.58 feet to a concrete monument found in the PC of a curve to the right said curve having a radius of 914.93 feet and a central angle of 39°38'02".

THENCE with the arc of the said curve 632.89 feet, the sub-chord of which bears N 88°24'45" E 620.35 feet to a iron pin set on the Southeast line of State Highway #138 for the North corner of the said 221.106 acre tract and the North corner of this tract from which iron pin an iron pin found in the West corner of Lot 10 of Florence Oaks Estates, a subdivision recorded in Cabinet B, Slide 277 of the Plat Records of Williamson County, Texas bears N 19°18'52" W 1.81 feet.

THENCE S 19°18'52" E with the Northeast line of the said 221.106 acre tract 1042.46 feet to an iron pin set for the East corner of this tract.

THENCE S 69°14'17" W 1963.52 feet to an iron pin set for an angle point of this tract.

THENCE S 70°09'39" W 1986.04 feet to an iron pin set on the Southwest line of the said 221.106 acre tract for the South corner of this tract.

THENCE N 19°42'31" W with the Southwest line of the said 221.106 acre tract 165.31 feet to a iron pin set at an 18" Hackberry tree for an angle point of the said 221.106 acre tract, and an angle point of this tract.

THENCE N 19°58'26" W with the Southwest line of the said 60 acre tract, at 1020.46 feet pass an iron pin found in the North corner of the said 51.669 acre tract and continue for a total of 1022.71 feet to the POINT OF BEGINNING containing 110.553 acres of land, more or less.

Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until a road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.

The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvement will be responsible for the relocation and/or replacement of the improvement.

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

All easements as shown on this plat are free of liens.

§ STATE OF TEXAS §  
§ COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS; that

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, hat a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge  
Williamson County, Texas

Date

§ STATE OF TEXAS §  
§ COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS; that

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_ day of \_\_\_, 2011 A.D., at \_\_\_ o'clock, \_\_\_ M., and duly recorded this the \_\_\_ day of \_\_\_, 2011 A.D., at \_\_\_ o'clock, \_\_\_ M., in the Plat Records of said County in Cabinet \_\_\_, Slide \_\_\_.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: Deputy

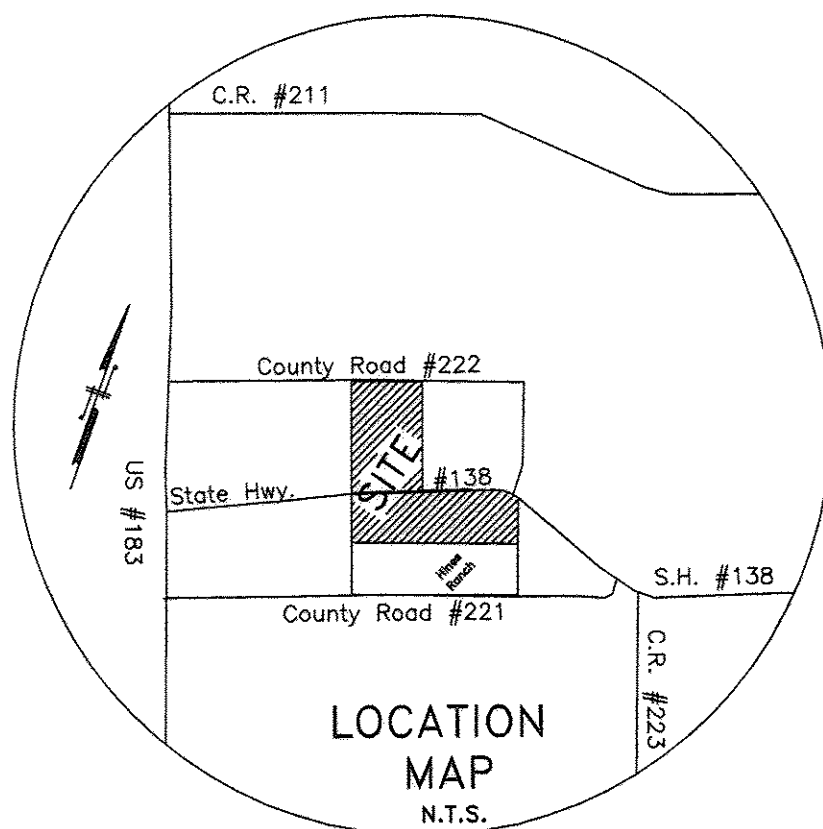
Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and the Williamson County On-Site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

  
Steve Glimmer, RS, OS&S92  
For Executive Director of the WCCHD

14 July 2011  
Date

Road name and address assignments verified this the 14 day of July, 2010 A.D.

  
Jerrela Bak  
Williamson County Addressing Coordinator



SHEET 3 OF 3

File No.: 1718final2	Designed By: skip
Job No.: 1718-388	Drawn By: skip
Date: June 2011	Checked By:
Scale: 1" =	Revised:

