

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 18TH, 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 – 15)

5. Discuss and consider approving a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0560 000507	Transfer to RCS	\$420.00		<input type="checkbox"/>
From	0100 0560 003311	Uniforms	\$285.00		<input type="checkbox"/>
From	0100 0560 004232	Training	\$500.00		<input type="checkbox"/>
From	0100 0560 003301	Gasoline	\$1,700.00		<input type="checkbox"/>
From	0100 0560 003100	Office Supplies	\$50.00		<input type="checkbox"/>
From	0100 0560 004210	Internet/email	\$456.00		<input type="checkbox"/>
To	0100 0341 000507	Transfer to RCS	\$420.00		<input type="checkbox"/>
To	0100 0341 003311	Uniforms	\$285.00		<input type="checkbox"/>
To	0100 0341 004232	Training	\$500.00		<input type="checkbox"/>
To	0100 0341 003301	Gasoline	\$1700.00		<input type="checkbox"/>
To	0100 0341 003100	Office Supplies	\$50.00		<input type="checkbox"/>
To	0100 0341 004210	Internet/email	\$456.00		<input type="checkbox"/>

6. Discuss and consider approving a line item transfer for the District Attorneys Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004932	Trial Expense	\$3500.00		<input type="checkbox"/>
To	0100.0440.004414	Vehicle Insurance	\$500.00		<input type="checkbox"/>
To	0100.0440.004415	Vehicle deductible	\$1000.00		<input type="checkbox"/>
To	0100.0440.004541	Vehicle repairs	\$2000.00		<input type="checkbox"/>

7. Discuss and consider approving a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0540.005700	Vehicles > \$5000	\$1393.78		<input type="checkbox"/>
To	0100.0540.004414	Vehicle Insurance	\$1393.78		<input type="checkbox"/>

8. Discuss and consider approving a line item transfer for the District Attorneys Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.003011	COMPUTER SOFTWARE < \$5,000	\$1,000.00		<input type="checkbox"/>
To	0100.0440.003006	Office Equipment	\$1,000.00		<input type="checkbox"/>

9. Discuss and take action on Budget Line Item transfer for Juvenile Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0576.004510	Facility Maintenance	300.58		<input type="checkbox"/>
To	100.0576.004414	Vehicle Insurance	300.58		<input type="checkbox"/>

10. Consider authorizing the transfer of equipment through inter-office transfer, auction, donation, destruction, or trade-in.
11. Consider approving property tax collections for the month of September 2011 for the Williamson County Tax Assessor/Collector.
12. Consider approving property tax refunds over \$2,500.00 for the month of September 2011 for the Williamson County Tax Assessor/Collector.
13. Discuss and consider closing one lane in each direction on Teravista Club Drive which is the main road in Teravista. The Teravista 5K and Kids Fun Run event will be on Saturday, October 29, 2011 from 8am to 11am. Consider loaning cones and barricades.
14. Consider closing Woodthorpe, from Moorberry to Lonsdale Drive on Oct. 28, 2011, instead of Oct. 21st, from 5:00 p.m. until 10:00 p.m. for their biannual block party held in the Forest North Area and consider loaning cones and barricades.

15. Discuss and consider approval of preliminary plat for Alpha Acres Subdivision

REGULAR AGENDA

16. Discuss and consider extending the burn ban in Williamson County for 90 days.
17. Hear update from Capital Area Housing Finance Corporation and appoint a County representative to the board of directors.
18. Hear the October 2011 Monthly Construction Summary Report.
19. Consider approving Change Order No. 10 in the amount of \$13,816.60 for US 79 Section 3, a Pass Through Financing Project in Precinct Four.
20. Consider approving Change Order No. 11 in the amount of \$2,758.00 for US 79 Section 3, a Pass Through Financing Project in Precinct Four.
21. Consider approving Change Order No. 2 in the amount of \$8,220.00 for San Gabriel Parkway Phase II, a Road Bond Project in Precinct Two.
22. Consider approving Change Order No. 6 in the amount of \$11,790.00 for Hero Way, a Road Bond Project in Precinct Two.
23. Consider approving Change Order No. 5 in the amount of -\$22,143.60 for Chandler Road Phase 3B, a Road Bond Project in Precinct Four.
24. Consider approving Change Order No. 7 in the amount of -\$35,923.15 for CR 175 Phase 2A, a Road Bond Project in Precinct Two.
25. Consider authorizing 2006 road bond transfer per recommendation of Mike Weaver, Road Bond Manager for the following projects: \$800,000.00 from unallocated road bond funds (P156) to San Gabriel Parkway West (P230).
26. Consider authorizing County Judge to execute a Real Estate Contract with Donham P. Frazier for ROW needed on Chandler IIIA. (PARCEL 11)
27. Consider authorizing the County Judge to execute a Land Lease with JOHN AND DIANA BABICKI for property located on CR 237 in Granger, TX.
28. Consider authorizing the County Judge to execute a Land Lease with JERRY AND CAROLYN HAWES for property located on Tower Road.
29. Consideration and action with respect to "Fourth Supplemental Order to the Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program and the issuance of Pass-Through Toll Revenue and Limited Tax Bonds, Series 2011.
30. Discuss and take appropriate action regarding Interlocal Agreement between Williamson County and Vista Oaks Municipal Utility District for Law Enforcement Services.
31. Consider authorizing advertising and setting date for Public Hearing on the Resolution to Tax Goods in Transit for October 25th, 2011 at 10:00 a.m.
32. Discuss and take appropriate action on cancelling the Agreement between Bio-Key International Inc. and Williamson County, dated September 16, 2008 due to a lack of appropriation.

33. Discuss and take appropriate action on Authorization to maintain TCDRS Plan Provisions for Plan Year 2012.
34. Consider authorizing advertising and setting date of November 8, 2011 at 3:00pm in the Purchasing Department to receive proposals for the Lease of Belford Square Property at 310 W. 7th Street, Suite 102, Georgetown, Texas 78626, proposal # 12RFP00001.
35. Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office to pay state legislative supplements.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.335601	Co. Atty. Salary Supp.	\$62,500.00	01	

36. Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Attorney. This expenditure is paid by State Legislative Supplement dollars.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0475.001100	Salaries	\$43,890.00	01	
	0100.0475.002010	FICA	\$3,357.59	02	
	0100.0475.002020	Retirement	\$5,249.24	03	
	0100.0475.004902	Co. Atty. Legislative Supp.	\$10,003.17	04	

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)."

37. 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 on Chandler IIIA.
- i) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- j) Discuss proposed acquisition of drainage easements along CR 138.
- k) Discuss proposed acquisition of property for right-of-way along CR 170.
- l) Discuss proposed acquisition and/or sale of property for Arterial H.
- m) Discuss potential sale of real property on Williams Drive.

- 38.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) 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 and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- 39.** Discuss economic development issues(EXECUTIVE SESSION as per VTCA Govt. Code Section 551.076 Deliberation regarding economic development project, concerning a project in in Taylor, Texas.)
- 40.** Discuss and take appropriate action on real estate.
- 41.** 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 and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

42. Comments from Commissioners.

Dan A. Gattis, County Judge

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

Commissioners Court - Regular Session**5.****Meeting Date:** 10/18/2011

Line Item Transfer for County Sheriff

Submitted By: Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the County Sheriff.

Background

Transfer to assist with operating costs associated with the transfer for the CIT position to MOT per Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0560 000507	Transfer to RCS	\$420.00		
From	0100 0560 003311	Uniforms	\$285.00		
From	0100 0560 004232	Training	\$500.00		
From	0100 0560 003301	Gasoline	\$1,700.00		
From	0100 0560 003100	Office Supplies	\$50.00		
From	0100 0560 004210	Internet/email	\$456.00		
To	0100 0341 000507	Transfer to RCS	\$420.00		
To	0100 0341 003311	Uniforms	\$285.00		
To	0100 0341 004232	Training	\$500.00		
To	0100 0341 003301	Gasoline	\$1700.00		
To	0100 0341 003100	Office Supplies	\$50.00		
To	0100 0341 004210	Internet/email	\$456.00		

Form Review**Inbox**
County Judge Exec Asst.
Budget Office**Reviewed By**
Wendy Coco
Ashlie Blaylock**Date**
10/13/2011 08:44 AM
10/13/2011 09:40 AM
Started On: 10/11/2011 04:25 PM

Form Started By: Deborah Wolf

Final Approval Date: 10/13/2011

Commissioners Court - Regular Session**6.****Meeting Date:** 10/18/2011

Line item transfer

Submitted For: John Bradley**Submitted By:**Judy Kocian, District
Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the District Attorneys Office

Background

During the preparation of FY 2012 Budget, I failed to request funds for the County vehicles insurance, a deductible in the event of an accident and for repairs. These items are necessities in order for the investigators to perform their duties safely as well as follow the appropriate County guidelines.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004932	Trial Expense	\$3500.00		
To	0100.0440.004414	Vehicle Insurance	\$500.00		
To	0100.0440.004415	Vehicle deductible	\$1000.00		
To	0100.0440.004541	Vehicle repairs	\$2000.00		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Budget Office	Ashlie Blaylock	10/13/2011 09:41 AM
Form Started By: Judy Kocian		Started On: 10/12/2011 08:28 AM
	Final Approval Date: 10/13/2011	

Commissioners Court - Regular Session**7.****Meeting Date:** 10/18/2011

WCEMS line item transfer for vehicle insurance increase for FY12

Submitted For: Kenny Schnell**Submitted By:**

Kenny Schnell, EMS

Department: EMS**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for EMS.

Background

Please consider this line item transfer to cover the 7% increase to vehicle insurance for Williamson County EMS due to receiving notification after our budget was adopted. Unfortunately the 2011-2012 premiums are not available until typically late September/early October.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0540.005700	Vehicles > \$5000	\$1393.78		
To	0100.0540.004414	Vehicle Insurance	\$1393.78		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Budget Office	Ashlie Blaylock	10/13/2011 09:42 AM
Form Started By: Kenny Schnell		Started On: 10/12/2011 10:40 AM
	Final Approval Date: 10/13/2011	

Commissioners Court - Regular Session**8.****Meeting Date:** 10/18/2011

Line item transfer

Submitted For: John Bradley**Submitted By:**Judy Kocian, District
Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the District Attorneys Office

Background

Telephone equipment needs to be purchased for the District Attorneys Office in order to update old telephones and replace non-working phones.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003011	COMPUTER SOFTWARE < \$5,000	\$1,000.00	
To	0100.0440.003006	Office Equipment	\$1,000.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Budget Office	Ashlie Blaylock	10/13/2011 09:43 AM
Form Started By: Judy Kocian		Started On: 10/12/2011 02:08 PM
	Final Approval Date: 10/13/2011	

Commissioners Court - Regular Session**9.****Meeting Date:** 10/18/2011

BLI Transfer

Submitted For: Scott Matthew**Submitted By:**John Pelczar,
Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss and take action on Budget Line Item transfer for Juvenile Services

Background

Requesting budget line item transfer in the amount of \$300.58 to cover increase in cost for vehicle insurance for FY 2012.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0576.004510	Facility Maintenance	300.58	
To	100.0576.004414	Vehicle Insurance	300.58	

Form Review**Inbox**
County Judge Exec Asst.**Reviewed By**
Wendy Coco**Date**
10/13/2011 02:26 PM
Started On: 10/13/2011 10:50 AM

Form Started By: John Pelczar

Final Approval Date: 10/13/2011

Commissioners Court - Regular Session

10.

Meeting Date: 10/18/2011

Weekly Asset Transfer

Submitted For: Bob Space

Submitted By:

Patrick Strittmatter,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Attachments

Asset Transfer Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:43 AM
Form Started By: Patrick Strittmatter		Started On: 10/11/2011 04:42 PM
	Final Approval Date: 10/13/2011	



Williamson County

Vehicle Status Change Form

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

1) Identify Vehicle:				
1FDWF36R68EC99584		EMS - 0540		ET0806
Vehicle Identification Number		Department		Door Number
1044996	2008	Ford	F350	White
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. Williamson County Fleet Incident/Crash/Vandalism Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage <u>83,955</u>				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain Remount of ambulance #1 for FY'12				
Chassis trade-in value is \$5000.00 <u>Box # 8083 WC</u>				
3) Elected Official/Department Head/Authorized Staff				
Print <u>Kenny Schnell</u>		Signature <u>[Signature]</u>		Date <u>Oct. 4, 2011</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 type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input checked="" 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>10-5-11</u>

Commissioners Court - Regular Session

11.

Meeting Date: 10/18/2011

Property Tax Collections – September 2011

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Attachments

090111-093011 GWI-RFM

090111-093011 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:25 PM
Form Started By: Sandra Surratt		Started On: 10/13/2011 10:07 AM
	Final Approval Date: 10/13/2011	

YEAR TO DATE – COLLECTION REPORT
Williamson County – GWI/RFM Property Taxes
September 1-30, 2011

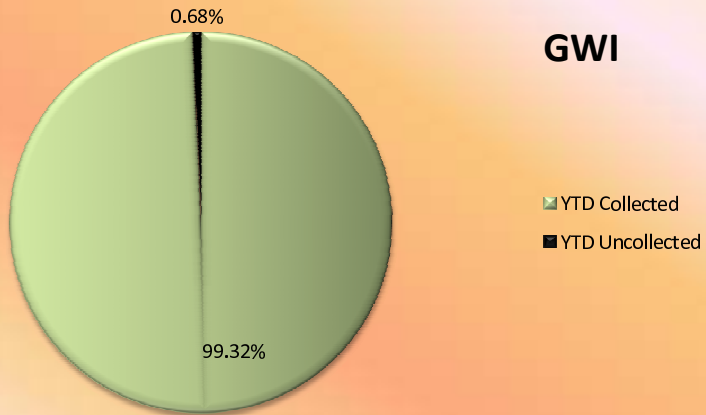
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	\$150,606,771.14	\$942,725.23	\$151,549,496.37	\$137,446.19	\$26,499.97	\$434.15	\$1,034,643.53	\$150,514,852.84	99.32%	99.33%	100.10%
2009 & Prior	\$2,233,295.16	(\$163,073.82)	\$2,070,221.34	\$17,228.32	\$6,928.63	\$2,660.38	\$1,176,795.90	\$893,425.44	43.16%	43.49%	
Rollbacks	\$165,822.93	\$162,861.23	\$328,684.16	\$2,221.46	\$444.29	\$0.00	\$75,460.76	\$253,223.40	77.04%	77.18%	
Total All	\$153,005,889.23	\$942,512.64	\$153,948,401.87	\$156,895.97	\$33,872.89	\$3,094.53	\$2,286,900.19	\$151,661,501.68	98.51%	98.54%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	\$9,936,287.66	\$67,335.89	\$10,003,623.55	\$9,169.28	\$1,736.90	\$28.66	\$69,669.80	\$9,933,953.75	99.30%	99.32%	100.13%
2009 & Prior	\$167,209.30	(\$11,129.63)	\$156,079.67	\$1,217.96	\$560.80	\$272.04	\$93,579.07	\$62,500.60	40.04%	40.40%	
Rollbacks	\$11,721.18	\$10,828.72	\$22,549.90	\$149.69	\$29.93	\$0.00	\$5,159.52	\$17,390.38	77.12%	77.25%	
Total All	\$10,115,218.14	\$67,034.98	\$10,182,253.12	\$10,536.93	\$2,327.63	\$300.70	\$168,408.39	\$10,013,844.73	98.35%	98.37%	

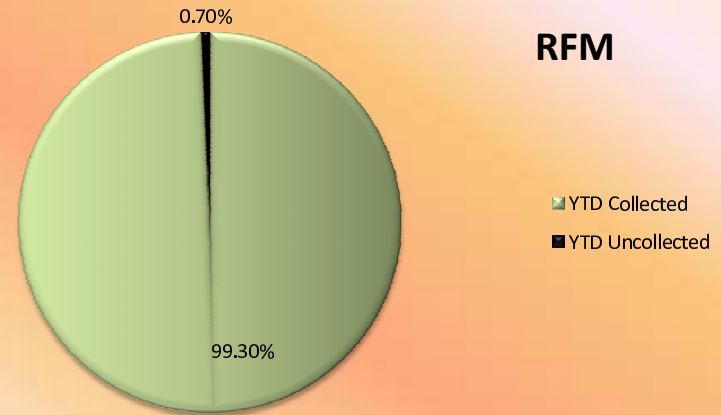
2010 COMBINED MONTHLY BREAKDOWN

Oct-10	\$163,121,107.37	\$43.00	\$163,121,150.37	\$583,319.49	\$43,733.04	\$1,197.12	\$162,536,633.76	\$584,516.61
Nov-10	\$163,121,150.37	\$981,991.23	\$164,103,141.60	\$8,057,873.41	\$32,723.92	\$3,125.73	\$155,457,625.85	\$8,645,515.75
Dec-10	\$164,103,141.60	\$92,539.95	\$164,195,681.55	\$86,482,093.28	\$30,482.50	\$936.52	\$69,067,136.00	\$95,128,545.55
Jan-11	\$164,195,681.55	(\$89,753.52)	\$164,105,928.03	\$57,800,443.44	\$32,064.03	(\$71,489.97)	\$11,248,429.01	\$152,857,499.02
Feb-11	\$164,105,928.03	\$10,399.06	\$164,116,327.09	\$2,322,842.19	\$161,669.55	\$38,462.23	\$8,897,523.65	\$155,218,803.44
Mar-11	\$164,116,327.09	(\$11,273.35)	\$164,105,053.74	\$2,470,836.51	\$188,951.79	\$689.99	\$6,414,723.80	\$157,690,329.94
Apr-11	\$164,105,053.74	(\$11,164.22)	\$164,093,889.52	\$939,716.13	\$107,729.42	\$13.37	\$5,463,830.08	\$158,630,059.44
May-11	\$164,093,889.52	\$31,848.52	\$164,125,738.04	\$1,239,777.75	\$120,597.74	\$2,402.27	\$4,253,498.58	\$159,872,239.46
Jun-11	\$164,125,738.04	(\$2,451.84)	\$164,123,286.20	\$635,999.24	\$105,255.41	\$1,812.23	\$3,613,235.27	\$160,510,050.93
Jul-11	\$164,123,286.20	(\$8,263.76)	\$164,115,022.44	\$768,420.25	\$67,503.50	\$1,729.81	\$2,834,821.45	\$161,280,200.99
Aug-11	\$164,115,022.44	(\$12,835.29)	\$164,102,187.15	\$221,104.85	\$39,844.85	\$3,212.44	\$2,597,668.87	\$161,504,518.28
Sep-11	\$164,102,187.15	\$28,467.84	\$164,130,654.99	\$167,432.90	\$36,200.52	\$3,395.23	\$2,455,308.58	\$161,675,346.41

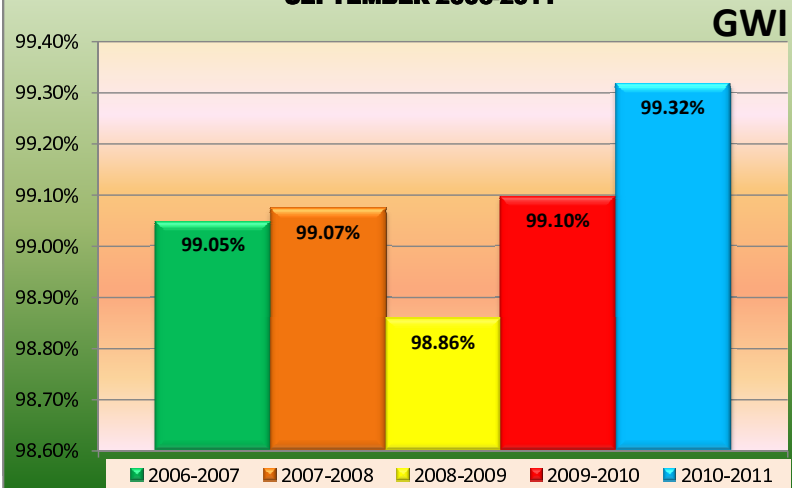
**YEAR TO DATE COLLECTION REPORT
OCTOBER 1, 2010 - SEPTEMBER 30, 2011**



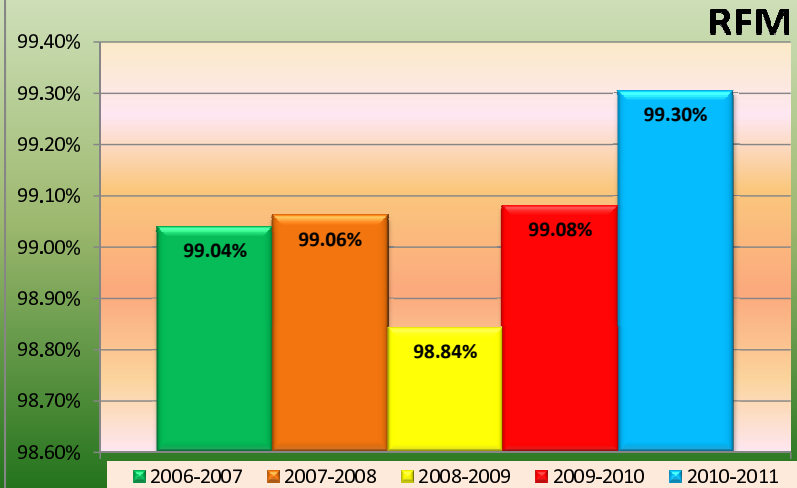
**YEAR TO DATE COLLECTION REPORT
OCTOBER 1, 2010 - SEPTEMBER 30, 2011**



**PERCENT OF ROLL COLLECTED COMPARISON
SEPTEMBER 2006-2011**



**PERCENT OF ROLL COLLECTED COMPARISON
SEPTEMBER 2006-2011**



Commissioners Court - Regular Session

12.

Meeting Date: 10/18/2011

Property Tax Refunds – Over 2500 – September 2011

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Attachments

Court Refunds Sept 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:26 PM
Form Started By: Sandra Surratt		Started On: 10/13/2011 10:11 AM
	Final Approval Date: 10/13/2011	



Date: October 6, 2011

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Deborah M Hunt, C T A
Tax Assessor Collector

Subject: Property Tax Refunds

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

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

Thank you.



WILLIAMSON COUNTY

Main Office:

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

Annex Locations:

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

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

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

1:20 PM

10/06/11

Accrual Basis

Property Tax
Account QuickReport
 As of September 30, 2011

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	9/8/2011	41307	Arbor Villas LLC	Multiple Accounts - 2009-2010 Agreed Judgment	-3,244.15
Check	9/20/2011	41318	Wells Fargo Home Mortgage	R404782 - Erroneous payment	-5,933.10
Check	9/30/2011	41344	RODRIGUEZ, LEANDRO R	R098534 - 2010 Supplement #14	-3,198.82
Check	9/30/2011	41353	ROBINSON, DONNA M & RONNIE D	R017439 - 2010 Supplement #14	-3,406.32
Check	9/30/2011	41406	SMITH, MARGUERITE L & ROBER...	R366366 - 2010 Supplement #14	-6,881.98
Check	9/30/2011	41445	HOMSI, OMAR & MOUNA KASSEM	R453422 - 2010 Supplement #14	-3,491.31
Total Refunds Payable - Taxpayers					-26,155.68
TOTAL					<u>-26,155.68</u>

Commissioners Court - Regular Session**13.****Meeting Date:** 10/18/2011

Teravista 5K and Kids Fun Run road closure

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

Information**Agenda Item**

Discuss and consider closing one lane in each direction on Teravista Club Drive which is the main road in Teravista. The Teravista 5K and Kids Fun Run event will be on Saturday, October 29, 2011 from 8am to 11am. Consider loaning cones and barricades.

Background

The event sponsors are Newland Companies and Resurgence Health and Fitness. They are requesting to close one lane in each direction on Teravista Club Drive which is the main road in Teravista. This road has four lanes with two lanes flowing in either direction. Cones are needed on each side of the roadway for the runners. Traffic will still flow the normal direction, but cones are needed to separate the cars from the runners. Two lanes need to be coned, one in each direction to be used for runners as they go out and back on Teravista Drive. Vehicle traffic will still be flowing in its normal direction. There are a few side streets that will go off into sections of the neighborhood and trails. There will be cones and volunteers in place for the runners and traffic. The start location is the model home area of Grand Vista Circle to Teravista Club Drive, middle section, 5K run turn around point near Teravista Elementary.

Alternate Dates: There is not an alternate date for this event.

HeadCount : 250

Event Coordinator: Kenneth Bobo

Road Closure Requestor: Kenneth Bobo

Event Start Time 10/29/2011 8:00 AM

Event End Time 10/29/2011 11:00 AM

This road closure has been routed through the county road closure process.

Ron Roberts has stipulated that cones and barricades will be available for this 5K run contingent upon any county emergencies that may arise.

Attachments**Teravista 5K and Kids Fun Run****Form Review****Inbox**
County Judge Exec Asst.

Form Started By: Linda Wipff

Reviewed By
Wendy Coco

Final Approval Date: 10/13/2011

Date
10/13/2011 08:43 AM
Started On: 10/11/2011 10:13 AM



TERAVISTA 5K

Saturday, October 29, 2011

& KIDS FUN RUN



5K RACE ROUTE

MAP NOT TO SCALE. RACE ROUTE SUBJECT TO CHANGE

LEGEND

- 1 PARKING
- 2 LATE REGISTRATION & PACKET PICKUP (RESIDENTS CLUB)
- 3 MEDICAL SERVICE (NEAR FINISH AREA)
- W WATER STOP



Commissioners Court - Regular Session**14.****Meeting Date:** 10/18/2011

Road closure in Forest North

Submitted For: Mary Clark**Submitted By:**Mary Clark, Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Consider closing Woodthorpe, from Moorberry to Lonsdale Drive on Oct. 28, 2011, instead of Oct. 21st, from 5:00 p.m. until 10:00 p.m. for their biannual block party held in the Forest North Area and consider loaning cones and barricades.

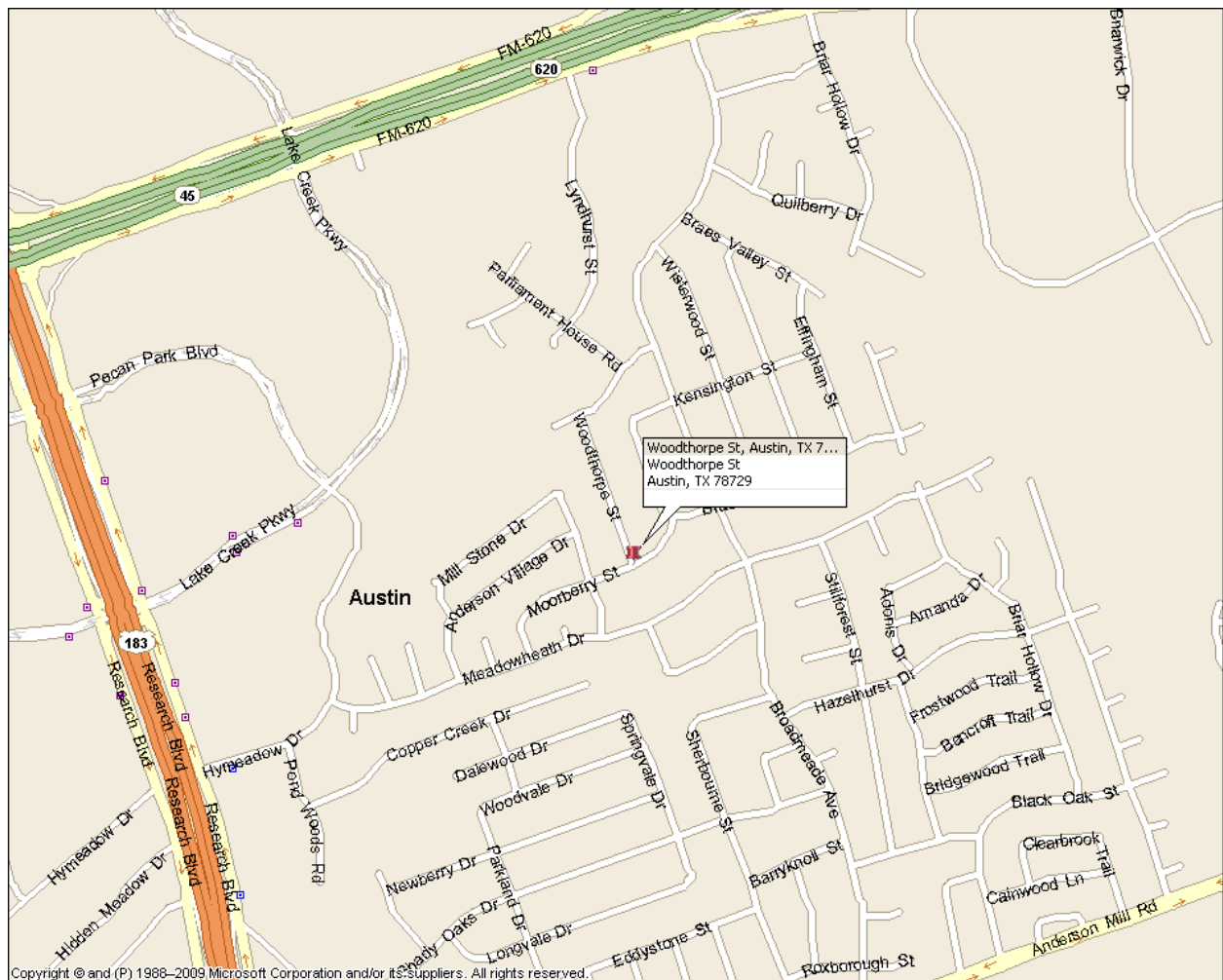
Background

This road closure was approved by the court on Oct. 11th, for the block party to be held on Oct. 21st, 2011. However, Brad Westmoreland contacted me after the agenda was posted and he wants to change to the date of the request for the road closure from Oct. 21st, 2011 to Oct. 28th, 2011. The time, location and all pertinent information will remain the same.

Brad Westmoreland has requested the closure of Woodthorpe, from Moorberry to Lonsdale Drive on Oct. 28, 2011, from 5:00 p.m. until 10:00 p.m. for their biannual block party held in the Forest North Area. This request has been granted biannually for the last couple of years and we have received no complaints. They would like 4 barricades. They are expecting approximately 50 people. This has been routed through the road closure process.

AttachmentsWoodthorpe**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:26 PM
Form Started By: Mary Clark		Started On: 10/13/2011 10:20 AM
	Final Approval Date: 10/13/2011	



Commissioners Court - Regular Session

15.

Meeting Date: 10/18/2011

Discuss and consider approval of preliminary plat for Alpha Acres Subdivision

Submitted For: Joe England

Submitted By:

Patrick Hughes,
Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approval of preliminary plat for Alpha Acres Subdivision

Background

Attachments

Preliminary Plat - Alpha Acres Subdivision

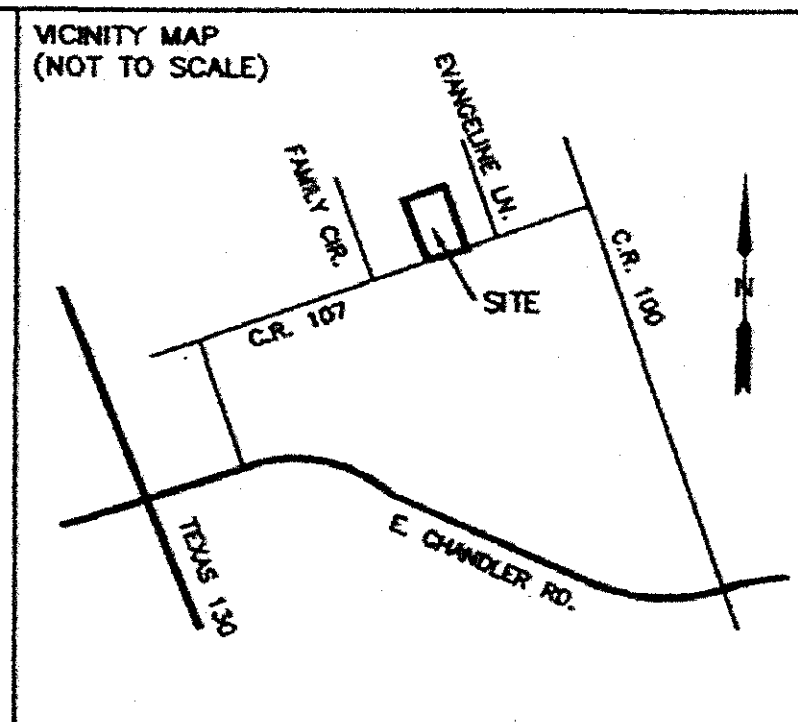
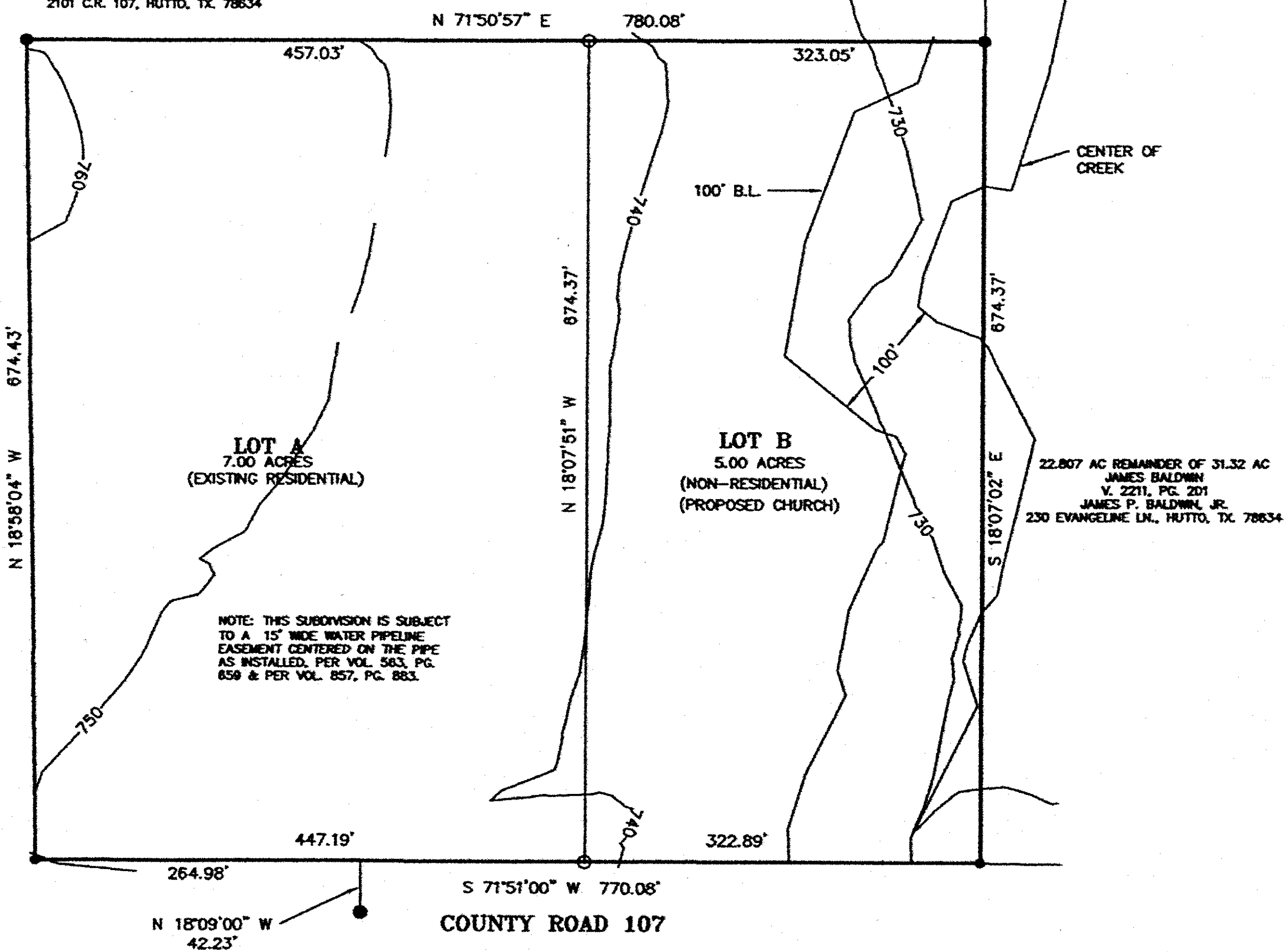
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:25 PM
Form Started By: Patrick Hughes		Started On: 10/13/2011 09:42 AM
	Final Approval Date: 10/13/2011	

PRELIMINARY PLAT OF ALPHA ACRES SUBDIVISION

BOBBY RAY ARRINGTON
15.50 ACRES
DOC. NO. 1998035814
2101 C.R. 107, HUTTO, TX. 78634

BOBBY RAY ARRINGTON, 15.50 ACRES
DOC. NO. 1998035814



DEED NORTH
SCALE: 1" = 100'



STATE OF TEXAS;
COUNTY OF WILLIAMSON;

KNOW ALL MEN BY THESE PRESENTS;

THAT CAYETANO CONTRERAS, JR. AND BEVERLY SUE CONTRERAS, OWNERS OF 7.00 ACRES REMAINING OUT OF AN ORIGINAL 12.00 ACRES OUT OF THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 426, IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN VOLUME 2294, PAGE 807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT IGLESIA MARANATHA ASSEMBLY OF GOD, OWNER OF 5.00 ACRES OUT OF SAID JOHN MCQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NO. 2011038845 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ACTING HEREIN BY AND THROUGH ITS PASTOR, REV. MIGUEL JUAREZ, DO HEREBY JOINTLY SUBDIVIDE SAID 12.00 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS "ALPHA ACRES SUBDIVISION", IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL CODE, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND WE DO HEREBY DEDICATE TO THE PUBLIC USE THE STREETS AND EASEMENTS SHOWN HEREON.

CAYETANO CONTRERAS, JR.
2201 COUNTY ROAD 107
HUTTO, TEXAS 78634

BEVERLY SUE CONTRERAS
2201 COUNTY ROAD 107
HUTTO, TEXAS 78634

REV. MIGUEL JUAREZ
IGLESIA MARANATHA ASSEMBLY OF GOD
2301 COUNTY ROAD 107
HUTTO, TEXAS 78634

STATE OF TEXAS;
COUNTY OF WILLIAMSON;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CAYETANO CONTRERAS, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: _____

STATE OF TEXAS;
COUNTY OF WILLIAMSON;

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: _____

STATE OF TEXAS;
COUNTY OF WILLIAMSON;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED REV. MIGUEL JUAREZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

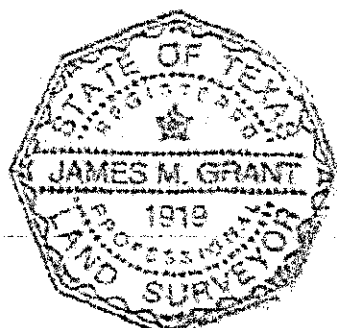
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: _____

I, JAMES M. GRANT, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30 OF THE CITY OF AUSTIN CODE, AND IS ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

James M. Grant
JAMES M. GRANT, RPLS 1919
HARRIS-GRANT SURVEYING, INC.
P.O. BOX 807, MANCHACA, TEXAS 78652
(512) 444-1781

REVISED 07-29-2011
07-25-2011
DATE



NOTES:

1. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL 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 IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

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

3. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONER'S COURT.

4. 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 FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0505E, EFFECTIVE DATE OF 09-26-2008, FOR WILLIAMSON COUNTY, TEXAS.

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

5. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B10.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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

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

DAN A. GATTIS, COUNTY JUDGE

DATE

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, 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, ____M., AND DULY RECORDED THIS THE DAY OF _____, 20____ 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 RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

Harris-Grant
SURVEYING, INC.

Commissioners Court - Regular Session**16.****Meeting Date:** 10/18/2011

Burn Ban

Submitted For: John Sneed**Submitted By:**

John Sneed, EMS

Department: EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider extending the burn ban in Williamson County for 90 days.

Background

With the current drought and water supply issues it is my recommendation to extend the burn ban for another 90 days. The very welcome yet small amount of rain will not be sufficient enough to allow for outdoor burning. Please feel free to contact me if you have any questions.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:43 AM
Form Started By: John Sneed		Started On: 10/11/2011 02:29 PM
	Final Approval Date: 10/13/2011	

Commissioners Court - Regular Session**17.****Meeting Date:** 10/18/2011

Capital Area Housing Finance Corp

Submitted For: Cynthia Long**Submitted By:**Kathy Pierce,
Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear update from Capital Area Housing Finance Corporation and appoint a County representative to the board of directors.

Background

AttachmentsAppointment Resolution**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/29/2011 09:29 AM
Form Started By: Kathy Pierce		Started On: 09/28/2011 03:30 PM
	Final Approval Date: 09/29/2011	

RESOLUTION

MAKING AN APPOINTMENT TO THE BOARD OF DIRECTORS OF THE CAPITAL AREA HOUSING FINANCE CORPORATION

That on the 18th day of October, 2011 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

WHEREAS, The Articles of Incorporation of the Capital Area Housing Finance Corporation authorize the Commissioners Court of Williamson County, Texas to appoint one director of the Corporation; and

WHEREAS, The term of the current director from this County Greg Boatright, expires October 21, 2011.

NOW THEREFORE BE IT RESOLVED by the Commissioners Court of Williamson County, Texas that:

_____ is appointed a director of the Corporation to serve a four-year term beginning October 22, 2011 and ending October 21, 2015, or until his successor is duly appointed and qualified.

Adopted this _____ day of _____, 2011.

Dan A. Gattis – County Judge

ATTEST:

Nancy E. Rister – County Clerk

Commissioners Court - Regular Session

18.

Meeting Date: 10/18/2011

2011 Monthly Construction Summary Report

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear the October 2011 Monthly Construction Summary Report.

Background

Attachments

October 2011 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Form Started By: Tiffany Mcconnell		Started On: 10/12/2011 06:46 PM
	Final Approval Date: 10/13/2011	



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

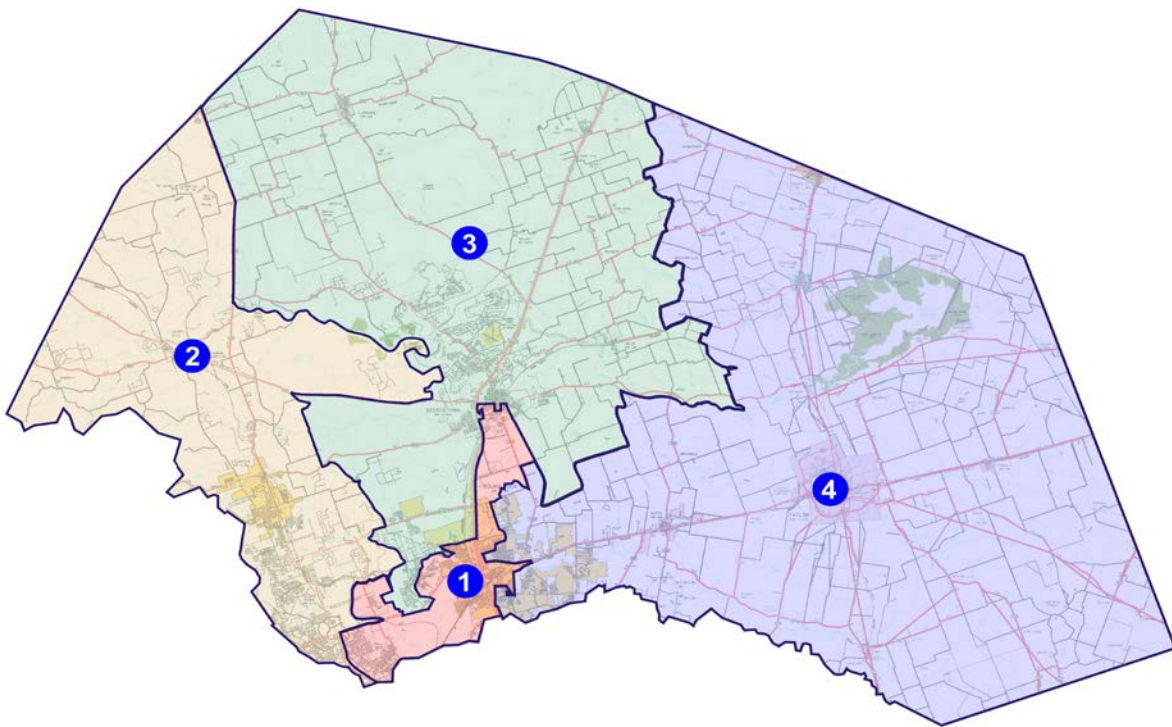
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

October 2011

WWW.ROADBOND.ORG

Volume X - Issue No. 10



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF JULY 2011

Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009
- SE Inner Loop @ FM 1460 – November 2009
- CR 111 (Westinghouse Road) – June 2010
- Pond Springs Road – September 2010
- CR 174 @ Brushy Creek – June 2011

Precinct 2

- Cedar Hollow at SH 29 (signal) – Aug 2002
- FM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – June 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sept 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sept 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Sept 2007
- Ronald Reagan Blvd South, Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010
- CR 214 Phase 2A – Jan 2011

Precinct 3

- DB Wood/Cedar Breaks – June 2004
- Cedar Breaks Road – June 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sept 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – June 2008
- SH 29 / CR 104, Ph. 1 – July 2008
- IH 35 @ SH 29 Turnarounds (Pass Through Financing) – August 2008
- CR 104, Phase II – May 2011

Precinct 4

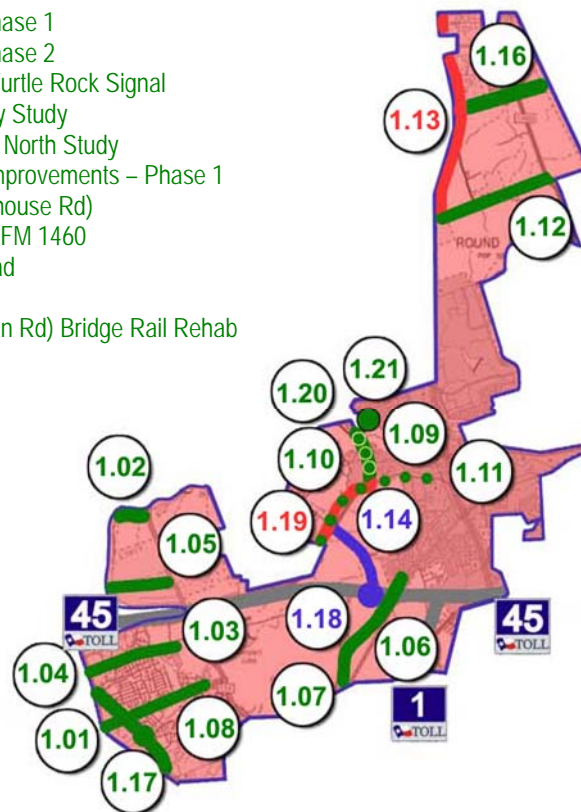
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – July 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – March 2008
- Limmer Loop, Ph. 1C – October 2008
- Gattis School Road – June 2010
- US 79, Section 5B (Pass Through Financing) – August 2010
- Chandler Rd, Ph. 3B – October 2010
- US 79, Section 5A (Pass Through Financing) – December 2010

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.12 CR 111 (Westinghouse Rd)
- 1.16 SE Inner Loop @ FM 1460
- 1.17 Pond Springs Road
- 1.20 Wyoming Springs
- 1.21 CR 174 (Hairy Man Rd) Bridge Rail Rehab



Under Construction / Bidding

- 1.14 O'Connor Extension
- 1.18 O'Connor Overpass at SH 45

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.19 RM 620: Cornerwood Dr to Wyoming Springs

CR 111 - Westinghouse Rd. (Hewlett Loop to FM 1460)**Project No. 08WC608**

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/16/2010		730	60	790	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	10
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	14
5	10/1/2008	10/31/2008	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	17
6	11/1/2008	11/30/2008	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	21
7	12/1/2008	12/31/2008	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	25
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	29
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	33
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	37
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	40
12	5/1/2009	5/31/2009	31	\$226,555.61	\$3,638,900.91	\$11,923.98	\$191,521.10	65	44
13	6/1/2009	6/30/2009	30	\$249,244.85	\$3,888,145.76	\$13,118.15	\$204,639.25	69	48
14	7/1/2009	7/31/2009	31	\$332,593.17	\$4,220,738.93	\$17,504.90	\$222,144.15	75	52
15	8/1/2009	8/31/2009	31	\$245,723.19	\$4,466,462.12	\$12,932.80	\$235,076.95	79	56
16	9/1/2009	9/30/2009	23	\$296,925.12	\$4,763,387.24	\$15,627.64	\$250,704.59	84	59
17	10/1/2009	10/31/2009	14	\$135,901.82	\$4,899,289.06	\$7,152.73	\$257,857.32	78	61
18	11/1/2009	11/30/2009	30	\$144,217.19	\$5,043,506.25	\$7,590.38	\$265,447.70	80	64
19	12/1/2009	12/31/2009	31	\$77,935.90	\$5,121,442.15	\$4,101.89	\$269,549.59	81	68
20	1/1/2010	1/31/2010	31	\$54,006.73	\$5,175,448.88	\$2,842.46	\$272,392.05	82	72
21	2/1/2010	2/28/2010	28	\$7,264.88	\$5,182,713.76	\$382.36	\$272,774.41	82	76
22	3/1/2010	3/31/2010	31	\$178,526.02	\$5,361,239.78	\$9,396.11	\$282,170.52	85	80
23	4/1/2010	4/30/2010	30	\$722,864.30	\$6,084,104.08	\$38,045.48	\$320,216.00	97	84
24	5/1/2010	5/31/2010	31	\$31,296.10	\$6,115,400.18	\$1,647.17	\$321,863.17	97	87
25	6/1/2010	6/30/2010	16	\$215,437.16	\$6,330,837.34	-\$192,662.41	\$129,200.76	97	89
26	7/1/2010	8/31/2010	N/A	\$16,903.14	\$6,347,740.48	\$344.96	\$129,545.72	97	-
27	5/1/2011	5/31/2011	N/A	\$4,485.46	\$6,352,225.94	\$91.54	\$129,637.26	97	-

9/30/2011 Comments - All punchlist items have been completed. The Certificate of Completion and the Balancing Change Order are being prepared. Final as-builts have been received and accepted as complete.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/23/2008	6,660.00	6,660.00

4D: Third Party Accommodation. Other. The Contractor installed permanent fencing along the ROW per an agreement made with the Property owner of Parcel 21 (NNP-Tera Vista. LP) and Williamson County prior to construction. The Contractor was also directed to install temporary fencing on Parcel 3 to keep the property owner's cows off of the ROW.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/7/2008	100,144.67	106,804.67

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). The property owner agreed to donate the ROW in exchange for the work associated with this Change Order: the installation of steel sleeve encasements for future utilities, the upgrade of existing driveways, and the addition of new driveways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/10/2009	42,796.26	149,600.93

3F: County Convenience. Additional work desired by the County. An additional turn lane/median opening and a street stub-out is being added at the TeraVista Track. 1B: Design Error or Omission. Other. Erosion control items are being added that were left out of the original plan sheets. These items include topsoil, seeding, and rip rap for the median noses in all of the proposed median islands.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/30/2009	2,760.00	152,360.93

2J: Differing Site Conditions (unforeseeable). Other. In order to complete the driveway installation at sta. 77+50, it was necessary to remove an existing entrance with gates. This change order accounts for costs incurred by the Contractor to replace the entrance.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/3/2009	-92,636.54	59,724.39

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3H: County Convenience. Cost savings opportunity discovered during construction. After additional testing on the existing subgrade, it was determined that the lime treatment original specified was not necessary. With the Engineer's and the County's concurrence, the Contractor opted to undercut the existing subgrade by 8 inches and placed flex base in lieu of the 8 inches of lime treated subgrade.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/8/2009	16,730.56	76,454.95

4B: Third Party Accommodation. Third party requested work: The Developer requested the installation of additional driveways and gates on the Madison Property. The Developer has submitted payment to Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	5/8/2009	2,400.00	78,854.95

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility. The Contractor relocated an existing Flush Valve Hydrant that was in conflict with the proposed rip rap slope on the NW corner of Park Central Drive.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	10/20/2009	686,352.92	765,207.87

3F: County Convenience. Additional work desired by the County. This Change Order accounts for additional costs associated with widening and realigning the FM 1460 Intersection at Westinghouse Rd. Sixty (60) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/4/2010	5,000.00	770,207.87

3E: County Convenience. Reduction of future maintenance. This Change Order accounts for costs associated with the constructions of an underdrain from the median nose just east of Park Central to the south side of the roadway, including a tie-in to the storm drain system.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	6/23/2010	2,696.75	772,904.62

4B: Third Party Accommodation. Third party requested work. This change order provides payment for additional work by the Contractor to build a new driveway at Sta 58+50. The County has agreed to build a dirt driveway and construct a curb cut, while the property owner will be responsible for placing base on the driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	1,510.00	774,414.62

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order provides payment for additional work by the Contractor to install a 6-strand barbed wire fence at the ROW boundary across the new driveway at Sta 66+00 EB.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	5/13/2011	4,577.00	778,991.62

3M: County Convenience. Other. As required by Item 585, this change order adds a pay item to adjust the amount of compensation to be paid to the Contractor in proportion to the ride quality of the final asphalt surface on the project.

Adjusted Price = \$6,643,045.56

S.E. Inner Loop @ FM 1460**Project No. 09WC708**

Original Contract Price = \$889,492.48

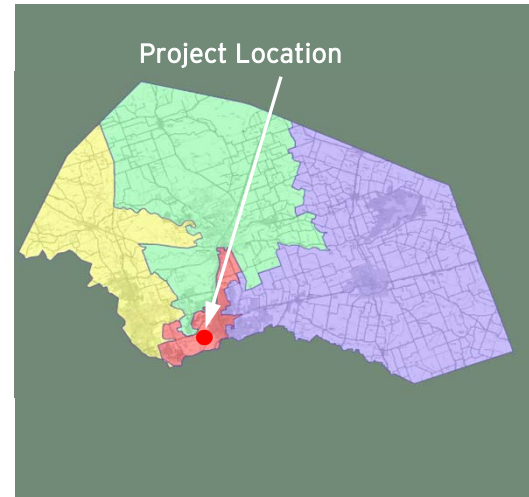
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/25/2009	4/21/2009	5/22/2009	6/1/2009	11/5/2009		163	0	163	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	6/1/2009	6/30/2009	30	\$102,851.51	\$102,851.51	\$11,427.95	\$11,427.95	13	18
2	7/1/2009	7/31/2009	31	\$79,130.70	\$181,982.21	\$8,792.30	\$20,220.25	23	37
3	8/1/2009	8/31/2009	31	\$161,496.94	\$343,479.15	\$17,944.10	\$38,164.35	43	56
4	9/1/2009	9/30/2009	30	\$178,603.64	\$522,082.79	\$19,844.85	\$58,009.20	65	75
5	10/1/2009	10/31/2009	31	\$302,954.22	\$825,037.01	-\$41,171.71	\$16,837.49	95	94
6	11/1/2009	11/30/2009	5	\$40,139.30	\$865,176.31	\$819.17	\$17,656.66	99	97

9/30/2011 Comments - JO'B Site Construction has gone out of business and defaulted on the remaining punch list work items. The GEC is coordinating with Williamson County, who is corresponding with the bonding company. The GEC is also coordinating with TxDOT to determine what will be required in the ditches along FM 1460.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/27/2009	-77.88	-77.88

2G: Differing Site Conditions. Unadjusted utility (unforeseeable): The plans originally called for 3-inch PVC Conduit. However, the proposed 3-inch PVC Conduit will not fit into the electrical service and, at the Contractor's request, is being revised to 2-inch PVC Conduit.

Adjusted Price = \$889,414.60



O'CONNOR DRIVE EXTENSION (RM 620 to North of SH 45)

Project Length: 1.4 Miles
Roadway Classification: Urban Arterial
Roadway Section: Four-lane divided
Structures: One five-lane bridge and one bridge-class culvert

Project Schedule: April 2011 - April 2012
Estimated Construction Cost: \$5.8 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: Dan Williams Construction Company (DWCO) constructed forms for Bent cap 8 and Subcontractor Breda tied the reinforcing steel cage for the cap. DWCO installed pipe runners at ends of cross drainage structures. North of RM 620 on O'Connor and Great Oaks, the contractor cleaned up the work areas. Subcontractor DIJ placed final pavement markings.

9/16/2011: DWCO poured Bent cap 8 and installed 24 inch storm sewer pipe across O'Connor near RM 620. The Contractor continues to excavate and place embankment material at various locations on the project. DWCO completed processing the first course flex base on the northbound roadway and began placing second course flex base.

9/23/2011: DWCO began post tensioning the bents and poured bearing seats on Bent 7. The Contractor continues to compact and finish subgrade and place flex base for the northbound and southbound roadways in various locations.

9/30/2011: DWCO post tensioned Bents 7 and 8, formed and poured all of the bearing seats on Bent 8, and set the bridge beams on the entire structure. The Contractor delivered and processed first and second course flex base and graded the area under the bridge south of the creek.



Design Engineer: Klotz Associates
Contractor: Dan Williams Company
Construction Observation:
Greg Jenkins, HDR

Williamson County
Road Bond Program



PRIME
STRATEGIES,
INC.

O'Connor Drive Extension (RM 620 to SH 45)**Project No. 11WC906**

Original Contract Price = \$5,742,529.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/15/2010	2/8/2011	4/4/2011	4/6/2011	4/12/2012		365	0	365	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	17	\$286,628.40	\$286,628.40	\$31,847.60	\$31,847.60	6	5
2	5/1/2011	5/31/2011	31	\$560,496.09	\$847,124.49	\$62,277.34	\$94,124.94	16	13
3	6/1/2011	6/30/2011	30	\$402,076.47	\$1,249,200.96	\$44,675.17	\$138,800.11	24	21
4	7/1/2011	7/31/2011	31	\$484,153.08	\$1,733,354.04	\$53,794.78	\$192,594.89	33	30
5	8/1/2011	8/31/2011	31	\$248,273.47	\$1,981,627.51	\$27,585.94	\$220,180.83	38	38
6	9/1/2011	9/30/2011	30	\$1,380,757.82	\$3,362,385.33	-\$43,213.18	\$176,967.65	61	47

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/4/2011	7,113.00	7,113.00

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order provides payment to the Contractor to relocate the existing safety lighting (2 poles) and conduit to a new location out of the way of the roadway improvements in the newly reconstructed center median on O'Connor Drive, north of RM 620.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/19/2011	15,000.00	22,113.00

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds the requirements of Item 420.4.14, Concrete Structures, Mass Placements to the contract. This work will be tracked and paid by force account.

Adjusted Price = \$5,764,642.92

CR 174 (Hairy Man Rd.) @ Brushy Creek**Project No. 11WC911**

Original Contract Price = \$186,373.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/23/2011	4/6/2011	5/19/2011	5/19/2011	6/21/2011		30	0	30

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	5/19/2011	5/31/2011	8	\$91,654.20	\$91,654.20	\$10,183.80	\$10,183.80	55	27
2	6/1/2011	6/30/2011	22	\$94,888.90	\$186,543.10	-\$10,183.80	\$0.00	100	100

9/30/2011 Comments - The Certificate of Completion was issued effective 6/30/2011. The Balancing Change Order has been executed and the final pay estimate for retainage release has been processed and submitted to the County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/19/2011	170.00	170.00

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). Adjustment of quantities to match field conditions.

Adjusted Price = \$186,543.00

PRECINCT 2

COMMISSIONER LONG

Under Construction / Bidding

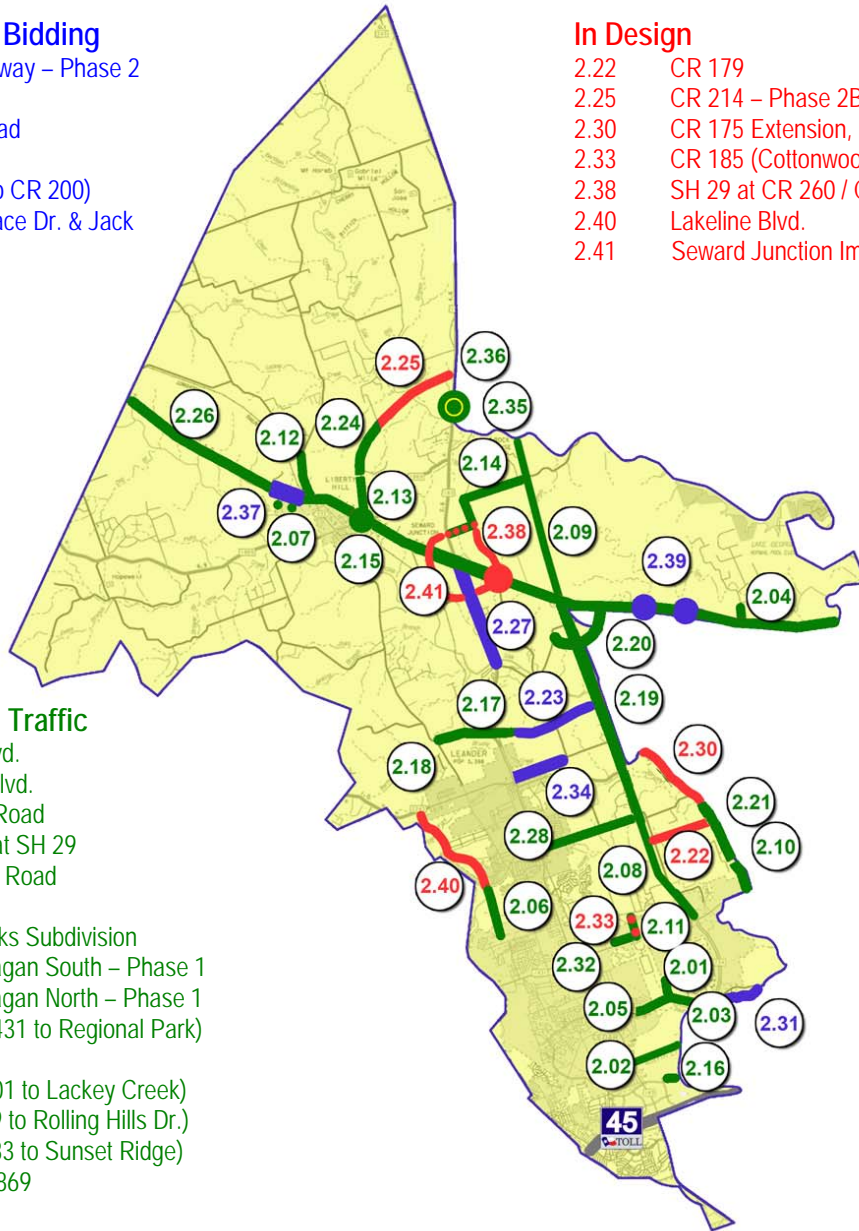
- 2.23 San Gabriel Parkway – Phase 2
- 2.27 US 183
- 2.31 Brushy Creek Road
- 2.34 Hero Way
- 2.37 SH 29 (CR 277 to CR 200)
- 2.39 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

In Design

- 2.22 CR 179
- 2.25 CR 214 – Phase 2B
- 2.30 CR 175 Extension, Phase 2B
- 2.33 CR 185 (Cottonwood Trail)
- 2.38 SH 29 at CR 260 / CR 266
- 2.40 Lakeline Blvd.
- 2.41 Seward Junction Improvements Study

Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.02 Avery Ranch Blvd.
- 2.03 Brushy Creek Road
- 2.04 Cedar Hollow at SH 29
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd.
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (FM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 SH 29 at FM 1869
- 2.16 Lakeline Blvd.
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension Phase 2A
- 2.24 CR 214 – Phase 2A
- 2.26 SH 29 Improvements Study & Schematic
- 2.28 CR 272
- 2.32 RM 1431
- 2.35 US 183 @ FM 3405 Traffic Signal
- 2.36 US 183 @ FM 3405 Left Turn Lanes



Ronald Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)
Project No. 05WC324

Original Contract Price = \$15,857,326.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/17/2005	9/27/2005	1/13/2006	1/23/2006	9/17/2008		540	212	752	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2005	11/30/2005	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0
2	12/1/2005	12/31/2005	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0
3	1/1/2006	1/31/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33
12	10/1/2006	10/31/2006	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38
13	11/1/2006	11/30/2006	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58
15	4/1/2007	4/30/2007	31	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62
16	5/1/2007	5/31/2007	23	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	65
17	6/1/2007	7/31/2007	14	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	67
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	71
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	75
20	10/1/2007	10/31/2007	31	\$1,258,832.28	\$10,417,142.98	-\$469,076.61	\$548,513.49	77	79
21	11/1/2007	11/30/2007	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	83
22	12/1/2007	12/31/2007	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	87
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	91
24	2/1/2008	2/29/2008	13	\$789,217.12	\$13,147,345.81	-\$381,980.87	\$268,689.77	94	93
25	3/1/2008	3/31/2008	16	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	95
26	4/1/2008	5/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-
27	6/1/2008	6/30/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-
28	7/1/2009	8/31/2009	N/A	\$246,514.59	\$13,844,159.17	\$5,030.91	\$282,910.45	99	-
29	9/1/2009	9/30/2009	N/A	\$247,467.35	\$14,091,626.52	-\$141,224.56	\$141,685.89	100	-
30	11/1/2009	12/3/2009	N/A	\$174,653.12	\$14,266,279.64	-\$125,358.86	\$16,327.03	100	-
31	1/1/2010	1/31/2010	N/A	\$15,975.00	\$14,282,254.64	\$0.00	\$16,327.03	100	-

9/30/2011 Comments - The Contractor has completed all items added under Change Order No. 24. The GEC will resume Project Close-Out and is coordinating with the Contractor on a release of retainage pay request. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/14/2006	-2,114,062.05	-2,114,062.05

3C - County Convenience. Implementation of a Value Engineering finding. Pavement design was changed to a 2.5" TY C HMA over a 15" Flexible Base section for the main lanes. Due to change in pavement design, excavation & embankment quantities were also revised.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/14/2006	-192,122.88	-2,306,184.93

3C - County Convenience. Implementation of a Value Engineering finding. As a result of the value engineering process, unit prices for the 6x3 and 7x3 box culvert items were adjusted as mutually agreed to by Williamson County and Ranger Excavating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/18/2006	12,444.00	-2,293,740.93

2J - Differing Site Conditions (unforeseeable) (other). A residence within the ROW that was scheduled for demolition was found to have asbestos. Extra expenses were incurred by the Contractor for asbestos removal.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/11/2006	128,440.00	-2,165,300.93

6D. Untimely ROW/Utilities. Other. Steel encasement pipe for future waterline for the City of Leander added at sta. 227+10, sta. 241+70, sta. 262+00, sta. 262+10. Utility plans were not incorporated into PS&E at the time of letting.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/5/2006	111,179.80	-2,054,121.13

1A: Design error or Omission. Incorrect PS&E. Original plans did not account for the channel crossing at the proposed driveway location. A box culvert was added for the drainage design. Fifteen (15) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	8/17/2006	8,493.37	-2,045,627.76

2C: New Development - Conditions changing after PS&E completed. 2D: Environmental Remediation. During the clearing and grubbing of ROW, two abandoned water wells and one abandoned septic tank were discovered and needed to be properly removed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	8/29/2006	59,041.60	-1,986,586.16
4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. Fifteen (15) days were added to			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	9/5/2006	218,894.00	-1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. Thirty (30) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	2/7/2007	8,360.00	-1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	3/27/2007	205,000.00	-1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	3/21/2007	10,577.00	-1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	4/20/2007	2,530.00	-1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	7/5/2007	-12,050.34	-1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	7/12/2007	81,502.00	-1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	9/17/2007	4,010.38	-1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	8/15/2007	29,117.00	-1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	10/31/2007	7,424.20	-1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	11/19/2007	0.00	-1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	1/8/2008	15,628.50	-1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	1/30/2008	24,887.96	-1,390,705.46

2J: Differing Site Conditions. Other. This change order provides compensation for the extra time and work associated with revisions to mitigate the groundwater problem in the northbound lanes of Reagan Blvd, following the same strategy developed for the southbound lanes of Reagan Blvd under Change Order No. 16. 4B: Third Party Accommodation. Third Party Requested Work. Provides compensation for the removal of entrance walls and capping gate columns on the Fisher property. 3F: County Convenience. Additional work required by the County. Provides compensation for removal of Parmer Ln sign at the intersection of Reagan Blvd and RM 2243. Seven (7) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	1/29/2008	106,465.66	-1,284,239.80

2J: Differing Site Conditions. Other. Change Order #16 (attached) added ninety-three (93) days to the Contract schedule. The change in the Contract schedule delayed the Contractor's planned paving schedule. As a result of the delay, the Contractor was unable to hold the bid prices for asphalt materials. This Change Order provides for a fair and equitable price increase for asphalt material items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	7/8/2008	8,930.00	-1,275,309.80

3M: County Convenience. Other. Property owner's fence was located in the middle of the new ditch line. To prevent future damage to the fence, it was moved into the County's ROW and a water gap was installed. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions. In order to maintain the proper slope at certain driveways, the Contractor demoed SET's and extended driveway pipes to accommodate wider driveways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	TBD	TBD	-1,275,309.80

This Change Order (the balancing change order) will be revised and processed after all work added under Change Order No. 24 is completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	9/22/2009	158,657.05	-1,116,652.75

3F: County Convenience. Additional Work Desired by the County. Additional erosion control work is required at the South Fork of the San Gabriel River. The revised plans will meet TCEQ guidelines.

Adjusted Price = \$14,740,673.79

CR 175, Ph. 2A Extension (Regional Park to Creekside Meadows)
Project No. 09WC707

Original Contract Price = \$1,854,291.16

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/21/2009	2/3/2009	4/20/2009	7/6/2009	1/28/2010		180	27	207	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	4/20/2009	5/12/2009	0	\$43,970.99	\$43,970.99	\$4,885.67	\$4,885.67	3	0
2	5/12/2009	6/30/2009	0	\$396,055.07	\$440,026.06	\$44,006.11	\$48,891.78	26	0
3	7/1/2009	7/31/2009	26	\$213,429.04	\$653,455.10	\$23,714.34	\$72,606.12	39	13
4	8/1/2009	8/31/2009	31	\$250,681.21	\$904,136.31	\$27,853.47	\$100,459.59	53	28
5	9/1/2009	9/30/2009	30	\$162,098.59	\$1,066,234.90	-\$44,341.96	\$56,117.63	60	42
6	10/1/2009	10/31/2009	31	\$53,846.74	\$1,120,081.64	\$2,834.03	\$58,951.66	63	57
7	11/1/2009	11/30/2009	30	\$244,706.53	\$1,364,788.17	\$12,879.30	\$71,830.96	76	71
8	12/1/2009	12/31/2009	31	\$55,411.74	\$1,420,199.91	\$2,916.40	\$74,747.36	79	86
9	1/1/2010	1/31/2010	27	\$344,508.49	\$1,764,708.40	-\$38,732.90	\$36,014.46	96	100
10	5/1/2010	5/31/2010	N/A	\$6,335.11	\$1,771,043.51	\$129.28	\$36,143.74	96	100
11	7/1/2010	7/31/2010	N/A	\$20,359.00	\$1,791,402.51	\$415.49	\$36,559.23	97	100
12	8/1/2010	8/31/2010	N/A	\$1,491.17	\$1,792,893.68	\$30.43	\$36,589.66	97	100
13	11/1/2010	11/30/2010	N/A	\$13,602.77	\$1,806,496.45	\$277.61	\$36,867.27	98	100
14	12/1/2010	12/31/2010	N/A	\$4,139.52	\$1,810,635.97	\$84.48	\$36,951.75	98	100

9/30/2011 Comments - Ribbon Cutting Ceremony was held on 2/12/10. All punch list items are complete except grass growth. RGM has completed the reworking on the ditches and the additional erosion controls installations. Due to ongoing drought conditions, the County will accept the stabilization measures and vegetation as is in lieu of full vegetative establishment and payment for continued watering operations. The County will assume responsibility for final vegetative establishment. The Balancing Change Order has been developed and is being processed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/23/2009	-4,029.24	-4,029.24

3: County Convenience. 3E: Reduction of future maintenance. 3H: Cost savings opportunity discovered during construction. At both proposed culverts, the rip rap item has been changed from common rock rip rap to concrete rip rap.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/23/2009	17,615.43	13,586.19

4B: Third Party Accommodation. Third party requested work. Adding six (6) 4-inch conduits at a total of 1,320 LF for PEC, AT&T, and Time Warner.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/11/2009	2,700.00	16,286.19

2J: Differing Site Conditions. Other This change order accounts for adding removable striping to the project for the detour just south of the actual proposed roadway tie-in. This striping application can be removed without damaging the existing pavement surface.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/27/2009	1,881.40	18,167.59

4B: Third Party Accommodation. Third party requested work. This Change Order accounts for costs associated with the installation 300 feet of 4-inch PVC sleeves for future irrigation for the Parkside subdivision.

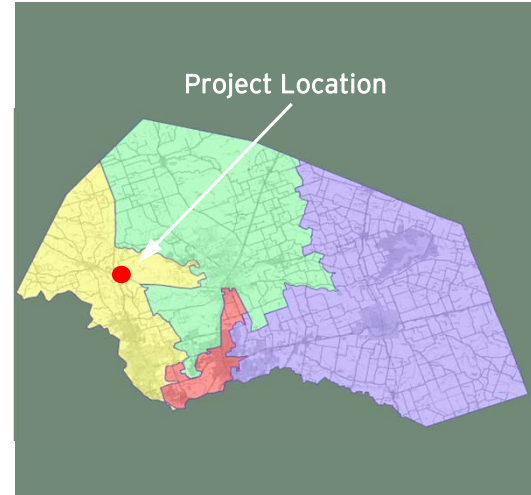
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/23/2010	1,947.84	20,115.43

1A: Design Error or Omission. Incorrect PS&E. A signal head was added at the intersection of CR 175 and Perry Mayfield for the northbound traffic. Twenty-seven (27) days were added to the Contract schedule to account for the delay encountered while the Engineer developed a solution for the lack of cover over Culverts #1 and #2 on the northbound lanes.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	12/10/2010	10,324.00	30,439.43

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. The erosion control devices that were installed per plan were washed out and the ditchlines were eroded from the severe rain event in September 2010. The devices need to be removed and replaced, along with adding an additional erosion control blanket and reseeding the area.

Adjusted Price = \$1,884,730.59



PASS THROUGH FINANCING PROJECT US 183

(Riva Ridge Road to SH 29)

Project Length: 4.3 Miles

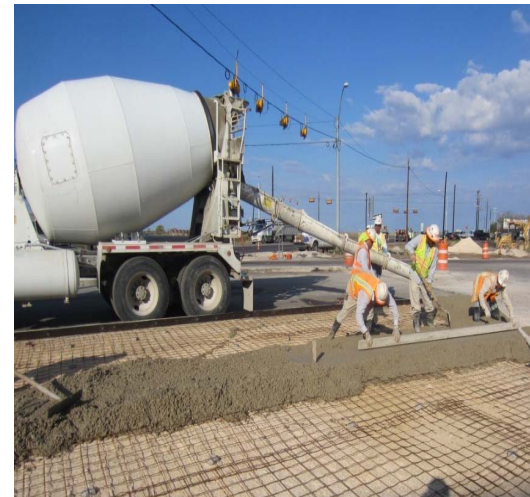
Roadway Classification: Principal Arterial

Roadway Section: Four-lane divided with shoulders and a wide median for future transportation corridor

Structures: Two four-lane bridges and bridge class culverts

Project Schedule: December 2009 - December 2012

Estimated Construction Cost: \$15.5 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: Dan Williams Construction Company (DWCO) excavated to subgrade, prepared subgrade, and began placing flex base on the southbound widening from the southbound tie-in to Detour 1. The Contractor demolished both the islands at Exxon and the adjacent existing right turn lane. Subcontractor G Carter drilled the foundations for the two traffic counters.

9/16/2011: DWCO is processing flex base for the right turn lane at Exxon and on the Mourning Dove tie-in to the northbound lanes. G Carter is installing conduits for the signals at US 183 and SH 29. APAC is milling for the crown correction from the detour to Whitewing on the southbound lanes.

9/23/2011: DWCO finished processing the flex base and APAC paved the right turn lane from SH 29 onto northbound US 183. DWCO is forming and placing concrete curb and rip rap for the islands at Exxon. APAC paved the crown correction on the northbound lanes north of SH 29 on the outside lanes.

9/30/2011: DWCO processed flex base on the driveway to Pond 2. The Contractor moved traffic on the northbound lanes and APAC milled the existing inside southbound lanes from Mourning Dove to SH 29. APAC paved the outside southbound lanes from the detour to the bridge.



Design Engineer: Dannenbaum
Contractor: Dan Williams Company
Construction Inspection: HDR

Williamson County
Pass Through Financing Program



PRIME
STRATEGIES,
INC.

PASS THROUGH FINANCING: US 183 (Riva Ridge Rd to SH 29)
Project No. 09WC720 TxDOT CSJ: 0151-04-063

Original Contract Price = \$14,677,727.84

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/24/2009	8/25/2009	12/21/2009	12/23/2009	12/18/2012		627	0	627
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	12/21/2010	12/31/2010	0	\$135,503.26	\$135,503.26	1	0
	2	1/1/2010	1/31/2010	0	\$519,553.82	\$655,057.08	4	0
	3	2/1/2010	2/28/2010	0	\$336,428.93	\$991,486.01	6	0
	4	3/1/2010	3/31/2010	0	\$1,038,867.35	\$2,030,353.36	13	0
	5	4/1/2010	4/30/2010	0	\$1,182,431.16	\$3,212,784.52	21	0
	6	5/1/2010	5/31/2010	0	\$524,006.54	\$3,736,791.06	24	0
	7	6/1/2010	6/30/2010	8	\$488,883.31	\$4,225,674.37	27	1
	8	7/1/2010	7/31/2010	21	\$531,298.23	\$4,756,972.60	31	5
	9	8/1/2010	8/31/2010	22	\$1,365,257.56	\$6,122,230.16	40	8
	10	9/1/2010	9/30/2010	21	\$668,797.43	\$6,791,027.59	44	11
	11	10/1/2010	10/31/2010	22	\$431,568.09	\$7,222,595.68	47	15
	12	11/1/2010	11/30/2010	21	\$830,315.07	\$8,052,910.75	52	18
	13	12/1/2010	12/31/2010	22	\$392,245.23	\$8,445,155.98	55	22
	14	1/1/2011	1/31/2011	20	\$475,168.87	\$8,920,324.85	58	25
	15	2/1/2011	2/28/2011	22	\$583,560.35	\$9,503,885.20	61	29
	16	3/1/2011	3/31/2011	23	\$935,998.66	\$10,439,883.86	67	32
	17	4/1/2011	4/30/2011	21	\$915,360.63	\$11,355,244.49	73	36
	18	5/1/2011	5/31/2011	21	\$293,898.01	\$11,649,142.50	75	39
	19	6/1/2011	6/30/2011	22	\$384,991.77	\$12,034,134.27	78	42
	20	7/1/2011	7/31/2011	20	\$248,589.58	\$12,282,723.85	79	46
	21	8/1/2011	8/31/2011	23	\$389,024.74	\$12,671,748.59	82	49
	22	9/1/2011	9/30/2011	21	\$374,029.87	\$13,045,778.46	84	53

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/4/2010	\$39,057.66	39,057.66

1B: Design Error or Omission. Other. Existing water lines have been identified at nine locations requiring relocation from newly acquired ROW to private property. The lines are required to be cased when crossing under the proposed new roadway. Additionally, the existing meters will need to be relocated onto private property. In the existing condition the water meters are inside the right of way with private waterlines above ditch lines or within the pavement section.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/19/2010	\$1,250.00	40,307.66

1B: Design Error or Omission. Other. Plans required 5 foot long core holes in each Abutment and Bent location of the two bridges to confirm bearing materials (Sheet No. S of the General Notes). Payment is set by Standard Specifications, Item 416.5.C at \$125 each. No bid item was included for this activity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/17/2010	\$25,000.00	65,307.66

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This change order will add a bid item to cover expenses associated with reimbursement for Law Enforcement when required by the Construction Inspector during certain construction activities. Payment for this bid item will be made based on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	6/23/2010	\$25,000.00	90,307.66

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the Contractor for maintenance, repair, or reinstallation of erosion control devices and features which are not subsidiary to pertinent items. No bid item(s) was included for these activities. The change order is as described in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 506.6 Temporary Erosion, Sedimentation, and Environmental Controls, Payment, and Article 9.5, Force Account.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/1/2010	\$78,417.60	168,725.26

1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. This change order provides payment to reimburse the Contractor for costs associated with constructing the revised Retaining Wall C (Rock Nailed/Facia) located at the southern terminus of the project limits. New design details and additional components typically supplied by TxDOT were added to the design of the Rock Nail Wall. This redesign will require the pre-cast facia panel fabricator to redesign the wall panel layout and recast new panels to replace those that are unusable. Quantities of rock nails, Class C miscellaneous concrete and anti-graffiti coating are being adjusted per the reduction overall square footage of the wall.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	1/26/2011	5,548.91	174,274.17

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the Contractor for costs associated with constructing special shoring for the bore pit of box culvert CC-5 adjacent to SH 29. 2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This change order provides payment to reimburse the Contractor for additional costs associated with the Mourning Dove Lane reconstruction detour.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	2/11/2011	56,647.61	230,921.78

2E: Differing Site Conditions. Miscellaneous differences in site conditions (unforeseeable). This change order provides payment to reimburse the Contractor for costs associated with addressing unanticipated soil conditions in Parcel 1. The work items included construction of a French drain, over-excavating the area and replacing the upper layer of high plasticity materials with low plasticity materials directly under the pavement section, and pumping water from the over-excavation of saturated clays until the French drain was in service.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	2/11/2011	2,061.71	232,983.49

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the Contractor for costs associated with constructing Water Quality Pond No. 3. The pond was originally excavated using 100% submittal construction plans. After the pond was excavated, it was determined the plans had not been updated with revised offsets to allow for the HazMat Trap linear trench that was added.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	2/11/2011	5,063.90	238,047.39

2J: Differing Site Conditions (unforeseeable). Other. This change order provides payment to reimburse the Contractor for costs associated with the removal and repair of Metal Beam Guard Fence at the southeast corner of the existing South San Gabriel River bridge, which was damaged by a errant driver on August 2,

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	2/11/2011	-10,227.50	227,819.89

3H: County Convenience. Cost savings discovered during construction. The originally designed pavement sections for driveways required 2 inches of Stone Matrix Asphalt (SMA) as a surface layer. It was determined that Type C Hot Mix Asphalt Concrete could be substituted at a cost savings, while providing a more typical pavement section for the driveways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	2/11/2011	13,768.16	241,588.05

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The original bore for the 30 inch encasement pipe for Waterline C had to be abandoned under CR 263 due to relocation of Waterline C 19 LF to the east to avoid the new construction crossing underneath the existing live waterline near the Mourning Dove intersection. Relocation of the CR 263 encasement would be safer and more cost efficient as it is a straight linear segment, and does not require additional fittings or hand excavation under the existing waterline.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	2/11/2011	235,322.81	476,910.86

1A: Design Error or Omission; Incorrect PS&E. This change order compensates the Contractor for the work associated with the placement of hot mix asphalt concrete and embankment for temporary pavement on the project. The contract documents have no provisions for payment of construction of the required temporary pavement. These are plan items that were inadvertently omitted from the bid quantities by the design engineer, not additional work added after construction commenced.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	3/8/2011	15,366.89	492,277.75

3F: County Convenience. Additional work desired by the County. To improve northbound traffic flow, a left turn bay will be added to the Signal Hill Northbound Detour. The addition of the left turn bay will be accomplished by revising striping to shift the two northbound lanes to the east. The change order cost includes all items to place the striping back to its original configuration at the time the detour is removed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	4/8/2011	1,824.60	494,102.35

4B: Third Party Accommodation. Third Party requested work. This change order is to compensate the Contractor for placing a six inch thick cap over an existing 18" waterline in the west ditch line. The cap is required by CTSUD, where they have determined the new ditch lines do not provide the 36 inches of cover they require and will allow the 18" waterline to remain in place without being lowered.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	4/8/2011	19,950.00	514,052.35

3I: County Convenience. Implementation of improved technology or better process. This change order will compensate the Contractor for installing soil retention blankets to further strengthen and supplement the erosion control measures on the project. The original contract SW3P plans did not include the use of soil retention blankets.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	5/5/2011	8,337.84	522,390.19

1A: Design Error or Omission. Incorrect PS&E. This change order will compensate the Contractor to salvage, install and remove box culverts at the south end of the new double 24" RCP cross culvert under the new Mourning Dove Lane crossover, including replacing the pavement temporarily to maintain access.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/13/2011	28,718.48	551,108.67

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order compensates the Contractor for repairing, lowering and encasing a portion of a CTSUD waterline damaged during construction of Detour 1. The existing 12" waterline location and elevation was in conflict with both the flowline of the ditches for the Detour and the subgrade under the Detour 1 pavement.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/24/2011	1,384.23	552,492.90

1B: Design Error or Omission. Other. This change order is to compensate the Contractor by lump sum for the reconstruction of the American Dream RV driveway on Crider Lane, which was inadvertently left out of the design plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	5/24/2011	17,868.14	570,361.04
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Detour 1 was widened to four lanes and traffic was switched to two-way in order to avoid conflicts with AT&T. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order is to compensate the Contractor for detour changes associated with River Run, Detour 2, Signal Hill, and Detour 1. Changes included the reduction of pavement thickness, the lengthening of the RCP, and the addition of modified MBGF and box culverts.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	5/24/2011	18,810.49	589,171.53
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order is to compensate the Contractor for additional temporary signs and traffic control devices necessary for added Traffic Control Plan Phase 2, Steps 4 and 5.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	5/25/2011	36,654.00	625,825.53
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order is to compensate the Contractor for relocating the existing CTSUD 18-inch Waterline between Structures 4 and 5 that was found to be in conflict with the drainage ditchline.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	5/26/2011	34,265.85	660,091.38
4B: Third Party Accommodation. Third Party requested work. This change order provides payment to the Contractor for work and materials needed to remove the existing illumination and to install the revised illumination. CTRMA requested changes to the illumination plans for the intersection of US 183 and South Gabriel Drive/Green Valley Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	5/24/2011	11,264.05	671,355.43
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order is to compensate the Contractor for pavement striping related work items due to delays in utility adjustments and unknown utility conflicts which necessitated revisions to the Traffic Control Plans, including the installation of work zone, water based, non-removable striping, arrows, words, and yield triangles. Also included is the addition of removable arrows and words markings.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	6/24/2011	15,057.00	686,412.43
1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to the Contractor for work to add an encasement pipe to Waterline D under the entrance to First Texas Bank and to relocate the water service. These items were inadvertently left out of the original design plans.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
25	8/19/2011	17,325.00	703,737.43
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for the construction of Waterline I, which was not included in the original project plans. Waterline I is a portion of the existing 18-inch CTSUD waterline found to be in conflict with the drainage ditch grades in front of Water Quality Pond No. 3.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
26	8/19/2011	2,542.57	706,280.00
1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for additional excavation necessary for the construction of Retaining Wall C due to changes to the original design plans. The final design plan for Retaining Wall C (revised Plan Sheet 310) was issued after the construction contract had been awarded.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
27	8/19/2011	3,721.69	710,001.69
2G: Differing site conditions. Unadjusted Utility, (unforeseeable) This change order is compensate the contractor for work to install a 12" water line valve to an water line that was in conflict with the project grading. This allowed the owner to abandon the water line in conflict so the contractor could remove it. The owner provided the 12" valve, but additional items were required. This change order provides a lump sum for the labor, equipment and material required.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
28	8/19/2011	864.69	710,866.38
2I: Differing Site Conditions (unforeseeable). Additional Safety Concerns (unforeseeable). This change order is to compensate the contractor for work associated with the removal, and replacement of a crash cushion that was damaged by a vehicle on or about 12-16-10. A police report is available for the accident.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
29	8/19/2011	9,664.52	720,530.90
2I: Differing Site Conditions (unforeseeable). Additional Safety Needs (unforeseeable). This change order is to compensate the contractor for work associated with removing and rebuilding a crash cushion that was damaged by an unknown vehicle on or about 12-4-10.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
30	8/19/2011	1,693.92	722,224.82
2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This change order is to compensate the contractor for work associated with the removal, and rebuild of a crash cushion that was damaged by a vehicle on or about 9-24-10. A police report is available for the accident.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
31	9/13/2011	40,021.92	762,246.74
3F: County Convenience. Additional work desired by the County. This change order provides for the installation of permanent traffic counters to quantify traffic on Northbound and Southbound US 183 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
32	9/20/2011	37,975.66	800,222.40

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional pavement striping items required by changes in the phasing of the Traffic Control Plans due to unadjusted utilities. The changes in phasing allowed the Contractor to continue construction and avoid the unresolved utility conflicts. 1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for pavement striping related work items that were not included in the original contract quantities to provide for temporary tabs during SMA paving operations.

Adjusted Price = \$15,477,950.24

CR 214 Phase 2A (Rolling Hills to San Gabriel Ranch Road)
Project No. 09WC723

Original Contract Price = \$1,183,999.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/30/2009	10/13/2009	12/8/2009	12/8/2009	1/7/2011		227	0	227	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2009	11/30/2009	0	\$2,126.46	\$2,126.46	\$236.27	\$236.27	0	0
2	12/1/2009	12/31/2009	0	\$10,980.83	\$13,107.29	\$1,220.10	\$1,456.37	1	0
3	1/1/2010	1/31/2010	0	\$36,651.83	\$49,759.12	\$4,072.42	\$5,528.79	5	0
4	2/1/2010	2/28/2010	0	\$86,671.56	\$136,430.68	\$9,630.17	\$15,158.96	13	0
5	3/1/2010	3/31/2010	0	\$96,350.11	\$232,780.79	\$10,705.57	\$25,864.53	22	0
6	4/1/2010	4/30/2010	0	\$88,166.92	\$320,947.71	\$9,796.33	\$35,660.86	31	0
7	5/1/2010	5/31/2010	0	\$97,359.40	\$418,307.11	\$10,817.71	\$46,478.57	34	0
8	6/1/2010	7/31/2010	37	\$121,881.81	\$540,188.92	\$13,542.42	\$60,020.99	46	16
9	8/1/2010	8/31/2010	31	\$87,795.45	\$627,984.37	\$9,755.05	\$69,776.04	54	30
10	9/1/2010	9/30/2010	30	\$90,230.70	\$718,215.07	\$10,025.63	\$79,801.67	56	43
11	10/1/2010	10/31/2010	31	\$99,855.94	\$818,071.01	\$11,095.11	\$90,896.78	63	57
12	11/1/2010	11/30/2010	30	\$92,871.10	\$910,942.11	\$10,319.01	\$101,215.79	70	70
13	12/1/2010	12/31/2010	31	\$240,285.91	\$1,151,228.02	-\$40,624.84	\$60,590.95	89	84
14	1/1/2011	4/30/2011	0	\$62,865.30	\$1,214,093.32	\$3,308.70	\$63,899.65	94	84
15	5/1/2011	7/25/2011	0	\$38,366.44	\$1,252,459.76	-\$38,339.25	\$25,560.40	97	84
16	8/1/2011	8/30/2011	0	\$25,560.40	\$1,278,020.16	-\$25,560.40	\$0.00	99	84

9/30/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 1/28/2011. All punchlist items are complete except grass growth. Due to ongoing drought conditions, the County will accept additional stabilization measures and existing vegetation in lieu of full vegetation establishment. The County will be responsible for final vegetation establishment. The Balancing Change Order has been executed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/16/2010	-16,500.00	-16,500.00

5E: Contractor Convenience. Other. 3H: County Convenience. Cost savings opportunity discovered during construction. The Contractor requested to use temporary sediment control fence instead of biodegradable erosion control logs in various locations on the Project. Due to the significant savings, the County

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/17/2010	31,143.71	14,643.71

3: County Convenience. 3M: Other. 3E: Reduction of future maintenance. The waterline relocation quantities are being increased to move the existing waterline from under the proposed pavement.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/15/2010	18,762.45	33,406.16

2J: Differing Site Conditions (unforeseeable). Other. This change order accounts for costs associated with the loading and hauling of 18 to 24-inch County-provided rock to the project site. The material was required to stabilize areas that were unsuitable for construction under the proposed roadway and multiple

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	1/1/2011	16,229.10	49,635.26

1B: Design Error or Omission. Other. The original plans did not provide adequate quantities for the specified mow strips. The necessary additional quantities are included in this Change Order and match the mow strip quantities installed per plan by the Contractor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/27/2011	49,944.91	99,580.17

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Contractor over excavated at landfill site after County forces removed the landfill material. The contractor then placed a clay liner, additional topsoil, and soil retention blankets for closure according to the TCEQ requirements. 2J: Differing Site Conditions (unforeseeable). Other. Concrete riprap was placed in lieu of topsoil, soil retention blankets and seeding along the backslope to prevent erosion at the cemetery on the east side of the roadway. A portion of an existing concrete driveway was also removed and replaced since it was in conflict with the proposed edge of pavement at the south tie-in of the project. 2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). Additional traffic control devices were needed for the traffic switch due to field conditions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	6/3/2011	8,712.12	108,292.29

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). A driveway built by the contractor according to the Real Estate Agreement was not included in the original plans since the plans were completed before all of the ROW was purchased. 4B: Third Party Accommodation. Third party requested work. A driveway off of CR 214 was requested by a property owner in order for them to have access the back of their property. Wilco agreed to have the contractor build the driveway per the property owner's request. 2I: Differing Site Conditions. Additional safety needs (unforeseeable): Additional striping and buttons were added to the project. The stop bars were lengthened at Rolling Hills and at the intersection of CR 214 at San Gabriel Ranch Rd. The Contractor also installed additional buttons and 4-in yellow stripes in the gore area at the north end of the project on San Gabriel Ranch Rd.

Adjusted Price = \$1,292,291.32

US 183 at FM 3405 Intersection Improvements
Project No. 10WC805

Original Contract Price = \$379,185.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/19/2009	12/1/2009	3/1/2010	3/11/2010	5/25/2010		90	0	90	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	3/1/2010	3/31/2010	21	\$70,319.79	\$70,319.79	\$7,813.31	\$7,813.31	20	23
2	4/1/2010	6/15/2010	55	\$298,405.71	\$368,725.50	-\$288.30	\$7,525.01	94	84
3	6/15/2011	7/15/2011	0	\$22,971.27	\$391,696.77	\$468.80	\$7,993.81	98	84
4	7/1/2011	8/31/2011	0	\$8,910.31	\$400,607.08	-\$7,993.81	\$0.00	100	84

9/30/2011 Comments - The Certificate of Acceptance was issued on 9/22/2011. The project is complete and the Contract close-out package will be prepared for transmittal to the County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/15/2010	6,698.85	6,698.85

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment for additional work by the Contractor to mill existing patches on US 183 because the elevations of the patches were higher than the proposed finished roadway grades.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/20/2011	10,033.33	16,732.18

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. This changes order provides payment to the Contractor to regrade, reseed, and reinstall the erosion control devices on the project due to a heavy rain event in September 2010.

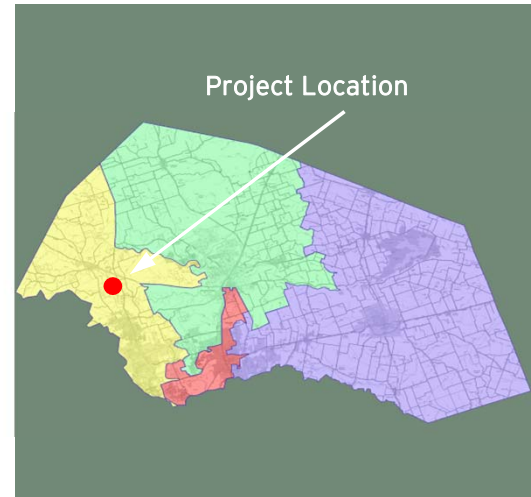
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/24/2011	6,374.01	23,106.19

3M: County Convenience. Other. As required by Item 341, this change order adds a pay item to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the final asphalt produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/4/2011	-1,684.21	21,421.98

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

Adjusted Price = \$400,607.08



HERO WAY

(US 183 to CR 269)

Project Length: 1.3 Miles

Roadway Classification: Urban Collector

Roadway Section: Four-Lane Roadway

Project Schedule: February 2011 - April 2012

Estimated Construction Cost: \$4.2 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: No work performed this week. Subcontractor Greater Austin is scheduled to return on 9/12/11 to complete the splitter box in Pond B.

9/16/2011: Greater Austin formed and poured a 5x3 box to tie Line A into the splitter box in Pond A. The Subcontractor began forming the walls for the splitter box in Pond B.

9/23/2011: Greater Austin completed forming and poured the walls for the splitter box in Pond B. DNT received approval on the concrete paving process submittal and will begin preparations to start lime treatment of the subgrade in October.

9/30/2011: Greater Austin formed and poured the walls for curb inlet B-10 on Line B. The Subcontractor is rubbing and patching the walls on the splitter box in Pond A.



Design Engineer: Pape-Dawson
Contractor: DNT Construction
Construction Observation:
Steven Shull, HNTB Corporation
Kenneth Marek, Williamson County

Williamson County
Road Bond Program



PRIME
STRATEGIES,
INC.

Hero Way (US 183 to CR 269)
Project No. 10WC823

Original Contract Price = \$4,232,522.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/28/2010	12/15/2011		2/3/2011	Spring 2012		365	0	365	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2011	2/28/2011	0	\$188,841.24	\$188,841.24	\$20,982.36	\$20,982.36	5	0
2	3/1/2011	3/31/2011	0	\$184,032.05	\$372,873.29	\$20,448.01	\$41,430.37	10	0
3	4/1/2011	4/30/2011	0	\$152,816.07	\$525,689.36	\$16,979.56	\$58,409.93	14	0
4	5/1/2011	5/31/2011	0	\$174,343.03	\$700,032.39	\$19,371.45	\$77,781.38	19	0
5	6/1/2011	6/30/2011	0	\$409,176.00	\$1,109,208.39	\$45,464.00	\$123,245.38	29	0
6	7/1/2011	7/31/2011	0	\$60,186.25	\$1,169,394.64	\$6,687.36	\$129,932.74	31	0
7	8/1/2011	8/31/2011	0	\$132,146.49	\$1,301,541.13	\$14,682.94	\$144,615.68	34	0
8	9/1/2011	9/30/2011	0	\$37,783.92	\$1,339,325.05	\$4,198.21	\$148,813.89	35	0

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/26/2011	10,399.12	10,399.12

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment to the Contractor for installing woven wire fencing instead of barbed wire fencing due to the type of adjacent livestock. The Contractor will also install additional fencing for the Temporary Grading Easement and three water gaps across Brushy Creek to prevent the livestock from accessing the ROW during construction.

1A: Design Error or Omission. Incorrect PS&E. The contract quantity for Temporary Sediment Control Fence is being increased to match the quantity shown on the SW3P plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/26/2011	-94,751.66	-84,352.54

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	8/2/2011	16,661.05	-67,691.49

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the contract quantity of rip rap to match the designed quantity on the plans and summary sheet. 3H: County Convenience. Cost savings opportunity discovered during construction. The standard for curb inlets was changed from the specified TxDOT San Antonio District Standards to the TxDOT Austin District Standards. The City of Leander concurs with the change in inlet standards.

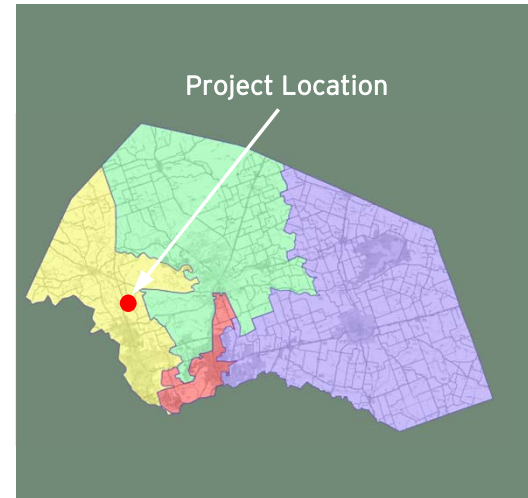
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/2/2011	36,278.03	-31,413.46

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides compensation to the Contractor to expand Pond A and raise the pond elevation due to groundwater that was encountered during excavation to the proposed plan grade. The design of the vertical alignment of Storm Drain Line A was also adjusted. These changes have been approved by TCEQ.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	8/2/2011	550.00	-30,863.46

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides compensation for additional work by the Contractor to cap an existing sanitary sewer line vent pipe, which is located in the middle of the proposed roadway.

Adjusted Price = \$4,201,659.34



SAN GABRIEL PARKWAY, PHASE II (183A TO CR 270)

Project Length: 0.9 Miles
Roadway Classification: Urban Collector
Roadway Section: Two-lane roadway

Project Schedule: April 2011 - November 2011
Estimated Construction Cost: \$1.2 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: Ranger began final grading of the slopes and ditches along the north side of the roadway in preparation for placement of topsoil.

9/16/2011: Ranger is placing topsoil along the north side of the project. The Contractor is also grading along the south side of the project in preparation for placement of topsoil.

9/23/2011: Ranger is continuing to place topsoil along the north side of the project between the west end of the project at 183A and Culvert B.

9/30/2011: Ranger is continuing to place topsoil along the north side of the roadway from Culvert B to CR 270. The Contractor began placing topsoil on the south side of the roadway from 183A to Culvert B. Ranger is fine grading the subgrade behind the curb on the south side of the roadway from CR 270 to Culvert A.



Design Engineer: Malone/Wheeler
Contractor: Ranger Excavating
Construction Observation:
Kenneth Marek, Williamson County
Steven Shull, HNTB Corporation

Williamson County
Road Bond Program

San Gabriel Parkway, Phase II (183A to CR 270)**Project No. 11WC903**

Original Contract Price = \$1,182,680.88

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/8/2010	2/1/2011	4/19/2011	4/21/2011	11/26/2011			220	0	220
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	3	\$152,687.25	\$152,687.25	\$16,965.25	\$16,965.25	14	1
2	5/1/2011	5/31/2011	31	\$268,738.47	\$421,425.72	\$29,859.83	\$46,825.08	40	15
3	6/1/2011	6/30/2011	30	\$61,597.80	\$483,023.52	\$6,844.20	\$53,669.28	45	29
4	7/1/2011	7/31/2011	31	\$272,182.59	\$755,206.11	-\$13,921.59	\$39,747.69	67	43
5	8/1/2011	8/31/2011	31	\$173,091.62	\$928,297.73	\$9,110.09	\$48,857.78	83	57
6	9/1/2011	9/30/2011	30	\$3,457.51	\$931,755.24	\$181.97	\$49,039.75	83	71

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/24/2011	0.00	0.00

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. This change order allows a substitution from density controlled embankment to ordinary compaction embankment with no additional cost to the County. Due to inconsistent material types on the project, the contractor is experiencing difficulty obtaining passing density tests.

Adjusted Price = \$1,182,680.88

PRECINCT 3

COMMISSIONER COVEY

Under Construction / Bidding

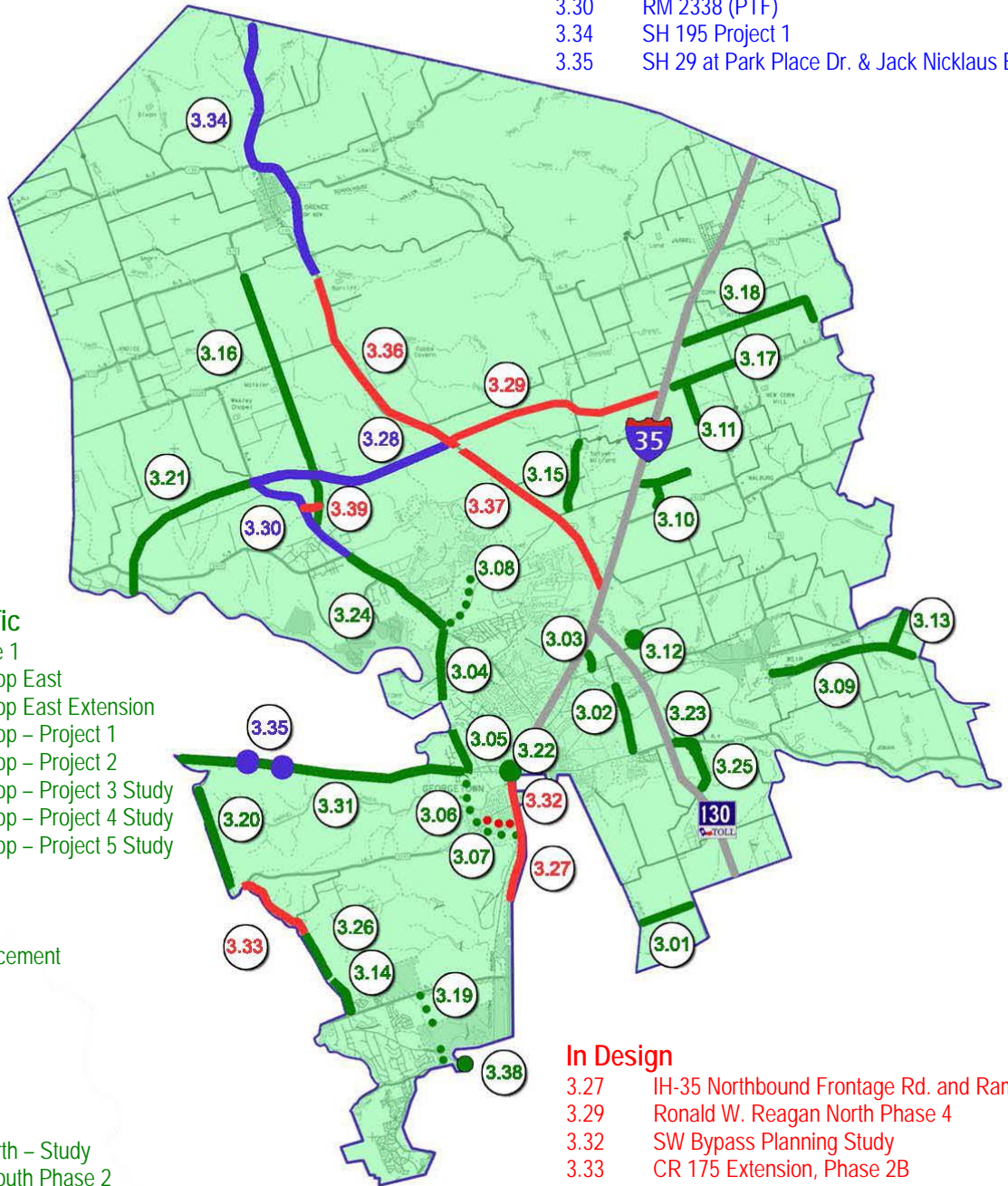
- 3.28 Ronald W. Reagan North Phase 3
- 3.30 RM 2338 (PTF)
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

Completed/Open to Traffic

- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.19 Wyoming Springs North – Study
- 3.20 Ronald W. Reagan South Phase 2
- 3.21 Ronald W. Reagan North Phase 2
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension Phase 2A
- 3.31 SH 29 Improvements Study & Schematic
- 3.38 CR 174 (Hairy Man Rd.) Bridge Rail Rehab

In Design

- 3.27 IH-35 Northbound Frontage Rd. and Ramps
- 3.29 Ronald W. Reagan North Phase 4
- 3.32 SW Bypass Planning Study
- 3.33 CR 175 Extension, Phase 2B
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment



Williams Drive (DB Wood Rd to FM 3405)
Project No. 09WC706

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion Due</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	2/28/2011		570	133	703
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	3/1/2009	3/31/2009	16	\$409,766.45	\$409,766.45	3	2
	2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	5	7
	3	5/1/2009	5/31/2009	30	\$780,300.96	\$1,465,420.34	11	11
	4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	13	15
	5	7/1/2009	7/31/2009	30	\$439,814.28	\$2,315,223.07	16	19
	6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	20	24
	7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	27	28
	8	10/1/2009	10/31/2009	31	\$560,440.65	\$4,669,084.21	36	32
	9	11/1/2009	11/30/2009	28	\$489,651.00	\$5,158,735.21	41	36
	10	12/1/2009	12/31/2009	30	\$347,909.60	\$5,506,644.81	45	41
	11	1/1/2010	1/31/2010	30	\$236,560.28	\$5,743,205.09	48	45
	12	2/1/2010	2/28/2010	28	\$255,322.06	\$5,998,527.15	50	49
	13	3/1/2010	3/31/2010	31	\$258,010.86	\$6,256,538.01	54	53
	14	4/1/2010	4/30/2010	30	\$212,301.25	\$6,468,839.26	56	58
	15	5/1/2010	5/31/2010	30	\$417,038.91	\$6,885,878.17	58	62
	16	6/1/2010	6/30/2010	30	\$528,804.07	\$7,414,682.24	61	66
	17	7/1/2010	7/31/2010	30	\$252,045.70	\$7,666,727.94	63	70
	18	8/1/2010	8/31/2010	31	\$849,838.78	\$8,516,566.72	70	75
	19	9/1/2010	9/30/2010	29	\$726,706.61	\$9,243,273.33	69	79
	20	10/1/2010	10/31/2010	31	\$974,180.24	\$10,217,453.57	76	83
	21	11/1/2010	11/30/2010	29	\$1,146,780.24	\$11,364,233.81	84	87
	22	12/1/2010	12/31/2010	30	\$786,049.59	\$12,150,283.40	90	92
	23	1/1/2011	1/31/2011	30	\$297,612.45	\$12,447,895.85	92	96
	24	2/1/2011	2/28/2011	28	\$245,840.70	\$12,693,736.55	94	100
	25	3/1/2011	3/31/2011	0	\$172,843.13	\$12,866,579.68	96	100
	26	4/1/2011	4/30/2011	0	\$152,128.70	\$13,018,708.38	97	100
	27	6/1/2011	6/30/2011	0	\$94,473.54	\$13,113,181.92	97	100
	28	7/1/2011	7/31/2011	0	\$33,774.00	\$13,146,955.92	98	100

9/30/2011 Comments - JC Evans has completed most of the punchlist items. The GEC is coordinating with the City of Georgetown to schedule a walkthrough and obtain the City's final punchlist.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2009	-22,295.80	-22,295.80

3H: County Convenience. Cost savings opportunity discovered during construction. This change order adds Item 351, Flexible Pavement Structure Repair (4") to the contract, which will be in lieu of the original Item 351, Flexible Structure Repair (10"). The pavement condition of Williams Drive does not warrant the 10" repair and can be accomplished with a 4" repair.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/15/2009	818,430.82	796,135.02

4B: Third Party Accommodation. Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District (CTSUD) waterline (Segments A and C) from an 18" waterline to a 24" waterline. This will be funded in full by CTSUD. Thirty-three (33) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/27/2009	6,018.38	802,153.40

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. This change order pays the Contractor for various items of extra work necessary to install the Chisholm Trail Special Utility District (CTSUD) waterline and for one day of idle equipment due to a request by CTSUD not to work on in the vicinity of their waterline.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/9/2010	-243,410.00	558,743.40

3H: County Convenience. Cost savings opportunity discovered during construction. This change order documents the revisions to the pay quantities due to a change in the method of installation of the waterline encasement pipe and adjustment of quantities to meet field conditions. Encasement pipe installation was changed from a bore to an open cut at various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/4/2010	6,191.26	564,934.66

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order sets up a force account item for Contractor payment. Verizon telephone conduits were in conflict with CTSUD Waterline D. Lowering the profile of waterline D was the solution. This extra work was due to additional excavation required.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	3/9/2010	126,046.65	690,981.31

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). 3F: County Convenience. Additional work desired by the County. 1A: Design Error or Omission. Incorrect PS&E. This change order documents changes to the driveway pay items, adds a pay item for Concrete Driveways, adds culvert pipe bypasses at electrical poles and telephone manholes and changes the slope on pipe culverts that are parallel to the roadway from 3:1 to 6:1.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/23/2010	18,759.00	709,740.31
4B: Third Party Accommodation. Third party requested work. This change order adds a 24" gate valve to the project at the request of Chisholm Trail Special Utility District on Waterline D at Sta. 8+20.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/23/2010	6,427.15	716,167.46
2: Differing Site Conditions. 2D: Environmental remediation 2G: Unadjusted utility (unforeseeable). This change order adds items to pay for work necessary to clear existing features for installation of the CTSUD 24" Waterline C. The waterline installation encountered an unknown geological feature at Sta. 559+00 Right, and an abandoned City wastewater manhole and City waterline vault near Sta. 601+00 at Woodlake Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/23/2010	2,307.03	718,474.49
6C: Untimely ROW/Utilities. Utilities not clear. This change order adds a pay item for backfilling holes in the new roadway alignment (in the future shoulder) that were left behind when the telephone poles were removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	8,051.71	726,526.20
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for additional work to excavate and backfill an existing trench that is in conflict with the proposed 24" waterline assignment of Waterline C from Sta. 92+00 to 96+00. CTSUD has approved and agreed to pay for this work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	9,165.00	735,691.20
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). and 3L. County Convenience. Revising safety work/measures desired by the County. This change order adds the removal of existing concrete valley gutters at the intersections of: (1) Williams Drive and Woodlake Drive and (2) Williams Drive and Wildwood Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	9/13/2010	24,846.25	760,537.45
4B: Third Party Accommodation. Third party requested work. The change order establishes a force account pay item for installation of landscape pavers in the center medians of four (4) driveways at the request of the City of Georgetown. The change order also changes the construction material of the HEB and Bank of America driveways from asphalt to concrete at the request of the City of Georgetown.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	9/13/2010	24,200.00	784,737.45
3E. County Convenience. Reduction of future maintenance. This change order adds a pay item for a soil retention blanket, including the grass seed, to control erosion along the side of the roadway and to facilitate grass establishment. The amount of drill seeding is reduced by the same area of added blanket.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	9/13/2010	3,600.00	788,337.45
4B: Third Party Accommodation. Third party requested work. This change order adds a pay item to haul Portable Concrete Traffic Barrier from the project to the TxDOT storage yard located at IH 35 and Parmer instead of the yard at IH 35 and Westinghouse Road. TXDOT requested the PCTB be delivered for storage to the Parmer location after use.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	11/9/2010	676,011.22	1,464,348.67
4B: Third Party Accommodation. Third party requested work. At the request of the City of Georgetown, this change order deletes the strain pole signals and adds mast arm signal assemblies, adds a fiber optic interconnection between the signals, and adds roadway improvements at the intersection of Williams Drive and DB Wood/Shell Road to match a City improvement project on DB Wood/Shell Road. Sixty-five (65) days were added to the Contract schedule			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	1/31/2011	4,500.00	1,468,848.67
3F: County Convenience. Additional work desired by the County. This change order compensates the Contractor for signal maintenance on the existing signals that remained in use during the project. 3F: County Convenience. (Related to) Additional work desired by City of Georgetown. This change order adds 35 days to the contract due to a delay in the availability of materials for the additional signals. Refers to Change Order 15.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/10/2011	86,291.48	1,555,140.15
3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/10/2011	3,638.38	1,558,778.53
3L: County Convenience. Revising safety work / measures desired by the County. This change order documents the locations on the project where the City/County Change Order Review Team approval a proposal to use Type B hot mix asphalt in lieu of flex base to increase the safety of the traveling public through the minimization of disruptions to traffic operations and long-term lane closures during the construction of the side streets.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	6/15/2011	35,863.48	1,594,642.01
2C: New development (conditions changing after PS&E were completed). This change order pays the Contractor for revisions to the project drainage and the Bank of America driveway.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	6/20/2011	61,255.50	1,655,897.51

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	6/24/2011	77,292.75	1,733,190.26

3L: County Convenience. Revising safety work / measures desired by the County. This change order documents overruns to metal beam guard fence and concrete rip rap pay items. These items were increased to protect and stabilize steep slopes along the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	6/24/2011	168,550.30	1,901,740.56

3F: Third Party Accommodation. Additional work desired by the County. This change order documents overruns and underruns to items related to driveway, storm sewer pipe, safety end treatments and area inlets.

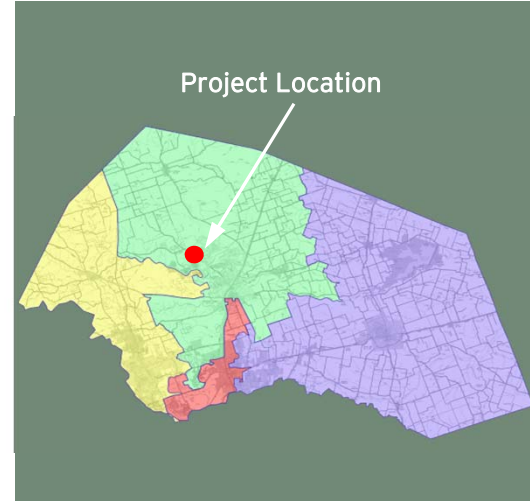
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	6/24/2011	40,694.60	1,942,435.16

4B: Third Party Accommodation. Third Party requested work. This change order documents overruns and under runs to existing pay items for the Chisholm Trail Special Utility District and the City of Georgetown waterlines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	6/24/2011	65,088.88	2,007,524.04

3F: County Convenience. Additional work desired by the County. 3L: Revising safety work/measures desired by the County. 4B: Third Party Accommodation. Third party requested work. This change order provides for balancing the overruns and under runs to the contract bid item quantities as a result of addressing field conditions not accounted for in the original plans. This change order documents overruns and under runs to final pay quantities on the roadway construction pay items.

Adjusted Price = \$13,471,592.45



PASS THROUGH FINANCING PROJECT RM 2338 PHASE 2

(FM 3405 to Ronald Reagan Blvd)

Project Length: 3.5 Miles

Roadway Classification: Rural Minor Arterial

Roadway Section: Four-lane w/ center two-way turn lane and shoulders

Project Schedule: June 2010 - May 2012

Estimated Construction Cost: \$8.8 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: Subcontractor Ramming applied prime to completed flex base and continues paving operations. Smith Contracting placed liner, drain pipe, filtration sand bed and rock berm in the McMillan Water Quality Pond (WQP) and installed a curb inlet & drain pipe and poured the walls for the Gregor WQP.

9/16/2011: Ramming continues to pave the remaining lifts of hot mix asphalt. Subcontractor Roadway Specialties installed guardrail at box culverts and Subcontractor Austin Traffic Signal is installing ground boxes. Smith placed drainage conduit and sand filter at the Gregor WQP and subcontractor ESS poured the concrete spillway and rip rap at the McMillan WQP.

9/23/2011: Joe Bland formed and poured concrete for mowstrips at guardrail locations while Roadway Specialties continued to install guardrail. ESS placed topsoil at the McMillan WQP. Smith formed and poured concrete rip rap apron and curb and gutter at the Gregor WQP and APAC paved the parking lot.

9/30/2011: Roadway Specialties installed permanent signs and Subcontractor DIJ restriped a portion of the roadway to switch traffic on the south side of the roadway. Joe Bland began excavation and embankment in the leave out areas for roadway reconstruction west of Meadow Dr. and one mile west of CR 245.



Design Engineer: Steger Bizzell
Contractor: Joe Bland Construction
Construction Inspection: PBS&J

Williamson County
Pass Through Financing Program



PRIME
STRATEGIES,
INC.

PASS THROUGH FINANCING: RM 2338 Phase 2 (FM 3405 to Ronald Reagan Blvd)
Project No. 09WC722A TxDOT CSJ: 2211-01-023

Original Contract Price = \$8,700,198.56

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/13/2010	2/2/2010	5/18/2010	6/1/2010	5/6/2012		540	0	540
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	3/1/2010	3/31/2010	0	\$511,354.80	\$511,354.80	6	0
	2	4/1/2010	6/30/2010	0	\$311,911.32	\$823,266.12	9	0
	3	7/1/2010	7/31/2010	0	\$205,969.16	\$1,029,235.28	12	0
	4	8/1/2010	8/31/2010	0	\$296,658.56	\$1,325,893.84	15	0
	5	9/1/2010	9/30/2010	0	\$268,149.71	\$1,594,043.55	18	0
	6	10/1/2010	10/31/2010	0	\$387,430.62	\$1,981,474.17	22	0
	7	11/1/2010	11/30/2010	0	\$492,872.25	\$2,474,346.42	28	0
	8	12/1/2010	12/31/2010	0	\$329,593.69	\$2,803,940.11	32	0
	9	1/1/2011	1/31/2011	0	\$159,889.85	\$2,963,829.96	34	0
	10	2/1/2011	2/28/2011	0	\$204,103.91	\$3,167,933.87	36	0
	11	3/1/2011	3/31/2011	31	\$815,095.24	\$3,983,029.11	45	6
	12	4/1/2011	4/30/2011	30	\$312,262.70	\$4,295,291.81	49	11
	13	5/1/2011	5/31/2011	31	\$339,817.95	\$4,635,109.76	53	17
	14	6/1/2011	6/30/2011	30	\$430,454.54	\$5,065,564.30	57	23
	15	7/1/2011	7/31/2011	31	\$323,111.50	\$5,388,675.80	61	28
	16	8/1/2011	8/31/2011	31	\$468,188.84	\$5,856,864.64	66	34
	17	9/1/2011	9/30/2011	30	\$1,068,252.08	\$6,925,116.72	78	40

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/18/2010	7,115.24	7,115.24

1A: Design Error or Omission. Incorrect PS&E. This change order changes the angle of the box culvert extension of Box Culvert #2 to match the adjacent drainage area.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/16/2010	21,080.00	28,195.24

3F: County Convenience. Additional work desired by the County. This change order adds driveways at new locations and revises drainage items related to the driveways that have been added or changed due to right-of-way acquisition negotiations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	4/8/2011	21,030.00	49,225.24

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor to provide a field office for the use of the CEI Firm for the remaining anticipated duration of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	4/8/2011	5,000.00	54,225.24

3F: County Convenience. Additional work desired by the County. This Change Order establishes a force account to pay the Contractor for costs incurred for the installation of a new power service connection at RM 2338 and Ronald Reagan Blvd. required for the future illumination at that intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/18/2011	19,684.00	73,909.24

3F: County Convenience. Additional work desired by the County. This Change Order establishes a force account to pay the Contractor for costs incurred for periodic pothole repairs of the existing RM 2338 roadway and provides additional quantities for seal coat pay items to repair large areas of the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	4/26/2011	18,067.00	91,976.24

3E: County Convenience. Reduction of Future Maintenance. This Change Order adds channel excavation downstream of Box Culvert Number 5. 3F: County Convenience. Additional work desired by the County. This Change Order adds additional erosion control blankets in areas where the roadway is in full superelevation in order to minimize the erosion of topsoil through additional stabilization and faster vegetative establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	7/19/2011	31,951.08	123,927.32

2E: Differing Site Conditions (Unforeseeable). Miscellaneous Difference in Site Conditions. 4B: Third Party Accommodation. Third Party Requested Work. Revises contract quantities and documents revisions to the installation of the Chisholm Trail Special Utility District (CTSUD) waterlines, to accommodate actual location of existing waterlines and water meters, as well as future realignment of CR 245.

Adjusted Price = \$8,824,125.88

CR 104 Phase 2 Improvements (South of SH 29 to SH 130)**Project No. 10WC812 TxDOT CSJ: 0914-05-141**

Original Contract Price = \$2,247,002.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/19/2010	7/29/2010	9/2/2010	9/17/2010	9/16/2011		365	0	365
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	9/17/2010	9/30/2010	14	\$95,914.20	\$95,914.20	4	4
	2	10/1/2010	10/31/2010	31	\$175,088.14	\$271,002.34	12	12
	3	11/1/2010	11/30/2010	29	\$401,951.12	\$672,953.46	30	20
	4	12/1/2010	12/31/2010	28	\$501,134.61	\$1,174,088.07	52	28
	5	1/1/2011	1/31/2011	31	\$121,082.45	\$1,295,170.52	57	36
	6	2/1/2011	2/28/2011	28	\$199,360.28	\$1,494,530.80	66	44
	7	3/1/2011	3/31/2011	31	\$259,716.11	\$1,754,246.91	77	53
	8	4/1/2011	4/30/2011	30	\$314,268.02	\$2,068,514.93	91	61
	9	5/1/2011	5/31/2011	26	\$78,895.63	\$2,147,410.56	94	68
	10	7/1/2011	7/31/2011	0	\$29,374.54	\$2,176,785.10	96	68

9/30/2011 Comments - A Ribbon Cutting Ceremony was held on 5/26/11 and the roadway is now open to the traveling public. Substantial Completion was requested in June, approximately three months ahead of schedule. Still waiting on a final punchlist from the City of Georgetown. Chasco has installed additional erosion control devices at their own expense in order to stabilize the project and achieve completion in lieu of waiting on vegetative establishment. Due to ongoing drought conditions, the County will be responsible for final vegetative establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/11/2011	3,070.00	3,070.00

4B: Third Party Accommodation. Third party requested work. After the review & approval of the relocation design, Jonah Special Utility District required the 8" water line across Mankins Branch be enclosed in casing. Jonah also required that the 1" service line be completely replaced with the water meter relocation at STA 77+90.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/6/2011	2,003.50	5,073.50

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Flex base material was substituted for lime treated subgrade in a small area due to field conditions. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). An existing 1.5" Jonah waterline was found to be in conflict with the roadway structure and was required to be lowered. 1A: Design Error or Omission. Incorrect PS&E. Five trees that the plans showed to remain had to be removed due to conflicts with the bridge and waterline construction.

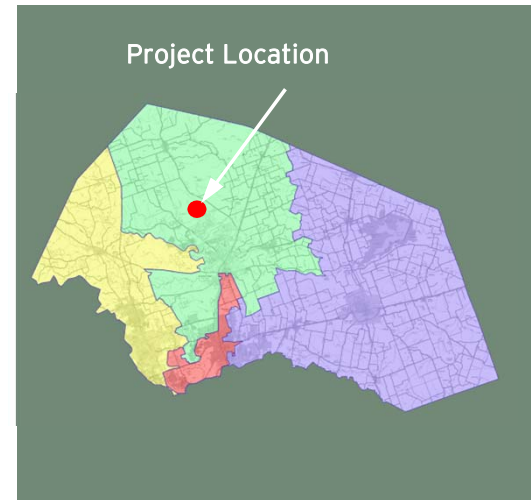
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/12/2011	7,431.85	12,505.35

1B: Design Error or Omission. Other. The original plans did not provide details for the sidewalk construction beyond the bridge approach slabs. 4B: Third Party Accommodation. Third party requested work. TxDOT requested that one core hole per bridge bent be drilled during drilled shaft construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/26/2011	17,706.17	30,211.52

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.

Adjusted Price = \$2,277,214.12



RONALD W. REAGAN BLVD. NORTH, PHASE 3 (RM 2338 TO SH 195)

Project Length: 5.25 Miles
Roadway Classification: Urban Arterial
Roadway Section: Two-lanes and shoulders
Structures: Two two-lane bridges

Project Schedule: March 2011 - Spring 2013
Estimated Construction Cost: \$9.5 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: JC Evans placed precast sections to construct the arched culvert. The Contractor set forms and poured columns on Bent 5 at the Berry Creek Bridge. JC Evans also tied rebar cages for bridge caps.

9/16/2011: JC Evans finished subgrade and placed first course flex base from a quarter mile south of SH 195 to one and a half mile south of Berry Creek. At Berry Creek, the Contractor removed forms from columns at Bent 5, poured columns at Bent 4, set reinforcing steel cages on Bents 2 and 3 and placed forms for the cap and wingwalls at Abutment 1.

9/23/2011: JC Evans continues to excavate near SH 195 and place the material as embankment at various locations on the project. The Contractor continues to place flex base on completed subgrade from RM 2338 to one half mile north and from one half mile north of CR 245 to one half mile south of SH 195. At Berry Creek, JC Evans poured the cap and backwalls at Abutment 1 and poured the columns at Bents 2 and 3.

9/30/2011: JC Evans continues to place flex base on completed subgrade at various locations throughout the project. At Berry Creek, the Contractor formed and poured concrete for backwalls and wingwalls at Abutments 1 and 6.



Design Engineer: Stanley/Cobb Fendley
and TBG Partners
Contractor: JC Evans Construction
Construction Observation:
Bill Wood, Huitt~Zollars

Williamson County
Road Bond Program



PRIME
STRATEGIES,
INC.

Ronald Reagan Blvd. North Phase 3 (RM 2338 to SH 195)**Project No. 11WC902**

Original Contract Price = \$9,449,782.66

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/8/2010	2/16/2011	5/23/2011	3/31/2011	5/20/2013		630	0	630

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/1/2011	4/30/2011	0	\$210,016.80	\$210,016.80	\$23,335.20	\$23,335.20	2	0
2	5/1/2011	5/31/2011	0	\$718,268.12	\$928,284.92	\$79,807.57	\$103,142.77	11	0
3	6/1/2011	6/30/2011	28	\$848,230.38	\$1,776,515.30	\$94,247.82	\$197,390.59	21	4
4	7/1/2011	7/31/2011	31	\$418,465.80	\$2,194,981.10	\$46,496.20	\$243,886.79	26	9
5	8/1/2011	8/31/2011	31	\$356,504.40	\$2,551,485.50	\$39,611.60	\$283,498.39	30	14
6	9/1/2011	9/30/2011	30	\$560,341.80	\$3,111,827.30	\$62,260.20	\$345,758.59	36	19

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/12/2011	32,550.00	32,550.00

4B. Third Party Accommodation. Third Party requested work. This change order provides payment for additional work by the Contractor to relocate and encase a 6" waterline that crosses Ronald Reagan near CR 245, per the request of Chisholm Trail Special Utility District (CTSUD).

Adjusted Price = \$9,482,332.66

PRECINCT 4

COMMISSIONER MORRISON

Completed/Open to Traffic

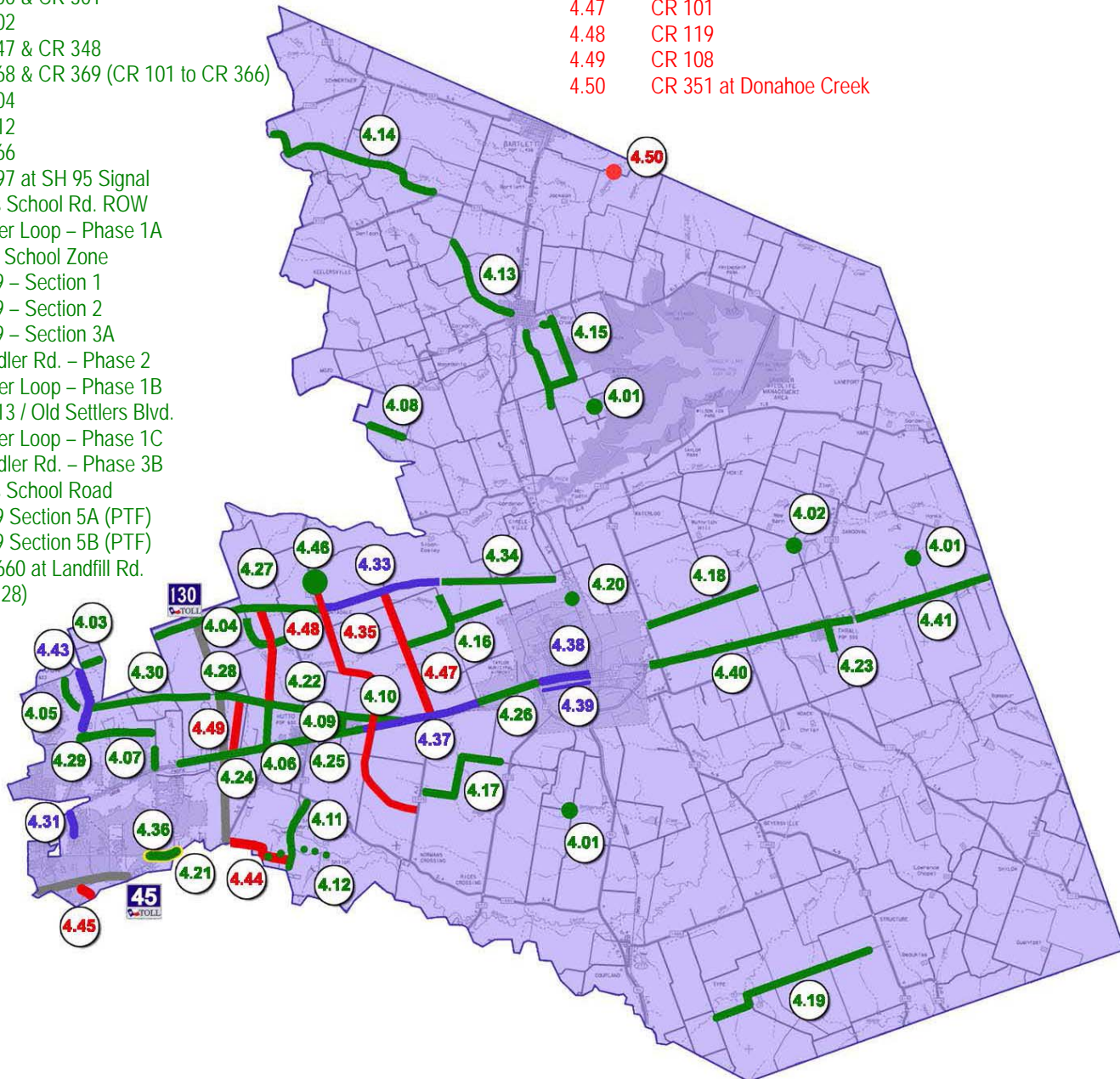
- 4.01 Bridge Replacements Phase 1
(CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 397 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop – Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 – Section 1
- 4.25 US 79 – Section 2
- 4.26 US 79 – Section 3A
- 4.27 Chandler Rd. – Phase 2
- 4.28 Limmer Loop – Phase 1B
- 4.29 CR 113 / Old Settlers Blvd.
- 4.30 Limmer Loop – Phase 1C
- 4.34 Chandler Rd. – Phase 3B
- 4.36 Gattis School Road
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)
- 4.46 FM 1660 at Landfill Rd.
(CR 128)

Under Construction/Bidding

- 4.31 Kenney Fort Boulevard – Phase 1
- 4.33 Chandler Rd. – Phase 3A
- 4.37 US 79 - Section 3 (PTF)
- 4.38 2nd Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.43 FM 1460 Section 2

In Design

- 4.35 FM 1660 (PTF)
- 4.44 CR 138
- 4.45 CR 170
- 4.47 CR 101
- 4.48 CR 119
- 4.49 CR 108
- 4.50 CR 351 at Donahoe Creek



PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)
Project No. 08WC607 TxDOT CSJ: 0204-04-042
Original Contract Price = \$16,986,053.49

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/08	4/28/2008	7/11/2008	7/23/2008	8/7/2010		499	58	557
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	7/23/2008	7/31/2008	9	\$57,547.25	\$57,547.25	0	2	
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	9	6	
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	11	10	
4	10/1/2008	10/31/2008	23	\$308,687.50	\$2,174,727.87	13	14	
5	11/1/2008	11/30/2008	20	\$473,119.00	\$2,647,846.87	16	18	
6	12/1/2008	12/31/2008	24	\$147,566.05	\$2,795,412.92	16	22	
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	19	27	
8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	25	31	
9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	27	36	
10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	29	40	
11	5/1/2009	5/31/2009	23	\$2,262,161.67	\$7,143,028.06	43	44	
12	6/1/2009	6/30/2009	24	\$383,195.52	\$7,526,223.58	44	48	
13	7/1/2009	7/31/2009	23	\$230,817.15	\$7,757,040.73	46	52	
14	8/1/2009	8/31/2009	22	\$289,357.32	\$8,046,398.05	47	56	
15	9/1/2009	9/30/2009	21	\$691,746.05	\$8,738,144.10	51	60	
16	10/1/2009	10/31/2009	23	\$203,663.89	\$8,941,807.99	53	64	
17	11/1/2009	11/30/2009	19	\$106,411.20	\$9,048,219.19	53	68	
18	12/1/2009	12/31/2009	22	\$76,843.68	\$9,125,062.87	54	72	
19	1/1/2010	1/31/2010	20	\$323,448.24	\$9,448,511.11	56	75	
20	2/1/2010	2/28/2010	22	\$800,246.87	\$10,248,757.98	60	79	
21	3/1/2010	3/31/2010	24	\$1,183,033.64	\$11,431,791.62	67	83	
22	4/1/2010	4/30/2010	22	\$1,014,648.68	\$12,446,440.30	75	87	
23	5/1/2010	5/31/2010	20	\$190,119.03	\$12,636,559.33	76	91	
24	6/1/2010	6/30/2010	22	\$1,257,084.37	\$13,893,643.70	86	95	
25	7/1/2010	7/31/2010	22	\$1,406,498.61	\$15,300,142.31	96	99	
26	8/1/2010	8/31/2010	3	\$230,786.73	\$15,530,929.04	97	100	
27	9/1/2010	9/30/2010	0	\$40,686.85	\$15,571,615.89	98	-	
28	10/1/2010	10/31/2010	0	\$63,281.64	\$15,634,897.53	98	-	
29	11/1/2010	11/30/2010	0	\$82,150.46	\$15,717,047.99	99	-	
30	3/1/2011	3/31/2011	0	\$21,455.00	\$15,738,502.99	99	-	
31	7/1/2011	7/31/2011	0	\$9,957.77	\$15,748,460.76	99	-	

9/30/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/13/2010. JC Evans has completed the punchlist items and barricades were removed on 5/9/2011. The traffic counter was installed on 7/5/2011. The Balancing Change Order has been executed and the CEI firm is preparing the final pay estimate.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	01/23/09	25,000.00	25,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the Contractor for repairing damage to safety appurtenances on the project. 1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #48 from 467-2303 SET (TY II)(24 IN)(CMP)(6:1)(P) to 467-2288 SET (TY II)(24 IN)(RCP)(6:1)(P).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/9/2009	0.00	25,000.00

1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #15 from 340-2014 D-GR HMA (METH) TY-B PG70-22 to 341-2014 D-GR HMA (QC/QA) TY-B PG70-22.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/9/2009	22,350.00	47,350.00

1A: Design Error or Omission: Incorrect PS&E. This change order allows the Contractor to relocate an existing 8" waterline which is in conflict with proposed ditch grades, per revised cross sections. Waterline was lowered before construction based on original cross sections, which were incorrect.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/21/2009	55,234.06	102,584.06

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/21/2009	91,768.04	194,352.10

4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced rather than just extended at each end. 3E: County Convenience. Reduction of future maintenance. Rock rip rap is being added in ditches and on slopes to reduce erosion.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/11/2009	-386,598.20	-192,246.10
3H: County Convenience. Cost savings opportunity discovered during construction. It was determined that a large portion of the eastbound full-depth reconstruction areas could be constructed by simply overlaying the existing pavement with new asphalt. 1A: Design error or omission. Incorrect PS&E. The proposed pavement grades were designed to be lower than the existing grades in an area that called for asphalt level-up and overlay only. Therefore, the Contractor was required to revise the method of construction in this area.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/23/2010	18,892.33	-173,353.77
3M: County Convenience. Other. A County approved work method deleting 8" of lime treated subgrade was later rejected by TxDOT. Flexible base placed without the lime treated subgrade was removed and replaced after the subgrade was processed with lime. This change order provides payment for the extra work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/3/2010	-352,437.79	-525,791.56
3H: County Convenience. Cost savings opportunity discovered during construction. A majority of the full-depth reconstruction of eastbound lanes will be eliminated and replaced with an asphalt overlay. This change results in a considerable cost savings to Williamson County.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	6/18/2010	4,600.00	-521,191.56
4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced or repaired due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced or repaired rather than just extended at each end. This change order adds fifty-five (55) additional working days and additional traffic handling costs to the contract due to revisions made to the construction of Culvert #11.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	-242,271.50	-763,463.06
3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) paving with a Permeable Friction Course (PFC) pavement which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	9/23/2010	36,608.76	-726,854.30
3F: County Convenience. Additional work desired by the county. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	11/16/2010	47,643.52	-679,210.78
2J: Differing Site Conditions (unforeseeable). Other. Additional riprap was required to reduce erosion in ditches and at culverts. 3M: County Convenience. Other. Drainage slots were required to be cut in the concrete mow strips at guardrail locations so the PFC asphalt surface course can drain properly. 1B: Design Error or Omission. Other. Ditch excavation quantities on the UPRR ROW were not included in the original plan quantities.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	11/30/2010	-338,170.26	-1,017,381.04
4B: Third Party Accommodation. Third party requested work. TxDOT requested that the east end of the project be overlayed with asphalt and re-striped beyond the original project limits for the final pavement tie-in in order to conceal the detour striping. Additionally, TxDOT requested additional metal beam guard fence be added at Culvert #11 after the original planned guard fence was placed. This required removing some previously placed concrete riprap. 3M: County Convenience. Other. Reconciling final quantities on a number of items results in spending less money than originally planned to construct the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	7/26/2011	(\$20,140.00)	-1,037,521.04
3M: County Convenience. Other. This change order adjusts the amount of compensation to be paid to the Contractor in proportion to the quality of the ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces".			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	7/26/2011	1,022.33	-1,036,498.71
3L: County Convenience. Revising safety work/measures desired by the County. This change order provides payment to the Contractor for utilization of off-duty police officers to assist with traffic safety during major traffic switches and night work.			
<hr/>			
Adjusted Price = \$15,949,554.78			

PASS THROUGH FINANCING: US 79, Section 5A (East of Taylor to FM 1063)
Project No. 08WC619 TxDOT CSJ: 0204-04-040

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/16/2011		593	0	593
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	5	1
	2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	13	4
	3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	17	8
	4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	19	11
	5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	23	15
	6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	27	19
	7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	30	22
	8	8/1/2009	8/31/2009	21	\$1,677,078.01	\$7,668,114.36	38	26
	9	9/1/2009	9/30/2009	21	\$1,431,729.03	\$9,099,843.39	45	30
	10	10/1/2009	10/31/2009	22	\$538,454.63	\$9,638,298.02	48	33
	11	11/1/2009	11/30/2009	19	\$1,169,970.14	\$10,808,268.16	54	36
	12	12/1/2009	12/31/2009	21	\$535,790.54	\$11,344,058.70	57	40
	13	1/1/2010	1/31/2010	21	\$545,272.91	\$11,889,331.61	59	44
	14	2/1/2010	2/28/2010	22	\$390,830.34	\$12,280,161.95	61	47
	15	3/1/2010	3/31/2010	23	\$136,256.55	\$12,416,418.50	62	51
	16	4/1/2010	4/30/2010	22	\$716,717.16	\$13,133,135.66	66	55
	17	5/1/2010	5/31/2010	20	\$302,046.40	\$13,435,182.06	67	58
	18	6/1/2010	6/30/2010	23	\$1,386,857.06	\$14,822,039.12	75	62
	19	7/1/2010	7/31/2010	22	\$470,458.44	\$15,292,497.56	75	66
	20	8/1/2010	8/31/2010	22	\$1,300,111.42	\$16,592,608.98	81	69
	21	9/1/2010	9/30/2010	23	\$1,232,191.75	\$17,824,800.73	87	73
	22	10/1/2010	10/31/2010	24	\$1,888,643.93	\$19,713,444.66	97	77
	23	11/1/2010	11/6/2010	5	\$50,237.75	\$19,763,682.41	97	78
	24	11/7/2010	11/30/2010	15	\$395,953.41	\$20,159,635.82	99	81
	25	12/1/2010	12/31/2010	23	\$47,818.41	\$20,207,454.23	99	85
	26	1/1/2011	1/31/2011	21	\$28,123.91	\$20,235,578.14	99	88
	27	2/1/2011	2/28/2011	20	\$10,650.11	\$20,246,228.25	99	92
	28	3/1/2011	3/31/2011	22	\$7,344.88	\$20,253,573.13	99	95
	29	4/1/2011	4/30/2011	21	\$13,246.58	\$20,266,819.71	99	99
	30	6/1/2011	6/30/2011	2	\$59,626.94	\$20,326,446.65	100	99

9/30/2011 Comments - The Ribbon Cutting Ceremony was held on 12/20/2010 and Substantial Completion was issued on 5/17/2011. Final punchlist items have been completed and the traffic counter is operational. The Balancing Change Order has been executed and the CEI firm is preparing the final pay estimate.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2009	5,534.58	5,534.58

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the additional costs associated with plugging three (3) existing hand dug water wells discovered within the ROW limits.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/28/2009	79,075.00	84,609.58

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This change order allows for the relocation of a waterline that was in conflict with proposed ditch grades and was also under proposed pavement in some areas.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/13/2009	1,546.07	86,155.65

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the Contractor to cut, and cap as necessary, existing utility lines that currently run from the Lumpkin property onto the ROW.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/30/2009	-55,081.50	31,074.15

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the Contractor to relocate an existing 8" waterline in Thrall that is in conflict with proposed storm sewer pipe. 3H: County Convenience. Cost savings opportunity discovered during construction. Due to a revised paving plan through the City of Thrall several waterline crossings will not need to be constructed in town

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/30/2009	-448,146.46	-417,072.31

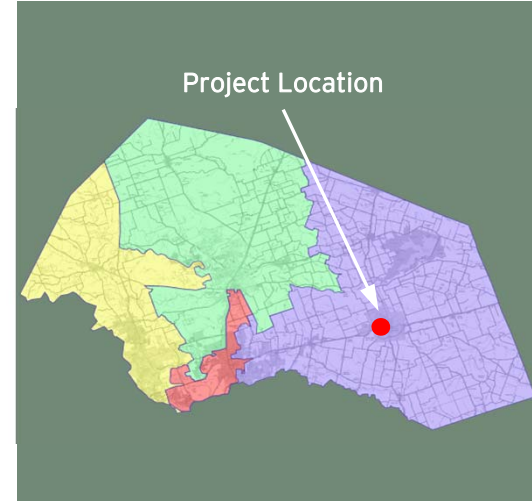
5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. Contractor noted it would be difficult to construct the pavement through Thrall utilizing the original traffic control plans. 3H: County Convenience. Cost savings opportunity discovered during construction. Revising the pavement design through Thrall also allowed for a revised traffic control plan which in turn reduced the overall cost to the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/30/2009	-48,155.70	-465,228.01

3H: County Convenience. Cost savings opportunity discovered during construction. Place topsoil in lieu of compost manufactured topsoil.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	10/27/2009	3,000.00	-462,228.01
3L: County Convenience. Revising safety work/measures desired by the County. Allows the Contractor to use off-duty police officers or other traffic safety measures to assist in traffic safety during traffic switches, night work, etc.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/3/2010	17,071.56	-445,156.45
1B: Design Error or Omission. Other. Mailbox turnout construction was omitted from the original plans. 2I: Differing Site Conditions. Additional safety needs (unforeseeable). FM 619 needed to be reconstructed an additional 100 LF beyond the original plan limits to provide safer sight distance at the intersection with US 79.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	6/23/2010	75,147.83	-370,008.62
3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	8/23/2010	6,967.32	-363,041.30
2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a drilled shaft which was damaged by an errant driver.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	9/16/2010	54,792.33	-308,248.97
2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Adding concrete riprap to prevent erosion of ditches. 3L: County Convenience. Revising safety work/measures desired by the County. An existing overhead sign was relocated during Phase 2 construction. 1B: Design Error or Omission. Other. TxDOT requested repairs to existing culvert headwalls which were not included in the PS&E.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	11/16/2010	230,946.86	-77,302.11
1B: Design Error or Omission. Other. The original plans did not include adequate quantities for the Type B level-up asphalt. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement, which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface. 5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The Contractor requested to use additional flex base in lieu of lime stabilized subgrade on certain areas of the project, which created a cost savings to the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	11/30/2010	18,859.72	-77,442.39
3F: County Convenience. Additional work desired by the County. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	11/30/2010	23,884.52	-34,557.87
2I: Differing Site Conditions (unforeseeable). Additional safety needs. Improvements at the US 79 / FM 619 intersection at TxDOT's request to more clearly direct traffic through the intersection, including widening the pavement radius at the northeast corner, as well as, adding flexible delineator assemblies and route shield pavement markings on the westbound US 79 pavement. 1A: Design Error or Omission. Incorrect PS&E. The plans did not included a pay item for pavement markings for railroad crossings.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	11/30/2010	9,252.65	-25,305.22
4B: Third Party Accommodation. Third Party Requested Work. The plans provided no details for the final pavement tie-in beyond the original project limits, so TxDOT requested that the west end of the project be overlayed with asphalt and re-striped in order to eliminate the remnants of the detour striping. 2J: Differing Site Conditions (unforeseeable). Other. Reconciliation of final paving quantities for PFC surface course, underseal for the PFC, and Ty C surface course asphalt through Thrall to recognize a cost savings to the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	11/30/2010	4,654.59	-20,650.63
2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a damaged crash cushion which was hit by an errant driver.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	11/30/2010	304,028.33	283,377.70
1B: Design Error or Omission. Other. The original plans did not include correct quantities for the Type C asphalt. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility. One existing illumination assembly needed to be relocated due to its proximity to the edge of the new pavement near the intersection of FM 619.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/26/2011	59,515.43	342,893.13
3M: County Convenience. Other. This change order adjusts the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt produced and placed on the eastbound lanes of the project and in Thrall in accordance with Contract Item 341 "Dense-Graded Hot-Mix Asphalt (QC/QA)". This change order also adjusts the amount of compensation to be paid to the Contractor in proportion to the quality of the ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces".			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	7/19/2011	20,376.08	363,269.21
4B: Third Party Accommodation. Third party requested work. TxDOT requested additional signs and striping be added to the project, in addition to shifting an overhead sign. 2J: Differing Site Conditions (unforeseeable). Other. This change order allows for the construction of a curb ramp and a drainage inlet due to differing conditions on the site.			
			Adjusted Price = \$20,384,963.13



BUSINESS 79 DRAINAGE IMPROVEMENTS

Project Description: Drainage improvements consisting of culverts, channel grading, and drainage structures

Project Schedule: April 2010 - November 2011
Estimated Construction Cost: \$4.5 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: Subcontractor Bryant & Frey continued hand digging and grouting Barrel 1 at Culvert Crossing 2 and is 51 LF into the 94 LF tunnel. Subcontractor Hayden Concrete formed headwalls and wingwalls for the upstream 4-barrel structure and the 8x4 box culvert structure at Culvert Crossing 3.

9/16/2011: Bryant & Frey completed hand digging and grouting the liner plates of Barrel 1 at Culvert Crossing 2. Hayden continues to form headwalls and wingwalls for the upstream 4-barrel structure and the 8x4 box culvert structure at Culvert Crossing 3. The Subcontractor also poured concrete rip rap between Burrow's parking lot and the articulated brick pavers at Creek 2.

9/23/2011: Bryant & Frey completed installation of the last opening under the UPRR tracks by pushing RCP through the liner plates and grouting Barrel 1 at Culvert Crossing 2. Hayden poured the headwalls for the upstream 4-barrel structure and the 8x4 box culvert structure at Culvert Crossing 3.

9/30/2011: Hayden poured rip rap between the upstream 4-barrel structure and the 8x4 box culvert structure. The subcontractor also poured the dissipaters on the downstream end of Culvert Crossing 3. Austin Engineering installed the last of the 72 inch RCP to complete Culvert Crossing 2.



Design Engineer: Halff Associates
Contractor: Austin Engineering
Construction Observation:
Ryan Rivera, HNTB Corporation
Dennis Kleppe, City of Taylor

Williamson County
Road Bond Program



Business 79 Drainage Improvements
Project No. 09WC712

Original Contract Price = \$3,735,873.35

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/19/2009	12/15/2009	3/26/2010	4/7/2010	11/8/2011		304	277	581	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/7/2010	4/30/2010	24	\$153,536.40	\$153,536.40	\$17,059.60	\$17,059.60	4	4
2	5/1/2010	5/31/2010	31	\$315,654.07	\$469,190.47	\$35,072.67	\$52,132.27	14	9
3	6/1/2010	6/30/2010	30	\$446,515.20	\$915,705.67	\$49,612.80	\$101,745.07	27	15
4	7/1/2010	7/31/2010	31	\$516,644.68	\$1,432,350.35	\$57,404.97	\$159,150.04	42	20
5	8/1/2010	8/31/2010	31	\$129,021.10	\$1,561,371.45	\$14,335.68	\$173,485.72	46	25
6	9/1/2010	9/30/2010	30	\$20,700.00	\$1,582,071.45	\$2,300.00	\$175,785.72	39	30
7	10/1/2010	10/31/2010	31	\$206,908.58	\$1,788,980.03	\$22,989.84	\$198,775.56	44	36
8	11/1/2010	11/30/2010	30	\$159,507.79	\$1,948,487.82	\$17,723.09	\$216,498.65	48	41
9	12/1/2010	12/31/2010	31	\$246,300.38	\$2,194,788.20	\$27,366.71	\$243,865.36	54	46
10	1/1/2011	1/31/2011	31	\$325,167.20	\$2,519,955.40	-\$111,236.13	\$132,629.23	59	52
11	2/1/2011	2/28/2011	28	\$175,330.01	\$2,695,285.41	\$9,227.90	\$141,857.13	63	56
12	3/1/2011	3/31/2011	31	\$265,890.19	\$2,961,175.60	\$13,994.22	\$155,851.35	69	62
13	4/1/2011	4/30/2011	30	\$207,391.40	\$3,168,567.00	\$10,915.33	\$166,766.68	74	67
14	5/1/2011	5/31/2011	31	\$207,880.17	\$3,376,447.17	\$10,941.07	\$177,707.75	79	72
15	6/1/2011	6/30/2011	30	\$275,449.34	\$3,651,896.51	\$14,497.33	\$192,205.08	86	77
16	7/1/2011	7/31/2011	31	\$191,148.63	\$3,843,045.14	\$10,060.45	\$202,265.53	90	83
17	8/1/2011	8/31/2011	31	\$145,563.74	\$3,988,608.88	\$7,661.25	\$209,926.78	93	88

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/13/2010	26,034.75	26,034.75

2I: Differing Site Conditions. Additional safety needs (unforeseeable). 4B: Third Party Accommodation. Third party requested work. To address Union Pacific Railroad's safety concerns for their employees, the Line F bore was required to be lengthened under the UPRR rail yard service road and water barriers were added as additional safety devices. When the bore was lengthened, the run of 8x5 boxes was shortened and the quantity of trench protection required was

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/31/2010	41,083.24	67,117.99

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional work to be added the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County. Thirty (30) days were added to the Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/8/2010	20,005.78	87,123.77

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to debris found during the Line F bore causing an adjustment in alignment of the second run of pipe, the contractor will have to install two 60" RCP bends to realign the pipe outside the limits of the bore to meet the original design. In addition, Junction Box F-2 must be widened to accommodate the realigned pipe. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). The contractor had to core into the proposed Line F drainage culvert in order to connect an additional existing drainage pipe. 4B: Third Party Accommodation. Third party requested work. Extra asphalt was placed along Sturgis in order to repair the entire width instead of leaving a 5' wide stretch of old asphalt along the whole length of Sturgis Street.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/9/2010	667,610.00	754,733.77

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to settlement issues of the railroad ballast caused by boring through debris encountered during the Line F bore and the trestle bridge bent encountered during the first Culvert #1 bore, Union Pacific Railroad suspended the boring operations under the railroad tracks. This change order compensates the contractor for additional work to purchase and install tunnel liner plates, to add grout between the liner plates and the RCP, and for daily grouting between the liner plates and the exposed earth (as opposed to grouting the whole line once the bore was completed).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/24/2011	1,410.85	756,144.62

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order compensates the Contractor for the additional forming costs associated with the revised (additional) headwall determined to be the most cost effective solution to the redesign of the culvert spacing layout of Culvert Crossing #1. The layout was modified due to the conflicts encountered with existing materials under the UPRR railroad

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	7/19/2011	0.00	756,144.62

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order extends the duration of the contract and provides additional contract days needed to complete additional work that was added to the contract with previous Change Order #4. Based on the project progress to date, and the Contractor's anticipated schedule, 247 days are being added to the contract.

Adjusted Price = \$4,492,017.97

Chandler Road Phase 3B (CR 368/369 to SH 95)
Project No. 09WC717

Original Contract Price = \$5,649,034.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/24/2009	7/14/2009	9/21/2009	10/1/2009	10/7/2010		365	14	379	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/1/2009	10/31/2009	31	\$78,713.10	\$78,713.10	\$8,745.90	\$8,745.90	2	8
2	11/1/2009	11/30/2009	30	\$82,998.00	\$161,711.10	\$9,222.00	\$17,967.90	3	16
3	12/1/2010	12/31/2010	31	\$844,282.66	\$1,005,993.76	\$93,809.18	\$111,777.08	20	24
4	1/1/2010	1/31/2010	31	\$208,681.20	\$1,214,674.96	\$23,186.80	\$134,963.88	24	32
5	2/1/2010	2/28/2010	28	\$293,546.88	\$1,508,221.84	\$32,616.32	\$167,580.20	30	40
6	3/1/2010	3/31/2010	31	\$418,017.69	\$1,926,239.53	\$46,446.41	\$214,026.61	28	48
7	4/1/2010	4/30/2010	30	\$439,833.24	\$2,366,072.77	\$48,870.36	\$262,896.97	47	56
8	5/1/2010	5/31/2010	31	\$718,109.87	\$3,084,182.64	\$79,789.99	\$342,686.96	61	64
8A	5/31/2010	5/31/2010	0	\$171,386.23	\$3,255,568.87	-\$171,341.23	\$171,345.73	61	64
9	6/1/2010	6/30/2010	30	\$251,031.73	\$3,506,600.60	\$13,212.20	\$184,557.93	66	72
10	7/1/2010	7/31/2010	31	\$221,050.23	\$3,727,650.83	\$11,634.22	\$196,192.15	70	80
11	8/1/2010	8/31/2010	31	\$555,139.92	\$4,282,790.75	\$29,217.89	\$225,410.04	80	88
12	9/1/2010	9/30/2010	30	\$781,106.16	\$5,063,896.91	\$41,110.85	\$266,520.89	95	96
13	10/1/2010	11/30/2010	7	\$215,362.62	\$5,279,259.53	\$11,334.88	\$277,855.77	99	98
14	12/1/2010	6/30/2011	0	\$42,752.32	\$5,322,011.85	\$2,250.12	\$280,105.89	100	98

9/30/2011 Comments - Chasco has removed their water tower from the project. Due to ongoing drought conditions, the County will accept additional stabilization measures installed at the Contractor's expense and existing vegetation in lieu of full vegetation establishment. The County will be responsible for final vegetation establishment. The Balancing Change Order is being processed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/28/2010	-44,128.25	-44,128.25

3C: County Convenience. Implementation of a Value Engineering finding. The decision was made to restructure the size of drainage channel by installing new cross culverts to eliminate a large section of concrete riprap. Also, through the utilization of precast box culverts in lieu of cast-in-place boxes and installing the boxes under traffic with appropriate traffic controls, the Contractor will be able to eliminate the road closure and detour for CR 366 on the north end of project designated to occur in Phase II construction. 3F: County Convenience. Additional work desired by the County. The County is obligated to furnish two driveways on the Walther property and a pipe encasement crossing the new ROW on the Wolbrueck property in accordance with the ROW agreements. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Further testing of subgrade material indicated a need to increase lime treatment from 6% to 8%.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/25/2010	900.00	-43,228.25

3F: County Convenience. Additional work desired by the County. Williamson County has requested additional Bermuda seed be added to the contract seeding mix to achieve sufficient vegetative coverage throughout the project.

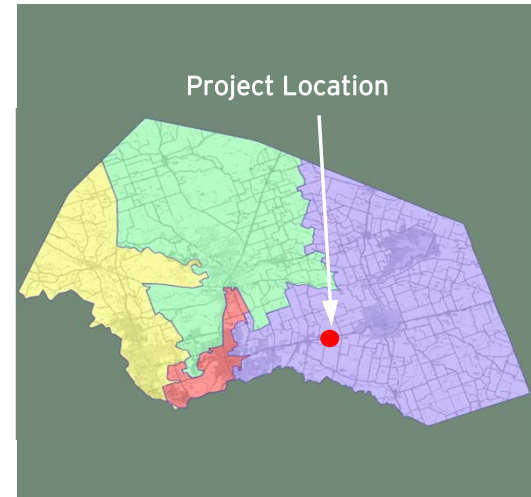
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/1/2011	-23,103.80	-66,332.05

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). Williamson County had not purchased the ROW needed to construct the west end of the project in time to include the original project limits in the contractor's scope of work. Therefore, the project's west end starting point was relocated 200 LF to the east thus reducing various original contract quantities.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	6/9/2011	41,558.79	-24,773.26

3M: County Convenience. Other. Asphalt placement/production bonus and ride quality bonus. The Contractor has met the requirements to receive an asphalt placement/production bonus and ride quality bonus for this project.

Adjusted Price = \$5,605,806.35



US 79 SECTION 3

(East of FM 1660 to CR 402)

Project Length: 3.4 Miles

Roadway Classification: Rural/Suburban Arterial

Roadway Section: 4-Lane Divided

Project Schedule: September 2010 - December 2011

Estimated Construction Cost: \$11.6 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: Subcontractor Aaron Concrete began milling the proposed eastbound lanes in preparation for level up hot mix placement. Subcontractor DNT placed embankment for median crossovers and Culverts E and G. Subcontractor Greater Austin formed footings for Culverts E and G and continues to form and pour SETs on the south side driveways.

9/16/2011: Aaron Concrete completed milling on the eastbound lanes east of Covert in preparation for hot mix placement. Greater Austin poured footings for Culverts E and G, formed the headwall for Culvert G, and poured SETs on the south side driveways.

9/23/2011: Ramming began placing hot mix Ty B level up between Covert and the east end of the project on the eastbound lanes. Greater Austin poured the headwall for Culvert E. DNT began excavation and embankment operations for the widening of the proposed eastbound lanes between Hutto and CR 132.

9/30/2011: Subcontractor Greater Austin is pouring median inlets throughout the project. Subcontractor DNT is backfilling Culverts E and G and grading base material on shoulders next to sections where the Contractor recently placed hot mix. DNT is also preparing subgrade for the turn lanes and crossovers.



Design Engineer: Klotz
Contractor: JD Ramming
Construction Inspection: Raba Kistner

Williamson County
Pass Through Financing Program



PASS THROUGH FINANCING: US 79 Section 3 (East of FM 1660 to CR 402)
Project No. 10WC817 TxDOT CSJ: 0204-02-027

Original Contract Price = \$11,500,547.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/30/2010	7/30/2010	9/13/2010	9/27/2010	12/26/2011		455	45	500
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
	1	9/15/2010	9/30/2010	2	\$489,761.30	\$489,761.30	4	0
	2	10/1/2010	10/31/2010	31	\$715,593.21	\$1,205,354.51	10	7
	3	11/1/2010	11/30/2010	30	\$1,069,439.18	\$2,274,793.69	20	13
	4	12/1/2010	12/31/2010	31	\$808,670.31	\$3,083,464.00	27	19
	5	1/1/2011	1/31/2011	31	\$450,485.50	\$3,533,949.50	30	25
	6	2/1/2011	2/28/2011	28	\$458,439.55	\$3,992,389.05	34	31
	7	3/1/2011	3/31/2011	31	\$512,325.93	\$4,504,714.98	39	37
	8	4/1/2011	4/30/2011	30	\$512,717.74	\$5,017,432.72	43	43
	9	5/1/2011	5/31/2011	31	\$804,499.69	\$5,821,932.41	50	49
	10	6/1/2011	6/30/2011	30	\$1,075,981.41	\$6,897,913.82	59	55
	11	7/1/2011	7/31/2011	31	\$560,375.02	\$7,458,288.84	64	61
	12	8/1/2011	8/31/2011	31	\$167,430.23	\$7,625,719.07	66	67
	13	9/1/2011	9/30/2011	30	\$510,778.58	\$8,136,497.65	70	73

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/25/2010	0.00	0.00

1A: Design Error or Omission. Incorrect PS&E. In the release of Addendum #3, the Engineer inadvertently added a bid item back in for Vegetative Watering, which had been changed to be a subsidiary cost in Addendum #2. This change order deletes the Vegetative Watering bid item and moves that cost to mobilization.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/21/2011	12,063.36	12,063.36

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The existing material in the area where Culvert D was to be extended was unusable due to continued groundwater seepage. It was determined that existing material would have to be removed and that 3"x5" rock would suffice to stabilize the area so Culvert D could be extended.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/21/2011	25,000.00	37,063.36

3L: County Convenience. Revising safety work/measures desired by the County. This change order will add a pay item to cover expenses associated with reimbursement for Law Enforcement when required by the Construction Inspector during certain construction activities. Payment for this bid item will be made based on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/22/2011	245,605.44	282,668.80

1A: Design Error or Omission. Incorrect PS&E. This change order compensates the Contractor for safety end treatments which were not quantified in the bid items, included in the original design, or were specified in the original design at the wrong size.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/26/2011	-161,115.00	121,553.80

3H: County Convenience. Cost savings opportunity discovered during construction. 3L: County Convenience. Revising safety work/measures desired by the County. This change order replaces the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement, creating a significant cost savings to the Project. The PFC will increase wet weather safety by increasing visibility through a reduction in the amount of water on the roadway surface.

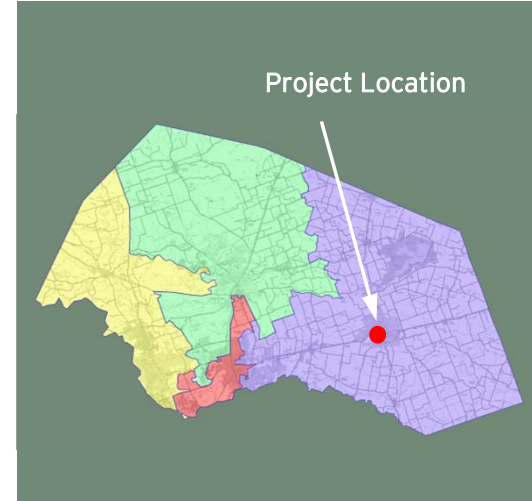
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	6/24/2011	0.00	121,553.80

3M: County Convenience. Other. The quantity for Type C hot mix asphalt necessary to construct CR 101 and CR 136 was inadvertently deleted in a previous change order, leaving only Type B. This change order adds the Type C back into the contract and reduces the quantity of Type B hot mix.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	7/12/2011	4,050.00	125,603.80

3L: County Convenience. Revising safety work/measures desired by the County. Two detours were added to the TCP at the east end of the project to provide for safe movement of traffic during construction. Also increased the number of tabs placed. 3H: County Convenience. Cost savings opportunity discovered during construction. Short term lane closures were utilized in lieu of barrier and crash cushions during the extension of cross culverts.

Adjusted Price = \$11,626,150.83



SECOND STREET ROADWAY IMPROVEMENTS

(US 79 West of Taylor to SH 95 in the City of Taylor)

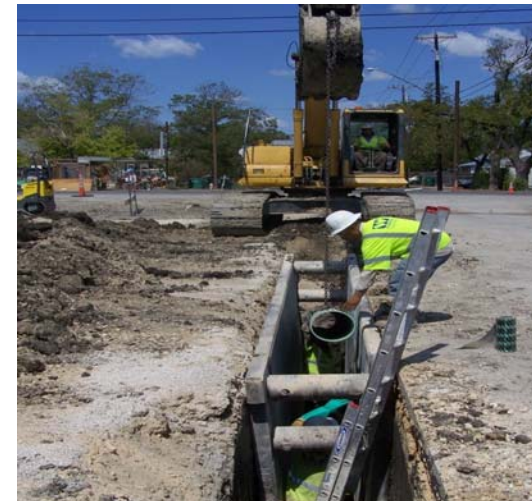
Project Length: 1.4 Miles

Roadway Classification: Urban Arterial

Roadway Section: Four-Lane Roadway

Project Schedule: February 2011 - August 2012

Estimated Construction Cost: \$9.0 Million



SEPTEMBER 2011 IN REVIEW

9/9/2011: FTWoods continues to tie in water services to Line A between Victoria Street and Doak Street. The Contractor installed 8 inch laterals off of Waterline A at Fowzer and Branch Streets. FTWoods continues to install the 18 inch wastewater line on Sloan Street and began installing the 8 inch wastewater line south of Annie Street.

9/16/2011: FTWoods continues to tie in water services and test Waterline A between Park Street and Vance Street. The Contractor completed installing the 18 inch wastewater line on Sloan Street and the 8 inch wastewater line south of Annie Street. FTWoods installed 4x2 storm sewer boxes on Victoria Street and is installing 8 inch waterlines on Talbot and Vance Streets.

9/23/2011: FTWoods began installing the 12 inch wastewater line on Doak Street. The Contractor began street cuts for the road widening and excavation operations upstream at Channel 1.

9/30/2011: FTWoods completed installing 8 inch waterlines on Talbot and Vance Streets and began testing the lines. The Contractor is also testing the 18 inch wastewater line and manholes on Sloan Street. FTWoods continues installing wastewater lines on Annie, Vance, and Doak Streets.



Design Engineer: Halff
Contractor: FTWoods Construction
Construction Observation:
Ryan Rivera, HNTB Corporation
Dennis Kleppe, City of Taylor

Williamson County
Road Bond Program



Second Street Roadway Improvements (US 79 West of Taylor to SH 95 in the City of Taylor)**Project No. 10WC821**

Original Contract Price = \$8,973,072.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/28/2010	12/15/2010	2/17/2011	2/19/2011	8/1/2012		530	0	530	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2011	2/28/2011	0	\$61,343.32	\$61,343.32	\$6,815.92	\$6,815.92	1	0
2	3/1/2011	3/31/2011	27	\$627,027.77	\$688,371.09	\$72,398.84	\$79,214.76	8	5
3	4/1/2011	4/30/2011	30	\$378,020.47	\$1,066,391.56	\$42,002.28	\$121,217.04	12	11
4	5/1/2011	5/31/2011	31	\$262,721.42	\$1,329,112.98	\$29,191.27	\$150,408.31	15	17
5	6/1/2011	6/30/2011	30	\$348,273.39	\$1,677,386.37	\$38,697.04	\$189,105.35	19	22
6	7/1/2011	7/31/2011	31	\$243,961.94	\$1,921,348.31	\$27,106.88	\$216,212.23	21	28
7	8/1/2011	8/31/2011	31	\$250,164.25	\$2,171,512.56	\$27,796.03	\$244,008.26	24	34

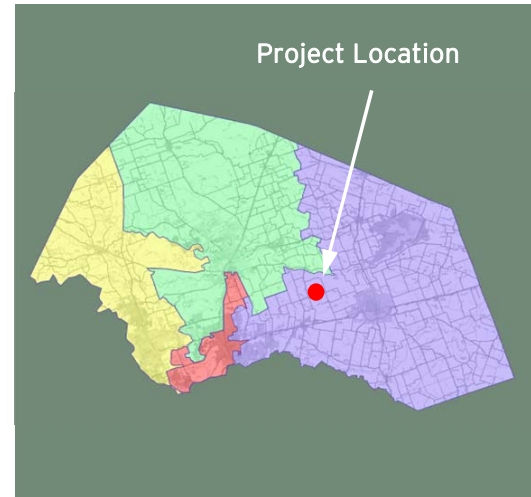
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/26/2011	100,915.00	100,915.00

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/26/2011	(\$26,176.60)	74,738.40

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.

Adjusted Price = \$9,047,811.20



FM 1660 @ LANDFILL RD. (CR 128)

Project Length: 0.9 Miles
 Roadway Classification: Rural Collector
 Roadway Section: Two-lane roadway w/ left and right turn lanes

Project Schedule: July 2011 - October 2011
 Estimated Construction Cost: \$374K



SEPTEMBER 2011 IN REVIEW

9/9/2011: Aaron Concrete placed and finished all of the flex base south of Landfill Road. Subcontractor Ramming primed the base and began hot mix asphalt paving operations. North of Landfill Road, Aaron Concrete backfilled to the edge of the pavement with topsoil.

9/16/2011: Aaron Concrete bladed topsoil along the edge of the completed roadway. Ramming completed all hot mix asphalt paving. Subcontractor DIJ applied pavement markings, Subcontractor BMP installed permanent erosion control devices and Subcontractor N-Line installed the final project signs. Aaron Concrete requested Substantial Completion on 9/14/11.

9/23/2011: Aaron Concrete began working on anticipated punchlist items.

9/30/2011: The GEC, Wilco and TxDOT are scheduled to do walkthroughs this week for development of the final punchlist. Aaron Concrete continues to work on anticipated punchlist items.



Design Engineer: HNTB Corporation
 Contractor: Aaron Concrete
 Construction Observation:
 Jerry Jansen, Williamson County

Williamson County
 Road Bond Program

FM 1660 @ Landfill Rd. (CR 128)**Project No. 11WC913 TxDOT CSJ: 1566-01-012**

Original Contract Price = \$374,290.88

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
	5/10/2011	7/15/2011	7/25/2011	10/22/2011			90	0	90
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	7/25/2011	8/26/2011	31	\$76,756.68	\$76,756.68	\$8,528.52	\$8,528.52	23%	34
							Adjusted Price =		
							\$374,290.88		

Commissioners Court - Regular Session**19.****Meeting Date:** 10/18/2011

10WC817 US 79 Section 3 Change Order No 10

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

Information**Agenda Item**

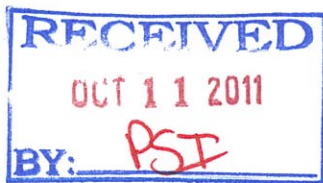
Consider approving Change Order No. 10 in the amount of \$13,816.60 for US 79 Section 3, a Pass Through Financing Project in Precinct Four.

Background

This Change Order compensates the Contractor for changes to the wastewater line installed with this project and additional testing not in the original contract specifications requested by the City of Hutto. The requests include CCTV testing of the new wastewater line, lowering of the manhole at Sta. 1+00 for accessibility purposes, and vacuum testing of the existing manholes. These items are industry standard practices for the construction of wastewater lines, but were not included in the project specifications.

Attachments[US 79 Sec 3 CO 10](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Form Started By: Tiffany Mcconnell		Started On: 10/13/2011 08:27 AM
	Final Approval Date: 10/13/2011	

**WILLIAMSON COUNTY, TEXAS**CHANGE ORDER NUMBER: 10

1. CONTRACTOR: J.D. Ramming Paving Co., LTD.
2. Change Order Work Limits: Sta. 543+76.32 to Sta. 577+74.85
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: 10WC817

Roadway: US 79 Section 3

CSJ Number: 0204-02-027, etc

5. Describe the work being revised:

4B: Third Party Accommodation. Third Party Requested Work. The City of Hutto has requested 1) CCTV testing on the new wastewater line, 2) lowering of the manhole at Sta. 1+00, and 3) vacuum testing of the existing manholes remaining in service. These items are industry standard practices for the construction of wastewater lines, but were not included in the project specifications.

6. Work to be performed in accordance with Items: 479
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 providedTime Ext. #: N/A Days added on this CO: N/AAmount added by this change order: \$13,816.60THE CONTRACTOR Date 10-5-2011By [Signature]Typed/Printed Name POD PELWINEYTyped/Printed Title PROJ. MGR**RECOMMENDED FOR EXECUTION:**

[Signature] P.E. 10/5/11
Project Manager Date

N/A
Design Engineer Date

[Signature] 12/11/2011
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

CHANGE ORDER NUMBER: 10

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
479-2004	ADJ MANHS (SANITARY)	EA	\$2,885.00	0.00	\$0.00	1.00	1.00	\$2,885.00	\$2,885.00
999-0004	CCTV TESTING OF WW LINE	LF	\$2.90	0.00	\$0.00	3,504.00	3,504.00	\$10,161.60	\$10,161.60
999-0005	VACUUM TEST EXISTING WW MH	EA	\$385.00	0.00	\$0.00	2.00	2.00	\$770.00	\$770.00
TOTALS					\$0.00		3,507.00	\$13,816.60	\$13,816.60

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

**US 79 Section 3
Williamson County Project No. 10WC817**

Change Order No. 10

Reason for Change

This Change Order compensates the Contractor for changes to the wastewater line installed with this project and additional testing not in the original contract specifications requested by the City of Hutto. The requests include CCTV testing of the new wastewater line, lowering of the manhole at Sta. 1+00 for accessibility purposes, and vacuum testing of the existing manholes.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
479-2004	ADJ MANHS (SANITARY)	1	EA
999-0004	CCTV TESTING OF WW LINE	3504	LF
999-0005	VACUUM TESTING WW MH	2	EA

This Change Order results in a net increase of \$13,816.60 to the Contract amount, for an adjusted Contract amount of \$11,683,111.07. The original Contract amount was \$11,500,547.03. As a result of this and all Change Orders to date, \$182,564.04 has been added to the Contract, resulting in a 1.59% 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.

RABA-KISTNER INFRASTRUCTURE

Ron Seal, P.E.

Laura Harris

From: Ronald Seal <ronald.seal@rkci.com>
Sent: Tuesday, September 20, 2011 2:27 PM
To: Christen Eschberger; James Klotz; Laura Harris; Mark Cissell; Ryan Rivera; Tiffany McConnell
Subject: FW: SS-City of Hutto pricing revisions
Attachments: hutto ss_rev-2.xlsx

I sent PCO#10 to you on 9/2/11 based on Rod's original prices. I received this email today stating those prices were no longer good and has sent "revised" pricing. Please advise.

Thanks,

Ron

Ronald C. Seal, P.E.

Raba-Kistner Infrastructure, Inc.

7700 Chevy Chase Drive, Bldg. 1; Ste 110

Austin, TX 78752

Phone: (512)904-9177

Cell: (936)676-7157

Fax: (512)904-9186

Email: rseal@rkci.com

TBPE Firm Number 3257

From: rod pekurney [<mailto:rpekurney@gmail.com>]
Sent: Tuesday, September 20, 2011 9:58 AM
To: Ronald Seal; Daniel Pyle
Subject: SS-City of Hutto pricing revisions

Ron:

Attached is our revised pricing for the approved" items regarding the sanitary sewer change order. These prices are good for 10 working days from date of this email. If theses prices are not accepted in a formal change order, we reserve the right to change prices.

Thanks
Ramming Paving

Rod Pekurney
General Manager

US 79 Section 3

Change Order (revised pricing 9/20/2011)

City of Hutto SS Items

Item	Description	Qty	Unit	Unit Price	Total
2	CCTV Testing of WW Line	3504	LF	\$ 2.90	\$ 10,161.60
3	Lowering of MH @ STA. 1+00	1	EA	\$ 2,885.00	\$ 2,885.00
5	Vaccum Test Existing WW MH	2	EA	\$ 385.00	\$ 770.00
					<u>\$ 13,816.60</u>

Commissioners Court - Regular Session**20.****Meeting Date:** 10/18/2011

10WC817 US 79 Section 3 Change Order No 11

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

Information**Agenda Item**

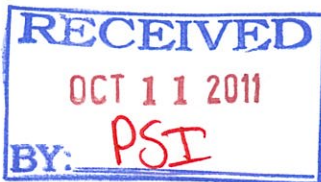
Consider approving Change Order No. 11 in the amount of \$2,758.00 for US 79 Section 3, a Pass Through Financing Project in Precinct Four.

Background

This Change Order compensates the Contractor for construction of four additional driveways. Two driveways were left off the plans for the realigned Limmer Loop and two driveways were added to provide access to property owners due to realigned County roads. The Change Order also accounts for the reduced size of Driveway 1, which had been designed for pending development that was never permitted by TxDOT, to a standard driveway.

Attachments[US 79 Sec 3 CO 11](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Form Started By: Tiffany Mcconnell		Started On: 10/13/2011 08:32 AM
	Final Approval Date: 10/13/2011	

**WILLIAMSON COUNTY, TEXAS**CHANGE ORDER NUMBER: 11

1. CONTRACTOR: J.D. Ramming Paving Co., LTD.
2. Change Order Work Limits: Sta. Various to Sta. Various
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 3H (3 Max. - In order of importance - Primary first)

Project: 10WC817

Roadway: US 79 Section 3


CSJ Number: 0204-02-027, etc

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for construction of four additional driveways. Two driveways were left off the plans for the realigned Limmer Loop and two driveways were added to provide access to property owners due to realigned County roads. **3H: County Convenience. Cost savings opportunity discovered during construction.** Driveway 1 was designed for pending development and was never permitted by TxDOT, therefore the driveway was reduced to a standard driveway.

6. Work to be performed in accordance with Items: 464, 467 and 530
7. New or revised plan sheet(s) are attached and numbered: 4, 42-44, 44A, 113, 129B, 137, 139, 141, 146, 152, 230-231, 291
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.


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

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>	The following information must be provided
THE CONTRACTOR Date <u>10-5-2011</u>	Time Ext. #: <u>N/A</u> Days added on this CO: <u>N/A</u>
By 	Amount added by this change order: <u>\$2,758.00</u>
Typed/Printed Name <u>POD PEKUVINE</u>	
Typed/Printed Title <u>PROJ. MGR</u>	

RECOMMENDED FOR EXECUTION:

 P.E. 10/5/11
Project Manager Date

N/A
Design Engineer Date

 10/11/2011
Program Manager Date

Design Engineer's Seal:

See Revised Plan 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

Project # 10WC817

Project # 10WC817

CHANGE ORDER NUMBER: 11

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

**US 79 Section 3
Williamson County Project No. 10WC817**

Potential Change Order No. 11

Reason for Change

This Change Order compensates the Contractor for the construction of four additional driveways. The first two driveways, including driveway pipe and SETs, will be added on the re-aligned Limmer Loop that were left off the plans (ROW was acquired in August 2008 and notice was given to the Engineer to add the driveways at that time), designated as Driveways No. 20 and No. 21. A third driveway will be added to the old Limmer Loop in order to restore access to property that was stranded after that portion of access was eliminated when Limmer Loop was realigned. Finally, one driveway will be added at CR 101 to provide access to property that will be rendered inaccessible in inclement weather located between the old CR 101 and the realigned CR 101. No driveway pipe or SETs will be necessary.

During the course of construction, it was determined that Driveway No. 1 could be reduced in size to a standard width driveway due to the fact that the proposed development driveway in the plans was never permitted with TxDOT. This reduced width helps offset some of the costs of the above added driveways.

No new items are required for this change order.

This Change Order results in a net increase of \$2,758.00 to the Contract amount, for an adjusted Contract amount of \$11,685,869.07. The original Contract amount was \$11,500,547.03. As a result of this and all Change Orders to date, \$185,322.04 has been added to the Contract, resulting in a 1.61% 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.

RABA-KISTNER INFRASTRUCTURE

Ron Seal, P.E.

Commissioners Court - Regular Session**21.****Meeting Date:** 10/18/2011

11WC903 San Gabriel Parkway Phase II Change Order No 2

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

Information**Agenda Item**

Consider approving Change Order No. 2 in the amount of \$8,220.00 for San Gabriel Parkway Phase II, a Road Bond Project in Precinct Two.

Background

This Change Order provides payment to the Contractor for additional flex base at the west end of the project, the tie in at the 183A northbound frontage road. The existing grades at the tie-in built by CTRMA's contractor are approximately 1' 4" higher than shown on the San Gabriel Parkway plans.

Attachments[San Gabriel Pkwy II CO 2](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Form Started By: Tiffany Mcconnell		Started On: 10/13/2011 08:34 AM
	Final Approval Date: 10/13/2011	

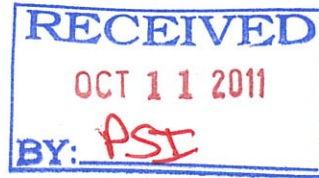
Received

OCT 4 2011

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2



1. CONTRACTOR: Ranger Excavating
2. Change Order Work Limits: Sta. 123+61 to Sta. 126+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: 11WC903
Roadway: San Gabriel Pkwy Phase II
Purchase Order Number: _____

5. Describe the work being revised:

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order provides payment to the Contractor for additional flex base at the west end of the project, the tie in at the 183A northbound frontage road. The grades at the tie-in built by CTRMA's contractor are approximately 1' 4" higher than shown on the San Gabriel Parkway plans.

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

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

<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 <u>10/2/11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>MICHAEL EHEMANT</u></p> <p>Typed/Printed Title <u>Sr. Procs. Mgr.</u></p>	<p>The following information must be provided</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>\$8,220.00</u></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 10/5/11
Project Manager Date

N/A
Design Engineer Date

[Signature] 10/11/2011
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

Project # 11WC903

CHANGE ORDER NUMBER: 2

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

**San Gabriel Parkway Ph II
Williamson County Project No. 11WC903**

Change Order No. 2

Reason for Change

This Change Order provides payment for additional work by the Contractor to add additional flex base at the west end of the project, at the tie-in to the 183A northbound frontage road. The grades at the tie-in built by CTRMA's contractor are 1' 4" higher than shown on the San Gabriel Parkway plans. To construct a smooth transition at the intersection, the grades had to be adjusted from the tie-in back approximately 250 LF due to curb and gutter in the median area.

No new items are required for this Change Order.

This Change Order results in a net increase of \$8,220.00 to the Contract amount, for an adjusted Contract amount of \$1,190,900.88. The original contract amount was \$1,182,680.88. As a result of this and all Change Orders to-date, \$8,220.00 has been added to the Contract, resulting in a 0.7% 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.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session**22.****Meeting Date:** 10/18/2011

10WC823 Hero Way Change Order No 6

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

Information**Agenda Item**

Consider approving Change Order No. 6 in the amount of \$11,790.00 for Hero Way, a Road Bond Project in Precinct Two.

Background

This Change Order provides payment for additional work by the Contractor to remove and replace a portion the existing 12 inch waterline on the east side of the railroad tracks under Hero Way. The existing line is in poor condition and has several bends in it preventing the installation of the required split encasement. The old waterline will be removed, the new waterline will be placed in the encasement, and then the entire section will be tied back into the existing waterline. This will allow for the City of Leander to tie-in to the new waterline when they replace the rest of the existing line and will prevent damaging anything within the Hero Way ROW.

Attachments[Hero Way CO 6](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:44 AM
Form Started By: Tiffany Mcconnell		Started On: 10/13/2011 08:37 AM
	Final Approval Date: 10/13/2011	

Received

OCT 11 2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

HNTB Corporation
Round Rock

1. CONTRACTOR: DNT Construction

2. Change Order Work Limits: Sta. 2+00 to Sta. 3+00

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2G (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). This Change Order provides payment to the Contractor to remove and replace a portion the existing 12 inch waterline on the east side of the railroad tracks crossing under Hero Way. The existing waterline is in poor condition and contains several bends which prevent the installation of the required split encasement.

6. Work to be performed in accordance with Items: See Attached.

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

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

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

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 CONTRACTOR

Date 10/11/11

By

Typed/Printed Name

Erik Zamora

Typed/Printed Title

Project Manager

The following information must be provided

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

Amount added by this change order: \$11,790.00

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 10/11/11
Project Manager Date

N/A

Design Engineer

Date

[Signature]
Program Manager

10/11/2011
Date

Design Engineer's Seal:

N/A

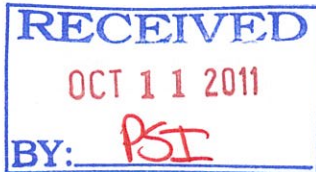
County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date



Project: 10WC823

Roadway: Hero Way

Purchase Order
Number: _____

Project # 10WC823

[illegible][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

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

Change Order No. 6

Reason for Change

This Change Order provides payment for additional work by the Contractor to remove and replace a portion the existing 12 inch waterline on the east side of the railroad tracks under Hero Way. The existing line is in poor condition and has several bends in it preventing the installation of the required split encasement. The old waterline will be removed, the new waterline will be placed in the encasement, and then the entire section will be tied back into the existing waterline. This will allow for the City of Leander to tie-in to the new waterline when they replace the rest of the existing line and will prevent damaging anything within the Hero Way ROW.

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

ITEM	DESCRIPTION	QTY	UNIT
5970-2008	WET CONNECTIONS 12 DIA X 12 DIA	2	EA
5972-2005	PIPE (12") PVC C-900 DR-14	130	LF
5972-2013	VALVES (GATE) (12")	1	EA
9999-004	2 IN BLOW OFF VALVE	1	EA

This Change Order results in a net increase of \$11,790.00 to the Contract amount, for an adjusted Contract amount of \$4,213,449.34. The original Contract amount was \$4,232,522.80. As a result of this and all Change Orders to date, \$19,073.46 has been deducted from the Contract, resulting in a 0.5% 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.

Commissioners Court - Regular Session**23.****Meeting Date:** 10/18/2011

09WC717 Chandler Road Phase 3B Change Order No 5

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

Information**Agenda Item**

Consider approving Change Order No. 5 in the amount of -\$22,143.60 for Chandler Road Phase 3B, a Road Bond Project in Precinct Four.

Background

This Change Order provides for balancing the overrun / underrun contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

Attachments[Chandler 3B CO 5](#)**Form Review**

Inbox
County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Reviewed By
Wendy Coco

Final Approval Date: 10/13/2011

Date
10/13/2011 02:25 PM
Started On: 10/13/2011 08:45 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: Chasco Constructors, Ltd., L.L.P.

2. Change Order Work Limits: Sta. 211+00 to Sta. 375+00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 3M (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

6. Work to be performed in accordance with Items: N/A

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

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

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

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>	The following information must be provided
	Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u> Amount added by this change order: <u>(\$22,143.60)</u>
THE CONTRACTOR Date _____	
By _____	
Typed/Printed Name _____	
Typed/Printed Title _____	

RECOMMENDED FOR EXECUTION:

_____	County Commissioner Precinct 1	_____	Date
Project Manager	<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL	

_____	County Commissioner Precinct 2	_____	Date
N/A	<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL	
Design Engineer			

_____	County Commissioner Precinct 3	_____	Date
Program Manager	<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL	

Design Engineer's Seal:

N/A

_____	County Commissioner Precinct 4	_____	Date
<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL		

_____	County Judge	_____	Date
<input type="checkbox"/> APPROVED			

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 09WC717

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
164-2041	DRILL SEEDING (TEMP) (WARM)	SY	\$0.25	81,493.00	\$20,373.25	(81,493.00)	0.00	\$0.00	(\$20,373.25)
164-2043	DRILL SEEDING (TEMP) (COOL)	SY	\$0.25	81,493.00	\$20,373.25	189,547.00	271,040.00	\$67,760.00	\$47,386.75
260-2027	LIME TRT (EXST MATL)(8")	SY	\$2.05	101,270.00	\$207,603.50	3.00	101,273.00	\$207,609.65	\$6.15
341-2011	D-GR HMA (QCQA) TY-B PG64-22	TN	\$51.00	13,073.00	\$666,723.00	96.00	13,169.00	\$671,619.00	\$4,896.00
341-2050	D-GR HMA(QCQA) TY-C PG70-22	TN	\$58.00	11,946.00	\$692,868.00	620.00	12,566.00	\$728,828.00	\$35,960.00
432-2035	RIPRAP (CONC)(6 IN)	CY	\$193.00	998.00	\$192,614.00	(472.25)	525.75	\$101,469.75	(\$91,144.25)
467-2288	SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	\$1,020.00	50.00	\$51,000.00	2.00	52.00	\$53,040.00	\$2,040.00
502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$1,000.00	17.00	\$17,000.00	(4.00)	13.00	\$13,000.00	(\$4,000.00)
506-2001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	\$11.00	1,230.00	\$13,530.00	5.00	1,235.00	\$13,585.00	\$55.00
506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	\$31.00	895.00	\$27,745.00	(20.00)	875.00	\$27,125.00	(\$620.00)
506-2009	ROCK FILTER DAMS (REMOVE)	LF	\$6.00	2,125.00	\$12,750.00	(15.00)	2,110.00	\$12,660.00	(\$90.00)
506-2016	CONSTRUCTION EXITS (INSTALL)(TY I)	SY	\$6.00	156.00	\$936.00	156.00	312.00	\$1,872.00	\$936.00
531-2022	CURB RAMPS (TY 7)(MOD)	EA	\$550.00	4.00	\$2,200.00	(2.00)	2.00	\$1,100.00	(\$1,100.00)
531-2024	CONC SIDEWALK (5")	SY	\$40.00	35.00	\$1,400.00	(10.00)	25.00	\$1,000.00	(\$400.00)
540-2001	MTL W-BEAM GD FEN (TIM POST)	LF	\$18.00	567.00	\$10,206.00	(42.00)	525.00	\$9,450.00	(\$756.00)
644-2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	EA	\$435.00	14.00	\$6,090.00	14.00	28.00	\$12,180.00	\$6,090.00
5445	DEAD END ROADWAY BARRICADE	EA	\$1,030.00	1.00	\$1,030.00	(1.00)	0.00	\$0.00	(\$1,030.00)
TOTALS					\$1,944,442.00			\$1,922,298.40	(\$22,143.60)

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

**Chandler Road Phase 3B
Williamson County Project No. 09WC717**

Change Order No. 5

Reason for Change

This Change Order provides for balancing the overrun / underrun Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

Due to ongoing drought conditions, the County will accept additional stabilization measures installed at the Contractor's expense and existing vegetation in lieu of full vegetation establishment. The County will be responsible for final vegetation establishment.

This Change Order results in a net decrease of \$22,143.60 to the Contract amount, for a final Contract total of \$5,602,117.74. The original Contract amount was \$5,649,034.60. As a result of this and all Change Orders to date, \$46,916.86 has been deducted from the Contract, resulting in a 0.8% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract schedule as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session

24.

Meeting Date: 10/18/2011

09WC707 CR 175 Phase 2A Change Order No 7

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 7 in the amount of -\$35,923.15 for CR 175 Phase 2A, a Road Bond Project in Precinct Two.

Background

This Change Order provides for balancing the overrun / underrun contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

Attachments

[CR 175 Ph 2A CO 7](#)

Form Review

Inbox
County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Reviewed By
Wendy Coco

Final Approval Date: 10/13/2011

Date
10/13/2011 02:25 PM
Started On: 10/13/2011 08:48 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

1. CONTRACTOR: RGM Constructors

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 09WC707

Roadway: CR 175, Phase 2A

**Purchase Order
Number:** _____

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

6. Work to be performed in accordance with Items: See Attached.

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

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

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

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>	<i>The following information must be provided</i>
THE CONTRACTOR _____ Date _____	Time Ext. #: _____ Days added on this CO: <u>0</u>
By _____	Amount added by this change order: <u>(\$35,923.15)</u>
Typed/Printed Name _____	
Typed/Printed Title _____	

RECOMMENDED FOR EXECUTION:

Project Manager _____ Date _____
Construction Observer

Design Engineer _____ Date _____

Program Manager _____ Date _____

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge _____ Date _____

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 09WC707

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
0100-0502	PREP ROW	STA	\$725.00	55.37	\$40,143.25	5.63	61.00	\$44,225.00	\$4,081.75
0164-0517	DRILL SEED (TEMP) WARM	SY	\$0.12	22,667.00	\$2,720.04	(8,667.00)	14,000.00	\$1,680.00	(\$1,040.04)
0166-0501	FERTILIZER (13-13-13)	TON	\$820.00	2.83	\$2,320.60	0.17	3.00	\$2,460.00	\$139.40
0168-0501	VEGETATIVE WATERING (PERM EROSN CONTROL)	MG	\$12.00	906.00	\$10,872.00	1,265.50	2,171.50	\$26,058.00	\$15,186.00
0168-0502	VEGETATIVE WATERING (TEMP EROSN CONTROL)	MG	\$12.00	352.00	\$4,224.00	92.00	444.00	\$5,328.00	\$1,104.00
0169-0503	SOIL RET BLNKT (CL 1)(TY C)	SY	\$2.00	2,062.00	\$4,124.00	496.00	2,558.00	\$5,116.00	\$992.00
0247-599	FL BS (COMP IN PLA)(TYA GR2 CL 4)(6")	CY	\$45.00	205.88	\$9,264.60	104.12	310.00	\$13,950.00	\$4,685.40
0247-599	FL BS (CMPL IN PLAC)(TYA GR2 CL4)(20")	CY	\$18.75	10,132.44	\$189,983.25	547.80	10,680.24	\$200,254.50	\$10,271.25
0310-0504	ASPH MATRL (MC-30 OR AE-P)	GAL	\$3.10	6,893.34	\$21,369.35	(34.34)	6,859.00	\$21,262.90	(\$106.45)
0340-0562	ASPH CONC (TY B) (BASE) (PG 64-22)	TON	\$67.00	478.11	\$32,033.37	(195.32)	282.79	\$18,946.93	(\$13,086.44)
0340-0574	ASPH CONC (PG-64-22) (TY C) NOTE: 4 INCH DTH	SY	\$13.70	33,169.17	\$454,417.63	21.63	33,190.80	\$454,713.96	\$296.33
0432-0529	RIPRAP (CONC) (CL B) (STAMPED)	CY	\$350.00	63.50	\$22,225.00	0.29	63.79	\$22,326.50	\$101.50
0460-0511	CMP AR (GAL STL DES 2)	LF	\$37.00	331.00	\$12,247.00	36.00	367.00	\$13,579.00	\$1,332.00
0462-0518	CONC BOX CULV (7FT X 4FT)	LF	\$190.00	284.20	\$53,998.00	(0.20)	284.00	\$53,960.00	(\$38.00)
0464-0519	RC PIPE (CL IV) (18 IN)	LF	\$36.00	70.00	\$2,520.00	10.00	80.00	\$2,880.00	\$360.00
0467-0549	SAFETY END TREAT (TY II) (DES 2) (CMP) (P)	EA	\$550.00	16.00	\$8,800.00	2.00	18.00	\$9,900.00	\$1,100.00
0467-0680	SAFE END TRT (TY II) (18 IN) (RCP) (6:1)	EA	\$850.00	2.00	\$1,700.00	(2.00)	0.00	\$0.00	(\$1,700.00)
0502-0501	BARRICADES, SIGNS AND TRAF HANDLE	MO	\$2,500.00	7.00	\$17,500.00	2.00	9.00	\$22,500.00	\$5,000.00
0508-0501	CONSTRUCT DETOURS (CL 1)	STA	\$5,100.00	16.18	\$82,518.00	0.02	16.20	\$82,620.00	\$102.00
0529-0532	CONC CURB & GUTTER (TY II)	LF	\$8.20	8,425.00	\$69,085.00	(52.00)	8,373.00	\$68,658.60	(\$426.40)
TOTALS					\$1,042,065.09			\$1,070,419.39	\$28,354.30

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 09WC707

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
0529-0540	CONCRETE CURB (MOW STRIP)	LF	\$16.50	1,390.00	\$22,935.00	(53.00)	1,337.00	\$22,060.50	(\$874.50)
0529-0623	CONCRETE CURB (RIBBON)	LF	\$6.20	8,811.00	\$54,628.20	(262.00)	8,549.00	\$53,003.80	(\$1,624.40)
0530-0503	DRVWY (ASPH CONC PAV)	SY	\$19.00	1,190.41	\$22,617.79	612.26	1,802.67	\$34,250.73	\$11,632.94
0530-0536	DRVWY (CONC) (5INCH)	SY	\$105.00	44.78	\$4,701.90	(44.78)	0.00	\$0.00	(\$4,701.90)
0540-0507	MTL BEAM GD FEN (BLKOUT)(12 GA)(TIM POST)	LF	\$19.50	912.50	\$17,793.75	(43.00)	869.50	\$16,955.25	(\$838.50)
0540-0508	MTL BEAM GD FEN (12 GA)(STL POST)	LF	\$31.00	112.50	\$3,487.50	0.50	113.00	\$3,503.00	\$15.50
0552-0503	GATE (TYPE I)	EA	\$565.00	6.00	\$3,390.00	(6.00)	0.00	\$0.00	(\$3,390.00)
0552-0545	WIRE FENCE (TY C)(MOD)	LF	\$3.20	4,607.00	\$14,742.40	(4,607.00)	0.00	\$0.00	(\$14,742.40)
0552-0540	WIRE FENCE (TY D)(MOD)	LF	\$3.40	2,860.00	\$9,724.00	(2,860.00)	0.00	\$0.00	(\$9,724.00)
0552-0540	WIRE FENCE (TY E)(MOD)	LF	\$3.30	755.00	\$2,491.50	(755.00)	0.00	\$0.00	(\$2,491.50)
560-0501	MAILBOX INSTAL (SINGLE)	EA	\$180.00	6.00	\$1,080.00	1.00	7.00	\$1,260.00	\$180.00
644-0614	SM RD SGN ASSM TY 10BWG(1)SA(P)	EA	\$400.00	35.00	\$14,000.00	(3.00)	32.00	\$12,800.00	(\$1,200.00)
644-0618	SM RD SGN ASSM TY 10BWG(1)SA(T)	EA	\$500.00	4.00	\$2,000.00	3.00	7.00	\$3,500.00	\$1,500.00
662-0549	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	LF	\$0.18	8,823.00	\$1,588.14	(1,561.00)	7,262.00	\$1,307.16	(\$280.98)
662-0551	WRK ZN PAV MRK NON-REMOV (W) (4") (DOT)	LF	\$0.28	184.00	\$51.52	(184.00)	0.00	\$0.00	(\$51.52)
662-0555	WRK ZN PAV MRK NON-REMOV (W) (12") (SLD)	LF	\$4.45	127.00	\$565.15	(127.00)	0.00	\$0.00	(\$565.15)
662-0569	WRK ZN PAV MRK NON-REMOV (Y) (4") (SLD)	LF	\$0.18	15,011.00	\$2,701.98	(237.00)	14,774.00	\$2,659.32	(\$42.66)
662-0571	WRK ZN PAV MRK NON-REMOV (Y) (4") (DOT)	LF	\$0.28	262.00	\$73.36	(242.00)	20.00	\$5.60	(\$67.76)
666-0501	REFL PAV MRK TY I (W) (4 IN) (SLD)	LF	\$0.25	2,563.00	\$640.75	167.00	2,730.00	\$682.50	\$41.75
666-0502	REFL PAV MRK TY I (W) (4 IN) (BRK)	LF	\$0.25	2,170.00	\$542.50	210.00	2,380.00	\$595.00	\$52.50
666-0506	REFL PAV MRK TY I (W) (8 IN) (SLD)	LF	\$0.45	1,364.00	\$613.80	189.00	1,553.00	\$698.85	\$85.05
666-0509	REFL PAV MRK TY I (W) (12 IN) (SLD)	LF	\$2.25	911.00	\$2,049.75	(488.00)	423.00	\$951.75	(\$1,098.00)
666-0512	REFL PAV MRK TY I (W) (24 IN) (SLD)	LF	\$4.35	175.00	\$761.25	(49.00)	126.00	\$548.10	(\$213.15)
666-0513	REFL PAV MRK TY I (W) (ARROW)	EA	\$75.00	23.00	\$1,725.00	(2.00)	21.00	\$1,575.00	(\$150.00)
666-0517	REFL PAV MRK TY I (W) (WORD)	EA	\$80.00	13.00	\$1,040.00	3.00	16.00	\$1,280.00	\$240.00
666-0524	REFL PAV MRK TY I (4" YELLOW SOLID)	LF	\$0.25	3,052.00	\$763.00	(985.00)	2,067.00	\$516.75	(\$246.25)
666-0530	REFL PAV MRK TY I (12" YELLOW BRK)	LF	\$2.32	375.00	\$870.00	(131.00)	244.00	\$566.08	(\$303.92)
666-0535	REFL PAV MRK TY II (W) (4 IN) (SLD)	LF	\$0.12	2,563.00	\$307.56	167.00	2,730.00	\$327.60	\$20.04
666-0536	REFL PAV MRK TY II (4 IN WHITE BRK)	LF	\$0.13	2,170.00	\$282.10	210.00	2,380.00	\$309.40	\$27.30
666-0539	REFL PAV MRK TY II (W) (8") (SLD)	LF	\$0.22	1,364.00	\$300.08	189.00	1,553.00	\$341.66	\$41.58
666-0541	REFL PAV MRK TY II (W) (12") (SLD)	LF	\$1.20	911.00	\$1,093.20	(488.00)	423.00	\$507.60	(\$585.60)
666-0544	REFL PAV MRK TY II (W) (24 IN) (SLD)	LF	\$2.30	175.00	\$402.50	(49.00)	126.00	\$289.80	(\$112.70)
666-0545	REFL PAV MRK TY II (W) (ARROW)	EA	\$45.00	23.00	\$1,035.00	(2.00)	21.00	\$945.00	(\$90.00)
666-0549	REFL PAV MRK TY II (W) (WORD)	EA	\$45.00	13.00	\$585.00	3.00	16.00	\$720.00	\$135.00
666-0556	REFL PAV MRK TY II (Y) (4 IN) (SLD)	LF	\$0.12	3,052.00	\$366.24	(985.00)	2,067.00	\$248.04	(\$118.20)
666-0561	REFL PAV MRK TY II (Y) (12 IN) (SLD)	LF	\$1.20	375.00	\$450.00	(131.00)	244.00	\$292.80	(\$157.20)
672-0509	RAIS PAV MRKR CL B (REFL) TY II-A-A	LF	\$3.35	60.00	\$201.00	60.00	120.00	\$402.00	\$201.00
672-0510	RAIS PAV MRKR TY II-C-R	EA	\$3.35	359.00	\$1,202.65	40.00	399.00	\$1,336.65	\$134.00
The "Totals" from Table B of the previous work sheet:					\$1,042,065.09			\$1,070,419.39	\$28,354.30
TOTALS					\$1,235,868.66		\$54,412.17	\$1,234,859.33	(\$1,009.33)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 09WC707

TABLE B: Contract Items (Continued)

[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

**CR 175, Segment 2A
Williamson County Project No. 09WC707**

Change Order No. 7

Reason for Change

This change order provides for balancing the overrun / underrun contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

No new items are required for this change order.

This Change Order results in a net decrease of \$35,923.15 to the Contract amount, for an adjusted Contract total of \$1,848,807.44. The original Contract amount was \$1,854,291.16. As a result of this and all Change Orders to-date, \$5,483.72 has been deducted from the Contract, resulting in a 0.3% 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.

Commissioners Court - Regular Session**25.****Meeting Date:** 10/18/2011

2006 Road Bond Transfer Request

Submitted For: Mike Weaver, PSI**Submitted By:**Pam Navarrette,
County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider authorizing 2006 road bond transfer per recommendation of Mike Weaver, Road Bond Manager for the following projects: \$800,000.00 from unallocated road bond funds (P156) to San Gabriel Parkway West (P230).

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:26 PM
Form Started By: Pam Navarrette		Started On: 10/13/2011 11:22 AM
	Final Approval Date: 10/13/2011	

Commissioners Court - Regular Session

26.

Meeting Date: 10/18/2011

Chandler IIIA Contract

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Donham P. Frazier for ROW needed on Chandler IIIA. (PARCEL 11)

Background

Attachments

Frazier Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:25 PM
Form Started By: Charlie Crossfield		Started On: 10/13/2011 10:08 AM
	Final Approval Date: 10/13/2011	

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DONHAM P. FRAZIER and FRAZIER FAMILY INVESTMENTS, LTD., a Texas limited partnership, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of those three certain tracts of land consisting of 0.087 acre, 1.246 acres, and 3.501 acres, more or less, situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11A-11C**); and

Drainage easement interest in and across all of those three certain tracts of land consisting of 0.424 acre, 0.120 acre, and 0.265 acre, more or less, situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 11DE1-DE3**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", and for any improvements or damages or cost to cure the remaining property of Seller, shall be the sum of FORTY FIVE THOUSAND and 00/100 Dollars (\$45,000.00).

Special Provisions

2.02 As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one (1) eighteen foot wide asphalt driveway connection between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller at approximately Station 114+57 as shown on Exhibit "C" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements, and which location otherwise comply with the driveway policies and spacing requirements of Williamson County or other applicable permitting jurisdiction. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before October 15th, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver a duly acknowledged Drainage Easement document conveying such interest in all of the Property described in Exhibit "B", all free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract 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.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.


Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

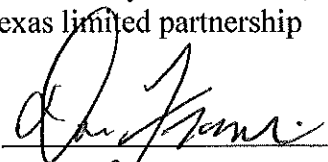
SELLER:



Donham P. Frazier

Address: 201 Bluffview Drive
Wimberley, Tx. 78676

Frazier Family Investments, Ltd.,
a Texas limited partnership

By: 

Its: President

Address: 201 Bluffview Drive
Wimberley, Tx 78676

All-purpose Acknowledgment

STATE OF TEXAS, COUNTY OF HAYS

On THE 3rd DAY OF OCTOBER, 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

DON FRAZIER

☐ personally known to me –OR– ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

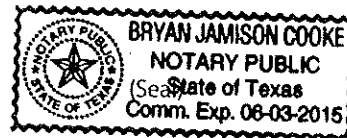
Bryan Jamison Cooke

Name (type or printed)

BRYAN JAMISON COOKE

My commission expires:

06-03-2015



PURCHASER:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



CHANDLER ROAD PHASE IIIA PARCEL 11A, 11B & 11C
RIGHT-OF-WAY

METES AND BOUNDS DESCRIPTIONS

FOR THREE TRACTS OF LAND OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS, ALL BEING OUT OF THE REMAINDER PORTION OF A CALLED 38.07-ACRE TRACT OF LAND CONVEYED TO FRAZIER FAMILY INVESTMENTS, LTD., AS DESCRIBED IN DOCUMENT NO. 2007050851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID THREE TRACTS OF LAND BEING DESIGNATED HEREIN AS PARCEL 11A, CONTAINING 0.087 ACRE OF LAND, PARCEL 11B, CONTAINING 1.246 ACRES OF LAND, AND PARCEL 11C CONTAINING 3.501 ACRES OF LAND, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL 11A

BEGINNING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101, for the northwest corner and POINT OF BEGINNING hereof;

THENCE with the northerly boundary line of said Frazier tract, same being through the apparent prescriptive right-of-way said County Road 101, N68°35'48"E for a distance of 275.43 feet to an unmonumented point for the northeast corner hereof, same being on a point in the apparent southerly prescriptive right-of-way line of said County Road 101, and from which a 1/2" iron rod found with cap stamped "Williamson Cnty" in the said northerly boundary line the Frazier tract, same being on the northwest corner of the called 1.158 acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the said Official Records bears N68°35'48"E for a distance of 24.58 feet;

THENCE through the interior of said Frazier tract, with the apparent southerly prescriptive right-of-way line of said County Road 101, the following eight (8) courses and distances:

- 1) S53°47'41"W for a distance of 34.34 feet to an unmonumented angle point hereof;
- 2) S65°17'52"W for a distance of 28.28 feet to an unmonumented angle point hereof;
- 3) S73°18'13"W for a distance of 16.01 feet to an unmonumented angle point hereof;
- 4) S65°21'48"W for a distance of 56.88 feet to an unmonumented angle point hereof;
- 5) S65°05'35"W for a distance of 79.68 feet to an unmonumented angle point hereof;
- 6) S61°34'50"W for a distance of 40.36 feet to an unmonumented angle point hereof;
- 7) S36°59'12"W for a distance of 12.59 feet to an unmonumented angle point hereof;
- 8) S16°05'04"W for a distance of 16.35 feet to an unmonumented angle point hereof, same being on a point in the westerly boundary line of said Frazier tract, same being on a point in the easterly right-of-way line of said County Road 101, and from which a 1/2" iron rod found monumenting the southwest corner of said Frazier tract of land, same being on the southwest corner of said 1.158 acre Williamson County tract, bears S22°45'29"E for a distance of 986.66 feet;

THENCE with the said westerly boundary line of the Frazier tract, through the interior of the apparent prescriptive right-of-way of said County Road 101, N22°45'29"W for a distance of 41.68 feet to the POINT OF BEGINNING hereof, and containing 0.087 acre of land.

PARCEL 11B

COMMENCING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101;

THENCE with the westerly boundary line of said Frazier tract, through the interior of the apparent prescriptive right-of-way of said County Road 101, S22°45'29"E for a distance of 41.68 feet to an unmonumented point for the lower northwest corner hereof;

THENCE through the interior of said Frazier tract, with the apparent southerly prescriptive right-of-way line of said County Road 101, the following eight (8) courses and distances:

- 1) N16°05'04"E for a distance of 16.35 feet to an unmonumented angle point hereof;
- 2) N36°59'12"E for a distance of 12.59 feet to an unmonumented angle point hereof;
- 3) N61°34'50"E for a distance of 40.36 feet to an unmonumented angle point hereof;
- 4) N65°05'35"E for a distance of 79.68 feet to an unmonumented angle point hereof;
- 5) N65°21'48"E for a distance of 56.88 feet to an unmonumented angle point hereof;
- 6) N73°18'13"E for a distance of 16.01 feet to an unmonumented angle point hereof;
- 7) N65°17'52"E for a distance of 28.28 feet to an unmonumented angle point hereof;
- 8) N53°47'41"E for a distance of 34.34 feet to an unmonumented angle point hereof, same being on a point in the northerly boundary line of said Frazier tract, same being on a point in the southerly right-of-way line of said County Road 101;

THENCE with the north boundary line of said Frazier tract, N68°35'48"E for a distance of 24.58 to a 1/2" iron rod found with cap stamped "Williamson Cnty" monumenting the northeast corner hereof, same being on the northwest corner of a called 1.158-acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the Official Public Records of Williamson County, Texas;

THENCE departing the north boundary line of said Frazier tract, with the curving west boundary line of said Williamson County tract, with a curve to the right an arc distance of 205.39 feet, said curve having a radius of 570.00 feet, a central angle of 20°38'45", and a long chord which bears S09°51'18"E for a distance of 204.28 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for the southeast corner hereof;

THENCE departing the west boundary line of said Williamson County tract, through the interior of said Frazier tract, the following two (2) courses and distances:

- 1) S68°26'08"W for a distance of 204.49 feet to 1/2" iron rod found with cap stamped "RPLS 4249" for an angle point hereof;
- 2) S22°50'31"W for a distance of 69.78 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" monumenting the southwest corner hereof, same being on a point in the easterly right-of-way line of said County Road 101 and the westerly boundary line of said Frazier tract, and from which a 1/2" iron rod found monumenting the southwest corner of said Frazier tract of land, same being on the southwest corner of said 1.158 acre Williamson County tract, bears S22°45'29"E for a distance of 777.56 feet;

THENCE with the easterly right-of-way line of said County Road 101 and the westerly boundary line of said Frazier tract, N22°45'29"W for a distance of 209.10 feet to the POINT OF BEGINNING hereof and containing 1.246 acres of land.

PARCEL 11C

BEGINNING at a 1/2" iron rod found monumenting the northeast corner of said Frazier tract, same being on the northwest corner of a called 12.794-acre tract conveyed to Terry Gibich and Phyllis B. Gibich, as described in Document No. 2005061151 of the Official Public Records of Williamson County, Texas, same being on a point in the southerly boundary line of the called 50.00-acre tract conveyed to Charlotte Lyn Davis and described as "First Tract" in Document No. 2000014961 of the Official Public Records of Williamson County, Texas, for the POINT OF BEGINNING and northeast corner hereof;

THENCE with the east boundary line of said Frazier tract and the west boundary line of said Gibich tract, S22°35'12"E for a distance of 110.39 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for the southeast corner hereof, and from which a 1/2" iron rod found monumenting the southeast corner of said Frazier tract bears S22°35'12"E for a distance of 1601.99 feet;

THENCE departing the west boundary line of said Gibich tract, through the interior of said Frazier tract, the following three (3) courses and distances:

1. S56°23'10"W for a distance of 206.23 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" monumenting a point of curvature hereof,
2. With a curve to the right an arc distance of 441.63 feet, said curve having a radius of 2100.00 feet, a central angle of 12°02'57", and a long chord which bears S62°24'39"W for a distance of 440.81 feet to a 1/2" iron rod found monumenting the end point of this curve;
3. S68°26'08"W for a distance of 250.12 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" in the curving easterly boundary line of the called 1.158-acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

SILAS PALMER SURVEY
ABSTRACT NO. 499

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961
O.P.R.W.C.T.

SURVEY OF 3 TRACTS OF LAND
OUT OF THE JAMES C. EAVES SURVEY,
ABSTRACT NO. 213
WILLAMSON COUNTY, TEXAS

SCALE: 1" = 200'



JERRY W. ROZNOVAK
90.68 ACRES
VOL 1599, PG. 750
O.P.R.W.C.T.

PARCEL 11A
0.087 ACRE
PRESCRIPTIVE ROW
SEE SHEET 2 OF 5

ZONE "A"
(UNSHADED)
ZONE "A"

ZONE "A"
(UNSHADED)
ZONE "A"

PROPOSED R.O.W.

CONCRETE
BRIDGE

PAVEMENT

PARCEL 11B
1.246 ACRES
SEE SHEET 3 OF 5
NORTH MUSTANG
W/CAP
RPLS
4249°

W/CAP
RPLS
4249°

PARCEL 11C
3.501 ACRES
SEE SHEET 4 OF 5
IN CONC.

PROPOSED R.O.W.
APPROXIMATE SURVEY LINE

TERRY GIBICH &
PHYLLIS B. GIBICH
(12.794 ACRES)
DOC. 2005061151
O.P.R.W.C.T.

SHUMORE JOINT VENTURE
67.78 ACRES
DOC. 2000039782
O.P.R.W.C.T.

JOHN THOMAS SURVEY
ABSTRACT NO. 610

COUNTY ROAD 101

ZONE "A"

CREEK

PARCEL 11 DE-1
0.424 ACRE

PARCEL 11 DE-3
0.265 ACRE

FRAZIER FAMILY
INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851
O.P.R.W.C.T.

PARCEL 11 DE-2
0.120 ACRE
ZONE "A"
(UNSHADED)
ZONE "A"

WILLAMSON COUNTY
1.158 ACRES
DOC. 2004069496
O.P.R.W.C.T.

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

CHANDLER ROAD PHASE IIIA
FRAZIER PARCEL 11A, 11B & 11C
RIGHT-OF-WAY
OVERALL VIEW

SHEET 1 OF 5

EASEMENTS:
JONAH WATER
SPECIAL UTILITY DISTRICT
15' WIDE RIGHT-OF-WAY EASEMENT
DOC. NO. 9652478

FRED R. PARKS
10' WIDE WATER LINE EASEMENT
VOL. 2436, PG. 725



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

JERRY W. ROZNOVAK
90.68 ACRES
VOL. 1599, PG. 750

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961

SCALE: 1" = 100'



PARCEL 11A
0.087 ACRE
PRESCRIPTIVE ROW

SILAS PALMER SURVEY
ABSTRACT NO. 499

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

PARCEL 11C
3.501 ACRES

PROPOSED R.O.W.
(UNSHADED)
ZONE "X"
ZONE "A"

JOHN THOMAS SURVEY
ABSTRACT NO. 610

SHUMORE JOINT VENTURE
67.78 ACRES
DOC. 2000039782

- EASEMENTS:
- (A) JONAH WATER SPECIAL UTILITY DISTRICT 15' WIDE RIGHT-OF-WAY EASEMENT DOC. NO. 9652478
 - (B) FRED R. PARKS 10' WIDE WATER LINE EASEMENT VOL. 2436, PG. 725

COUNTY ROAD 101 PAVEMENT

522'45"29"

988.66'

MUSTANG CREEK NORTH

FRAZIER FAMILY INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851

PARCEL 11 DE-1
0.424 ACRE

WILLIAMSON COUNTY
1.158 ACRES

DOC. 2004069496

FRAZIER FAMILY INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851

ZONE "X"
(UNSHADED)

PARCEL 11 DE-3 0.265 ACRE

LINE	BEARING	DISTANCE
L1	N68°35'48"E	275.43'
L2	S53°47'41"W	34.34'
L3	S65°17'52"W	28.28'
L4	S73°18'13"W	16.01'
L5	S65°21'48"W	56.88'
L6	S65°05'35"W	79.68'
L7	S61°34'50"W	40.36'
L8	S36°59'12"W	12.59'
L9	S16°05'04"W	16.35'
L10	N22°45'29"W	41.68'
L11	N68°35'48"E	24.58'

CHANDLER ROAD PHASE IIIA
FRAZIER PARCEL 11A
PRESCRIPTIVE RIGHT-OF-WAY
SHEET 2 OF 5



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CH. BEARING	CHORD
C1	205.39'	570.00	20°38'45"	S09°51'18"E	204.28

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961

SCALE: 1" = 100'



JERRY W. ROZNOVAK
90.68 ACRES
VOL. 1599, PG. 750

PARCEL 11A
0.087 ACRE
CONCRETE
BRIDGE
PREScriptive ROW

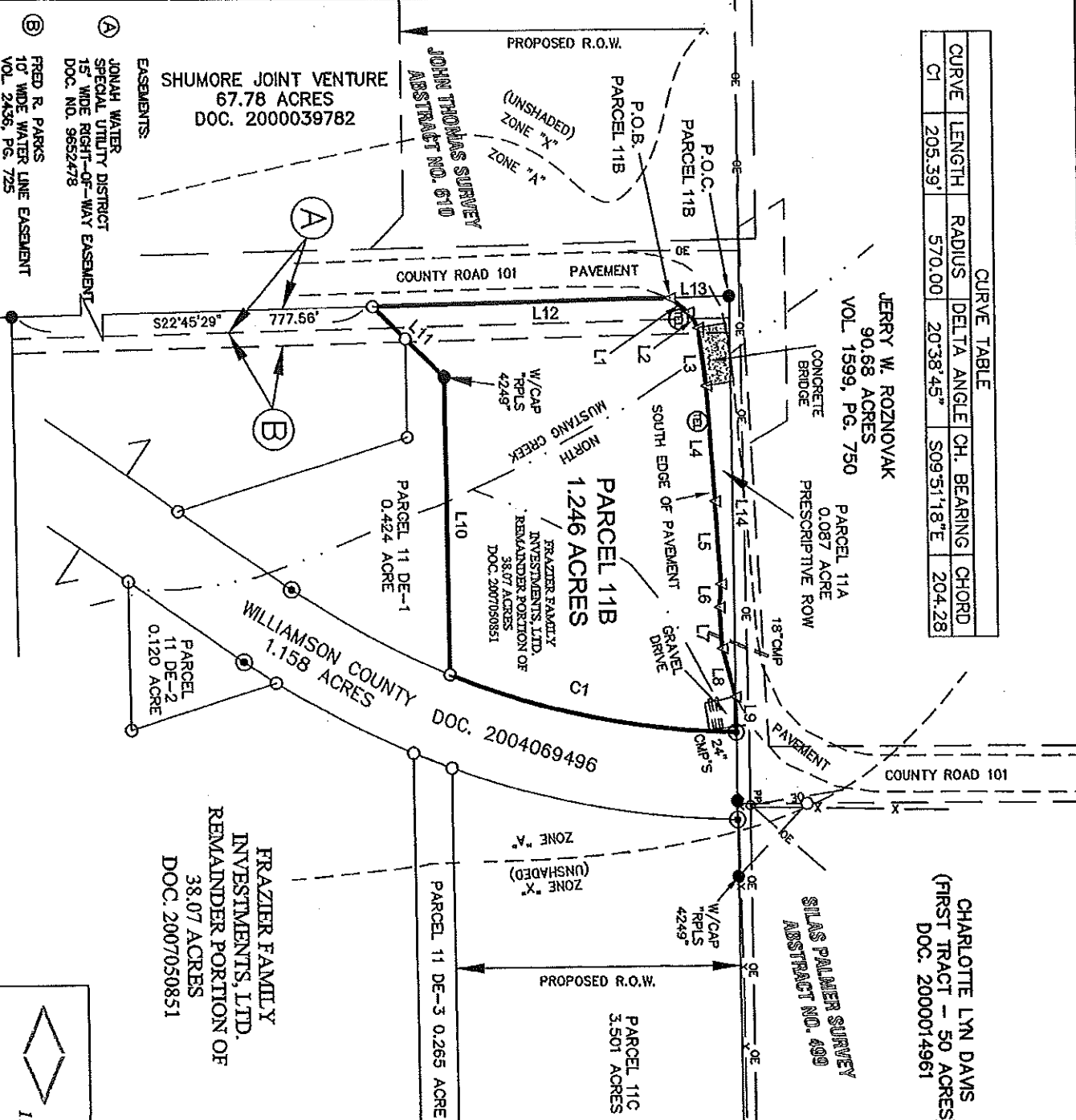
SILAS PALMER SURVEY
ABSTRACT NO. 499

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

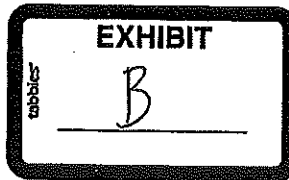
LINE	BEARING	DISTANCE
L1	N16°05'04"E	16.35'
L2	N36°59'12"E	12.59'
L3	N61°34'50"E	40.36'
L4	N65°05'35"E	79.68'
L5	N65°21'48"E	56.88'
L6	N73°18'13"E	16.01'
L7	N65°17'52"E	28.28'
L8	N53°47'41"E	34.34'
L9	N68°35'48"E	24.58'
L10	S68°26'08"W	204.49'
L11	S22°50'31"W	69.78'
L12	N22°45'29"W	209.10'
L13	S22°45'29"E	41.68'
L14	N68°35'48"E	275.43'

CHANDLER ROAD PHASE IIIA
FRAZIER PARCEL 11B
RIGHT-OF-WAY
SHEET 3 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



- ① JONAH WATER SPECIAL UTILITY DISTRICT 15' WIDE RIGHT-OF-WAY EASEMENT DOC. NO. 9652478
- ② FRED R. PARKS 10' WIDE WATER LINE EASEMENT VOL. 2436, PG. 725



CHANDLER ROAD PHASE IIIA PARCEL 11 DE-1, 11 DE-2 & 11 DE-3
EASEMENTS

METES AND BOUNDS DESCRIPTIONS

FOR THREE TRACTS OF LAND OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS, ALL BEING OUT OF THE REMAINDER PORTION OF A CALLED 38.07-ACRE TRACT OF LAND CONVEYED TO FRAZIER FAMILY INVESTMENTS, LTD., AS DESCRIBED IN DOCUMENT NO. 2007050851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID THREE TRACTS OF LAND BEING DESIGNATED HEREIN AS PARCEL 11 DE-1, CONTAINING 0.424-ACRE OF LAND, PARCEL 11 DE-2, CONTAINING 0.120-ACRE OF LAND, AND PARCEL 11 DE-3, CONTAINING 0.265-ACRE OF LAND, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL 11 DE-1

COMMENCING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101;

THENCE with the westerly boundary line of said Frazier Family Investments, LTD., tract, S22°45'29"E for a distance of 250.78 feet to a 1/2" iron rod set stamped "Diamond Surveying" on the southwest corner of a proposed 1.246-acre Chandler Road right-of-way tract, same being on a point in the easterly right-of-way line of said County Road 101;

THENCE departing said easterly right-of-way line of County Road 101, with the southerly boundary line of said proposed 1.246-acre Chandler Road right-of-way tract, crossing through the interior of said Frazier tract, N22°50'31"E for a distance of 31.98 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" monumenting the most westerly corner and POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Frazier tract, with the southerly boundary line of said proposed 1.246-acre Chandler Road right-of-way tract, the following two (2) courses and distances:

1) N22°50'31"E for a distance of 37.79 feet to a 1/2" iron rod found with cap stamped "RPLS 4249" for the northwest corner hereof;

2) N68°26'08"E for a distance of 204.49 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on a point in the curving west boundary line of the called 1.158-acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE with the curving west boundary line of said 1.158-acre Williamson County tract, with a curve to the right an arc distance of 125.19 feet, said curve having a radius of 570.00 feet, a central angle of 12°35'02", and a long chord which bears S06°45'35"W for a distance of 124.94 feet to a 1/2" iron rod found with cap stamped "Williamson Cnty" monumenting the end point of this curve;

THENCE continuing with said west boundary line of the 1.158-acre Williamson County tract, S13°01'30"W for a distance of 95.50 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for the southeast corner of hereof;

THENCE departing the west boundary line of said 1.158-acre Williamson County tract, through the interior of said Frazier tract, the following two (2) courses and distances:

1) N38°39'52"W for a distance of 169.07 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for an angle point hereof;

2) S68°26'08"W for a distance of 67.73 feet to the POINT OF BEGINNING hereof and containing 0.424 acre of land more or less.

2) S68°26'06"W for a distance of 102.05 feet to a 1/2" iron rod set stamped "Diamond Surveying", being on a point in the easterly boundary line of the said 1.158-acre Williamson County tract, for the southwest corner hereof;

THENCE with the easterly boundary line of said 1.158-acre Williamson County tract, the following two (2) courses and distances:

- 1) N13°03'27"E for a distance of 98.35 feet to a 1/2" iron rod found on the beginning point of a curve to the left;
- 2) With said curve to the left an arc distance of 26.35 feet, said curve having a radius of 630.00 feet, a central angle of 2°23'46", and a long chord which bears N11°51'14"E for a distance of 26.34 feet to the POINT OF BEGINNING hereof and containing 0.120 acre more or less.

PARCEL 11 DE-3

COMMENCING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101;

THENCE in part with the northerly boundary line of said Frazier tract, and in part with the northerly boundary line of aforementioned 1.158-acre Williamson County tract, same being through the apparent prescriptive right-of-way said County Road 101, N68°35'48"E passing at a distance of 300.00 feet a 1/2" iron rod found with cap stamped "Williamson Cnty" on the northwest corner of said 1.158-acre Williamson County, tract, continuing for a total distance of 347.08 feet to a 1/2" iron rod found monumenting the southwest corner of the called 50.00-acre tract conveyed to Charlotte Lyn Davis and described as "First Tract" in Document No. 2000014961 of the Official Public Records of Williamson County, Texas, same being on a point in said northerly boundary line of the 1.158-acre Williamson County tract;

THENCE with said northerly boundary line of the 1.158-acre Williamson County tract, and the southerly boundary line of

said Davis tract, N68°26'58"E for a distance of 12.94 feet to a 1/2" iron rod found monumenting the northeast corner of said 1.158-acre Williamson County tract;

THENCE with the curving east boundary line of said 1.158-acre Williamson County tract, with a curve to the right an arc distance of 204.23 feet, said curve having a radius of 630.00 feet, a central angle of 18°34'25", and a long chord which bears S11°00'39"E for a distance of 203.33 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on the southwest corner of a proposed 3.501-acre Chandler Road right-of-way tract, for the northwest corner and POINT OF BEGINNING hereof;

THENCE departing the easterly boundary line of said 1.158-acre Williamson County tract, through the interior of said Frazier tract, with the southerly boundary line of said proposed 3.501-acre Chandler Road right-of-way tract, the following two (2) courses and distances:

- 1) N68°26'08"E for a distance of 250.12 feet to a 1/2" iron rod found in concrete on the beginning point of a curve to the left;
- 2) With said curve to the left an arc distance of 170.96 feet, said curve having a radius of 2100.00 feet, a central angle of 4°39'52", and a long chord which bears N66°06'12"E for a distance of 170.91 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on the end point of this curve, for the northeast corner hereof;

THENCE departing the southerly boundary line of said proposed 3.501-acre Chandler Road right-of-way tract, continuing through the interior of said Frazier tract, the following three (3) courses and distances:

- 1) S26°13'44"E for a distance of 27.00 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on the beginning point of a curve to the right, for the southeast corner hereof;
- 3) With said curve to the right an arc distance of 173.16 feet, said curve having a radius of 2127.00 feet, a central angle of 4°39'52", and a long chord which bears S66°06'12"W for a distance of 173.11 feet to a 1/2" iron rod set with

SURVEY OF 3 TRACTS OF LAND
OUT OF THE JAMES C. EAVES SURVEY,
ABSTRACT NO. 213
WILLAMSON COUNTY, TEXAS

(A) JONAH WATER
SPECIAL UTILITY DISTRICT
15' WIDE RIGHT-OF-WAY EASEMENT
DOC. NO. 9652478
O.R.W.C.T.

(B) FRED R. PARKS
10' WIDE WATER LINE EASEMENT
VOL. 2436, PG. 725

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961

SILAS PALMER SURVEY
ABSTRACT NO. 499

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

TERRY GIBICH &
PHYLLIS B. GIBICH
(12.794 ACRES)
DOC. 2005061151

FRAZIER FAMILY
INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851

WILLAMSON COUNTY
1.158 ACRES
DOC. 2004069496

CHANDLER ROAD PHASE IIIA
PARCEL 11 DE-1, DE-2 & DE-3
SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



SCALE: 1" = 200'

JERRY W. ROZNOVAK
90.68 ACRES
VOL. 1599, PG. 750

CONCRETE
BRIDGE

PARCEL 11A
0.087 ACRE
PREScriptive ROW

PARCEL 11B
1.246 ACRES

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GENERAL NOTES:

1. The tracts shown hereon lies within Flood Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain) and Zone "A" shaded (no base flood elevations determined) according to Flood Rate Map for Williamson County, Texas, Map No. 48491C0510 E dated September 26, 2008.
2. Bearing Basis: Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93). Distances shown hereon are surface. A metes and bounds description has been prepared to accompany this survey sketch.

TITLE COMMITMENT NOTES

The Surveyor has reviewed Commitment for Title Insurance GF No. 9691-10-1290 issued by Title Resources Guaranty Company, issue date October 1, 2010, with regard to any record easements, right of way or setbacks affecting the subject property.

10d) A road and pass way easement reserved by Grantor, in instrument recorded in Volume 225, Page 72, Deed Records, Williamson County, Texas. Does not affect subject tract.

10e) An easement granted to Lone Star Gas Company, in instrument recorded in Volume 239, Page 86, Deed Records, Williamson County, Texas. Blanket Type Easement affects subject tract.

10f) A right-of-way easement granted to Jonah Water Supply Corp., in instrument recorded in Volume 563, Page 698, Deed Records, Williamson County, Texas. May affect subject tract. Unable to determine exact location of said easement, due to vague description. Said instrument states: The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

10g) An easement granted to Texas Power & Light Company, in instrument recorded in Volume 747, Page 142, Deed Records, Williamson County, Texas. Does not affect subject tracts.

10h) A water line easement reserved by Grantor, in instrument recorded in Volume 2436, Page 725, Deed Records, Williamson County, Texas. Affects as shown.

10i) A water line easement granted to Jonah Water Special Utility District, in instrument recorded in Document No. 9652478, Official Records, Williamson County, Texas. Affects as shown.

LEGEND

- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD FOUND W/CAP
 - "WILLIAMSON CNTY"
 - 1/2" IRON ROD W/CAP SET
 - ▽ CALCULATED POINT
 - R.O.W. = RIGHT-OF-WAY
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCING
 - x— WIRE FENCE
- ALL DOCUMENTS LISTED HEREON
ARE RECORDED AT THE WILLIAMSON
COUNTY CLERK'S OFFICE IN
GEORGETOWN, TEXAS.

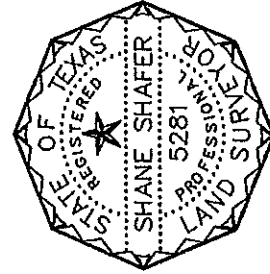
SURVEY OF 3 TRACTS OF LAND
OUT OF THE JAMES C. EAVES SURVEY,
ABSTRACT NO. 213
WILLIAMSON COUNTY, TEXAS

CERTIFICATION TO: Williamson County, Texas, and Title Resources
Guaranty Company EXCLUSIVELY.

THE UNDERSIGNED CERTIFIES THAT THIS SURVEY WAS THIS DAY MADE
BY ME OR UNDER MY SUPERVISION ON THE GROUND OF THE REAL
PROPERTY SHOWN ON THE SURVEY, AND AFTER THE EXERCISE OF
PROFESSIONAL DILIGENCE AND REASONABLE CARE THAT THIS SURVEY IS
CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF;
THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN
AREA, OR BOUNDARY CONFLICTS OR VISIBLE ENCROACHMENTS,
PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN
HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A
DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Shane Shafer

JULY 25, 2011



CHANDLER ROAD PHASE IIIA
PARCEL 11 DE-1, DE-2 & DE-3
SHEET 2 OF 2

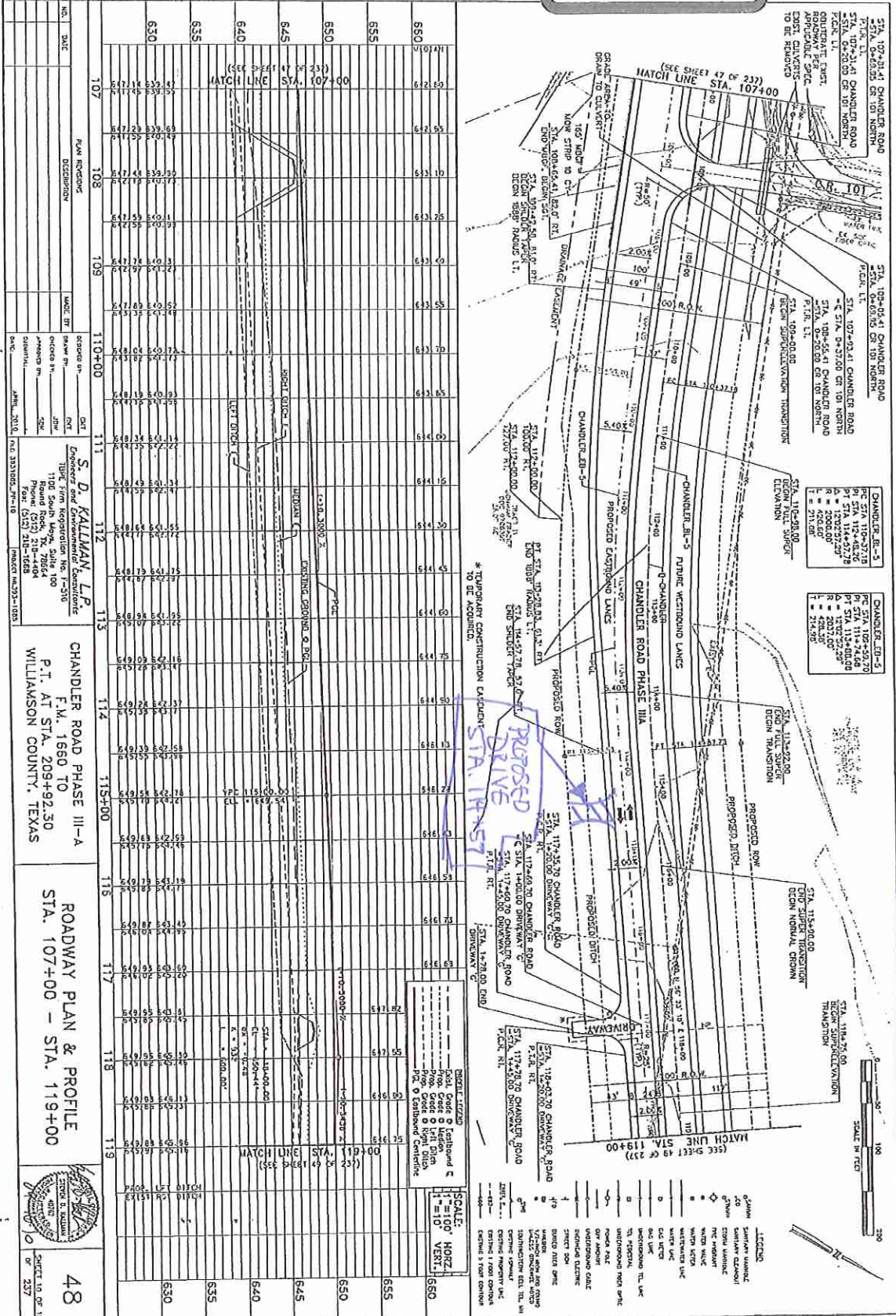


DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

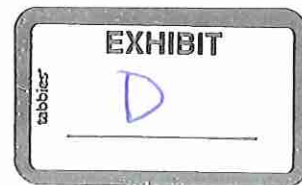
EXHIBIT

3/27/2010

11:53:47 AM
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SPECIAL WARRANTY DEED
Chandler Road (Phase IIIA) Right of Way



THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Chandler Road roadway improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DONHAM P. FRAZIER and FRAZIER FAMILY INVESTMENTS, LTD., a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of those three certain tracts of land consisting of 0.087 acre, 1.246 acres, and 3.501 acres, more or less, situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 11A-11C)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Chandler Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

GRANTOR:

Donham P. Frazier

Frazier Family Investments, Ltd.,
a Texas limited partnership

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

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

Notary Public, State of Texas

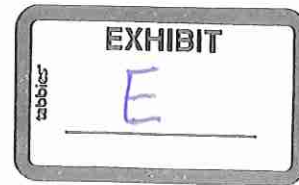
PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:



DRAINAGE EASEMENT

Chandler Road Project

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

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

All of those three certain tracts of land consisting of 0.424 acre, 0.120 acre, and 0.265 acre, more or less, situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 11DE1-DE3)

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

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

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

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

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

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

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

EXECUTED on this the ____ day of _____, 2011.

GRANTOR:

Donham P. Frazier

Frazier Family Investments, Ltd.,
a Texas limited partnership

By: _____

Its: _____

PREPARED IN THE OFFICE OF:

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

GRANTEE'S ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**27.****Meeting Date:** 10/18/2011

Tower Lease

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

Information**Agenda Item**

Consider authorizing the County Judge to execute a Land Lease with JOHN AND DIANA BABICKI for property located on CR 237 in Granger, TX.

Background

AttachmentsBabicki Land Lease**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/06/2011 10:02 AM
Form Started By: Charlie Crossfield		Started On: 10/06/2011 09:55 AM
	Final Approval Date: 10/06/2011	

LAND LEASE

THIS LAND LEASE ("Lease"), made and entered into effective as of the _____ day of _____, 2011, by and between John Babicki and Diana Babicki ("Landlord"), and WILLIAMSON COUNTY, TEXAS ("Tenant").

WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows: Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, for the purpose stated herein, the real property consisting of a parcel of land measuring approximately one square acre, together with such rights of way and easements on and over the adjoining lands of Landlord, extending from the premises to the nearest convenient public road, and of standard vehicular width, as shall be necessary for ingress and egress to and from the premises. Said premises are hereinafter referred to as the "Demised Premises". The Demised Premises which are the subject of this Lease are part of the larger parcel of land owned by Landlord, and located at 5700 County Road 327, Granger, Texas, 76530 and the Demised Premises are more fully described in EXHIBIT "A" attached hereto and by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the Demised Premises, together with ell rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant.

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

1. TERM

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

2. RENT

Tenant shall pay rent to Landlord monthly, in advance. During the first year of the Initial Term, Tenant shall pay to Landlord a monthly rent of SIX HUNDRED SEVENTY DOLLARS (\$670.00) (the "Monthly Rent"), with the first month's rent being payable simultaneously with the execution and delivery of this Lease and thereafter the Monthly Rent shall be due and payable in advance, on the first day of each month. On the first anniversary date of this Lease and each anniversary date thereafter while this Lease remains in effect, the Monthly Rent shall be increased by two percent (2 %). If any Monthly Rent is not paid to Landlord by the 5th day after the date such rent is due, then without waiving any other remedy available to Landlord, Tenant shall be obligated to pay and shall pay Landlord a late fee of \$50.00.

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

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

(b) Tenant shall have the right to clear and thereafter to keep clear the Demised Premises of trees, bushes, rocks and crops. If the maintenance and ultimate removal of the Facility results in damage to any property of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage. Tenant agrees to co-operate with Landlord in the location of roads, gates and fences which access the Demised Premises.

(c) Tenant will at all times during the Initial Term and any continuation (collectively the "Lease Term") observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Demised Premises or any Improvement thereon or use thereof.

(d) Tenant shall limit ground-level lighting on equipment shelters and associated support buildings to one light. Tenant shall make reasonable efforts to shield or locate such ground-level lighting in such a manner as to not unreasonably interfere with Landlord's peaceful enjoyment of real property not subject to this Lease. Tenant shall

take reasonable steps to minimize noise caused by generators installed on the Demised Premises. Such generators shall be enclosed in a shelter and shall only be operated for testing or during power outages, unless Tenant notifies Landlord of more extended operation. Tenant shall fence the perimeter of the Demised Premises, provided, however, that such fencing shall not be located closer than fifty (50) feet from the existing fence on Landlord's remaining property. Tenant's activities pursuant to this Lease shall not alter runoff across the remaining property.

4. ACCESS.

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

5. ASSIGNMENT AND SUBLETTING.

Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or continuation hereof) to sublet space on the Facilities to any entity or third party, without Landlord's consent, provided that any such sublessor agrees to comply with Tenant's obligations hereunder; provided, however, any such sublease shall not release Tenant from any of its obligations and liabilities under this Lease.

6. TAXES.

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

7. INDEMNIFICATION.

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

Tenant's breach of any obligation under this Lease, (iv) any Interference caused by Tenant with the existing communications facility located on Landlord's property, or (v) the negligence or conduct of Tenant or Tenant's agents, contractors, servants, employees, licensees, invitees, sublessors or assignees.

8. ENVIRONMENTAL WARRANTIES.

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

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

9. QUIET ENJOYMENT.

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

10. OWNERSHIP OF FACILITY / REMOVAL UPON TERMINATION.

The Facility shall be the property of and owned by Tenant. Landlord covenants and agrees that neither the Facility nor any part of the improvements on the Demised Premises shall become or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principals of law to the contrary notwithstanding, it being the specific intention of Landlord that the Facility and all improvements of every kind and nature on the Demised Premises shall be and remain the property of Tenant. Within ninety (90) days of the termination of this Lease, the Demised Premises shall be restored to a condition reasonably matching the condition existing prior to the construction, erection or placing on the Demised Premises of the communications tower, poles, guy wires and anchors, concrete footings, equipment shelters, any associated support buildings and any related improvements, all of which shall be removed, but Tenant shall not be required to replace any trees, shrubs or other vegetation that were removed.. Tenant shall continue to pay the monthly rent due under this Lease until Tenant has completed restoration activities on the Demised Premises

11. NOTICES.

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

If to Landlord: John and Diana Babicki
 5700 County Road 327
 Granger, Texas 76530

With a copy to: _____

If to Tenant: Judge Dan Gattis
 Williamson County Judge
 710 Main Street
 Georgetown, Texas 78626

With a copy to: Hal Hawes
 Counsel to Commissioners Court
 710 Main Street
 Georgetown, Texas 7862

In the case of an emergency, Landlord may contact Tenant as follows:

Patrick Cobb
Director of Emergency Communications
Williamson County, Texas
Office: (512) 943-1206
Mobile: (512) 205-2888

Notice given by U.S. Postal Service certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service. Tenant shall notify Landlord of any change in the contact information for the emergency contact above.

12. DEFAULT.

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

13. PARTIES.

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

14. CONDEMNATION.

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

15. MISCELLANEOUS.

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

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

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

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

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

16. RECORDING OF LEASE.

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

17. ADDITIONAL TERMS.

(a) Upon acceptance of the Demised Premises, Tenant warrants and represents it has had full opportunity to conduct, and has conducted, such investigations and examinations of the Demised Premises and the surrounding land of the Landlord as Tenant has deemed fit. Upon delivery of possession of the Demised Premises, Tenant shall accept the Demised Premises in their present condition, AS IS, WHERE IS, and Tenant fully releases Landlord with respect to any responsibility or liability on account of any aspect of the physical condition or state of the Demised Premises in any respect, including any hidden defects or hazardous substances. Landlord makes no representation or warranty with respect to the physical condition of the Demised Premises. Tenant acknowledges that neither Landlord nor its agents, owners or representatives have made any representations or warranties as to the suitability or fitness of the Demised Premises for the conduct of Tenant's contemplated use or for any other purpose, nor has Landlord or its agents, owners or representatives agreed to undertake any alterations or construct any improvements to the Demised Premises. In leasing the Demised Premises, tenant relies only on tenant's examination and judgment, not on any statement or representation of any other person as to value, future value, condition, size, age, use or any other matter.

(b) All improvements constructed on the Demised Premises and all personal property of Tenant and Tenant's employees, subcontractors, agents, business invitees, licensees, sublessees, assignees, customers, clients, guests or trespassers, in and on the Demised Premises, shall be and remain at the sole risk of said parties. LANDLORD SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO TENANT. TENANT'S

EMPLOYEES, SUBCONTRACTORS, AGENTS, BUSINESS INVITEES, LICENSEES, SUBLESSEES, ASSIGNEES, CUSTOMERS, CLIENTS, GUESTS OR TRESPASSERS, ARISING FROM THE USE, OCCUPANCY AND CONDITION OF THE DEMISED PREMISES.

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

(d) Notwithstanding any provision in this Lease to the contrary, Tenant may terminate this Lease at any time by giving ninety (90) days advanced written notice to Landlord without further liability if Tenant does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility or if any such approval is cancelled, expires or is withdrawn or terminated, or if Landlord fails to provide proper ownership of the Demised Premises or authority to enter into this Lease, or if Tenant, for any other reason, in its sole discretion, determines that it will be unable to use the Demised Premises. Upon termination, all prepaid rent will be retained by Landlord unless such termination is due to Landlord's failure of proper ownership or authority, or such termination is a result of Landlord's default. Upon any such termination, Tenant shall be responsible and liable to Landlord for all unpaid rent accrued through the date of termination, and Tenant shall be responsible for removing the Facility and restoring the Landlord's land as required in Paragraph 10 above, and the indemnity agreement made by Tenant in favor of Landlord shall remain in effect for all claims that arise with respect to the period that the Lease was in effect.

EXECUTED AND AGREED TO as of the _____ day of _____, 2011.

LANDLORD:

TENANT:

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis, County Judge

Commissioners Court - Regular Session**28.****Meeting Date:** 10/18/2011

Tower Lease

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

Information**Agenda Item**

Consider authorizing the County Judge to execute a Land Lease with JERRY AND CAROLYN HAWES for property located on Tower Road.

Background

AttachmentsHawes Land Lease**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/06/2011 10:02 AM
Form Started By: Charlie Crossfield		Started On: 10/06/2011 08:53 AM
	Final Approval Date: 10/06/2011	

LAND LEASE

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

WITNESSETH:

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

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

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

1. TERM

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

2. RENT

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

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

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

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

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

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

4. ACCESS.

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

5. ASSIGNMENT AND SUBLETTING.

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

6. TAXES.

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

7. INDEMNIFICATION.

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

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

8. ENVIRONMENTAL WARRANTIES.

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

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

9. QUIET ENJOYMENT.

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

10. OWNERSHIP OF FACILITY REMOVAL UPON TERMINATION.

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



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

11. NOTICES.

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

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

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

If to Tenant: _____

With a copy to: _____

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

12. DEFAULT.

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

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

13. PARTIES.

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

14. CONDEMNATION.

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

15. MISCELLANEOUS.

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

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



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

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

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

16. RECORDING OF LEASE.

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

17. ADDITIONAL TERMS.

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

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



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

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

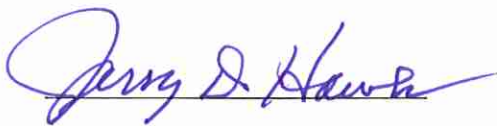
EXECUTED AND AGREED TO as of the _____ day of _____, 2011.

LANDLORD:

TENANT:

JERRY HAWES

WILLIAMSON COUNTY, TEXAS

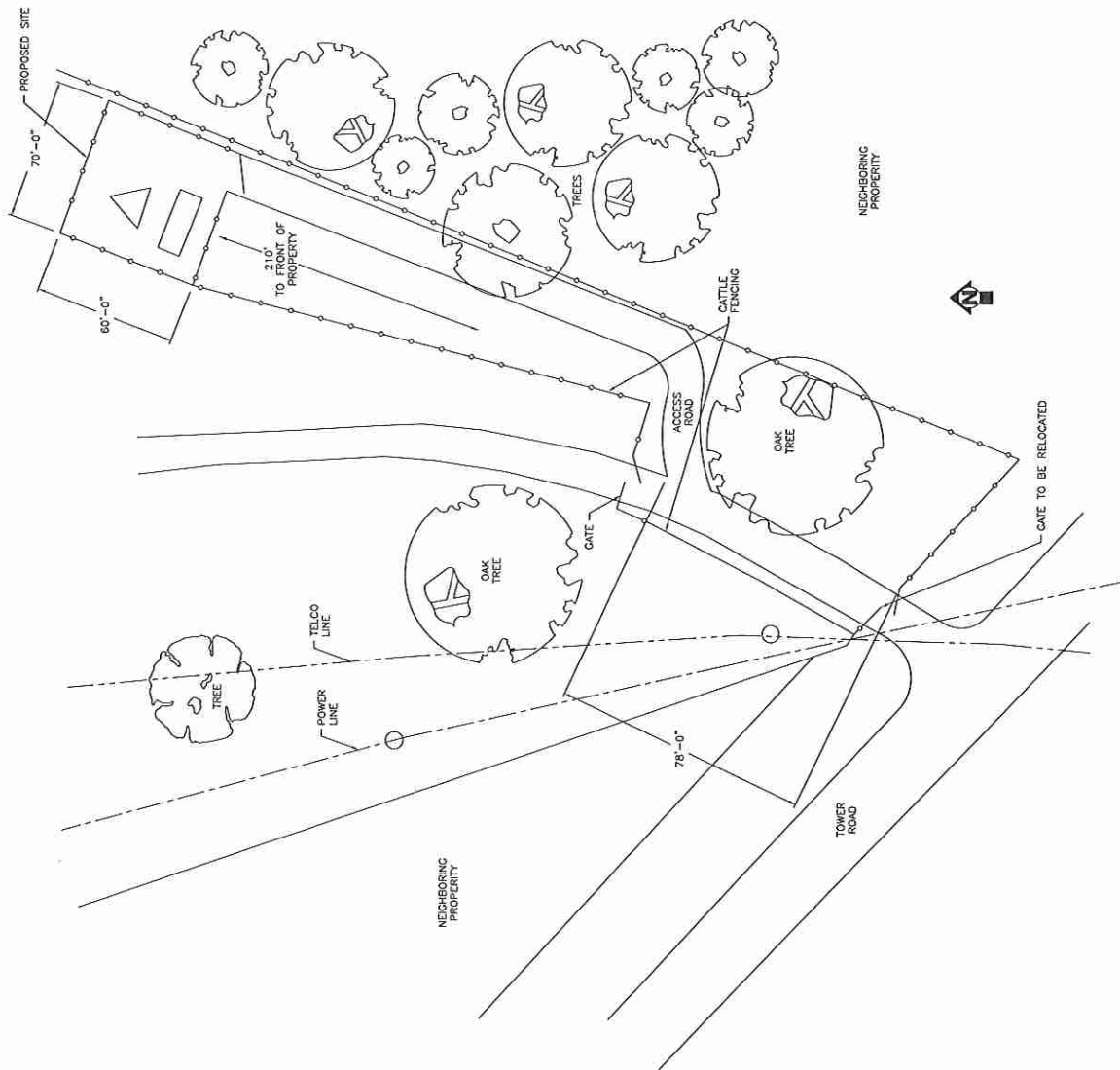


Dan Gattis, County Judge

LANDLORD'S WIFE:

CAROLYN HAWES





Handwritten signature
CPL

Commissioners Court - Regular Session

29.

Meeting Date: 10/18/2011

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to "Fourth Supplemental Order to the Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program and the issuance of Pass-Through Toll Revenue and Limited Tax Bonds, Series 2011.

Background

Attachments

Fourth Supplemental Order

Form Review

Form Started By: Wendy Coco

Started On: 10/14/2011 11:37 AM

Final Approval Date: 10/14/2011

**FOURTH SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

Adopted October 18, 2011

**FOURTH SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

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**FOURTH SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

THE STATE OF TEXAS §

WILLIAMSON COUNTY §

WHEREAS, on August 29, 2006, the Commissioners Court of Williamson County, Texas (the "County"), adopted a "Master Order Establishing Williamson County, Texas Pass-Through Toll Revenue Financing Program" (referred to herein as the "Master Order"); and

WHEREAS, in order to enable the County to provide for the financing of projects authorized by Chapter 1479, Texas Government Code, as amended (the "Enabling Act"), Chapter 1371, Texas Government Code, as amended, and any other applicable provisions of State law, the Master Order establishes a revenue financing program pursuant to which the County can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as defined in the Master Order, and in the sole discretion of the County in any Supplement to the Master Order and to the extent such Security is insufficient to pay the interest and principal payments on the Bonds, a pledge of the County's direct annual ad valorem tax on all taxable property in the County; and

WHEREAS, for such purposes, the County deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "Fourth Supplemental Order to the Master Order establishing Williamson County, Texas Pass-Through Toll Revenue Financing Program" (the "Fourth Supplement"); and

WHEREAS, the County further finds and determines that all terms and conditions for the issuance of the bonds herein authorized as Parity Debt have been or can be met and satisfied; and

WHEREAS, the bonds authorized to be issued by this Fourth Supplement are to be issued and delivered pursuant to the Enabling Act, as hereinafter defined, and other applicable State laws.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

ARTICLE I

BONDS ISSUED UNDER PASS-THROUGH TOLLREVENUE FINANCING PROGRAM

Section 1.01. DEFINITIONS. (a) Definitions. The capitalized terms used herein (except in the FORM OF BONDS set forth in Exhibit "B" hereto) and not otherwise defined shall have the meanings given in the Master Order or in Exhibit "A" to this Fourth Supplement. The recitals to this Fourth Supplement and the exhibits hereto are incorporated herein and made a part hereof for all purposes.

(b) Construction of Terms. If appropriate in the context of this Fourth Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, words of the masculine, feminine, or neuter gender shall be considered to include the other genders, and words importing persons shall include firms, associations, and corporations.

Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT. (a) Fourth Supplement. By adoption of the Master Order, the County has established the Williamson County, Texas Pass-Through Toll Revenue Financing Program for the purpose of enabling the County to provide for the financing of projects authorized by the Enabling Act and any other applicable provisions of State law pursuant to which the County may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security and, as authorized pursuant to Section 5 of the Master Order and Section 2.02(f), a pledge of a direct annual ad valorem tax on all taxable property in the County. This Fourth Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Fourth Supplement is subject to the terms of the Master Order and the terms of the Master Order are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 7 of the Master Order governing the issuance of Parity Debt such as the Bonds, the County hereby finds that, upon the issuance of the Bonds, the Security, taking into account the Tax Pledge authorized in Section 2.02 (f) of this Fourth Supplement, will be sufficient to meet the financial obligations relating to the Financing Program, including Security, taking into account the Tax Pledge authorized in Section 2.02 (f) of this Fourth Supplement, in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Order.

Section 1.03. FOURTH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Fourth Supplement shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Bonds, and the pledge made in this Fourth Supplement by the County and the covenants and agreements set forth in this Fourth Supplement to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the other Bonds by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Fourth Supplement and the Master Order.

Section 1.04. LIMITATION OF BENEFITS WITH RESPECT TO THIS FOURTH SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Fourth Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Fourth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Fourth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Owners, and the Paying Agent/Registrar as herein and therein provided.

ARTICLE II

BOND AUTHORIZATION AND SPECIFICATIONS

Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. The Bonds designated "**WILLIAMSON COUNTY, TEXAS PASS-THROUGH TOLL REVENUE AND LIMITED TAX BONDS, SERIES 2011**" (the "Bonds") are hereby authorized to be issued pursuant to this Fourth Supplement in one or more Series in the maximum aggregate principal amount not to exceed \$10,000,000 for the purpose of (i) designing, developing, financing, constructing, maintaining, operating, extending, expanding, or improving roads on the state highway system located in the County or, as a continuation of the project or facility, in an adjacent County, (ii) capitalizing interest within the limits prescribed by law and (iii) paying the costs of issuing such Bonds. The authority for the Chief Financial Officer to execute and deliver the Award Certificate for a Series of Bonds shall expire at 5:00 p.m. C.D.T. on September 20, 2012. Bonds priced on or before September 20, 2012 may close after such date. The Bonds are authorized pursuant to authority conferred by and in conformity with State law, particularly the provisions of the Enabling Act and Chapter 1371, Texas Government Code.

The Bonds may be in the form of either Current Interest Bonds or Capital Appreciation Bonds as provided in Section 2.02 and the FORM OF BONDS in Exhibit "B" to this Fourth Supplement.

Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) Terms of Bonds. For each Series of Bonds, there shall initially be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, in the form of Fixed Rate Bonds as Current Interest Bonds or Capital Appreciation Bonds, numbered consecutively for each Series of Bonds from R-1 upward (or CR-1 upward, in the case of Capital Appreciation Bonds), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in Authorized Denominations, maturing not later than twenty-five (25) years after the date of issuance, serially or otherwise on the dates, in the years, and in the principal amounts in the case of Current Interest Bonds and Maturity Amounts in the case of

Capital Appreciation Bonds, respectively, and dated, all as set forth in the Award Certificate of the Chief Financial Officer relating to each Series.

(b) Award Certificate. As authorized by Chapter 1371, Texas Government Code, as amended, the Chief Financial Officer is hereby authorized, appointed, and designated to act on behalf of the County in selling and delivering the Bonds of each Series and carrying out the other procedures specified in this Fourth Supplement, including the date of the Bonds of each Series, any additional or different designation or title by which the Bonds of each Series shall be known, the price at which the Bonds of each Series will be sold, the years in which the Bonds of each Series will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds of each Series, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds of each Series shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds of each Series, including procuring municipal bond insurance with a Bond Insurer, if any, all of which shall be specified in a certificate of the Chief Financial Officer (the "Award Certificate"); provided that (i) the price to be paid for the Bonds of each Series shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery, if any, and (ii) none of the Bonds shall bear interest at a rate greater than the Maximum Rate. Notwithstanding any other provision in this Order, if the Chief Financial officer is not available at the time of pricing, the County Judge is authorized to execute the Award Certificate.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds of a Series shall not be delivered unless prior to delivery (i) the Award Certificate relating to that Series of Bonds has been executed and filed with the County and (ii) the Bonds of such Series have been rated by a nationally-recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations as required by Chapter 1371, Texas Government Code, as amended.

Each Award Certificate is hereby incorporated into and made a part of this Fourth Supplement and shall be filed in the minutes of the County as a part of this Fourth Supplement.

(c) Sale of Each Series of the Bonds. To achieve the lowest borrowing costs for the County Financing System, each series of the Bonds shall be sold to the public on either a negotiated, private placement or competitive basis as determined by the Chief Financial Officer in the Award Certificate. In determining whether to sell each series of the Bonds by negotiated, private placement or competitive sale, the Chief Financial Officer shall take into account the financial condition of the County and the Financing System, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Chief Financial Officer, might affect the net borrowing costs on each series of the Bonds.

If the Chief Financial Officer determines that a series of the Bonds should be sold at a competitive sale, the Chief Financial Officer shall cause to be prepared a notice of sale and

official statement in such manner as the Chief Financial Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Chief Financial Officer determines that a series of the Bonds should be sold by a negotiated or private placement sale, the Chief Financial Officer shall designate the senior managing underwriter for the Bonds and such additional investment banking firms as the Chief Financial Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the Financing System. The Chief Financial Officer, acting for and on behalf of the Board, is authorized to enter into and carry out a Bond Purchase Contract for the Bonds to be sold by negotiated or private placement sale, with the Underwriter or Purchaser at such price, with and subject to such terms as determined by the Chief Financial Officer pursuant to Section 2.02(b) above.

(d) In General. The Bonds of each Series (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds of such Series, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS set forth in Exhibit "B" to this Fourth Supplement and as determined by the Chief Financial Officer as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate relating to each Series of the Bonds.

(e) Interest. The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in Exhibit "B" to this Fourth Supplement to their respective dates of maturity or redemption at the rates per annum set forth in the Award Certificate.

The Capital Appreciation Bonds shall accrete interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded semiannually on the dates set forth in the Award Certificate (the "Compounding Dates") commencing on the date set forth in the Award Certificate, and payable, together with the principal amount thereof, in the manner provided in the FORM OF BONDS set forth in Exhibit "B" at the rates set forth in the Award Certificate. Attached to the Award Certificate, if Capital Appreciation Bonds are to be issued, shall be an exhibit (the "Compounded Amount Table") that will set forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts and Maturity Amounts thereof (per \$5,000 Maturity Amount) as of each Compounding Date, commencing the date set forth in the Award Certificate, and continuing until the final maturity of such Capital Appreciation Bonds. The Compounded Amount with respect to any date other than a Compounding Date is the amount set forth on the Compounded Amount Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Compounded Amount Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last

preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(f) Levy of Tax. In addition to the Security pledged to the Bonds under Section 2(a) of the Master Order, and pursuant to Section 5 of the Master Order, but only to the extent such Security is insufficient to pay the interest and principal payments on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes, there shall be, and is hereby, levied, assessed and collected on all taxable property in the County for each year while any of the Bonds are outstanding, a continuing, direct annual ad valorem tax within the limits prescribed by law (but never less than 2% of the original principal amount of said Bonds as a sinking fund each year). All the proceeds of such collections, except expenses incurred in that connection, shall be paid into the "Interest and Sinking Fund", and such proceeds shall be used for such purposes and no other.

(g) Payments on Holidays. In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions in the County where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close. Payment on such later date will not increase the amount of interest due and will have the same force and effect as if made on the original date payment was due.

Section 2.03. PAYMENT OF BONDS; PAYING AGENT/REGISTRAR. The principal of, premium, if any, and the interest on the Current Interest Bonds and Maturity Amount on any Capital Appreciation Bonds shall be payable, without exchange or collection charges to the Owner thereof, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

Regions Bank, Houston, Texas is hereby appointed as Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Order and this Fourth Supplement, and is deemed to have agreed to the provisions thereof and hereof.

The County agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. In addition, to the extent required by law, the County covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

The County expressly reserves the right to appoint one or more successor Paying Agent/Registrars, by filing with the Paying Agent/Registrar a certified copy of a resolution or minute order of the County making such appointment. The County further expressly reserves the right to terminate the appointment of the Paying Agent/Registrar by filing a certified copy of

a resolution of the County giving notice of the County's termination of the County's agreement with such Paying Agent/Registrar and appointing a successor. The County covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Security Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar, the County agrees promptly to cause a written notice thereof to be sent to each Owner by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The principal of, premium, if any, and interest on the Current Interest Bonds and Maturity Amounts for any Capital Appreciation Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the Owner thereof appearing on the Security Register, and, to the extent permitted by law, neither the County nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

Principal of, and premium, if any, on the Current Interest Bonds and Maturity Amounts for any Capital Appreciation Bonds, shall be payable only upon the presentation and surrender of said Bonds to the Paying Agent/Registrar at its designated office. Interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the Record Date and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar to the address of the Owner appearing in the Security Register on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by, and at the risk and expense of, the Owner.

In the event of a nonpayment of interest on a scheduled payment date on a Current Interest Bond, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Current Interest Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 2.04. REDEMPTION. (a) Generally. The Bonds shall be subject to redemption prior to scheduled maturity at such times and with such provisions as provided in an Award Certificate.

(b) Notices of Redemption and Defeasance. (i) Unless waived by any Owner of the Bonds to be redeemed, the Chief Financial Officer shall give notice of redemption or defeasance

to the Paying Agent/Registrar at least thirty-five (35) days prior to a redemption date in the case of a redemption (unless a lesser period is acceptable to the Paying Agent/Registrar) and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each Owner and to the central post office or each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the central post office or registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption or defeasance shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication or mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed or paid, including a contact person telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Owners of the Bonds shall include a CUSIP number relating to each amount paid to such Owner.

The failure of any Owner of the Bonds to receive notice given as provided in this Section 2.04, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 2.04 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent/Registrar shall provide the notices specified in this Section 2.04 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Series of Bonds.

(c) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Master Order or this Fourth Supplement have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent

prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS; BOOK-ENTRY-ONLY SYSTEM; SUCCESSOR SECURITIES DEPOSITORY; PAYMENTS TO CEDE & CO. (a) Registration, Transfer, Exchange, and Predecessor Bonds. The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this Fourth Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds in Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Bond at the designated office of the Registrar, there shall be registered and delivered in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the County, of Authorized Denominations and having the same Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of Authorized Denominations and having the same Maturity, bearing the same rate of interest, and of like aggregate principal amount or Maturity Amount and Series as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the principal office of the Registrar. Whenever any Bonds are so surrendered for exchange, there shall be registered and delivered new Bonds executed on behalf of, and furnished by, the County to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the principal office of the Registrar or sent by United States mail, first-class, postage prepaid to the Owners or the designee thereof, and, upon the registration and delivery thereof, the same shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under the Master Order and this Fourth Supplement, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated Bond that is surrendered to the Paying Agent/Registrar or any Bond for which satisfactory evidence of the loss of which has been received by the County and the Paying Agent/Registrar and, in either case, in lieu of which a Bond or Bonds have been registered and delivered pursuant to Section 3.05 hereof.

Neither the County nor the Registrar shall be required to issue or transfer to an assignee of an Owner any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Security Register at any time shall be deemed and treated as the absolute Owner thereof for all purposes of this Fourth Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Current Interest Bond or Maturity Amount in the case of Capital Appreciation Bonds shall be made only to such Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Book-Entry-Only System. The Bonds of each Series issued in exchange for the Initial Bond for such Series issued as provided in Section 2.06 shall be issued in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in this subsection (c) or the Award Certificate relating to a Series of Bonds, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Fourth Supplement to the contrary but to the extent permitted by law, the County and the Paying Agent/Registrar shall be

entitled to treat and consider the person in whose name each Bond is registered in the Security Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Security Register as provided in this Fourth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

No person other than a Owner, as shown in the Security Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Fourth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Fourth Supplement with respect to interest checks being mailed to the Owner at the close of business on the Record Date the words "Cede & Co." in this Fourth Supplement shall refer to such new nominee of DTC.

(d) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry-only system through DTC or a successor or DTC determines to discontinue providing its services with respect to a Series of Bonds, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds of such Series shall no longer be restricted to being registered in the Security Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Fourth Supplement.

(e) Payments to Cede & Co. Notwithstanding any other provision of this Fourth Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

(f) Blanket Issuer Letter of Representations. The County heretofore has executed and delivered to DTC a "Blanket Issuer Letter of Representations" with respect to the utilization by the County of DTC's book-entry-only system and the County intends to utilize such book-entry-only system in connection with each Series of the Bonds.

Section 2.06. INITIAL BOND. The Bonds of each Series shall initially be issued as a fully registered bond, being one bond (or two bonds, being one initial Current Interest Bond and one initial Capital Appreciation Bond, if both such bonds are issued) (singularly or collectively,

the "Initial Bond"). Each Initial Bond shall be registered in the name of the initial purchaser(s) of the Series of Bonds as set out in the Award Certificate. Each Initial Bond shall be submitted to the Office of the Attorney General of the State for approval and registration by the Office of the Comptroller of Public Accounts of the State and delivered to the initial purchaser(s) thereof. Immediately after the delivery of the Initial Bond of a Series on the Issuance Date, the Registrar shall cancel the Initial Bond and exchange therefor Bonds in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and, except as provided in Section 2.05(d), all of the Outstanding Bonds of such Series shall be registered in the name of Cede & Co., as nominee of DTC.

Section 2.07. FORM OF BONDS. The Bonds (including each Initial Bond), the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in Exhibit "B" to this Fourth Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Fourth Supplement and the Award Certificate relating to a Series of Bonds, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the County or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Bonds shall be typewritten, photocopied, printed, lithographed, engraved, or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

ARTICLE III

EXECUTION; REPLACEMENT OF BONDS; AND BOND INSURANCE

Section 3.01. EXECUTION AND REGISTRATION. The Bonds shall be executed on behalf of the County by the County Judge under its seal reproduced or impressed thereon and attested by the County Clerk. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the County as of their authorization shall be deemed to be duly executed on behalf of the County, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Fourth Supplement, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit "B" to this Fourth Supplement, executed by the Comptroller of Public Accounts of the State or its duly authorized agent by

manual signature, or the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in Exhibit "B" to this Fourth Supplement executed by the manual signature of an authorized officer or employee of the Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 3.02. CONTROL AND CUSTODY OF BONDS. The Chief Financial Officer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation and examination by the Attorney General of the State, including the printing and supply of printed Bonds, and shall take and have charge and control of each Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the initial purchaser(s).

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Project, the County and its financial affairs as may be necessary for the issuance of the Bonds of each Series, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the County's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the initial purchaser(s) and the initial exchange thereof for Bonds of such Series other than the Initial Bond.

Section 3.03. PRINTED OPINION. The initial purchaser(s)' obligation to accept delivery of the Bonds of each Series is subject to the initial purchaser(s) being furnished the final opinion of McCall, Parkhurst & Horton L.L.P. approving the Bonds of such Series as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds of such Series. If bond insurance is obtained for the Bonds, the Bonds may bear an appropriate insurance legend.

Section 3.04. CUSIP NUMBERS. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the County nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

Section 3.05. MUTILATED, DESTROYED, LOST, AND STOLEN BONDS. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Series and Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond and the interest due thereon to the date of payment.

Upon the issuance of any new Bond under this Section, the County may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Fourth Supplement equally and ratably with all other Outstanding Bonds.

Section 3.06. BOND INSURANCE. (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Chief Financial Officer. The Chief Financial Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Chief Financial Officer, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Fourth Supplement.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Fourth Supplement or the Master Order.

ARTICLE IV

PAYMENTS AND REBATE FUND

Section 4.01. PAYMENTS. (a) Accrued and Capitalized Interest. Immediately after the delivery of each Series of Bonds the County shall deposit any accrued interest and any sale proceeds to be used to pay capitalized interest received from the sale and delivery of such Bonds to the credit of the Interest and Sinking Account to be held to pay interest on such Bonds.

(b) Debt Service Payments. Semiannually on or before each principal or interest payment date while any of the Current Interest Bonds are outstanding and unpaid, commencing

on the first interest payment date for the Current Interest Bonds as provided in the Award Certificate(s), the County shall make available from the Interest and Sinking Account to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Current Interest Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the County with an appropriate certificate of cancellation.

Section 4.02. REBATE FUND. A separate and special fund to be known as the Rebate Fund is hereby established by the County pursuant to the requirements of Section 148(f) of the Code and the tax covenants of the County contained in Section 5.01 of this Fourth Supplement for the benefit of the United States of America and the County, as their interests may appear pursuant to this Fourth Supplement. Such amounts shall be deposited therein and withdrawn therefrom as is necessary to comply with the provisions of Section 5.01. Any moneys held within the Rebate Fund shall not constitute Security under the Master Order.

ARTICLE V

COVENANTS REGARDING TAX EXEMPTION

Section 5.01. COVENANTS REGARDING TAX EXEMPTION. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Fourth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five percent (5%) of the proceeds of the Bonds (less amounts deposited

into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of three (3) years or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service funds, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement funds to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant in subsection (a)(8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Fourth Supplement is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

Section 5.02. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR PROJECT. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2.01 of this Fourth Supplement on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 5.03. DISPOSITION OF PROJECT. The County covenants that the property financed with the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VI

AMENDMENTS AND MODIFICATIONS

Section 6.01. AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS. Subject to the provisions of the Master Order, this Fourth Supplement and the rights and obligations of the County and of the Owners of the Outstanding Bonds may be modified or amended at any time without notice to or the consent of any Owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

- (i) To add to the covenants and agreements of the County contained in this Fourth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the County in this Fourth Supplement;
- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Fourth Supplement, upon receipt by the County of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Fourth Supplement;
- (iii) To supplement the Security for the Bonds;
- (iv) To make such other changes in the provisions hereof, as the County may deem necessary or desirable and which shall not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds;
- (v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds; or
- (vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds.

Section 6.02. AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS. (a) Amendments. Subject to the other provisions of this Fourth Supplement and the Master Order, the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Section 6.01 hereof, to this Fourth Supplement that may be deemed necessary or desirable by the County, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the

Outstanding Bonds, the amendment of the terms and conditions in this Fourth Supplement or in the Bonds so as to:

- (i) Make any change in the maturity of the Outstanding Bonds;
- (ii) Reduce the rate of interest borne by Outstanding Bonds;
- (iii) Reduce the amount of the principal payable on Outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the Owners of less than all Bonds then Outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(b) Notice. If at any time the County shall desire to amend this Fourth Supplement pursuant to Subsection (a), the County shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not limited to, The Texas Bond Reporter), once during each calendar week for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Owners of Bonds. Such publication is not required, however, if the County gives or causes to be given such notice in writing to each Owner of Bonds. A copy of such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds.

(c) Receipt of Consents. Whenever at any time the County shall receive an instrument or instruments executed by all of the Owners or the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the County may adopt the amendatory resolution in substantially the same form.

(d) Consent Irrevocable. Any consent given by any Owner pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the County, but such revocation shall not be effective if the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal

Amount prior to the attempted revocation consented to and approved the amendment. Notwithstanding the foregoing, any consent given at the time of and in connection with the initial purchase of Bonds shall be irrevocable.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Security Register kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 6.03. EFFECT OF AMENDMENTS. Upon the adoption by the County of any resolution or order to amend this Fourth Supplement pursuant to the provisions of this Article, this Fourth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the County and all the Owners of Outstanding Bonds shall thereafter be determined, exercised, and enforced under the Master Order and this Fourth Supplement, as amended.

ARTICLE VII

MISCELLANEOUS

Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS. Proceeds from the sale of each Series of Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

- (i) any underwriting discount or fees and any Credit Agreement fees for each Series of Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest and sale proceeds to be used to pay capitalized interest for the Series of Bonds, if any, shall be deposited as provided in Section 4.01;
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of acquiring, purchasing, constructing, improving, enlarging, and equipping the improvements being financed with the proceeds of each Series of Bonds shall be deposited in a separate subaccount for each Series within the Bond Proceeds Account to be used for such purposes; and

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of principal of and interest on the Current Interest Bonds and Maturity Amounts in the case of Capital Appreciation Bonds.

Section 7.02. MAILED NOTICES. Except as otherwise required herein, all notices required or authorized to be given to the County, any Bond Insurer (as defined in, and pursuant to, Section 3.06 hereof) or the Paying Agent/Registrar pursuant to this Fourth Supplement shall

be in writing and shall be sent by registered or certified mail, postage prepaid, to the following addresses or otherwise given in a manner deemed, in writing, acceptable to the party to receive the notice:

1. to the County:
Williamson County, Texas
710 S. Main Street
Georgetown, Texas 78626
Attn: County Auditor
Telephone: (512) 943-1500
Facsimile: (512) 943-1567
2. to the Paying Agent/Registrar:
Kathleen Wagner
Regions Bank, Houston, Texas
201 Main Street, Suite 301
MAC: T5441-030
Fort Worth, Texas 76102
Telephone: (817) 334-7068
Facsimile: (817) 885-8650
3. to any Bond Insurer:
The address, phone number and fax number specified in the Award Certificate.

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

Section 7.03. DEFEASANCE OF BONDS. (a) Deemed Paid. The principal of and/or the interest and redemption premium, if any, on any Bonds shall be deemed to be Defeased Debt within the meaning of the Master Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bonds, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for the payment of its services until all Defeased Debt shall have become due and payable or (3) any combination of (1) and (2). At such time as Bonds shall be deemed to be a Defeased Debt

hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Security as provided in the Master Order and this Fourth Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investments. The deposit under clause (ii) of subsection (a) of this Section shall be deemed a payment of Bonds as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with the Master Order and this Fourth Supplement. Any money so deposited with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank as provided in this Section may at the discretion of the County also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bonds and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the County for deposit to the General Account of the System Account.

(c) Continuing Duty of Paying Agent and Registrar. Notwithstanding any provision of any other Section of this Fourth Supplement which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Debt shall have become due and payable, the Paying Agent/Registrar for such Defeased Debt shall perform the services of Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Fourth Supplement.

(d) Amendment of this Section. Notwithstanding anything elsewhere in this Fourth Supplement, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bonds affected thereby.

(e) Retention of Rights. Notwithstanding the provisions of subsection (a) of this Section, to the extent that, upon the defeasance of any Defeased Debt to be paid at its maturity, the County retains the right under State law to later call that Defeased Debt for redemption in accordance with the provisions of this Fourth Supplemental Order and the Award Certificate relating to the Defeased Debt, the County may call such Defeased Debt for redemption upon complying with the provisions of State law and upon the satisfaction of the provisions of subsection (a) of this Section with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt and the effect of the

redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

Section 7.04. PAYING AGENT/REGISTRAR AGREEMENT. The Paying Agent/Registrar Agreement by and between the County and the Paying Agent/Registrar is hereby approved and the Chief Financial Officer is hereby authorized to complete, amend, modify, execute, and deliver such Paying Agent/Registrar Agreement, as necessary.

Section 7.05. FURTHER PROCEDURES. Each Authorized Representative is hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Fourth Supplement, each Series of Bonds, the sale and delivery of each Series of Bonds, and fixing all details in connection therewith, and the Paying Agent/Registrar Agreement. In connection with the issuance and delivery of each Series of Bonds, the above-stated officers, with the advice of the County Attorney and Bond Counsel to the County, are hereby authorized to approve, subsequent to the date of the adoption of this Fourth Supplement, any amendments to the above named documents, and any technical amendments to this Fourth Supplement as permitted by Section 6.01 (v) or (vi) and a Authorized Representative is hereby authorized to execute this Fourth Supplement to evidence approval of such changes.

Section 7.06. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Capital Appreciation Bonds become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this Fourth Supplement and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. Whenever this Fourth Supplement requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Fourth Supplement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 7.08. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Fourth Supplement on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Fourth Supplement and the invalidity thereof shall in no way affect the validity of the other provisions of this Fourth Supplement or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 7.09. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 7.10 of this Fourth Supplement, being the information described in Exhibit C" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Material Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;

- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the County;
- M. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of

the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 7.03 of this Fourth Supplement that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Fourth Supplement for purposes of any other provision of this Fourth Supplement.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Fourth Supplement that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such

amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 7.10. OFFICIAL STATEMENT. The Preliminary Official Statement, in substantially the form and substance used by the County for the last series of pass-through toll bonds, is hereby approved with such changes as the Chief Financial Officer deemed necessary to complete, amend, modify and deem such Preliminary Official Statement and the Final Official Statement, final as necessary.

Section 7.11. CREDIT AGREEMENT. To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the Chief Financial Officer that such Credit Agreements are in the best interest of the County given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in the Master Order. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with the Bonds and other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to the Bonds and other Parity Debt or (iii) partially Parity Debt and partially Subordinated Debt.

Section 7.12. REMEDIES. Any owner of Parity Debt in the event of default in connection with any default in the payment of Annual Debt Service Requirements due in connection with any Parity Debt, or other costs and expenses related thereto, may require the County, its officials and employees and any appropriate official of the County, to carry out, respect, or enforce the obligations of the Master Order or this Fourth Supplement, by all legal and equitable means, including specifically, the use and filing of mandamus proceedings and specific performance of any covenant or agreement contained herein or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the owners hereunder or any combination of such remedies in any court of competent jurisdiction in Williamson County, Texas against the County, its officials and employees or any appropriate official of the County.

Section 7.13. RULES OF INTERPRETATION. For purposes of this Fourth Supplement, except as otherwise expressly provided or the context otherwise requires:

(a) The words "herein," "hereof" and "hereunder" and other similar words refer to this Fourth Supplement as a whole and not to any particular Article, Section, or other subdivision.

(b) The definitions in an Article are applicable whether the terms defined are used in the singular or the plural.

(c) All accounting terms that are not defined in this Fourth Supplement have the meanings assigned to them in accordance with then applicable accounting principles.

(d) Any pronouns used in this Fourth Supplement include both the singular and the plural and cover both genders.

(e) Any terms defined elsewhere in this Fourth Supplement have the meanings attributed to them where defined.

(f) The captions or headings are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(g) Any references to Section numbers are to Sections of this Fourth Supplement unless stated otherwise.

Section 7.14. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 7.15. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 7.16. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 7.17. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7.18. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Fourth Supplement or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the

Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 7.19. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds of each Series or (ii) \$9,500 per Series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Authorized Representative is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds of each Series.

EXHIBIT A

DEFINITIONS

As used in this Fourth Supplement, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Authorized Denominations" - Means (i) for Current Interest Bonds, \$5,000 or any integral multiple thereof or (ii) for Capital Appreciation Bonds, \$5,000 in Maturity Amount or any integral multiple thereof.

"Authorized Representative" - Means the County Judge, Chief Financial Officer or such other individual so designated by the County to perform the duties of an Authorized Representative under this Fourth Supplement.

"Award Certificate" - The Award Certificate of the Chief Financial Officer to be executed and delivered pursuant to Section 2.02(b) hereof in connection with each Series of Bonds.

"Bond Insurer" - One or more companies, if any, insuring all or any portion of any Series of Bonds (or any portion thereof) or any successor thereof or assignee thereof as set forth in any Award Certificate.

"Bonds" - The Bonds issued pursuant to and governed by this Fourth Supplement, as described in Article II hereof which includes the Series 2011 Bonds, the Current Interest Bonds and Capital Appreciation Bonds, as applicable, in accordance with the Award Certificate.

"Capital Appreciation Bonds" - The Bonds on which no interest is paid prior to maturity, maturing variously in each of the years and in the aggregate principal amount as set forth in an Award Certificate.

"Chief Financial Officer" - Means the County Auditor of the County, or such other officer or employee of the County or such other individual so designated by the County to perform the duties of Chief Financial Officer under this Fourth Supplement.

"Compounded Amount" - With respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 2.02 of this Fourth Supplement and the Compounded Amount Table relating to such Bonds.

"Compounded Amount Table" - With respect to the Capital Appreciation Bonds, the table attached as an exhibit to the Award Certificate relating to the Bonds that shows the Compounded Amounts per \$5,000 Maturity Amount on the Compounding Dates for each maturity to its Maturity.

"Compounding Dates" - Compounding Dates as defined in Section 2.02 of this Fourth Supplement.

"Current Interest Bonds" - The Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in an Award Certificate.

"Defeasance Securities" - Means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"DTC" - The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" - Securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Enabling Act" - Has the meaning given in the recitals to this Fourth Supplement.

"Federal Securities" - Direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fixed Rate Bonds" - The Bonds of a Series bearing interest at fixed, nonvariable interest rate(s), as established in accordance with Section 2.02 of this Fourth Supplement and the Award Certificate.

"Issuance Date" - The date of delivery of a Series of Bonds to the initial purchaser(s) thereof against payment therefor.

"Master Order" - The "Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program," adopted by the County on August 29, 2006, as may be amended or supplemented from time to time.

"Maturity" - When used with respect to the Bonds, the scheduled maturity of the Bonds.

"Maturity Amount" - The Compounded Amount of a Capital Appreciation Bond due on its Maturity.

"Maximum Rate" - A net effective interest rate (as defined in and calculated in accordance with the provisions of the Chapter 1204, Texas Government Code, as amended not to exceed fifteen percent (15%)).

"MSRB" - The Municipal Securities Rulemaking Board.

"Owner" - The registered owners of the Bonds as shown on the Security Register and to the extent set forth in a Credit Agreement relating to the Bonds, the party contracting with the County under a Credit Agreement.

"Paying Agent" - The agent selected and appointed by the County for purposes of paying the principal of, premium, if any, and interest on the Bonds to the Owners thereof, as identified in Section 2.03 hereof and any successor to such agent.

"Paying Agent/Registrar" - Collectively, the Paying Agent and the Registrar designated in Section 2.03 of this Fourth Supplement or any successor to such agent.

"Paying Agent/Registrar Agreement" - The agreement having such name executed by and between the County and the Paying Agent/Registrar.

"Predecessor Bonds" - Predecessor Bonds as defined in Section 2.05(a) hereof.

"Rebate Fund" - The fund by that name described in Section 4.02 hereof.

"Record Date" - With respect to each interest payment date of a Current Interest Bond, the date as determined in the respective Award Certificate.

"Registrar" - The agent selected and appointed by the County for purposes of keeping and maintaining books and records relating to the registration, transfer, exchange, and payment of the Bonds and interest thereon, as identified in Section 2.03 hereof and any successor to such agent.

"Reserve Fund" - The fund that was described in Section 4.04 hereof.

"Reserve Fund Obligation" - Means, a surety bond or insurance policy deposited in the Reserve Fund to satisfy the Required Reserve Amount whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Rule" - SEC Rule 15c2-12, as amended from time to time.

"SEC" - The United States Securities and Exchange County.

"Fourth Supplement" - This Fourth Supplemental Order, which was adopted pursuant to authority reserved by the County under the Master Order.

"Section" - Unless the context clearly requires otherwise, refers to a Section of this Fourth Supplement.

"Security Register" - The books and records kept and maintained by the Registrar relating to the registration, transfer, exchange, and payment of the Bonds and the interest thereon.

"Series" - A separate series of Bonds as specified by or pursuant to the terms of this Fourth Supplement.

EXHIBIT B

FORM OF BONDS

**UNITED STATES OF AMERICA
STATE OF TEXAS
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL
REVENUE AND LIMITED TAX BONDS,
SERIES 2011**

[FORM OF FIRST PARAGRAPH OF CURRENT INTEREST BOND]

No. R-_____ **\$**_____

BOND	ISSUANCE	INTEREST	MATURITY	
<u>DATE:</u>	<u>DATE:</u>	<u>RATE:</u>	<u>DATE:</u>	<u>CUSIP:</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

Williamson County, Texas (the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Issuance Date* specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year, commencing _____, ____*. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____* day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

No. CR-_____

\$_____

ISSUANCE
DATE:

INTEREST
RATE:

MATURITY
DATE:

CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

On the Maturity Date specified above, Williamson County, Texas (the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner set forth above, or the registered assigns thereof, the Maturity Amount specified above, representing the original principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof plus initial premium, if any, from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____*.

The Maturity Amount on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount stated above compounded semiannually at the yield shown on such table.

[REMAINDER OF EACH BOND]

This Bond is one of a duly authorized issue of bonds designated as "Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2011" (the "Bonds" or "Series 2011 Bonds"), in the aggregate principal amount of \$_____ issued pursuant to the laws of the State of Texas, including specifically the Enabling Act and Chapter 1371, Texas Government Code, as amended (collectively, the "Acts"), and initially under and pursuant to an order of the

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

County adopted on October 18, 2011, and entitled Fourth Supplemental Order to the Master Order Authorizing the Williamson County, Texas Pass-Through Toll Revenue Financing Program (the "Fourth Supplement") for the purpose of (i) designing, developing, financing, constructing, maintaining, operating, extending, expanding, or improving roads on the state highway system located in the County or, as a continuation of the project or facility, in an adjacent County and (ii) paying the costs of issuing such Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Order adopted on August 29, 2006 (the "Master Order"), on a parity with all other Parity Debt (as defined in the Master Order and the Fourth Supplement) and, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, a limited pledge of a direct annual ad valorem tax on all property in the County within the limits prescribed by law.

The Master Order, as supplemented by the Fourth Supplement, is referred to in this Bond as the "Order." Terms used herein and not otherwise defined shall have the meanings given in the Order.

*[The Bonds are issued in part as "Current Interest Bonds," which total in principal amount \$ _____ **, and which pay accrued interest at stated intervals to the Registered Owners and in part as "Capital Appreciation Bonds," which total in original principal amount \$ _____ and pay no accrued interest prior to their Stated Maturities.]

[Insert redemption provisions as provided in the Award Certificate]**

Notice of redemption shall be given at the times and in the manner provided in the Fourth Supplement.

If this Bond is in a denomination in excess of \$5,000, portions of the principal sum hereof in *** [principal amount] **** [Maturity Amount] of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Registered Owner hereof, upon the surrender of this Bond at the principal office of the Paying Agent/Registrar, a new Bond or Bonds of like maturity, series and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the *** [principal amount] *** [Maturity Amount] hereof. If this Bond is selected for redemption, in whole or in part, neither the County nor the Paying Agent/Registrar shall be required to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation

*To be included with respect to a Series of Bonds only if Current Interest Bonds and Capital Appreciation Bonds are both issued.

** As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

*** Current Interest Bonds only.

**** Capital Appreciation Bonds only.

on transferability shall not be applicable to any exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are special obligations of the County, payable solely from and equally secured by a first lien on and pledge of the Security and, pursuant to Section 5 of the Master Order, and, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, a pledge of a annual ad valorem tax on all taxable property in the County within the limits prescribed by law. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the County, except with respect to the Security. The bonds are issued pursuant to the Order, whereunder the County covenants, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, to levy a continuing direct annual ad valorem tax, within legal limit as to rate or amount, on taxable property within the County, for each year while any part of the Bonds are considered outstanding under the provisions of the Order, in sufficient amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due the other contractual obligations of the issuer payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Order. Reference is hereby made to the Order for provisions with respect to the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the registered owners of the Bonds. By acceptance of this Bond the registered owner hereof consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County.

The pledge of the Security and the other obligations of the County under the Order may be discharged at or prior to the maturity of the Bonds upon the making of provision for their payment on the terms and conditions set forth in the Order.

Subject to satisfying the terms and conditions stated in the Order, the County has reserved the right to issue additional Parity Debt payable solely from and equally and ratably secured by a parity lien on and pledge of the Security and other moneys and securities pledged under the Resolution to the payment of the Bonds.

Reference is hereby made to the Order, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Order may be amended or supplemented with or without the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the County; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond and this Bond thereafter no

longer to be secured by the Order or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the designated office of the Paying Agent/Registrar named below, or its successor with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully-registered Bonds of the same Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate ^{*}[principal amount] ^{**}[Maturity Amount] will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of ^{*}[principal] ^{**}[the Maturity Amount] hereof at its Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the County nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the County is a duly organized and legally existing county, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Order; that this series of bonds does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or

^{*}Current Interest Bonds only.

^{**}Capital Appreciation Bonds only.

impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN TESTIMONY WHEREOF, the County has caused its seal to be impressed or a facsimile thereof to be printed hereon and this Bond to be executed in the name of and on behalf of the County with the manual or facsimile signatures of its County Judge, and attested by the County Clerk.

WILLIAMSON COUNTY, TEXAS

By: _____ By: _____
County Clerk County Judge

(SEAL)

[INSERTIONS FOR THE INITIAL BOND]

The Initial Bond shall be in the form set forth in this exhibit, except that:

- A. Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below", and the heading "CUSIP NO." shall be deleted.
- B. The first paragraph of the Current Interest Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in the Award Certificate):

"Williamson County, Texas (the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
(Information from Award Certificate to be inserted)		

The County promises to pay interest on the unpaid principal amount hereof from the [Issuance Date] [Bond Date] specified above at the respective per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable

*As determined in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

on ____* and ____* of each year, commencing ____, ____*. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the principal office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the ____*. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof."

- C. The first two paragraphs of the Capital Appreciation Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in the Award Certificate):

"On the respective Maturity Dates set forth in the following schedule, the County of Round Rock, Texas (hereinafter referred to as the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner set forth above, or the registered assigns thereof, the respective Maturity Amounts set forth in the following schedule:

Maturity Dates

Maturity Amounts

Interest Rates

(Information from Award Certificate to be inserted)

The respective Maturity Amounts specified above, represent the original principal amounts hereof and accrued and compounded interest thereon. Interest shall accrue on the principal amounts hereof from the Issue Date at the interest rate per annum specified above, compounded semiannually on ____* and ____* of each year commencing ____*.

The respective Maturity Amounts on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount stated above compounded semiannually at the yield shown on such table."

*As determined in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

- D. The Initial Bond for a Current Interest Bond shall be numbered "T-1", and the Initial Bond for a Capital Appreciation Bond shall be numbered "TCR-1".

Form of Registration Certificate of Comptroller of Public Accounts
To Appear on Initial Bond only.

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

**OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS**

§
§
§

REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

**AUTHENTICATION CERTIFICATE OF
PAYING AGENT/REGISTRAR**

This Bond has been duly issued and registered under the provisions of the within-mentioned Resolution; the bond or bonds of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

REGIONS BANK, HOUSTON, TEXAS,
as Paying Agent/Registrar

Registered this date:

By: _____
Authorized Signature

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

(Please print or typewrite name and address, including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney, to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed by:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

[INSURANCE LEGEND IF APPLICABLE]

EXHIBIT C
CONTINUING DISCLOSURE

Commissioners Court - Regular Session

30.

Meeting Date: 10/18/2011

Vista Oaks MUD Interlocal Agreement for Law Enforcement Services

Submitted For: Hal Hawes

Submitted By:

Lucille D'Elia, County
Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Interlocal Agreement between Williamson County and Vista Oaks Municipal Utility District for Law Enforcement Services.

Background

Attachments

Vista Oaks MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:26 PM
Form Started By: Lucille D'Elia		Started On: 10/13/2011 11:11 AM
	Final Approval Date: 10/13/2011	

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN WILLIAMSON COUNTY, TEXAS AND VISTA OAKS MUNICIPAL UTILITY DISTRICT

This **INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES** (this "Agreement") is made and entered into by and between **Williamson County, Texas**, hereinafter referred to as the "County", acting by and through its governing body, the Williamson County Commissioners Court, and **Vista Oaks Municipal Utility District**, formerly known as Williamson County Municipal Utility District No. 9 (the "District"), a municipal utility district operating pursuant to Chapters 49 and 54 of the Texas Water Code. The District and the County are sometimes referred to individually herein as a "Party" and collectively as the "Parties").

RECITALS:

The predominant purpose of this Agreement is to provide additional law enforcement services to ensure the peace and safety of the citizens of the County particularly within the territorial confines of the District and to provide such a public benefit through the deployment of County property and personnel as deemed appropriate by the undersigned County elected official (the "Elected Official").

The Parties stipulate that the purpose of this Agreement is the performance of governmental functions and services as set out in the Texas Government Code Section 791.003(a), (d), (k), and (n).

Pursuant to Texas Water Code Section 49.216(a), the District may contract to employ peace officers with the power to make arrests when necessary to abate the commission of, among other things, any offense against the laws of the State of Texas. The County is authorized to provide law enforcement services to the District pursuant to Texas Government Code Section 791.011(c)(2).

The Parties further covenant that all payments mandated by this Agreement do fairly compensate the County for the furnishing of law enforcement services.

NOW THEREFORE, The County and the District, in consideration of the mutual covenants and agreements herein contained, mutually agree as follows:

I. TERM

1.1 The services to be performed under this Agreement shall commence on October 1, 2011, and shall continue thereafter for one (1) year, unless terminated sooner in accordance with other provisions of this Agreement. This Agreement may be renewed annually with the written consent of the County and the District, such consent being obtained by the parties at least thirty (30) days prior to the expiration of the then current term.

II. SERVICES

2.1 The County affirms and approves the authority of the Elected Official to provide one or more peace officers, as deemed appropriate by the Elected Official, to devote a primary portion of their working time, with the total number of hours per month to be set forth in this agreement and, thereafter, may be adjusted by the District as set forth below, to provide law enforcement services within the District's geographical area (the "Area"). It is intent of this Agreement that the peace officers' working time should be spent in the Area. From time to time, the District may request that the Elected Official adjust the working time spent in the District's Area and the monthly billings shall be adjusted accordingly.

2.2 The County and the Elected Official agree that the patrol services to be furnished pursuant to this Agreement are in addition to the regular on-duty peace officer services furnished within the Area, and that in no event shall the services furnished hereunder alter, impact or lessen the routine patrol services that are otherwise provided in the District.

2.3 As used herein, the phrase "working time" means those hours designated by the Elected Official in which its commissioned peace officers are assigned to provide additional law enforcement services in the Area pursuant to this Agreement. During such working time, the peace officers shall perform law enforcement services as normally provided when working directly for the Elected Official. The Elected Official shall retain control and supervision of the peace officers performing services under this Agreement to the same extent as the Elected Official does with its other peace officers that are working outside the District's Area. The peace officers must always comply with the laws of the State of Texas and act within the scope of the General Orders and Standard Operating Procedures of the Elected Official's office. The peace officers cannot enforce "district policies" or "house rules" of the District; provided, however, the peace officers shall enforce District Rules and Regulations adopted pursuant to Section 54.205 of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code.

2.4 The District understands and agrees that if emergency circumstances arise during the time in which a peace officer is providing services for the District and such peace officer must leave to respond to said emergency, the peace officer will be temporarily leaving the District's Area and will not be paid by the District while responding to such emergency. Nor shall the time associated with responding to such emergency be included within the number of monthly working hours furnished by peace officers within the Area under this Agreement. When the emergency assignment is completed, the peace officer will return to the District's Area and continue to provide the services contemplated by this Agreement.

2.5 Although the peace officers shall at all times remain under the control and supervision of the Elected Official, the Elected Official agrees as follows with respect to the additional law enforcement services to be furnished by the peace officers under this Agreement:

a. The Elected Official shall ensure that its peace officers are familiar with the boundaries of the District, and that the services performed under this Agreement are undertaken within the District's boundaries only.

b. The Elected Official (and/or the County's coordinator) shall coordinate with the District the hours during which the additional patrol services are performed within the District under this Agreement. It is the mutual intention of the parties that the patrol services performed under this Agreement shall be undertaken during "high crime time" periods and peak periods identified by the District.

c. The Elected Official (and/or the County's coordinator) shall use good faith efforts to minimize the turnover of peace officers that provide additional patrol services within the District pursuant to this Agreement. It is the intent of the parties that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a peace officer will be better able to identify and investigate suspicious or potential criminal activity.

III. SPECIAL CONSIDERATIONS

3.1 The peace officers providing services to the Area will spend approximately eighty (80) hours per month of working time in the service Area. Provided that the Elected Official has additional peace officers that are readily available to provide additional services hereunder, the number of working hours of the peace officers may be increased from time to time by the District by providing ten (10) calendar day's written request for additional services to the County's coordinator. The District may also decrease the above referenced number of working hours per month by providing thirty (30) calendar day's written notice thereof to the County's coordinator. Upon any such adjustment, the District's monthly pay obligation shall be adjusted accordingly.

3.2 The District shall designate a liaison representative for the sole purpose of maintaining communication between the District and the County and its coordinator. The County's coordinator shall serve as the County's point of contact for the District and shall assist the District with any issues that arise between the District and the County.

3.3 The County's coordinator shall be responsible for assigning peace officers to provide the law enforcement services in the Area. The County's coordinator will also track the amount of time that the peace officers spend providing the services to the District hereunder.

3.4 It is understood and agreed by the parties that peace officers shall in no sense be considered an employee or agent of the District, and the District will have no liability relating to any action taken by any peace officer while providing services under this Agreement. The County agrees that for purposes of Section 791.006 of the Texas Government Code, responsibility for any civil liability arising out of the services furnished under this Agreement shall remain with the County, and not the District. The District shall not be responsible for, and

shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of the peace officers. The County shall be responsible for the filing and payment of all income related taxes associated with the services performed by the peace officers under this Agreement. The peace officers shall not be treated as employees of the District with respect to the services performed hereunder for federal or state tax purposes, for workers compensation purposes, or for any other purposes.

3.5 The County agrees that each peace officer will be properly insured while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

IV. CONSIDERATION FOR SERVICES

4.1 The District agrees to pay to the County the sum of Forty Five and 43/100 Dollars (\$45.43) per hour of time served by a peace officer within the Area pursuant to this Agreement for the District. Said amount shall compensate the County for the working time of the peace officer and the fully equipped patrol vehicle that is being utilized by such peace officer.

4.2 The District shall pay a monthly coordinator scheduling fee of zero (\$0) in order to compensate the County for the time spent by the County's coordinator on coordinating and managing the services that are being provided hereunder. In the event the District is not obligated to pay a coordinator fee hereunder, such fee for coordination services will be absorbed in the hourly rates paid to peace officers for performing services for the District hereunder.

4.3 The County shall invoice the District monthly for all amounts due for the prior month and the District shall pay, within fifteen (15) calendar days from the date of the invoice, all amounts due. All invoices will be sent to the District c/o Municipal Accounts & Consulting, L.P., Attn: Autumn Phillips, 8834 N. Capital of Texas Highway, Ste. 150, Austin, Texas 78759. All payments shall be made to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626. Interest charges for any late payments shall be paid by the District in accordance with Chapter 2251 of the Texas Government Code.

V. BREACH AND TERMINATION

5.1 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 thirty (30) 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 thirty (30) days, then and in that instance, the thirty (30) 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 thirty (30) 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 any remedies available at law or in equity, terminate this Agreement.

5.2 Either party may terminate this Agreement prior to the expiration of the term set forth above, without cause, upon thirty (30) day's prior written notice to the other party.

VI. NOTICE

6.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been received by the appropriate Party at the following addresses:

To the County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With a copy to the
Elected Official: Sheriff James R. Wilson
508 S. Rock Street
Georgetown, Texas 78626

To the District: Vista Oaks Municipal Utility District
c/o: John Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

With a copy to: Andrew Hunt
Crossroads Utility Services LLC
2601 Forest Creek Drive
Round Rock, Texas 78665

6.2 Any party may designate a different address by giving the other parties ten days' written notice.

VII. MISCELLANEOUS PROVISIONS

7.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

7.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

7.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

7.4 Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters 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.

7.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

7.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

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

7.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

7.9 Assignment; Successors and Assigns. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party. This Agreement shall be binding

upon and inure to the benefit of parties hereto and their respective successors and assigns.

7.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of such Party does not appropriate sufficient funds as determined by such Party's budget for the fiscal year in question. The Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

7.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

7.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

7.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

7.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

7.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

7.16 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

Date signed: _____, 2011

APPROVED AS TO FORM AND SUBSTANCE:

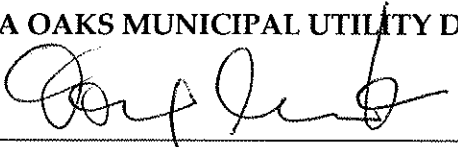
WILLIAMSON COUNTY ELECTED OFFICIAL

By: _____
Sheriff James R. Wilson

Name of
Agency/
Elected Office: Williamson County Sheriff's Office

Date signed: _____, 2011

VISTA OAKS MUNICIPAL UTILITY DISTRICT

By:  _____
Doug Mink, President
Board of Directors

Date signed: October 10, 2011

Commissioners Court - Regular Session**31.****Meeting Date:** 10/18/2011

Public hearing on the Resolution to Tax Goods in Transit for October 25th 2011

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

Information**Agenda Item**

Consider authorizing advertising and setting date for Public Hearing on the Resolution to Tax Goods in Transit for October 25th, 2011 at 10:00 a.m.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:43 AM
Form Started By: Kathryn Morehouse		Started On: 10/12/2011 10:55 AM
	Final Approval Date: 10/13/2011	

Commissioners Court - Regular Session

32.

Meeting Date: 10/18/2011

Bio-Key Cancellation Letter

Submitted For: Hal Hawes

Submitted By:

Lucille D'Elia, County
Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on cancelling the Agreement between Bio-Key International Inc. and Williamson County, dated September 16, 2008 due to a lack of appropriation.

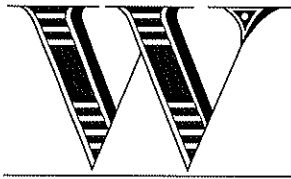
Background

Attachments

Cancellation letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:25 PM
Form Started By: Lucille D'Elia		Started On: 10/13/2011 09:19 AM
	Final Approval Date: 10/13/2011	



DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

October 18, 2011

Francis J. Cusick
Vie President & CFO
Bio-Key International, Inc.
300 Nickerson Road
Marlborough, MA 01752

RE: Williamson County Sheriff's Office – Agreement dated 9/16/2008

Dear Mr. Cusick:

This letter is to advise you that Williamson County is hereby terminating the Agreement with Bio-Key International Inc. dated September 16, 2008. Pursuant to paragraph 11 of the Agreement, since sufficient funds have not been allocated to the Williamson County Sheriff's Department this Agreement is hereby cancelled and is of no further force and effect.

Sincerely,

Dan A. Gattis
County Judge

Commissioners Court - Regular Session

33.

Meeting Date: 10/18/2011

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Authorization to maintain TCDRS Plan Provisions for Plan Year 2012.

Background

Attachments

TCDRS Plan Provisions

Form Review

Form Started By: Wendy Coco

Started On: 10/14/2011 02:26 PM

Final Approval Date: 10/14/2011

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

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

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

Certification

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

Authorized Signature, County Judge of Williamson County

Printed Name

Dated: _____

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

Commissioners Court - Regular Session**34.****Meeting Date:** 10/18/2011

Lease of Belford Square Property at 310 W 7th Street Suite 102

Submitted For: Bob Space**Submitted By:**Patrick Strittmatter,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider authorizing advertising and setting date of November 8, 2011 at 3:00pm in the Purchasing Department to receive proposals for the Lease of Belford Square Property at 310 W. 7th Street, Suite 102, Georgetown, Texas 78626, proposal # 12RFP00001.

Background

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

Form Started By: Patrick Strittmatter

Reviewed By
Wendy Coco

Final Approval Date: 10/13/2011

Date
10/13/2011 08:43 AM
Started On: 10/12/2011 01:08 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 10/18/2011

County Attorney Legislative Supplement BA 10-18-2011

Submitted For: David Dukes**Submitted By:**Lisa Moore, County
Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office to pay state legislative supplements.

Background

State funds received 10/08/2011. To be paid out throughout the year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.335601	Co. Atty. Salary Supp.	\$62,500.00	01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 08:43 AM
Form Started By: Lisa Moore		Started On: 10/11/2011 11:30 AM
	Final Approval Date: 10/13/2011	

Commissioners Court - Regular Session**36.****Meeting Date:** 10/18/2011

County Attorney Legislative Supplement BA 10-18-2011

Submitted For: David Dukes**Submitted By:**

Lisa Moore, County Auditor

Department: County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Attorney. This expenditure is paid by State Legislative Supplement dollars.

Background

State funds received 10/08/2011. To be paid out throughout the year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.001100	Salaries	\$43,890.00	01
	0100.0475.002010	FICA	\$3,357.59	02
	0100.0475.002020	Retirement	\$5,249.24	03
	0100.0475.004902	Co. Atty. Legislative Supp.	\$10,003.17	04

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

Form Started By: Lisa Moore

Reviewed By
Wendy Coco

Final Approval Date: 10/13/2011

Date
10/13/2011 08:43 AM
Started On: 10/11/2011 01:19 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 10/18/2011

Executive Session

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

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

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

- a) Discuss proposed acquisition of property for right-of-way for 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 on Chandler IIIA.
- i) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- j) Discuss proposed acquisition of drainage easements along CR 138.
- k) Discuss proposed acquisition of property for right-of-way along CR 170.
- l) Discuss proposed acquisition and/or sale of property for Arterial H.
- m) Discuss potential sale of real property on Williams Drive.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/13/2011 02:25 PM
Form Started By: Charlie Crossfield		Started On: 10/13/2011 10:11 AM
	Final Approval Date: 10/13/2011	