

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 6TH, 2012
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 Division.
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 – 8)

5. Discuss and consider approving a line item transfer for JP 4.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0454.001100	Salaries	\$1125.60		
To	0100.0454.001107	Temp Labor	\$1125.60		

6. Consider approving the investment report for April through September 2012 and the Quarters June 30, 2012 and September 30, 2012, which was approved by the investment committee on October 29, 2012.
7. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
8. Discuss and consider approval of preliminary plat for Sefcik subdivision - Pct 3

REGULAR AGENDA

9. To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.

10. Discuss and take appropriate action on road bond program.
11. Consider and take appropriate action on donation of Thanksgiving Lunch for Department of Infrastructure employees and the members of the Williamson County Commissioner's Court by former Williamson County Commissioner Limmer.
12. Consider authorizing the County Judge to execute a claim for actual moving expenses for a billboard relocation on US 183/Parcel 2.
13. Consider authorizing County Judge to execute a Real Estate Contract with APW Corp. a Texas Corporation for ROW needed on SH 195. (PARCEL 122/125)
14. Consider authorizing County Judge to execute a Real Estate Contract with Tommy Dale Arnold for ROW needed on CR 170. (PARCEL 15)
15. Consider authorizing County Judge to execute a Real Estate Contract with L.G. Schwartz and Tommy D. Arnold for ROW needed on CR 170. (PARCEL 16)
16. Discuss and consider approving the field agreement for Wildlife Damage Management and Predator Control.
17. Consider approving First Amendment to Interlocal Agreement with The Ranch at Cypress Creek MUD
18. Discuss and take appropriate action regarding an Extension Agreement of that certain Professional Services Agreement for Dental Services at the Williamson County Jail between Todd C. Harris, P.C. and Williamson County regarding dental services for inmates at the Williamson County Jail; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.
19. Discuss and take appropriate action regarding an Extension Agreement of that certain Professional Services Agreement for Medical Services at the Williamson County Jail between Adam Barta, M.D. and Williamson County regarding medical services for inmates at the Williamson County Jail in accordance with Chapter 2254 of the Texas Government Code and, to the extent necessary, exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.
20. Discuss and consider approving Williamson County's continued participation in the CAPCOG Regional Emergency Notification System (ENS).
21. Consider approving the addition of Georgetown Commercial Properties LLC, represented by Tim Harris and Bob Brent to the list of vendors for real estate brokers/agents for Williamson County, RFQ #07WCRFQ505.
22. Consider authorizing extension of Belford Square Lease, 310 W 7th Street, Suite 102, Georgetown to November 30, 2013 with Stacey Cardwell d/b/a True Blue Bail Bonds.

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)."

23. Discuss and deliberate economic development matters pursuant to Section 551.087, Texas Government Code (Deliberation Regarding Economic Development Negotiations), including the following:
 - a) acute care hospital in City of Round Rock with Round Rock RE Holdings, LLC
24. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 1. Proposed or potential purchase or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
 - f) Discuss proposed acquisition of property for proposed SH 29 project.
 - g) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - h) Discuss proposed acquisition of property for right-of-way along CR 170.
 - i) Discuss proposed acquisition and/or sale of property for Arterial H.
 - j) Discuss proposed acquisition of property for right-of-way for the Pond Springs Rd. project.
 - k) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
 - l) Discuss proposed acquisition of property for right-of-way for Neenah Dr.
 - m) Discuss proposed acquisition of property for right-of-way for Pearson Blvd.
 - n) Discuss proposed acquisition of property for right-of-way for FM 1460.
25. 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) 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
 - d) 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
 - e) 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
 - f) 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;
 - g) 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
 - h) Employment related matters.
 - i) 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.

- j) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
- k) Mortgage Electronic Recording Systems (MERS) litigation.
- l) Legal matters regarding the Williamson County Justice Center Parking Garage
- m) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- n) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.
- o.) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
- p.) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- q.) Complaint(s) in relation to electioneering

26. Discuss and take appropriate action concerning economic development matters.

27. Discuss and take appropriate action on real estate.

28. 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) 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
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- f) 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;
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- p.) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- q.) Complaint(s) in relation to electioneering

29. Comments from Commissioners.

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 _____, 2012 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 11/06/2012

Line Item Transfer

Submitted By: Jessica Schmidt, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for JP 4.

Background

JP 4 is requesting a budget line item transfer to Temporary Labor to cover labor expenses for Temp - we have Temp in Criminal Clerk III position on a probationary basis.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0454.001100	Salaries	\$1125.60		
To	0100.0454.001107	Temp Labor	\$1125.60		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/02/2012 10:31 AM
Form Started By: Jessica Schmidt		Started On: 10/31/2012 02:35 PM
	Final Approval Date: 11/02/2012	

Commissioners Court - Regular Session**6.****Meeting Date:** 11/06/2012

Williamson CTY Investment Committee Meeting October 29 2012

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

Information**Agenda Item**

Consider approving the investment report for April through September 2012 and the Quarters June 30, 2012 and September 30, 2012, which was approved by the investment committee on October 29, 2012.

Background

AttachmentsWilco Investment Committee Mtg Oct 29 2012**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:28 AM
Form Started By: Celia Villarreal		Started On: 10/30/2012 10:27 AM
	Final Approval Date: 11/01/2012	

**WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA
October 29, 2012
2:30 P.M.**

1. Accept/Approve agenda
2. Approve minutes of May 10, 2012
3. Review/Approve Investment Reports for April through September ²⁰¹²~~2010~~
and the Quarters ending June 30, 2012 and September 30, 2012
4. Economic Review
5. Education Requirements Report
6. Education Opportunities
7. Misc.
8. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

May 10, 2012

The Williamson County Investment Committee met Thursday, May 10, 2012 at 10:00 a.m. in the County Judge's Conference Room. Committee members present were; Dan A. Gattis., County Judge, Deborah M. Hunt, County Tax Assessor/Collector, David U. Flores County Auditor, Vivian L. Wood, County Treasurer, and Kathy S. Kohutek, Deputy County Treasurer. Greg Warner, representing First Southwest Asset Management (FSAM) was also in attendance.

Judge Gattis called the meeting to order at 10:23 a.m. A motion was made by Ms. Hunt to accept and approve the agenda as presented, second by Mr. Flores. Motion carried.

Minutes of January 26, 2012, were reviewed. A motion was made by Mr. Flores to accept the minutes as amended, second by Ms. Hunt. Motion carried.

Investment Reports for January, February, and March 2012 and the Quarter Ending March 31, 2012 were reviewed with a motion to approve by Ms. Hunt, second by Mr. Flores to approve the reports as presented. Motion carried. A discussion led by Mr. Warner suggested the investment of \$25 Million of available Road Bond Funds in commercial paper (\$10 million in Toyota and \$15 Million in GE).

Documentation for Comerica has been reviewed by legal counsel. There was a motion by Judge Gattis and was second by Ms. Hunt that we to go forward with the Comerica agreement that it be submitted to the Commissioners' Court for approval before we invest funds in that facility.

A suggestion was made to include "Credit Watch" which First Southwest can provide, in the Williamson County Investment Policy.

It was acknowledged that Commissioner Covey is in breach of her required investment training per the Williamson County Investment Policy. All members are given a copy of available training opportunities. It was suggested by Judge Gattis that this item be tabled at this time.

A motion was made by Mr. Flores, second by Ms. Hunt, to accept the First Southwest Asset Management Securities Exchange Commission Form ADV Part II dated March 30, 2012. Motion carried.

Each packet included information about upcoming training opportunities and a worksheet of committee members recorded training hours with expiration dates noted.

There being no further business, a motion to adjourn was made by Ms. Hunt, second by Mr. Flores. Motion carried.

**APRIL 2012 COUNTY INVESTMENT
FY 2012
INTEREST RATE: TEXPOOL PRIME 0.139% -- TEXPOOL 0.111% -- TEXSTAR 0.110%**

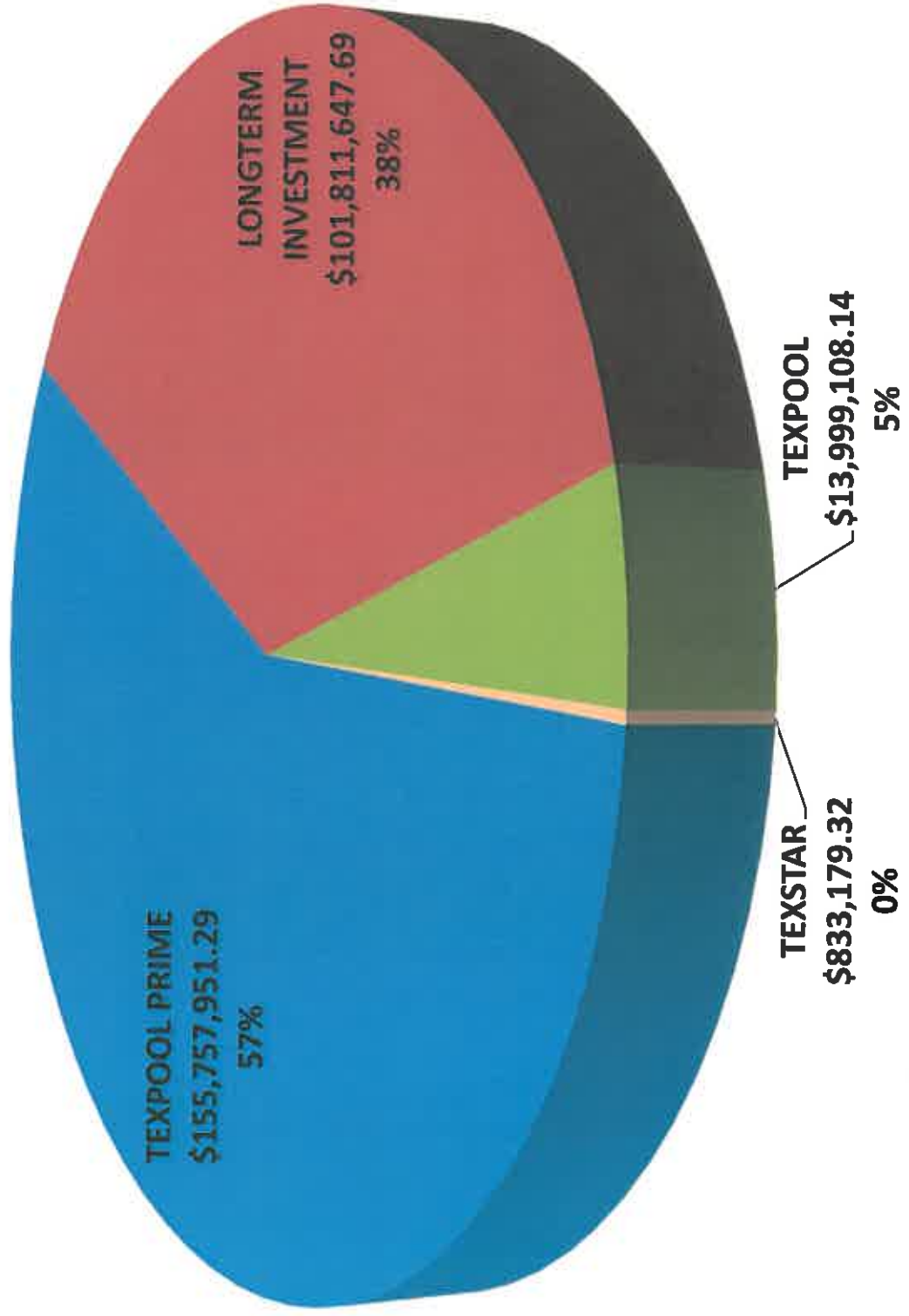
ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 3/31/12	TOTAL INTEREST	BALANCE 4/30/12	BALANCE 3/31/12	TOTAL INTEREST	BALANCE 4/30/12	BALANCE 3/31/12	TOTAL INTEREST	BALANCE 4/30/12	TOTAL BALANCE IN ACCOUNT 4/30/12	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADP FUND	179,757.18	16.42	179,773.60										16.42	179,773.60
CHILD SAFETY	65,587.15	5.92	65,586.67										5.92	65,586.67
CRITSE SEC	77,678.64	7.08	77,685.72										7.08	77,685.72
CO RECORD ARC	707,124.56	64.53	707,189.09							1,000,000.00		8/12/12	64.53	1,707,189.09
COUNTY RMP	847,940.74	77.36	848,018.10										77.36	848,018.10
CT RPTR SVC	686,235.08	62.60	686,297.68										62.60	686,297.68
GENERAL FUND	38,155.60	3.46	38,165.46	58,057,773.98	5,488.89	42,863,262.87				25,458,251.90		5/7/12	5,482.35	68,359,680.23
JUSTICE CRT TECH	526,139.24	48.03	526,187.27										48.03	526,187.27
LIBRARY FUND	575,072.24	52.50	575,124.74										52.50	575,124.74
KARST	1,253,690.58	110.88	1,183,801.46										110.88	1,183,801.46
RMP	777,526.75	70.96	777,597.71										70.96	777,597.71
TCEQ AIR CHECK GRANT	985,968.43	86.36	972,210.06										86.36	972,210.06
TOBACCO FUNDS	8,408.91	0.78	8,410.69	1,320,388.07	150.52	1,320,539.59				2,463,102.50		11/8/12	151.30	3,822,052.78
GEN FUND TOTAL	6,729,276.10	609.88	6,646,048.25	59,378,163.05	5,538.41	44,183,802.46	0.00	0.00	0.00	28,951,354.40			6,249.29	79,781,205.11
CO'S & BOND														
2007 PARK BONDS				2,787,198.84	316.37	2,759,446.30							316.37	2,759,446.30
2007 ROAD BONDS	5,382,378.31	491.18	5,382,869.49	58,576,163.68	6,587.76	58,475,665.67				56,600,762.46	31,250.00	7/3/12	38,308.94	120,459,297.52
C O SERIES 2006				17,714,057.86	1,988.48	16,666,073.78							1,988.48	16,666,073.78
GF BOND 01	2,048.40	0.24	2,048.64	2,176,991.85	248.17	2,177,240.02	155,785.33	14.06	155,796.39				262.47	2,335,088.05
PASS THROUGH				8,767.74	0.08	0.00							0.08	
TOLLIT RD 2009														
PASSTHROUGH														
TOLL REIMB														
CO'S & BONDS TOTAL	5,384,426.71	491.42	5,384,918.13	81,283,178.97	9,120.86	80,078,425.77	677,318.81	61.12	677,379.93	56,600,762.46	31,250.00		40,937.46	677,379.93
2008 TAN	97,362.84	8.86	97,371.70	4,549,835.85	518.47	4,544,597.27							527.33	4,641,968.97
COUNTY BENEFITS														
DEBT SERVICE	485,024.29	44.27	485,068.56	935,652.71	181.32	1,212,036.90							181.32	1,212,036.90
ROAD AND BRIDGE	24,464.08	2.20	24,466.28	10,816,919.16	1,725.33	18,818,644.49				7,500,000.00		7/29/12	1,769.60	26,803,713.05
SE ROAD DIST	17,843.81	1.67	17,845.48	7,389,581.61	808.26	6,870,390.87				8,459,530.83	5,700.00	10/23/12	6,511.46	15,354,387.98
SW ROAD DIST	879,701.08	80.30	879,781.38										1.67	17,845.48
NE RR ROAD DIST	463,566.07	42.29	463,608.36										80.30	879,781.38
FUTURE ENHNC LIAB													42.29	463,608.36
TOTALS	14,081,664.98	1,280.89	13,999,108.14	164,613,363.06	18,017.47	155,757,951.29	833,104.14	75.18	833,179.32	101,811,647.69	36,950.00	4/17/15	56,281.25	272,401,886.44

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; APRIL 2012 INTEREST RATE 0.43%

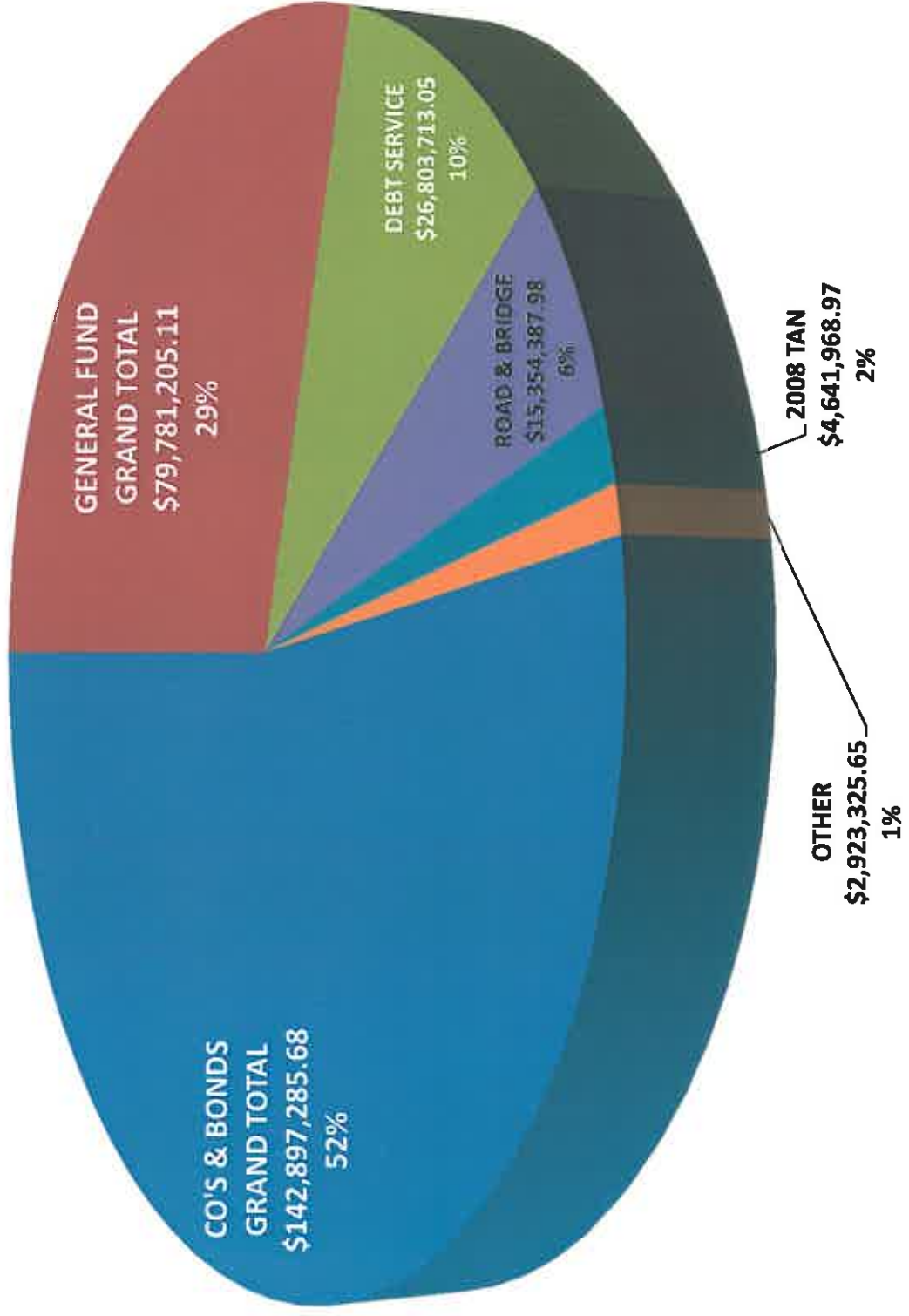
Vivian L. Wood 5-7-2012 DATE

Vivian L. Wood
Williamson County Treasurer

**FY 2012 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF APRIL 30, 2012**



FY 2012 COUNTY INVESTMENTS BY MAJOR FUND TOTAL **AS OF APRIL 30, 2012**



*The "OTHER" category is made of the County Benefits, SE Road District, SW Road District, NE RR Road District and Future Environmental Liab.

APRIL 2012 NON-COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.139% -- TEXPOOL 0.111% -- TEXSTAR 0.110%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TOTAL INTEREST ONLY	GRAND TOTAL (including Interest)
	BALANCE 3/31/2012	TOTAL INTEREST	BALANCE 3/31/2012	TOTAL INTEREST		
ARR DIST 1 CONST	3,031.08	0.02			0.02	455.85
CITIES HEALTH DIST	76,453.09	6.96	1,521,929.38	173.51	180.47	1,598,769.31
CO DISTRICT CLERK	858,177.60	77.95			77.95	858,461.85
COUNTY CLERK	484,248.47	54.64			54.64	667,068.34
CSCD	805,810.67	73.54			73.54	805,884.21
DA DRUG FUND	122,687.55	11.20			11.20	122,698.75
DISTRICT ATTORNEY	262,322.84	26.15			26.15	326,462.99
MEDICAID	450,162.31	78.46			78.46	900,240.77
SHERIFF'S DRUG FUND	354,003.85	32.30			32.30	354,036.15
SHERIFF COMMISSARY	504,667.73	48.08			48.08	504,713.81
WC SCHOOL FUND			9.70	0.00	-	9.70
TOTALS	3,921,565.19	407.30	1,521,939.08	173.51	580.81	6,136,801.73

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; APRIL 2012 INTEREST RATE 0.43%

Vivian L. Wood

Vivian L. Wood

Williamson County Treasurer

5-7-2012

DATE

MAY 2012 COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.146% -- TEXPOOL 0.125% -- TEXSTAR 0.127%

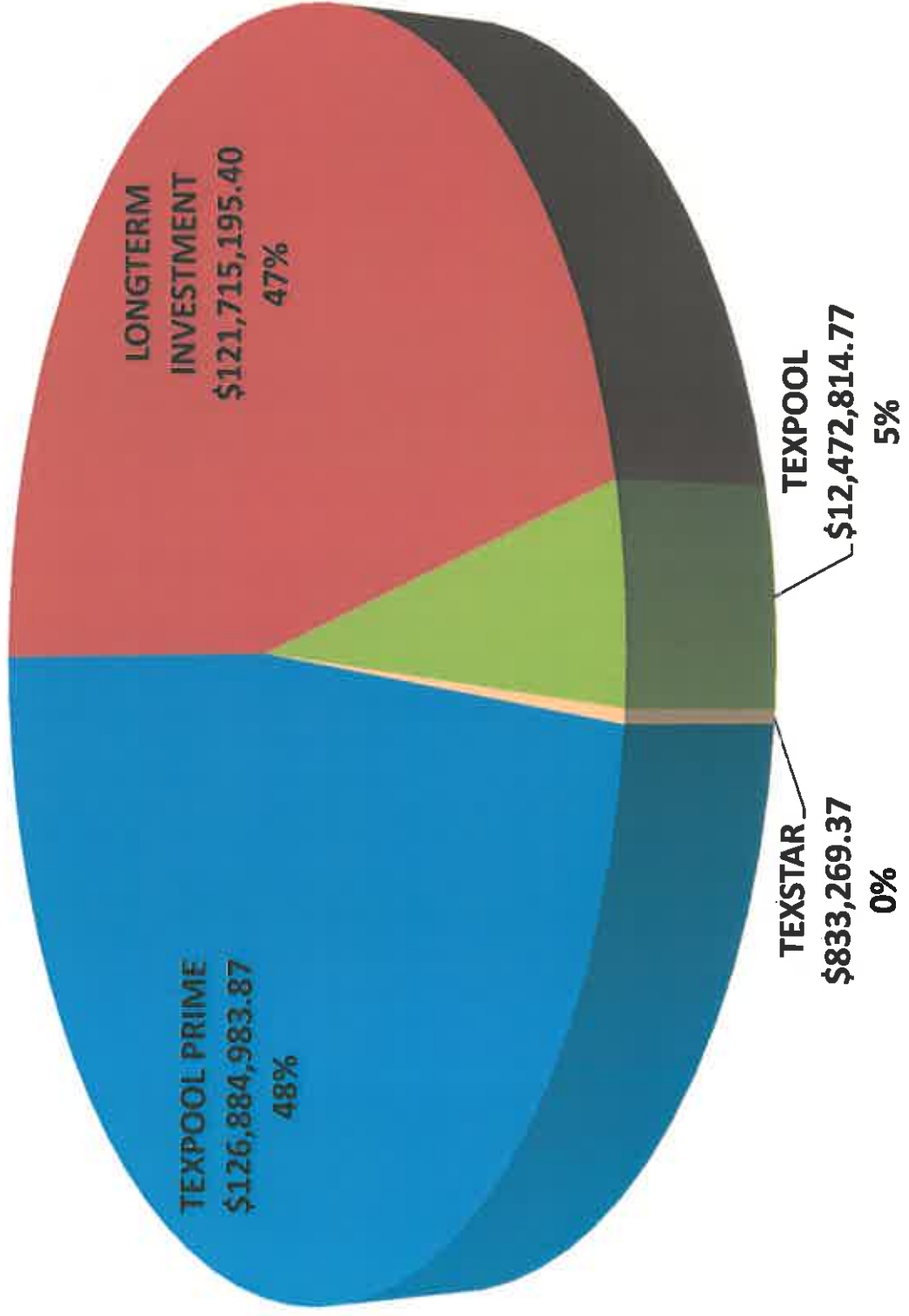
ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR		LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 4/30/12	TOTAL INTEREST	BALANCE 5/31/12	BALANCE 4/30/12	TOTAL INTEREST	BALANCE 5/31/12	BALANCE 4/30/12	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT 5/31/12	INTEREST EARNED AT MATURITY		
GENERAL FUND												
ADR FUND	179,773.60	19.03	179,792.63								19.03	179,792.63
CHILD SAFETY	65,586.67	6.97	65,587.72								6.97	65,587.72
CRTHSE SEC	77,686.72	8.21	77,693.93								8.21	77,693.93
CO RECORD ARC	707,189.09	74.82	707,263.91						1,000,000.00		74.82	1,707,263.91
COUNTY RMP	848,018.10	89.75	848,107.85								89.75	848,107.85
CT RPR SVG	686,297.68	72.66	686,370.34								72.66	686,370.34
GENERAL FUND	38,165.46	4.03	38,175.41	42,863,262.87	4,812.60	37,868,075.47			25,422,977.39	20,548.61	25,365.24	63,329,228.27
JUSTICE CRT TECH	526,187.27	55.63	526,242.90								55.63	526,242.90
LIBRARY FUND	575,124.74	60.87	575,185.61								60.87	575,185.61
KARST	1,183,801.46	125.24	1,183,926.70								125.24	1,183,926.70
RMP	777,597.71	82.32	777,680.03								82.32	777,680.03
TOCO AIR CHECK GRANT	972,210.06	101.20	939,628.43								101.20	939,628.43
TOBACCO FUNDS	8,410.99	0.91	8,411.60	1,320,539.59	163.21	1,320,702.80			2,493,102.50		164.12	3,822,216.90
GEN FUND TOTAL	6,646,048.25	701.64	6,614,067.06	44,183,802.46	4,975.81	39,188,778.27	0.00	0.00	28,916,079.89	20,548.61	26,226.06	74,718,925.22
CO'S & BOND												
2007 PARK BONDS				2,759,446.30	337.84	2,695,915.22					337.84	2,695,915.22
2007 ROAD BONDS	5,382,669.49	485.60	3,988,348.69	58,475,665.67	6,012.19	38,279,635.79			73,553,094.68		6,497.79	115,721,069.16
C O SERIES 2006				16,666,073.78	2,049.54	16,518,565.51					2,049.54	16,518,565.51
GF BOND 01	2,048.64	0.31	2,048.95	2,177,240.02	284.59	1,754,629.12	155,798.39	16.84			281.74	1,912,494.30
PASSTHROUGH							677,379.93	73.21				677,453.14
TOLL REIMB							833,179.32	90.05		0.00		137,525,497.33
CO'S & BONDS TOTAL	5,384,918.13	485.91	3,990,397.64	80,078,425.77	8,664.16	59,248,745.64			73,553,094.68		9,240.12	137,525,497.33
2008 TAN	97,371.70	10.31	97,382.01	4,544,597.27	561.67	4,546,158.94					571.98	4,642,540.95
COUNTY BENEFITS				1,212,036.90	227.51	1,146,753.37					227.51	1,146,753.37
DEBT SERVICE	485,068.56	51.32	485,119.88	18,818,644.49	2,103.44	15,834,247.93			10,486,500.00		2,154.76	26,805,867.81
ROAD AND BRIDGE	24,466.28	2.60	24,468.88	6,870,390.87	849.13	6,871,240.00			8,459,530.83		851.73	15,355,239.71
SE ROAD DIST	17,845.48	1.89	17,847.37								1.89	17,847.37
SW ROAD DIST	879,781.38	93.10	879,874.48								93.10	879,874.48
NE RR ROAD DIST	463,608.36	49.09	463,657.45								49.09	463,657.45
FUTURE EMVIRN LIAB				50,053.53	6.19	50,059.72			300,000.00		6.19	350,059.72
TOTALS	13,999,108.14	1,395.86	12,472,814.77	155,757,951.29	17,387.91	126,884,983.87	833,179.32	90.05	121,715,195.40	20,548.61	39,373.34	281,906,263.41

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; MAY 2012 INTEREST RATE 0.44%

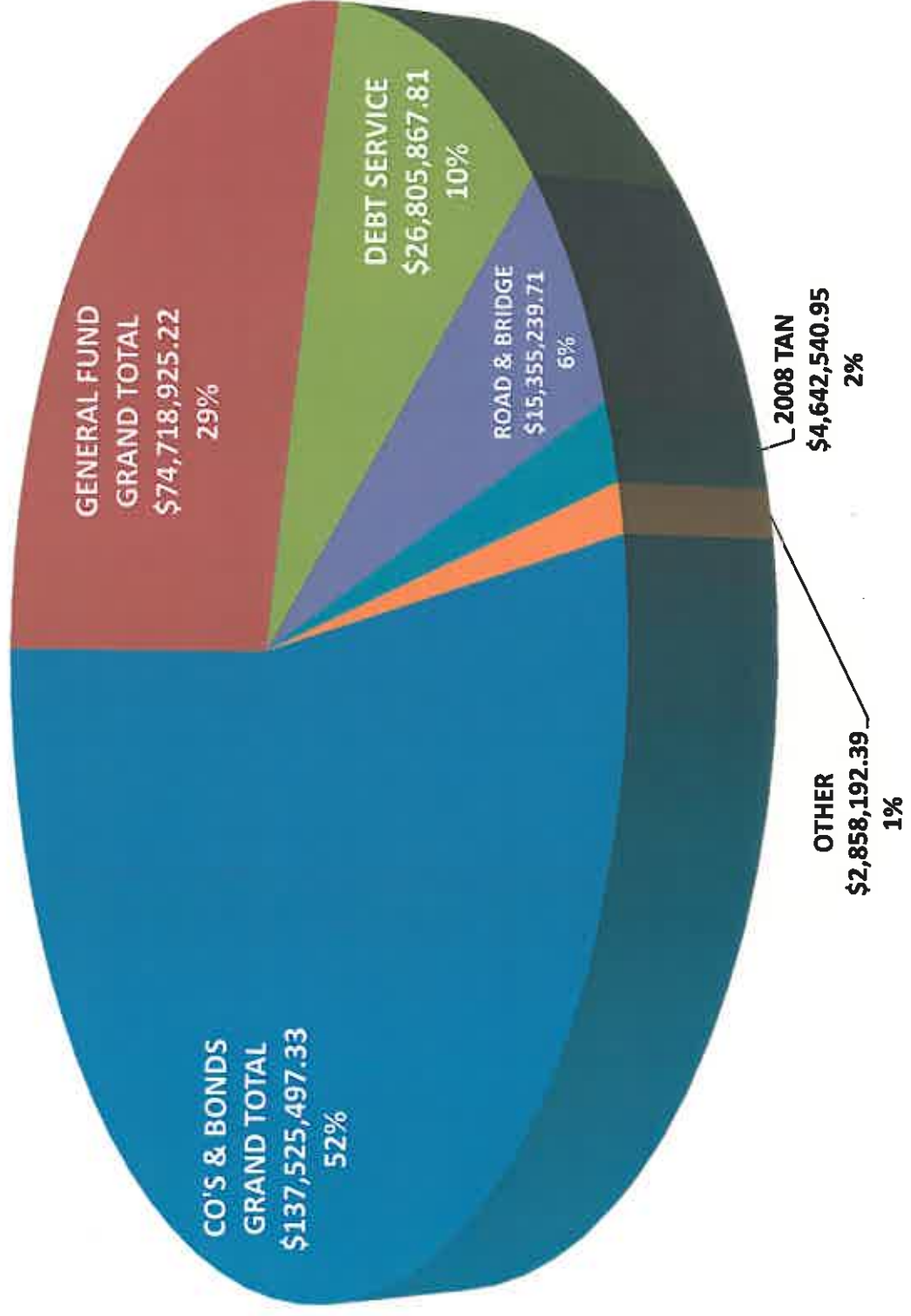
Vivian L. Wood 6-14-12 DATE

Vivian L. Wood
Williamson County Treasurer

**FY 2012 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF MAY 31, 2012**



**FY 2012 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF MAY 31, 2012**



*The "OTHER" category is made of the County Benefits, SE Road District, SW Road District, NE RR Road District and Future Environmental Liab.

MAY 2012 NON-COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.146% - TEXPOOL 0.125% - TEXSTAR 0.127%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 4/30/2012	TOTAL INTEREST	BALANCE 4/30/2012	TOTAL INTEREST		
AVERY RANCH ROADS	455.85	186.47	1,819,582.56		186.47	1,819,582.56
CITIES HEALTH DIST	76,460.05	8.09	76,468.14	188.14	196.23	1,598,965.54
CO DISTRICT CLERK	856,461.85	90.65	853,378.94		90.65	853,378.94
COUNTY CLERK	667,068.34	70.65	685,943.77		70.65	685,943.77
CSCD	805,884.21	85.27	805,969.48		85.27	805,969.48
DA DRUG FUND	122,698.75	12.98	122,711.73		12.98	122,711.73
DISTRICT ATTORNEY	326,462.99	34.64	324,496.59		34.64	324,496.59
MEDICAID	900,240.77	109.31	253,732.59		109.31	253,732.59
SHERIFF'S DRUG FUND	354,036.15	37.46	354,073.61		37.46	354,073.61
SHERIFF COMMISSARY	504,713.81	53.36	504,767.17		53.36	504,767.17
WC SCHOOL FUND				9.70	9.70	9.70
TOTALS	4,614,482.77	688.88	5,801,124.58	188.14	877.02	7,323,631.68

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; MAY 2012 INTEREST RATE 0.44%

Vivian L. Wood 6-14-12 DATE

Vivian L. Wood

Williamson County Treasurer

JUNE 2012 COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.166% -- TEXPOOL 0.140% -- TEXSTAR 0.138%

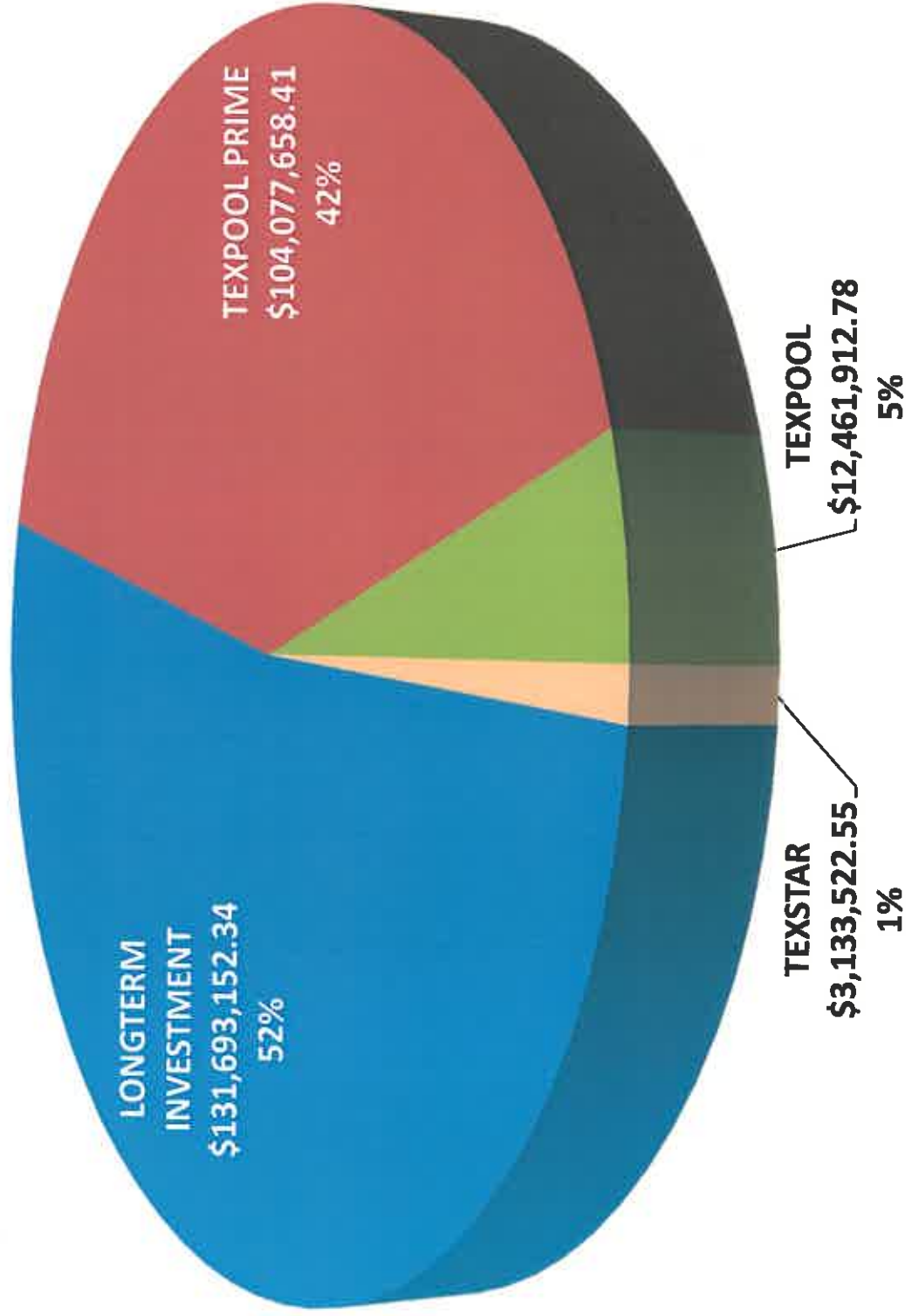
ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 5/31/12	TOTAL INTEREST	BALANCE 6/30/12	BALANCE 5/31/12	TOTAL INTEREST	BALANCE 6/30/12	BALANCE 5/31/12	TOTAL INTEREST	BALANCE 6/30/12	TOTAL BALANCE IN ACCOUNT 6/30/12	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADR FUND	179,792.63	20.61	179,813.24										20.61	179,813.24
CHILD SAFETY	65,587.72	7.50	65,588.25										7.50	65,588.25
CRTHSE SEC	77,702.87	8.94	77,702.87										8.94	77,702.87
CO RECORD ARC	707,263.91	81.06	707,344.97							1,000,000.00		9/12/12	81.06	1,707,344.97
COUNTY RNP	848,107.85	97.21	848,205.06										97.21	848,205.06
CT RPTR SVC	686,370.34	78.70	686,449.04							35,400,934.33		7/24/12	78.70	686,449.04
GENERAL FUND	38,175.41	4.38	38,186.76	37,868,075.47	3,974.05	17,894,092.58							3,978.43	53,333,213.67
JUSTICE CRT TECH	526,242.90	60.37	526,303.27										60.37	526,303.27
LIBRARY FUND	575,185.61	65.95	575,251.56										65.95	575,251.56
KARST	1,183,926.70	135.71	1,184,062.41										135.71	1,184,062.41
RMP	777,680.03	89.16	777,769.19										89.16	777,769.19
TCEQ AIR CHECK GRANT	939,628.43	106.62	927,404.16										106.62	927,404.16
TOBACCO FUNDS	8,411.60	0.99	8,412.59	1,320,702.80	180.60	1,320,883.40				2,493,102.50		11/8/12	181.59	3,822,398.49
GEN FUND TOTAL	6,614,067.06	757.20	6,602,493.37	39,188,778.27	4,154.85	19,214,975.98	0.00	0.00	0.00	38,894,036.83			4,911.85	64,711,506.18
CO'S & BOND														
2007 PARK BONDS				2,695,915.22	368.62	2,696,283.84							368.62	2,696,283.84
2007 ROAD BONDS	3,886,348.69	445.73	3,886,794.42	38,279,635.79	5,069.91	38,474,004.03				73,553,084.68		7/8/12	5,514.64	113,915,883.13
C O SERIES 2006				16,518,565.51	2,156.27	14,729,775.31							2,156.27	14,729,775.31
GF BOND 01	2,048.95	0.30	2,048.25	1,764,629.12	238.79	1,739,716.83	155,816.23	17.66	155,833.89				266.75	1,897,599.97
PASSTHROUGH							677,453.14	235.52	2,977,688.66				235.52	2,977,688.66
TOLL REIMB				59,248,745.64	7,832.59	55,639,780.01	833,269.37	253.18	3,133,522.55	73,553,084.68	0.00		8,531.80	136,217,230.91
CO'S & BONDS TOTAL	3,890,397.64	446.03	3,890,843.67											
2008 TAN	97,382.01	11.15	97,393.16	4,545,158.94	489.07	3,123,546.01							500.22	3,220,939.17
COUNTY BENEFITS				1,146,753.37	194.71	1,340,519.68							194.71	1,340,519.68
DEBT SERVICE	485,119.88	55.63	485,175.51	15,834,247.93	2,253.89	16,836,501.82				10,486,500.00		7/28/12	2,309.52	27,808,177.33
ROAD AND BRIDGE	24,468.88	2.81	24,471.69	5,871,240.00	1,028.37	7,872,288.37				8,459,530.83		10/23/12	1,031.18	16,356,270.89
SE ROAD DIST	17,847.37	2.07	17,849.44										2.07	17,849.44
SW ROAD DIST	879,874.48	100.84	879,975.32										100.84	879,975.32
NE RR ROAD DIST	463,657.45	53.17	463,710.62										53.17	463,710.62
FUTURE ENVRN LIAB				50,059.72	6.82	50,066.54				300,000.00		4/17/15	6.82	350,066.54
TOTALS	12,472,814.77	1,428.90	12,461,912.78	128,884,983.87	15,980.10	104,077,658.41	833,269.37	253.18	3,133,522.55	131,693,152.34	0.00		17,589.01	251,366,246.08

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; JUNE 2012 INTEREST RATE 0.43%

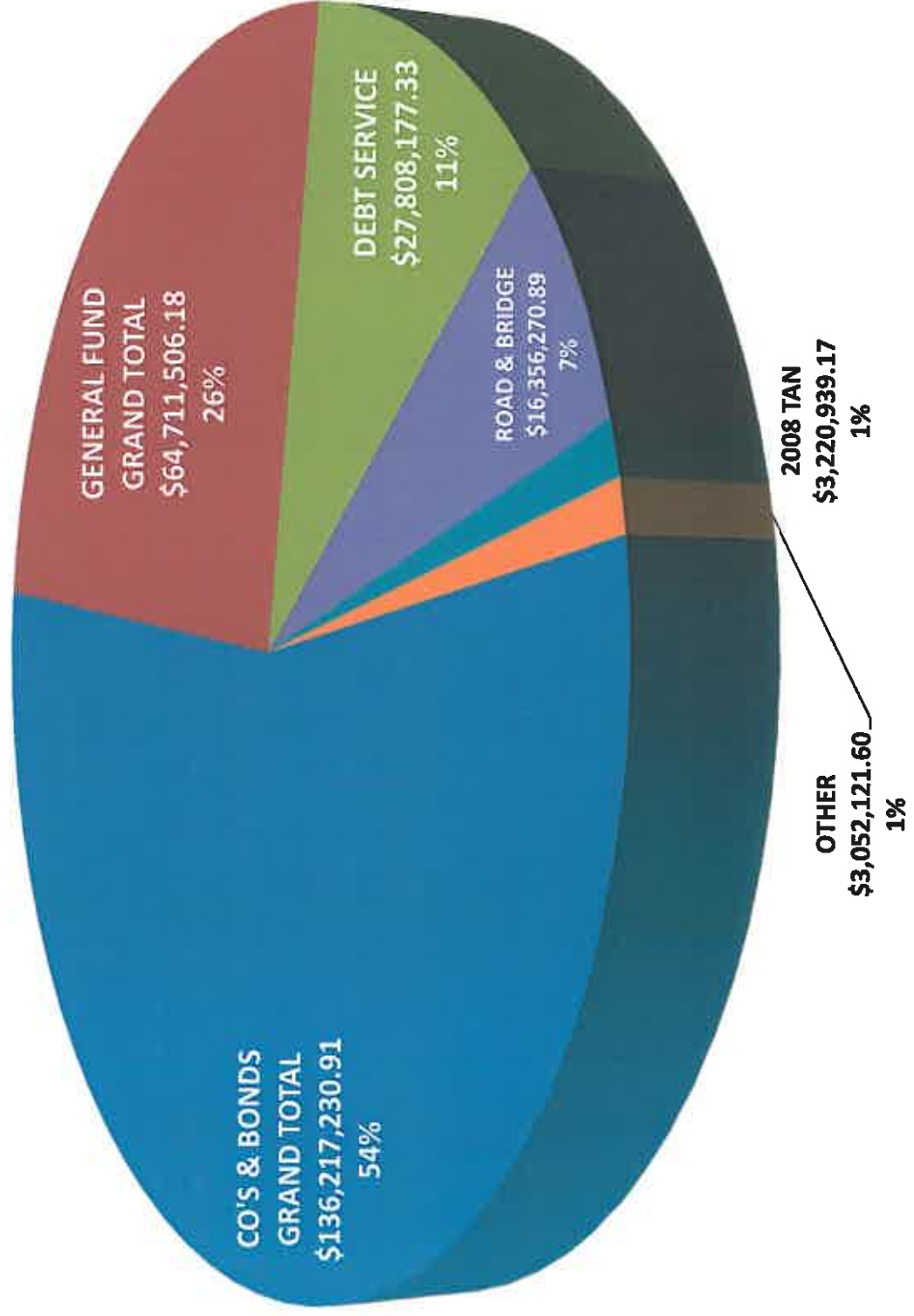
Vivian L. Wood *July 17, 2012*
Vivian L. Wood DATE

Williamson County Treasurer

**FY 2012 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF JUNE 30, 2012**



**FY 2012 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF JUNE 30, 2012**



*The "OTHER" category is made of the County Benefits, SE Road District, SW Road District, NE RR Road District and Future Environmental Liab.

JUNE 2012 NON-COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.166% -- TEXPOOL 0.140% -- TEXSTAR 0.138%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 5/31/2012	TOTAL INTEREST	BALANCE 6/30/2012	BALANCE 5/31/2012	TOTAL INTEREST	BALANCE 6/30/2012		
AVERY RANCH ROADS	1,819,582.56	208.86	1,821,007.98				208.86	1,821,007.98
CITIES HEALTH DIST	76,468.14	8.75	76,476.89	1,522,497.40	208.18	1,522,705.58	216.93	1,599,182.47
CO DISTRICT CLERK	853,378.94	97.54	850,761.30				97.54	850,761.30
COUNTY CLERK	685,943.77	77.43	686,021.20				77.43	686,021.20
CSCD	805,969.48	144.78	1,506,114.26				144.78	1,506,114.26
DA DRUG FUND	122,711.73	14.06	122,725.79				14.06	122,725.79
DISTRICT ATTORNEY	324,496.59	35.93	294,603.28				35.93	294,603.28
MEDICAID	253,732.59	71.25	678,803.84				71.25	678,803.84
SHERIFF'S DRUG FUND	354,073.61	40.59	354,114.20				40.59	354,114.20
SHERIFF COMMISSARY	504,767.17	57.88	504,825.05	9.70	0.00	9.70	57.88	504,825.05
WC SCHOOL FUND								9.70
TOTALS	5,801,124.58	757.07	6,895,453.79	1,522,507.10	208.18	1,522,715.28	965.25	8,418,169.07

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; JUNE 2012 INTEREST RATE 0.43%

Vivian L. Wood

Vivian L. Wood
Williamson County Treasurer

July 17, 2012
DATE

JULY 2012 COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.160% -- TEXPOOL 0.132% -- TEXSTAR 0.136%

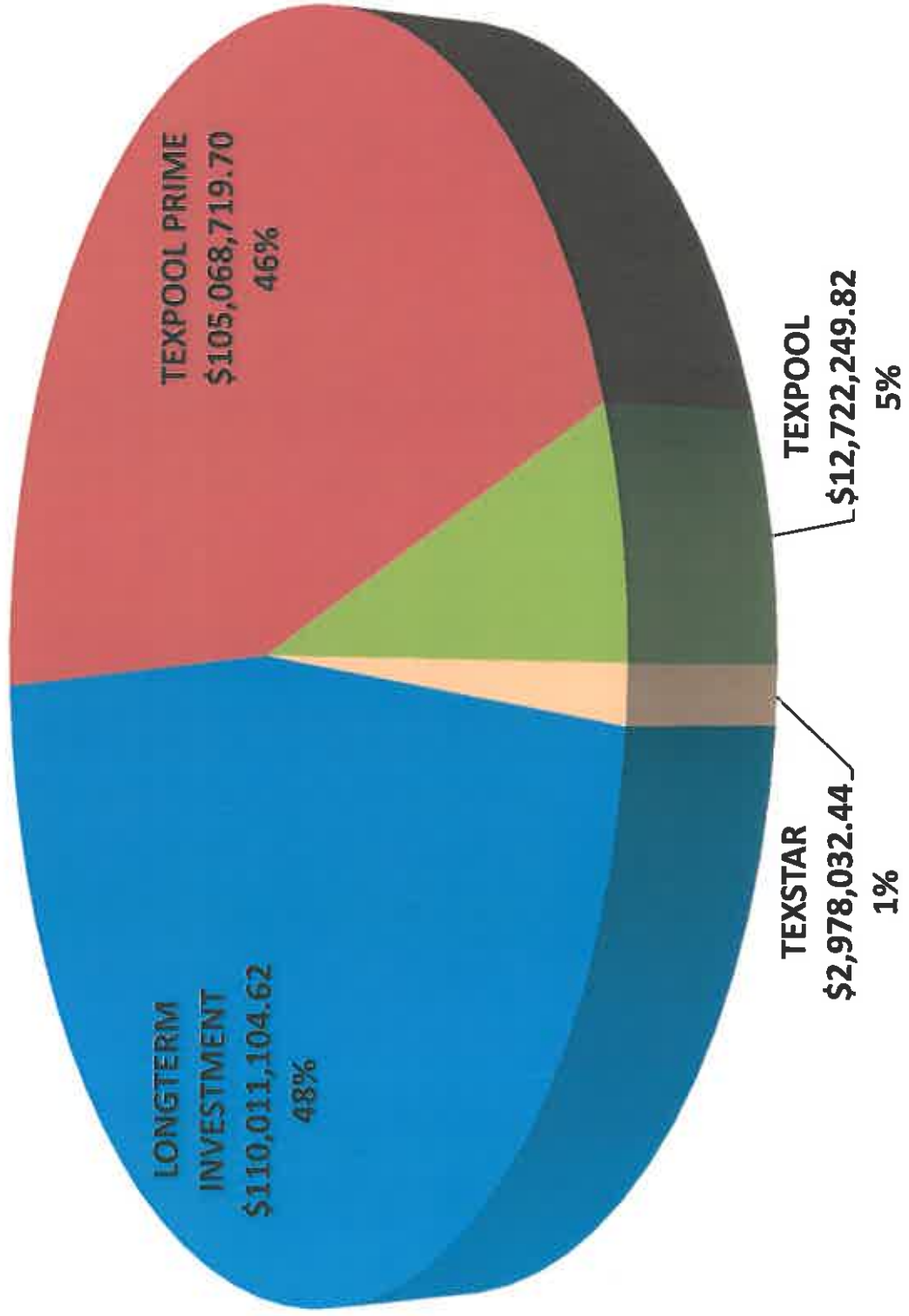
ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 6/30/12	TOTAL INTEREST	BALANCE 7/31/12	BALANCE 6/30/12	TOTAL INTEREST	BALANCE 7/31/12	BALANCE 6/30/12	TOTAL INTEREST	BALANCE 7/31/12	TOTAL BALANCE IN ACCOUNT 7/31/12	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADR FUND	179,813.24	20.23	219,833.47										20.23	219,833.47
CHILD SAFETY	65,588.25	7.36	65,588.11										7.36	65,588.11
CRTHSE SEC	77,702.87	8.67	77,711.54										8.67	77,711.54
CO RECORD ARC	707,344.97	67.40	407,412.37							1,000,000.00		9/12/12	67.40	1,407,412.37
COUNTY RMP	848,205.06	94.85	848,299.91										94.85	848,299.91
CT RPTR SVC	686,449.04	76.77	686,525.81										76.77	686,525.81
GENERAL FUND	38,186.76	4.23	38,186.49	17,894,092.58	2,425.45	17,895,518.03				27,417,858.83	34,027.50	9/6/12	36,457.18	45,352,575.35
JUSTICE CRT TECH	526,303.27	59.06	586,362.33										59.06	586,362.33
LIBRARY FUND	575,251.56	64.26	555,315.82										64.26	555,315.82
KARST	1,184,062.41	134.26	1,684,196.67										134.26	1,684,196.67
RMP	777,769.19	86.97	777,856.16										86.97	777,856.16
TCEQ AIR CHECK GRANT	927,404.16	102.67	908,510.60										102.67	908,510.60
TOBACCO FUNDS	8,412.59	0.96	8,413.55										180.93	4,022,579.42
GEN FUND TOTAL	6,602,493.37	727.69	6,864,224.83	19,214,975.98	2,605.42	19,417,581.40	0.00	0.00	0.00	30,910,961.33	34,027.50	11/9/12	37,360.61	57,192,767.56
CO'S & BOND														
2007 PARK BONDS				2,695,283.84	362.42	2,649,255.34							362.42	2,649,255.34
2007 ROAD BONDS	3,888,794.42	434.78	3,889,229.20	36,474,004.03	5,083.34	40,564,017.06				62,854,112.46	108,012.50	8/31/12	113,530.62	107,307,358.72
C O SERIES 2008				14,729,775.31	1,992.19	13,905,149.88							1,992.19	13,905,149.88
GF BOND 01	2,049.25	0.01	0.00	1,739,716.83	9.63	0.00		0.57	0.00				10.21	
PASSTHROUGH														
TOLL REIMB														
CO'S & BONDS TOTAL	3,890,843.67	434.79	3,889,229.20	55,639,780.01	7,447.58	57,118,422.28	2,977,868.66	343.78	2,978,032.44	62,854,112.46	108,012.50		343.78	2,978,032.44
2008 TAN	97,383.16	10.89	97,404.05	3,123,546.01	422.93	3,118,968.94							433.82	3,216,372.99
COUNTY BENEFITS														
DEBT SERVICE	485,175.51	54.23	485,229.74	1,940,519.68	219.53	1,751,620.76							219.53	1,751,620.76
ROAD AND BRIDGE	24,471.69	2.74	24,474.43	16,836,501.82	2,301.85	17,238,803.67				7,486,500.00	45,431.61	2/8/13	47,767.69	25,210,533.41
SE ROAD DIST	17,849.44	2.01	17,851.45	7,872,268.37	980.93	6,373,249.30				8,459,530.83		10/23/12	983.67	14,857,254.56
SW ROAD DIST	879,975.32	98.35	880,073.67										2.01	17,851.45
WE RR ROAD DIST	463,710.62	51.83	463,762.45										98.35	880,073.67
FUTURE ENVRN LIAB													51.83	463,762.45
TOTALS	12,481,912.78	1,382.53	12,722,249.82	104,077,658.41	13,985.05	105,068,719.70	3,133,522.55	344.35	2,978,032.44	110,011,104.62	187,471.61	4/17/15	6.81	350,073.35
TOTALS														230,780,106.58

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; JULY 2012 INTEREST RATE 0.44%

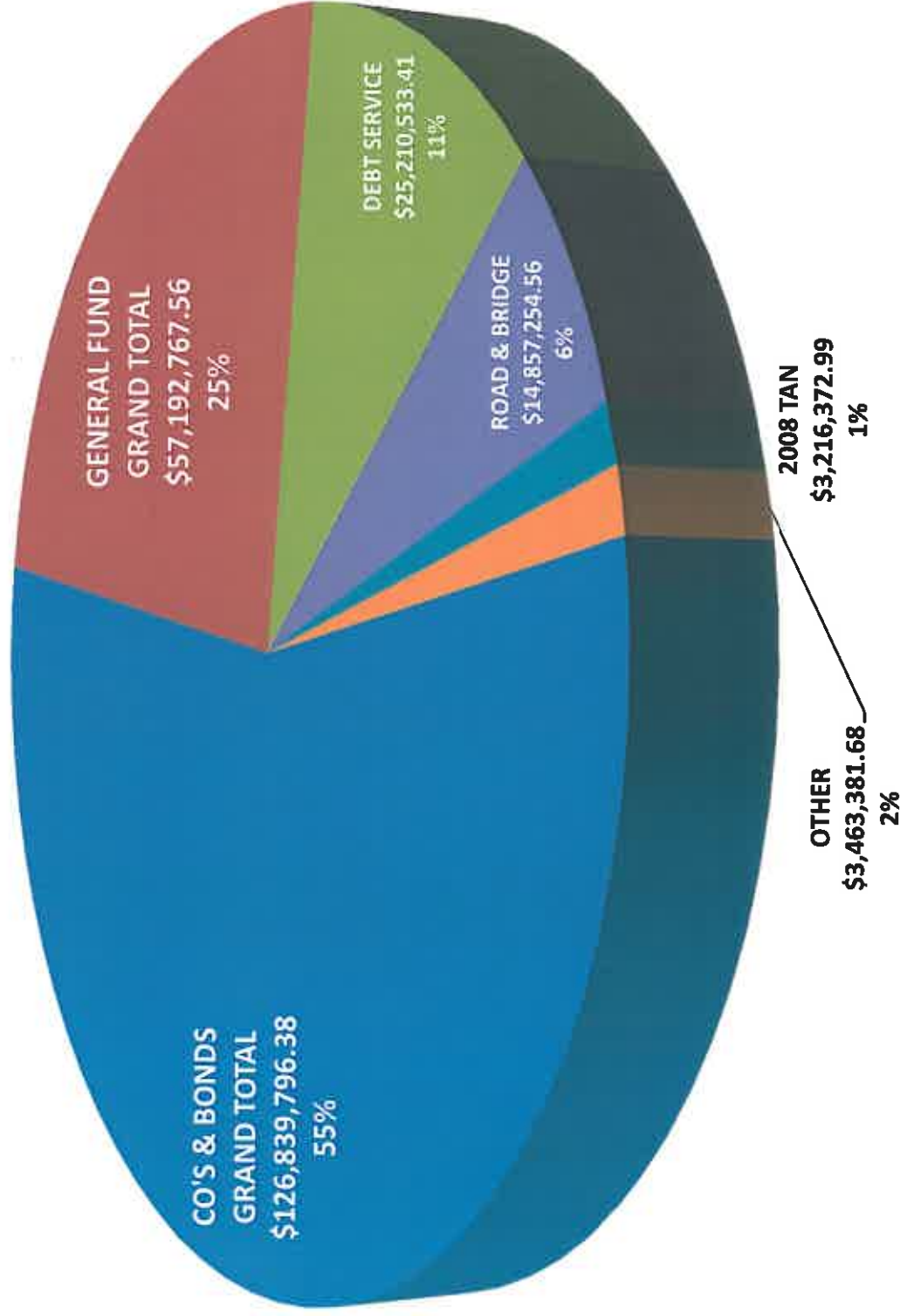
Vivian L. Wood 8-10-12 DATE

Vivian L. Wood
Williamson County Treasurer

**FY 2012 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF JULY 31, 2012**



FY 2012 COUNTY INVESTMENTS BY MAJOR FUND TOTAL **AS OF JULY 31, 2012**



*The "OTHER" category is made of the County Benefits, SE Road District, SW Road District, NE RR Road District and Future Environmental Liab.

JULY 2012 NON-COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.160% -- TEXPOOL 0.132% -- TEXSTAR 0.136%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 6/30/2012	TOTAL INTEREST	BALANCE 6/30/2012	TOTAL INTEREST		
AVERY RANCH ROADS	1,821,007.98	204.93	1,836,412.84		204.93	1,836,412.84
CITIES HEALTH DIST	76,476.89	8.59	76,485.48		214.96	1,599,397.43
CO DISTRICT CLERK	850,761.30	94.50	851,567.31		94.50	851,567.31
COUNTY CLERK	686,021.20	75.28	686,465.37		75.28	658,465.37
CSCD	1,506,114.26	162.23	1,306,276.49		162.23	1,306,276.49
DA DRUG FUND	122,725.79	13.73	122,739.52		13.73	122,739.52
DISTRICT ATTORNEY	294,603.28	32.15	295,485.15		32.15	295,485.15
MEDICAID	678,803.84	119.96	1,103,923.80		119.96	1,103,923.80
SHERIFF'S DRUG FUND	354,114.20	39.63	354,153.83		39.63	354,153.83
SHERIFF COMMISSARY	504,825.05	56.46	504,881.51		56.46	504,881.51
WC SCHOOL FUND				9.70	9.70	9.70
TOTALS	6,895,453.79	807.46	7,110,391.30	206.37	1,013.83	8,633,312.95

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; JULY 2012 INTEREST RATE 0.44%

Vivian L. Wood 8-10-12
Vivian L. Wood DATE
Williamson County Treasurer

AUGUST 2012 COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.159% -- TEXPOOL 0.131% -- TEXSTAR 0.133%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 7/31/12	TOTAL INTEREST	BALANCE 8/31/12	BALANCE 7/31/12	TOTAL INTEREST	BALANCE 8/31/12	BALANCE 7/31/12	TOTAL INTEREST	BALANCE 8/31/12	TOTAL BALANCE IN ACCOUNT 8/31/12	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADR FUND	219,833.47	24.50	219,857.97										24.50	219,857.97
CHILD SAFETY	65,588.11	7.27	65,588.02										7.27	65,588.02
CRTHSE SEC	77,711.54	8.69	77,720.23										8.69	77,720.23
CO RECORD ARC	407,412.37	45.50	407,457.87							1,000,000.00		8/12/12	45.50	1,407,457.87
COUNTY RMP	848,299.91	92.46	848,392.37										92.46	848,392.37
CT RPTR SVC	686,525.81	76.58	686,602.39										76.58	686,602.39
GENERAL FUND	38,198.49	4.25	38,210.10	17,896,518.03	1,756.02	5,898,274.05				27,417,858.83		9/5/12	1,760.27	33,354,342.98
JUSTICE CRT TECH	586,362.33	65.43	586,427.76										65.43	586,427.76
LIBRARY FUND	555,315.82	61.91	555,377.73										61.91	555,377.73
KARST	1,694,196.67	187.86	1,694,384.53										187.86	1,694,384.53
RMP	777,856.16	86.78	777,942.94										86.78	777,942.94
TCEQ AIR CHECK GRANT	908,510.60	101.93	908,612.53										101.93	908,612.53
TOBACCO FUNDS	8,413.55	0.93	8,414.48	1,521,063.37	205.80	1,521,269.17				2,493,102.50		1/18/12	205.73	4,022,786.15
GEN FUND TOTAL	6,864,224.83	764.09	6,864,988.71	19,417,581.40	1,961.82	7,419,543.22	0.00	0.00	0.00	30,910,981.33			2,726.91	44,995,407.26
CO'S & BOND														
2007 PARK BONDS				2,649,255.34	358.05	2,646,037.93							358.05	2,646,037.93
2007 ROAD BONDS	3,889,229.20	433.86	3,889,663.06	40,564,017.06	5,256.14	37,229,091.48				62,855,185.79	13,898.33	10/16/12	19,588.33	103,973,940.33
C O SERIES 2006				13,905,149.88	1,859.55	13,129,989.57							1,859.55	13,129,989.57
GF BOND 01	0.00													
PASSTHROUGH														
TOLL REIMB														
CO'S & BONDS TOTAL	3,889,229.20	433.86	3,889,663.06	57,118,422.28	7,473.74	53,005,118.98	2,978,032.44	357.61	4,978,390.05	62,855,185.79	13,898.33		22,163.54	124,728,357.88
2008 TAN	97,404.05	10.85	97,414.90	3,118,968.94	421.15	3,098,107.09							432.00	3,195,521.99
COUNTY BENEFITS														
DEBT SERVICE	485,229.74	54.10	485,283.84	1,751,620.76	285.27	1,771,649.24							285.27	1,771,649.24
ROAD AND BRIDGE	24,474.43	2.71	24,477.14	17,238,803.67	1,081.03	1,118,812.18				7,486,500.00		2/28/13	1,135.13	9,080,596.02
SE ROAD DIST	17,851.45	2.03	17,853.48	6,373,249.30	842.54	4,874,091.84				8,459,530.83		10/23/12	845.25	13,358,099.81
SW ROAD DIST	880,073.67	98.19	880,171.86										2.03	17,853.48
WE RR ROAD DIST	463,762.45	51.72	463,814.17										98.19	880,171.86
FUTURE ENVRN LIAB													51.72	463,814.17
TOTALS	12,722,249.82	1,417.55	12,523,581.16	105,068,719.70	12,072.33	71,337,402.68	2,978,032.44	357.61	4,978,390.05	110,012,177.95	13,898.33		27,694.10	198,851,551.84

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; AUGUST 2012 INTEREST RATE 0.43%

9-13-12

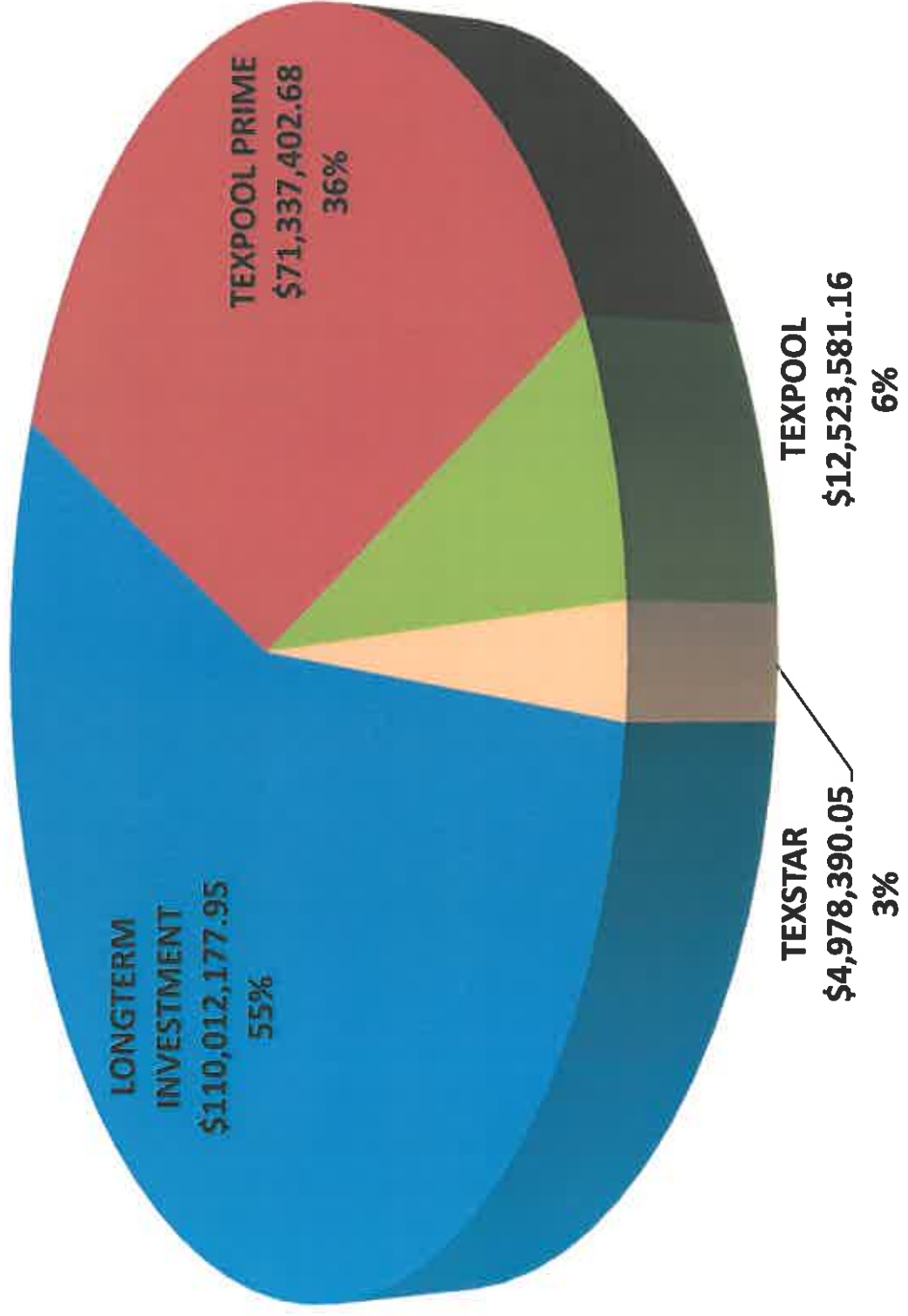
DATE

Vivian L. Wood

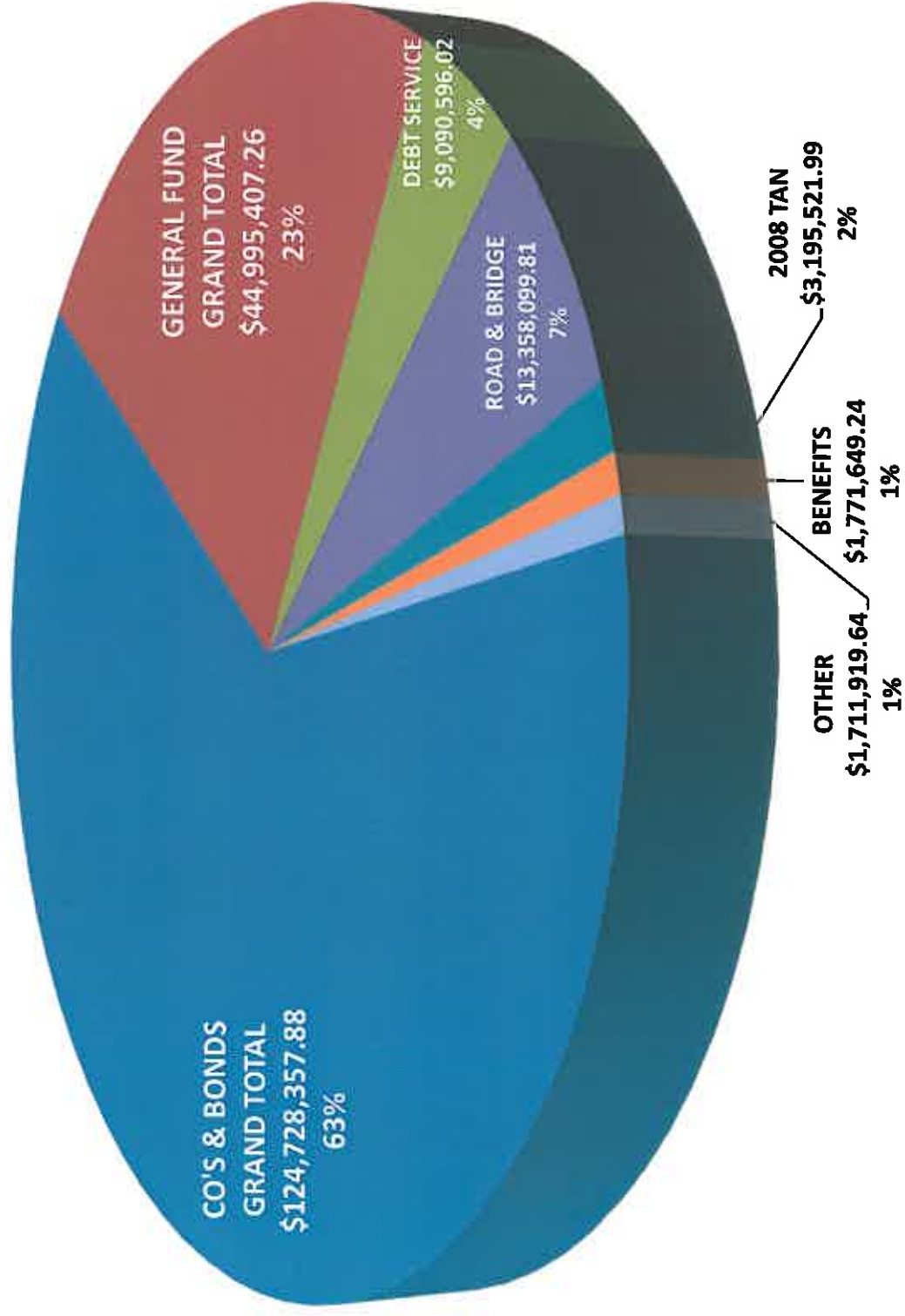
Vivian L. Wood

Williamson County Treasurer

**FY 2012 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF AUGUST 31, 2012**



FY 2012 COUNTY INVESTMENTS BY MAJOR FUND TOTAL **AS OF AUGUST 31, 2012**



*The "OTHER" category is made of the SE Road District, SW Road District, NE RR Road District and Future Environmental Liab. Percentage may exceed 100% due to rounding.

AUGUST 2012 NON-COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.159% - TEXPOOL 0.131% - TEXSTAR 0.133%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TOTAL INTEREST ONLY	GRAND TOTAL (Including Interest)
	BALANCE 7/31/2012	TOTAL INTEREST	BALANCE 7/31/2012	TOTAL INTEREST		
AVERY RANCH ROADS	1,836,412.84	136.96	767,752.90		136.96	767,752.90
CITIES HEALTH DIST	76,485.48	8.54	76,494.02		214.60	1,599,612.03
CO DISTRICT CLERK	851,567.31	94.24	852,005.12		94.24	852,005.12
COUNTY CLERK	658,465.37	72.12	656,958.65		72.12	656,958.65
CSCD	1,306,276.49	138.53	1,106,415.02		138.53	1,106,415.02
DA DRUG FUND	122,739.52	13.67	122,753.19		13.67	122,753.19
DISTRICT ATTORNEY	285,485.15	34.91	280,916.55		34.91	280,916.55
MEDICAID	1,103,923.80	161.15	1,529,084.95		161.15	1,529,084.95
SHERIFF'S DRUG FUND	354,153.83	39.50	354,193.33		39.50	354,193.33
SHERIFF COMMISSARY	504,881.51	56.33	504,937.84		56.33	504,937.84
WC SCHOOL FUND				9.70	9.70	9.70
TOTALS	7,110,391.30	755.95	6,251,511.57	206.06	962.01	7,774,639.28

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; AUGUST 2012 INTEREST RATE 0.43%

Vivian L. Wood

Vivian L. Wood

Williamson County Treasurer

9-13-12

DATE

**SEPTEMBER 2012 COUNTY INVESTMENT
FY 2012
INTEREST RATE: TEXPOOL PRIME 0.182% -- TEXPOOL 0.157% -- TEXSTAR 0.157%**

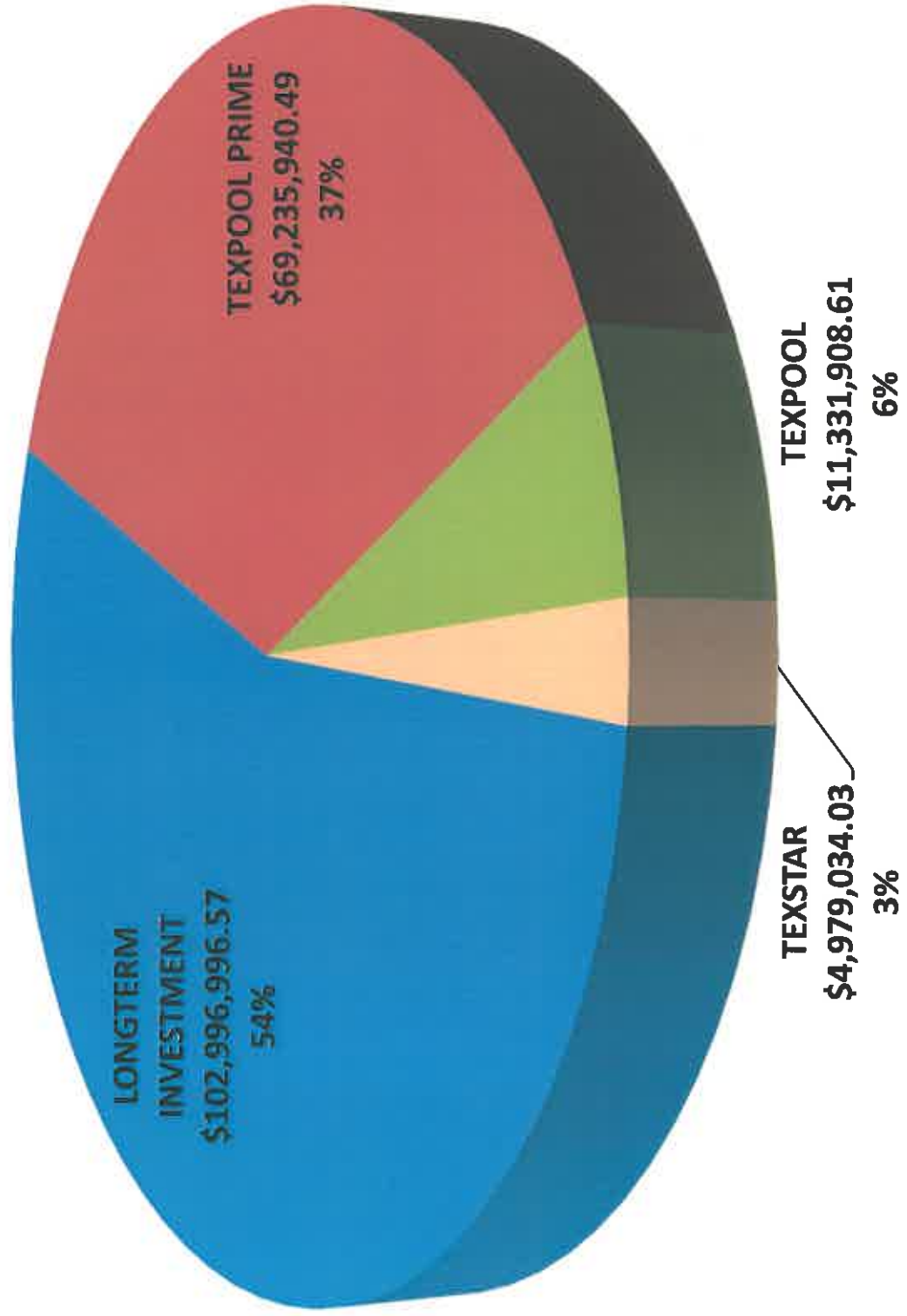
ACCOUNT NAME	TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 8/31/12	TOTAL INTEREST	BALANCE 9/30/12	BALANCE 8/31/12	TOTAL INTEREST	BALANCE 9/30/12	TOTAL BALANCE IN ACCOUNT 9/30/12	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND											
ADR FUND	219,867.97	28.36	219,866.33							28.36	219,886.33
CHILD SAFETY	65,588.02	8.47	65,589.22							8.47	65,589.22
CRITSE SEC	77,720.23	10.08	77,730.31							10.08	77,730.31
CO RECORD ARC	407,457.87	52.64	407,510.51				1,000,000.00	3,456.20	9/13/13	3,508.84	1,407,510.51
COUNTY RMP	648,392.37	83.75	648,476.12							83.75	648,476.12
CT RPTR SVC	686,602.39	88.71	686,691.10							88.71	686,691.10
GENERAL FUND	38,210.10	4.94	38,222.31	5,898,274.05	882.76	5,899,156.81	15,473,681.95	27,198.09	11/8/12	28,065.79	21,411,061.07
JUSTICE CRT TECH	586,427.76	75.75	586,503.51							75.75	586,503.51
LIBRARY FUND	555,377.73	71.71	555,449.44							71.71	555,449.44
KARST	1,684,384.53	217.62	1,684,602.15							217.62	1,684,602.15
RMP	777,942.94	100.47	778,043.41							100.47	778,043.41
TCEQ AIR CHECK GRANT	908,526.32	114.58	871,396.68							114.58	871,399.68
TOBACCO FUNDS	8,414.48	1.11	8,415.59	1,521,268.17	227.67	1,521,496.84	2,493,102.50		11/8/12	228.78	4,023,014.93
GEN FUND TOTAL	6,664,902.71	858.19	6,628,519.68	7,419,543.22	1,110.43	7,420,653.65	18,966,784.45	30,654.29		32,622.91	33,015,957.78
CO'S & BOND											
2007 PARK BONDS				2,646,037.93	395.95	2,645,587.45				395.95	2,645,587.45
2007 ROAD BONDS	3,889,663.06	367.22	2,734,119.18	37,229,091.46	5,494.97	35,775,352.45	67,784,181.29		10/16/12	5,862.19	106,293,652.92
C O SERIES 2006				13,129,989.57	1,959.88	13,051,810.52				1,959.88	13,051,810.52
GF BOND 01											
PASSTHROUGH											
TOLL REIMB											
CO'S & BONDS TOTAL	3,889,663.06	367.22	2,734,119.18	53,005,118.98	7,850.80	51,472,750.42		0.00		8,862.00	4,979,034.03
2008 TAN	97,414.50	12.59	97,427.49	3,098,107.09	462.38	3,081,863.47				474.97	3,179,310.96
COUNTY BENEFITS											
DEBT SERVICE	485,283.84	62.70	485,346.54	1,771,649.24	355.40	2,016,775.88				355.40	2,016,775.88
ROAD AND BRIDGE	24,477.14	3.18	24,480.32	1,118,812.18	167.46	1,118,979.64	7,486,500.00		2/8/13	230.16	9,090,826.18
SE ROAD DIST	17,853.48	2.26	17,855.74	4,874,091.84	717.93	4,074,809.77	8,459,530.83		10/23/12	721.11	12,558,820.92
SW ROAD DIST	880,171.86	113.71	880,285.57							2.26	17,855.74
WE RR ROAD DIST	463,814.17	59.92	463,874.09							113.71	880,285.57
FUTURE ENHANC LIAB										59.92	463,874.09
TOTALS	12,523,581.16	1,479.77	11,331,908.61	71,337,402.68	10,671.93	69,235,940.49	102,996,996.57	30,654.29		7.53	350,087.66
TOTALS				4,978,390.05	643.98	4,979,034.03	102,996,996.57	30,654.29		43,390.05	188,543,879.70

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; SEPTEMBER 2012 INTEREST RATE 0.45%

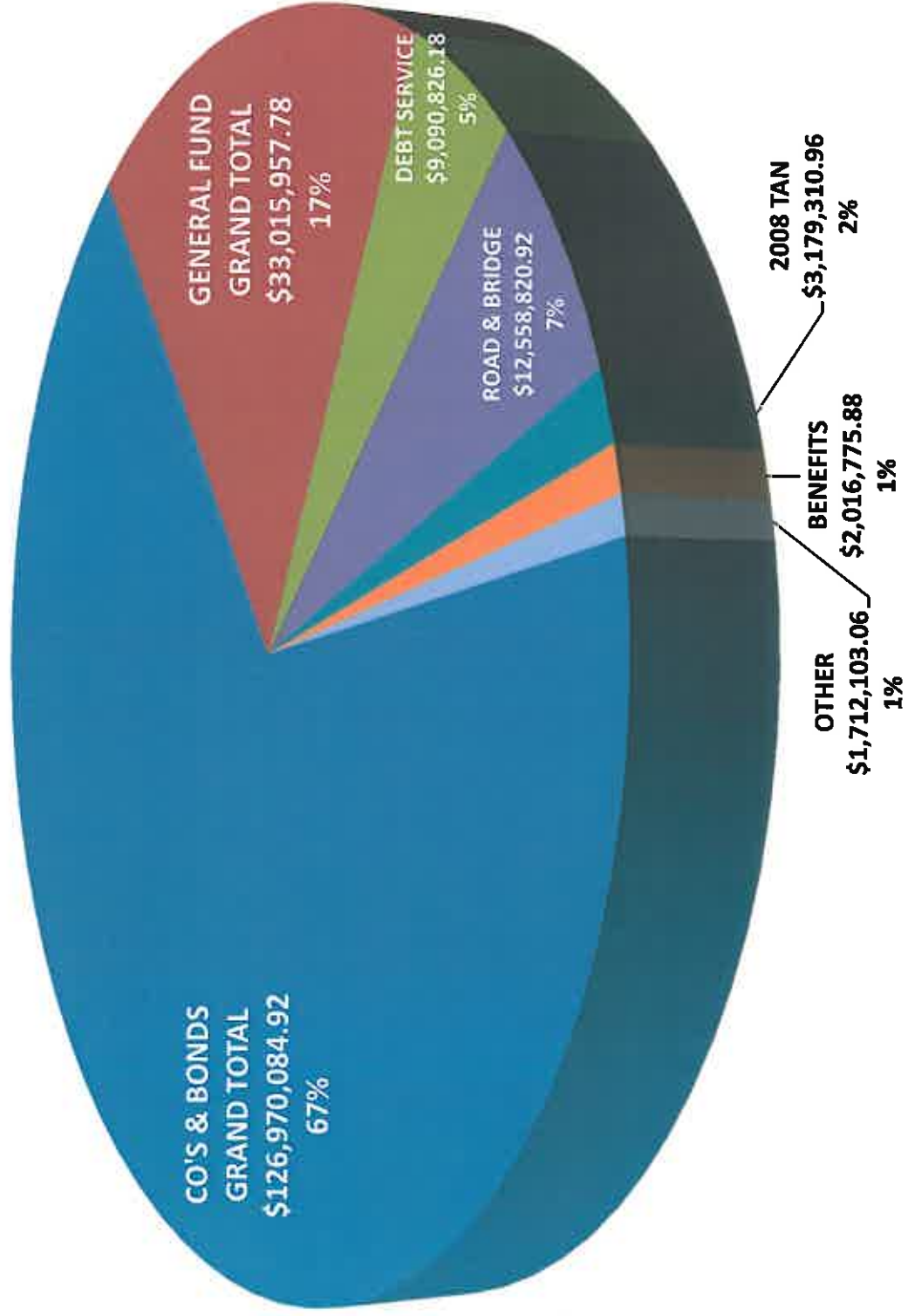
Vivian L. Wood 10-5-12
DATE

Vivian L. Wood
Williamson County Treasurer

**FY 2012 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF SEPTEMBER 30, 2012**



FY 2012 COUNTY INVESTMENTS BY MAJOR FUND TOTAL **AS OF SEPTEMBER 30, 2012**



*The "OTHER" category is made of the SE Road District, SW Road District, NE RR Road District and Future Environmental Liab. Percentage may exceed 100% due to rounding.

SEPTEMBER 2012 NON-COUNTY INVESTMENT

FY 2012

INTEREST RATE: TEXPOOL PRIME 0.182% -- TEXPOOL 0.157% -- TEXSTAR 0.157%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TOTAL INTEREST ONLY	GRAND TOTAL (including Interest)
	BALANCE 8/31/2012	TOTAL INTEREST	BALANCE 8/31/2012	TOTAL INTEREST		
AVERY RANCH ROADS	767,752.90	99.22	768,509.86		99.22	768,509.86
CITIES HEALTH DIST	76,494.02	9.86	76,503.88		237.83	1,599,849.86
CO DISTRICT CLERK	852,005.12	75.09	538,771.63		75.09	538,771.63
COUNTY CLERK	656,958.65	83.19	656,041.83		83.19	656,041.83
CSCD	1,106,415.02	88.44	606,503.46		88.44	606,503.46
DA DRUG FUND	122,753.19	15.85	122,769.04		15.85	122,769.04
DISTRICT ATTORNEY	280,916.55	36.17	280,952.72		36.17	280,952.72
MEDICAID	1,529,084.95	228.88	1,954,313.83		228.88	1,954,313.83
SHERIFF'S DRUG FUND	354,193.33	45.77	354,239.10		45.77	354,239.10
SHERIFF COMMISSARY	504,937.84	65.23	505,003.07		65.23	505,003.07
WC SCHOOL FUND				9.70	9.70	9.70
TOTALS	6,251,511.57	747.70	5,863,608.42	227.97	975.67	7,386,964.10

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; SEPTEMBER 2012 INTEREST RATE 0.45%

 10-5-12
Vivian L. Wood
Williamson County Treasurer

DATE



Investment Portfolio Summary

Williamson County



For the Quarter Ended

June 30, 2012

Prepared by
FirstSouthwest Asset Management



Report Name

Certification Page
Executive Summary
Benchmark Comparison
Detail of Security Holdings
Change in Value
Earned Income
Investment Transactions
Amortization and Accretion
Projected Fixed Income Cash Flows

MARKET RECAP:

The economic data released in June has largely confirmed economists' fears that first quarter growth was fueled by unusually mild winter weather and would reverse itself at the expense of second quarter growth. One needs to look no further than the monthly employment report to see the trend. During the first quarter, non-farm payrolls grew by an average of 226k per month. In the second quarter, payroll growth has slowed to an average of just 75k per month, while the unemployment rate has climbed from April's 8.1% to 8.2% in June. Retail sales have declined for two months in a row with both April and May falling by 0.2%. Vehicle sales have decelerated sharply since hitting a post-recession high of 15 million annualized units in February, falling to just 13.7 million annual units in May. Consumer spending is likely being constrained by a lack of income as average hourly earnings rose by just 1.7% year-over-year in May, a new low for the current recovery cycle. Consumers are already stretched and with the prospect of higher taxes in the offing, it's no wonder they are cutting back.

Global conditions are not helping. Much of Europe is already in recession and growth in China has slowed sharply. Concerns about the implementation of a rescue package for its troubled banks helped to send yields on 10-year Spanish government bonds over 7%, and Italy isn't far behind. In contrast, yields on the relative safe harbor debt of the U.S. and Germany continue to fall. On June 1st, the yield on 10-year U.S. Treasuries fell to a record low of 1.44%. At the same time, the German 10-year bond reached 1.13% and the German two-year traded below zero for the first time ever. The Federal Reserve, mindful of the economy's precarious position, voted to extend their "Operation Twist" program through the end of 2012. With inflation well contained, the global economy slowing, payroll growth at a virtual standstill, and the fiscal cliff beginning to exert itself, additional easing measures are widely expected.

For the Quarter Ended

June 30, 2012

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

William L. Shood

Williamson County Treasurer



FirstSouthwest
A PlainsCapital Company

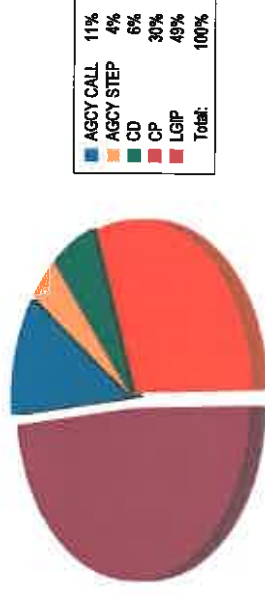
Williamson County
Executive Summary
As of 06/30/12

Account Summary

Beginning Values as of 03/31/12 Ending Values as of 06/30/12

Par Value	291,525,548.73	256,685,691.39
Market Value	291,462,655.73	256,606,762.99
Book Value	291,397,414.11	256,542,098.38
Unrealized Gain / Loss	65,241.62	64,664.61
Market Value %	99.98%	99.97%
Weighted Avg. YTW	0.308%	0.360%
Weighted Avg. YTM	0.325%	0.380%

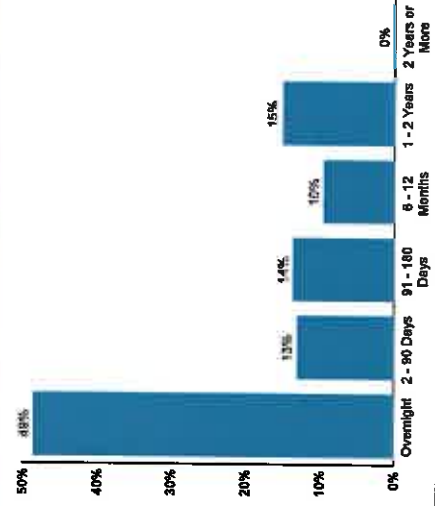
Allocation by Security Type



Allocation by Issuer

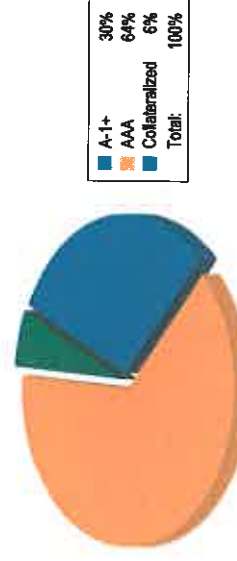


Maturity Distribution %



Weighted Average Days to Maturity: 115

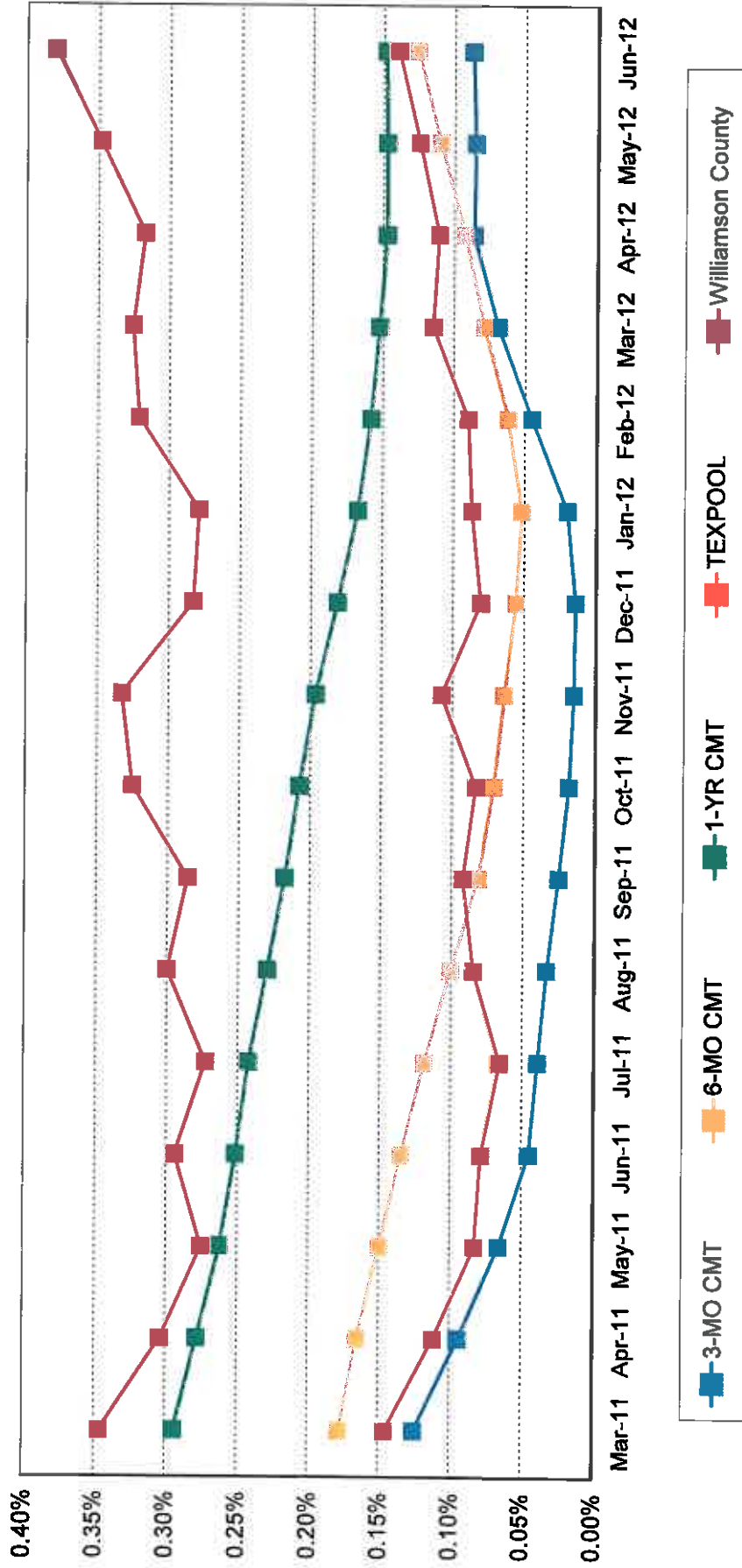
Credit Quality





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Williamson County
Benchmark Comparison
As of 06/30/2012



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H-15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.



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Williamson County
Detail of Security Holdings
As of 06/30/2012

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Days to Mty	Days to Call	YTM	YTW
07 Park Limited -06																
TEXPRIME		LGIP	TexPool Prime					2,696,283.84	100.000	2,696,283.84	2,696,283.84	100.000	2,696,283.84	1	0.166	0.166
Total for 07 Park Limited -06								2,696,283.84	100.000	2,696,283.84	2,696,283.84	100.000	2,696,283.84	1	0.166	0.166
2008 TAN-COMPASS																
TEXPOOL		LGIP	TexPool					97,393.16	100.000	97,393.16	97,393.16	100.000	97,393.16	1	0.139	0.139
TEXPRIME		LGIP	TexPool Prime					3,123,546.01	100.000	3,123,546.01	3,123,546.01	100.000	3,123,546.01	1	0.166	0.166
Total for 2008 TAN-COMPASS								3,220,939.17	100.000	3,220,939.17	3,220,939.17	100.000	3,220,939.17	1	0.165	0.165
CC Records Archive																
CD-2238	09/12/12	CD	Union St Bk CD	0.600	09/12/12			500,756.25	100.000	500,756.25	500,756.25	100.000	500,756.25	74	0.602	0.602
CD-5733	09/12/11	CD	Union St Bk CD	0.400	09/12/12			501,502.87	100.000	501,502.87	501,502.87	100.000	501,502.87	74	0.401	0.401
Total for CC Records Archive								1,002,259.12	100.000	1,002,259.12	1,002,259.12	100.000	1,002,259.12	74	0.502	0.502
Combination Tax & Revenue Series 2006 CO																
TEXPRIME		LGIP	TexPool Prime					14,729,775.31	100.000	14,729,775.31	14,729,775.31	100.000	14,729,775.31	1	0.166	0.166
Total for Combination Tax & Revenue Series 2006 CO								14,729,775.31	100.000	14,729,775.31	14,729,775.31	100.000	14,729,775.31	1	0.166	0.166
COs and Bonds																
TEXPOOL		LGIP	TexPool					2,049.25	100.000	2,049.25	2,049.25	100.000	2,049.25	1	0.139	0.139
TEXPRIME		LGIP	TexPool Prime					1,739,716.83	100.000	1,739,716.83	1,739,716.83	100.000	1,739,716.83	1	0.166	0.166
TEXSTAR		LGIP	TexSTAR					155,833.89	100.000	155,833.89	155,833.89	100.000	155,833.89	1	0.138	0.138
Total for COs and Bonds								1,897,599.97	100.000	1,897,599.97	1,897,599.97	100.000	1,897,599.97	1	0.164	0.164



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Williamson County
Detail of Security Holdings
As of 06/30/2012

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Data	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					1,340,519.68	100,000	1,340,519.68	1,340,519.68	100,000	1,340,519.68	1		0.166	0.166
Total for County Benefits Program									1,340,519.68	1,340,519.68	1,340,519.68	100,000	1,340,519.68	1		0.166	0.166
Debt Service Fund																	
TEXPOOL		LGIP	TexPool					485,175.51	100,000	485,175.51	485,175.51	100,000	485,175.51	1		0.139	0.139
TEXPRIME		LGIP	TexPool Prime					16,836,501.82	100,000	16,836,501.82	16,836,501.82	100,000	16,836,501.82	1		0.166	0.166
CD-8157	07/29/11	CD	Union St Bk CD	0.600	07/29/12			7,533,955.31	100,000	7,533,955.31	7,533,955.31	100,000	7,533,955.31	29		0.602	0.602
89239GP83	05/14/12	CP - DISC	Toyota Mtr Cr		02/08/13			3,000,000.00	99,550	2,986,500.00	2,986,900.00	99,765	2,992,938.00	223		0.603	0.603
Total for Debt Service Fund									27,855,632.64	27,842,132.64	27,844,532.64	99,975	27,848,570.64	32		0.330	0.330
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					50,066.54	100,000	50,066.54	50,066.54	100,000	50,066.54	1		0.166	0.166
31356GU8	04/17/12	AGCY CALL	FNMA	0.750	04/17/15	04/17/13	QRTLY	300,000.00	100,000	300,000.00	300,000.00	100,200	300,600.00	1,021	291	0.750	0.750
Total for Future Environmental Liability									350,066.54	350,066.54	350,066.54	100,171	350,666.54	875		0.667	0.667



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Williamson County
Detail of Security Holdings
As of 06/30/2012

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mtly Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mfity	Days to Call	YTM	YTW
General Fund																	
TEXPOOL		LGIP	TexPool					38,186.76	100.000	38,186.76	38,186.76	100.000	38,186.76	1		0.139	0.139
TEXPRIME		LGIP	TexPool Prime					17,894,092.58	100.000	17,894,092.58	17,894,092.58	100.000	17,894,092.58	1		0.166	0.166
8923GGQ3	10/28/11	CP - DISC	Toyota Mtr Cr		07/24/12			5,000,000.00	99.490	4,974,500.00	4,997,827.80	99.991	4,999,965.00	24		0.683	0.683
3024AQJ55	05/07/12	CP - DISC	FCAR Owner Trust		09/05/12			4,950,000.00	99.882	4,944,176.88	4,946,823.73	99.963	4,948,158.60	67		0.350	0.350
CD-6639	09/12/11	CD	Central Natl Bk CD	0.750	09/12/12			2,011,281.42	100.000	2,011,281.42	2,011,281.42	100.000	2,011,281.42	74		0.752	0.752
3024ADL94	02/16/12	CP - DISC	FCAR Owner Trust		11/09/12			5,000,000.00	99.540	4,977,008.33	4,988,719.45	99.897	4,994,865.00	132		0.623	0.623
3024AQQ81	06/12/12	CP - DISC	FCAR Owner Trust		03/08/13			5,000,000.00	99.559	4,977,956.94	4,979,513.90	99.616	4,980,825.00	251		0.593	0.593
CD-6815	03/21/12	CD-1AM	Central Natl Bk CD	0.600	03/21/13			500,000.00	100.000	500,000.00	500,000.00	100.000	500,000.00	284		0.600	0.600
31331KQK9	09/20/11	AGCY CALL	FFCB	0.570	07/05/13	07/05/12	CONT	3,000,000.00	100.167	3,005,010.00	3,000,070.38	100.000	3,000,000.00	370	5	0.476	0.358
3135GQFG3	01/19/12	AGCY CALL	FNMA	0.600	11/14/13	11/14/12	ONE TIME	5,000,000.00	100.266	5,013,300.00	5,005,999.95	100.080	5,004,000.00	502	137	0.453	0.275
313379MX4	06/19/12	AGCY CALL	FHLB	0.500	08/19/14	09/19/12	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.950	4,997,500.00	719	81	0.500	0.500
Total for General Fund									99.892	53,335,512.91	53,362,515.97	99.953	53,368,474.36	185		0.416	0.393
Northeast RR Road District																	
TEXPOOL		LGIP	TexPool					463,710.62	100.000	463,710.62	463,710.62	100.000	463,710.62	1		0.139	0.139
Total for Northeast RR Road District									100.000	463,710.62	463,710.62	100.000	463,710.62	1		0.139	0.139
Passthrough Toll Reimb																	
TEXSTAR		LGIP	TexSTAR					2,977,688.66	100.000	2,977,688.66	2,977,688.66	100.000	2,977,688.66	1		0.138	0.138
Total for Passthrough Toll Reimb									100.000	2,977,688.66	2,977,688.66	100.000	2,977,688.66	1		0.138	0.138
Pooled Funds																	
TEXPOOL		LGIP	TexPool					11,543,485.14	100.000	11,543,485.14	11,543,485.14	100.000	11,543,485.14	1		0.139	0.139
Total for Pooled Funds									100.000	11,543,485.14	11,543,485.14	100.000	11,543,485.14	1		0.139	0.139



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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					24,471.69	100.000	24,471.69	24,471.69	100.000	24,471.69	1		0.139	0.139
TEXPRIME		LGIP	TexPool Prime					7,872,268.37	100.000	7,872,268.37	7,872,268.37	100.000	7,872,268.37	1		0.166	0.166
3024A0KP9	01/27/12	CP - DISC	FCAR Owner Trust		10/23/12			5,000,000.00	99.513	4,975,625.00	4,989,708.35	99.923	4,996,165.00	115		0.653	0.653
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust		11/09/12			3,500,000.00	99.540	3,483,905.83	3,492,103.62	99.987	3,496,405.50	132		0.623	0.623
Total for Road and Bridge General																	
								16,396,740.06	99.753	16,356,270.89	16,378,552.03	99.955	16,393,310.56	64		0.412	0.412
Southeast Road District																	
TEXPOOL		LGIP	TexPool					17,849.44	100.000	17,849.44	17,849.44	100.000	17,849.44	1		0.139	0.139
Total for Southeast Road District																	
								17,849.44	100.000	17,849.44	17,849.44	100.000	17,849.44	1		0.139	0.139
Southwest Road District																	
TEXPOOL		LGIP	TexPool					879,975.32	100.000	879,975.32	879,975.32	100.000	879,975.32	1		0.139	0.139
Total for Southwest Road District																	
								879,975.32	100.000	879,975.32	879,975.32	100.000	879,975.32	1		0.139	0.139
Tobacco Funds																	
TEXPOOL		LGIP	TexPool					8,412.59	100.000	8,412.59	8,412.59	100.000	8,412.59	1		0.139	0.139
TEXPRIME		LGIP	TexPool Prime					1,320,883.40	100.000	1,320,883.40	1,320,883.40	100.000	1,320,883.40	1		0.166	0.166
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust		11/09/12			1,500,000.00	99.540	1,493,102.50	1,496,615.84	99.897	1,498,459.50	132		0.623	0.623
CD-8753	09/15/11	CD	Union St Bk CD	0.850	03/15/13			1,004,887.39	100.000	1,004,887.39	1,004,887.39	100.000	1,004,887.39	258		0.649	0.649
Total for Tobacco Funds																	
								3,634,183.38	99.820	3,627,285.88	3,630,799.22	99.960	3,632,642.88	120		0.471	0.471



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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Data	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Unlimited Tax Road Bonds - Series 2007																	
TEXPOOL		LGIP	TexPool					3,888,794.42	100.000	3,888,794.42	3,888,794.42	100.000	3,888,794.42	1		0.139	0.139
TEXPRIME		LGIP	TexPool Prime					36,474,004.03	100.000	36,474,004.03	36,474,004.03	100.000	36,474,004.03	1		0.166	0.166
89233GG34	10/07/11	CP - DISC	Toyota Mtr Cr		07/03/12			5,000,000.00	99.490	4,974,500.00	4,999,811.10	99.999	4,999,965.00	3		0.583	0.683
89233GGQ3	10/28/11	CP - DISC	Toyota Mtr Cr		07/24/12			5,000,000.00	99.490	4,974,500.00	4,997,827.80	99.991	4,999,585.00	24		0.583	0.683
3024A0HY6	12/06/11	CP - DISC	FCAR Owner Trust		08/31/12			3,000,000.00	99.537	2,986,101.67	2,986,848.32	99.966	2,998,968.00	62		0.623	0.623
3024A0KG9	01/20/12	CP - DISC	FCAR Owner Trust		10/16/12			10,000,000.00	99.513	9,951,250.00	9,980,680.60	99.928	9,992,800.00	108		0.653	0.653
36959HLE2	05/17/12	CP - DISC	GE Capital Corp		11/15/12			10,000,000.00	99.838	9,983,822.22	9,987,822.20	99.885	9,988,500.00	138		0.321	0.321
89233GNN2	04/27/12	CP - DISC	Toyota Mtr Cr		01/22/13			5,000,000.00	99.550	4,977,500.00	4,982,916.85	99.805	4,980,270.00	206		0.603	0.603
89233GP83	05/14/12	CP - DISC	Toyota Mtr Cr		02/08/13			7,000,000.00	99.550	6,968,500.00	6,974,100.00	99.765	6,983,522.00	223		0.603	0.603
CD-6442-1	03/18/12	CD-HAM	Central Natl Bk CD	0.750	03/18/13			3,022,623.29	100.000	3,022,623.29	3,022,623.29	100.000	3,022,623.29	261		0.750	0.750
31331KQK9	09/20/11	AGCY CALL	FFCB	0.570	07/05/13	07/05/12	CONT	5,000,000.00	100.167	5,008,350.00	5,000,117.30	100.000	5,000,000.00	370	5	0.476	0.358
3134G2SD6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	10,700,000.00	100.000	10,700,000.00	10,700,000.00	100.000	10,700,000.00	391	26	0.699	0.400
3135G0EU3	10/25/11	AGCY CALL	FNMA	0.625	10/25/13	10/25/12	QRTLY	10,000,000.00	100.000	10,000,000.00	10,000,000.00	100.080	10,008,000.00	482	117	0.625	0.625
Total for Unlimited Tax Road Bonds - Series 2007								114,085,421.74	99.846	113,909,945.63	114,005,545.71	99.966	114,047,011.74	149		0.444	0.411
Total for Williamson County								256,585,691.39	99.886	256,391,300.76	256,542,098.38	99.969	256,608,762.99	116		0.380	0.360



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07 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	2,787,198.84	368.62	(91,283.62)	0.00	0.00	2,696,283.84	2,787,198.84	2,696,283.84	(90,915.00)
Total for 07 Park Limited -06			2,787,198.84	368.62	(91,283.62)	0.00	0.00	2,696,283.84	2,787,198.84	2,696,283.84	(90,915.00)
2008 TAN-COMPASS											
TEXPOOL	LGIP	TexPool	97,382.84	30.32	0.00	0.00	0.00	97,393.16	97,382.84	97,393.16	30.32
TEXPRIME	LGIP	TexPool Prime	4,549,835.85	561.67	(1,426,851.51)	0.00	0.00	3,123,546.01	4,549,835.85	3,123,546.01	(1,426,289.84)
Total for 2008 TAN-COMPASS			4,647,198.69	591.99	(1,426,851.51)	0.00	0.00	3,220,939.17	4,647,198.69	3,220,939.17	(1,426,259.52)
2009 Parks Limited											
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2009 Parks Limited			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CC Records Archive											
CD-2238	CD	Union St BK CD 0.500 09/12/12	500,000.00	756.25	0.00	0.00	0.00	500,756.25	500,000.00	500,756.25	756.25
CD-5733	CD	Union St BK CD 0.400 09/12/12	500,997.76	505.11	0.00	0.00	0.00	501,502.87	500,997.76	501,502.87	505.11
Total for CC Records Archive			1,000,997.76	1,261.36	0.00	0.00	0.00	1,002,259.12	1,000,997.76	1,002,259.12	1,261.36
Combination Tax & Revenue Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	17,714,057.86	0.00	(2,984,282.55)	0.00	0.00	14,729,775.31	17,714,057.86	14,729,775.31	(2,984,282.55)
Total for Combination Tax & Revenue Series 2006 CO			17,714,057.86	0.00	(2,984,282.55)	0.00	0.00	14,729,775.31	17,714,057.86	14,729,775.31	(2,984,282.55)



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COs and Bonds											
TEXPOOL	LGIP	TexPool	2,048.40	0.85	0.00	0.00	0.00	2,048.25	2,048.40	2,049.25	0.85
TEXPRIME	LGIP	TexPool Prime	2,176,991.85	248.17	(437,523.19)	0.00	0.00	1,739,716.83	2,176,991.85	1,739,716.83	(437,275.02)
TEXSTAR	LGIP	TexSTAR	155,785.33	48.56	0.00	0.00	0.00	155,833.89	155,785.33	155,833.89	48.56
Total for COs and Bonds			2,334,825.58	297.58	(437,523.19)	0.00	0.00	1,897,599.97	2,334,825.58	1,897,599.97	(437,225.61)
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	935,652.71	470,150.50	(65,283.53)	0.00	0.00	1,340,519.68	935,652.71	1,340,519.68	404,866.97
Total for County Benefits Program			935,652.71	470,150.50	(65,283.53)	0.00	0.00	1,340,519.68	935,652.71	1,340,519.68	404,866.97
Debt Service Fund											
TEXPOOL	LGIP	TexPool	485,024.29	151.22	0.00	0.00	0.00	485,175.51	485,024.29	485,175.51	151.22
TEXPRIME	LGIP	TexPool Prime	10,816,919.16	9,003,979.22	(2,984,396.56)	0.00	0.00	16,836,501.82	10,816,919.16	16,836,501.82	6,019,582.66
CD-8157	CD	Union St BK CD 0.800 07/29/12	7,522,702.15	11,253.16	0.00	0.00	0.00	7,533,955.31	7,522,702.15	7,533,955.31	11,253.16
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	0.00	2,986,500.00	0.00	2,400.00	0.00	2,988,900.00	0.00	2,992,938.00	2,992,938.00
Total for Debt Service Fund			18,824,645.60	12,001,883.60	(2,984,396.56)	2,400.00	0.00	27,844,532.64	18,824,645.60	27,848,570.64	9,023,925.04
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	300,030.71	13.01	(249,977.18)	0.00	0.00	50,086.54	300,030.71	50,086.54	(249,984.17)
3135GJ0J8	AGCY CALL	FNMA 0.750 04/17/15	0.00	300,000.00	0.00	0.00	0.00	300,000.00	0.00	300,800.00	300,800.00
Total for Future Environmental Liability			300,030.71	300,013.01	(249,977.18)	0.00	0.00	350,086.54	300,030.71	350,886.54	50,855.83



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General Fund											
TEXPOOL	LGIP	TexPool	38,155.60	31.16	0.00	0.00	0.00	38,186.76	38,155.60	38,186.76	31.16
TEXPRIME	LGIP	TexPool Prime	58,057,773.98	0.00	(40,163,681.40)	0.00	0.00	17,894,092.58	58,057,773.98	17,894,092.58	(40,163,681.40)
3024A0E76	CP - DISC	FCAR Owner Trust 0.000 05/07/12	4,997,250.00	0.00	(5,000,000.00)	2,750.00	0.00	0.00	4,999,485.00	0.00	(4,999,485.00)
89233GGQ3	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	4,999,233.35	0.00	0.00	8,594.45	0.00	4,997,827.80	4,996,485.00	4,999,585.00	3,080.00
3024A0J55	CP - DISC	FCAR Owner Trust 0.000 09/05/12	0.00	4,944,176.88	0.00	2,646.85	0.00	4,946,823.73	0.00	4,948,158.60	4,948,158.60
CD-6639	CD	Central Natl Bk CD 0.750 09/12/12	2,007,486.44	3,794.98	0.00	0.00	0.00	2,011,281.42	2,007,486.44	2,011,281.42	3,794.98
3024A0J94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	4,980,883.35	0.00	0.00	7,836.10	0.00	4,988,719.45	4,986,135.00	4,994,865.00	8,730.00
3024A0Q81	CP - DISC	FCAR Owner Trust 0.000 03/08/13	0.00	4,977,956.94	0.00	1,556.96	0.00	4,979,513.90	0.00	4,980,825.00	4,980,825.00
CD-6815	CD-1AM	Central Natl Bk CD 0.600 03/21/13	500,000.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00	500,000.00	0.00
31331KQK9	AGCY CALL	FFCB 0.570 07/05/13	3,001,653.90	0.00	0.00	(1,583.52)	0.00	3,000,070.38	3,001,500.00	3,000,000.00	(1,500.00)
3135GDFG3	AGCY CALL	FNMA 0.600 11/14/13	5,010,057.05	0.00	0.00	(4,057.10)	0.00	5,005,999.95	5,004,000.00	5,004,000.00	0.00
313379MX4	AGCY CALL	FHLB 0.500 06/19/14	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	4,997,500.00	4,997,500.00
Total for General Fund			63,582,493.67	14,925,959.96	(45,163,681.40)	17,743.74	0.00	53,362,515.97	83,590,021.02	53,368,474.36	(30,221,546.66)
Northeast RR Road District											
TEXPOOL	LGIP	TexPool	463,566.07	144.55	0.00	0.00	0.00	463,710.62	463,566.07	463,710.62	144.55
Total for Northeast RR Road District			463,566.07	144.55	0.00	0.00	0.00	463,710.62	463,566.07	463,710.62	144.55
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	8,767.74	0.00	(8,767.74)	0.00	0.00	0.00	8,767.74	0.00	(8,767.74)
Total for Pass Toll Series 2009			8,767.74	0.00	(8,767.74)	0.00	0.00	0.00	8,767.74	0.00	(8,767.74)
Passthrough Toll Reimb											
LOGIC	LGIP	LOGIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXSTAR	LGIP	TexSTAR	677,318.81	2,300,369.85	0.00	0.00	0.00	2,977,688.66	677,318.81	2,977,688.66	2,300,369.85
Total for Passthrough Toll Reimb			677,318.81	2,300,369.85	0.00	0.00	0.00	2,977,688.66	677,318.81	2,977,688.66	2,300,369.85



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Pooled Funds											
TEXPOOL	LGIP	TexPool	8,923,073.78	2,620,411.36	0.00	0.00	0.00	11,543,485.14	8,923,073.78	11,543,485.14	2,620,411.36
Total for Pooled Funds			8,923,073.78	2,620,411.36	0.00	0.00	0.00	11,543,485.14	8,923,073.78	11,543,485.14	2,620,411.36
Road and Bridge General											
TEXPOOL	LGIP	TexPool	24,464.08	7.61	0.00	0.00	0.00	24,471.69	24,464.08	24,471.69	7.61
TEXPRIME	LGIP	TexPool Prime	7,369,581.61	1,001,877.50	(498,190.74)	0.00	0.00	7,872,268.37	7,369,581.61	7,872,268.37	502,686.76
36959HDR5	CP - DISC	GE Capital Corp 0.000 04/25/12	2,999,240.01	0.00	(3,000,000.00)	759.99	0.00	0.00	2,999,793.00	0.00	(2,999,793.00)
3024A0KP9	CP - DISC	FCAR Owner Trust 0.000 10/23/12	4,981,493.05	0.00	0.00	8,215.30	0.00	4,989,708.35	4,987,985.00	4,986,165.00	8,180.00
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	3,486,618.35	0.00	0.00	5,485.27	0.00	3,492,103.62	3,489,594.50	3,496,405.50	6,811.00
Total for Road and Bridge General			19,861,397.10	1,001,885.11	(3,499,190.74)	14,460.56	0.00	16,378,552.03	19,871,416.19	16,389,310.56	(2,482,107.53)
Southeast Road District											
TEXPOOL	LGIP	TexPool	17,843.81	5.63	0.00	0.00	0.00	17,849.44	17,843.81	17,849.44	5.63
Total for Southeast Road District			17,843.81	5.63	0.00	0.00	0.00	17,849.44	17,843.81	17,849.44	5.63
Southwest Road District											
TEXPOOL	LGIP	TexPool	879,701.08	274.24	0.00	0.00	0.00	879,975.32	879,701.08	879,975.32	274.24
Total for Southwest Road District			879,701.08	274.24	0.00	0.00	0.00	879,975.32	879,701.08	879,975.32	274.24
Tobacco Funds											
TEXPOOL	LGIP	TexPool	8,409.91	2.68	0.00	0.00	0.00	8,412.59	8,409.91	8,412.59	2.68
TEXPRIME	LGIP	TexPool Prime	1,320,389.07	494.33	0.00	0.00	0.00	1,320,883.40	1,320,389.07	1,320,883.40	494.33
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	1,494,265.01	0.00	0.00	2,350.83	0.00	1,496,615.84	1,495,540.50	1,498,459.50	2,919.00
CD-8753	CD	Union St Bk CD 0.850 03/15/13	1,003,243.72	1,643.67	0.00	0.00	0.00	1,004,887.39	1,003,243.72	1,004,887.39	1,643.67
Total for Tobacco Funds			3,826,307.71	2,140.68	0.00	2,350.83	0.00	3,830,799.22	3,827,583.20	3,832,642.88	5,059.68



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Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	5,382,378.31	936.91	(1,494,520.80)	0.00	0.00	3,888,794.42	5,382,378.31	3,888,794.42	(1,493,583.89)
TEXPRIME	LGIP	TexPool Prime	58,576,163.68	0.00	(22,102,159.65)	0.00	0.00	36,474,004.03	58,576,163.68	36,474,004.03	(22,102,159.65)
36959HDR5	CP - DISC	GE Capital Corp 0.000 04/25/12	4,999,733.35	0.00	(5,000,000.00)	1,286.65	0.00	0.00	4,999,655.00	0.00	(4,999,655.00)
89233GG34	CP - DISC	Toyota Mtr Cr 0.000 07/03/12	4,991,216.65	0.00	0.00	8,594.45	0.00	4,999,811.10	4,997,130.00	4,999,985.00	2,855.00
89233GG03	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	4,988,233.35	0.00	0.00	8,594.45	0.00	4,997,827.80	4,996,465.00	4,999,565.00	3,080.00
3024A0H1X6	CP - DISC	FCAR Owner Trust 0.000 08/31/12	2,992,146.66	0.00	0.00	4,701.66	0.00	2,998,848.32	2,995,539.00	2,998,968.00	3,429.00
3024A0K0G9	CP - DISC	FCAR Owner Trust 0.000 10/16/12	9,984,250.00	0.00	0.00	16,430.60	0.00	9,990,680.60	9,976,780.00	9,992,800.00	16,020.00
36959HLF2	CP - DISC	GE Capital Corp 0.000 11/15/12	0.00	9,983,822.22	0.00	3,999.98	0.00	9,987,822.20	0.00	9,988,500.00	9,988,500.00
89233GNN2	CP - DISC	Toyota Mtr Cr 0.000 01/22/13	0.00	4,977,500.00	0.00	5,416.65	0.00	4,982,916.65	0.00	4,990,270.00	4,990,270.00
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	0.00	6,968,500.00	0.00	5,600.00	0.00	6,974,100.00	0.00	6,983,522.00	6,983,522.00
CD-6442-1	CD-IAM	Central Natl Bk CD 0.750 03/18/13	3,022,623.29	0.00	0.00	0.00	0.00	3,022,623.29	3,022,623.29	3,022,623.29	0.00
31331K0K9	AGCY CALL	FFCB 0.570 07/05/13	5,002,756.50	0.00	0.00	(2,639.20)	0.00	5,000,117.30	5,002,500.00	5,000,000.00	(2,500.00)
3134G2S06	AGCY STEP	FHLMC 0.400 07/26/13	10,700,000.00	0.00	0.00	0.00	0.00	10,700,000.00	10,700,000.00	10,700,000.00	0.00
3134G2S86	AGCY CALL	FHLMC 0.500 10/18/13	4,992,834.80	0.00	(5,000,000.00)	7,165.20	0.00	0.00	5,000,500.00	0.00	(5,000,500.00)
3135G0E0U3	AGCY CALL	FNMA 0.625 10/25/13	10,000,000.00	0.00	0.00	0.00	0.00	10,000,000.00	10,000,000.00	10,000,000.00	(1,000.00)
Total for Unlimited Tax Road Bonds - Series 2007			125,612,336.59	21,930,759.13	(33,596,680.45)	59,130.44	0.00	114,005,545.71	125,658,754.28	114,047,011.74	(11,611,742.54)
Total for Williamson County			291,397,414.11	55,556,517.17	(90,507,918.47)	96,085.57	0.00	256,542,098.38	291,462,655.73	256,806,762.99	(34,855,892.74)

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
07 Park Limited -06									
TEXPRIME	LGIP	TexPool Prime	0.00	1,022.83	1,022.83	0.00	0.00	0.00	1,022.83
Total for 07 Park Limited -06			0.00	1,022.83	1,022.83	0.00	0.00	0.00	1,022.83
2008 TAN-COMPASS									
TEXPOOL	LGIP	TexPool	0.00	30.32	30.32	0.00	0.00	0.00	30.32
TEXPRIME	LGIP	TexPool Prime	0.00	1,569.21	1,569.21	0.00	0.00	0.00	1,569.21
Total for 2008 TAN-COMPASS			0.00	1,599.53	1,599.53	0.00	0.00	0.00	1,599.53
2009 Parks Limited									
Total for 2009 Parks Limited									
CC Records Archive			0.00	0.00	0.00	0.00	0.00	0.00	0.00
CD-2238	CD	Union St Bk CD 0.600 09/12/12	163.93	748.29	756.25	0.00	155.97	0.00	748.29
CD-5733	CD	Union St Bk CD 0.400 09/12/12	109.81	499.72	505.11	0.00	104.42	0.00	499.72
Total for CC Records Archive			273.74	1,248.01	1,261.36	0.00	260.39	0.00	1,248.01
Combination Tax & Revenue Series 2006 CO									
TEXPRIME	LGIP	TexPool Prime	0.00	6,194.29	6,194.29	0.00	0.00	0.00	6,194.29
Total for Combination Tax & Revenue Series 2006 CO			0.00	6,194.29	6,194.29	0.00	0.00	0.00	6,194.29
COs and Bonds									
TEXPOOL	LGIP	TexPool	0.00	0.85	0.85	0.00	0.00	0.00	0.85
TEXPRIME	LGIP	TexPool Prime	0.00	751.55	751.55	0.00	0.00	0.00	751.55
TEXSTAR	LGIP	TexSTAR	0.00	48.56	48.56	0.00	0.00	0.00	48.56
Total for COs and Bonds			0.00	800.96	800.96	0.00	0.00	0.00	800.96

CUSIP	Security Type	Security Description	Bag. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	603.54	603.54	0.00	0.00	0.00	603.54
Total for County Benefits Program			0.00	603.54	603.54	0.00	0.00	0.00	603.54
Debt Service Fund									
TEXPOOL	LGIP	TexPool	0.00	151.22	151.22	0.00	0.00	0.00	151.22
TEXPRIME	LGIP	TexPool Prime	0.00	6,082.66	6,082.66	0.00	0.00	0.00	6,082.66
CD-8157	CD	Union St BK CD 0.600 07/29/12	7,790.63	11,264.82	11,253.16	0.00	7,802.29	0.00	11,264.82
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	0.00	0.00	0.00	0.00	0.00	2,400.00	2,400.00
Total for Debt Service Fund			7,790.63	17,498.70	17,467.04	0.00	7,802.29	2,400.00	19,896.70
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	35.83	35.83	0.00	0.00	0.00	35.83
3135G0J08	AGCY CALL	FNMA 0.750 04/17/15	0.00	462.50	0.00	0.00	462.50	0.00	462.50
Total for Future Environmental Liability			0.00	498.33	35.83	0.00	462.50	0.00	498.33



FirstSouthwest
A PlainsCapital Company.

Williamson County

Earned Income

From 03/31/2012 to 06/30/2012

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prin Amort	Net Income
General Fund									
TEXPOOL	LGIP	TexPool	0.00	11.87	11.87	0.00	0.00	0.00	11.87
TEXPRIME	LGIP	TexPool Prime	0.00	14,275.54	14,275.54	0.00	0.00	0.00	14,275.54
3024A0E76	CP - DISC	FCAR Owner Trust 0.000 05/07/12	0.00	0.00	0.00	0.00	0.00	2,750.00	2,750.00
89233GGQ3	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	0.00	0.00	0.00	0.00	0.00	8,594.45	8,594.45
3024A0J55	CP - DISC	FCAR Owner Trust 0.000 09/05/12	0.00	0.00	0.00	0.00	0.00	2,646.85	2,646.85
CD-6839	CD	Central Natl Bk CD 0.750 09/12/12	824.59	3,755.22	3,794.98	0.00	785.23	0.00	3,755.22
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	0.00	0.00	0.00	0.00	0.00	7,836.10	7,836.10
3024A0Q81	CP - DISC	FCAR Owner Trust 0.000 03/08/13	0.00	0.00	0.00	0.00	0.00	1,556.96	1,556.96
CD-6815	CD-IAM	Central Natl Bk CD 0.600 03/21/13	90.16	745.91	0.00	0.00	836.07	0.00	745.91
31331KQK9	AGCY CALL	FFCB 0.570 07/05/13	4,085.00	4,275.00	0.00	0.00	8,360.00	(1,583.52)	2,681.48
3135GFG3	AGCY CALL	FINMA 0.600 11/14/13	11,416.57	7,500.00	15,000.00	0.00	3,916.67	(4,057.10)	3,442.90
313379MX4	AGCY CALL	FHLB 0.500 06/19/14	0.00	833.33	0.00	0.00	833.33	0.00	833.33
Total for General Fund			16,416.62	31,396.87	33,082.39	0.00	14,731.30	17,743.74	49,140.61
Northeast RR Road District									
TEXPOOL	LGIP	TexPool	0.00	144.55	144.55	0.00	0.00	0.00	144.55
Total for Northeast RR Road District			0.00	144.55	144.55	0.00	0.00	0.00	144.55
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	0.08	0.08	0.00	0.00	0.00	0.08
Total for Pass Toll Series 2009			0.00	0.08	0.08	0.00	0.00	0.00	0.08
Passthrough Toll Reimb									
TEXSTAR	LGIP	TexSTAR	0.00	369.85	369.85	0.00	0.00	0.00	369.85
Total for Passthrough Toll Reimb			0.00	369.85	369.85	0.00	0.00	0.00	369.85

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	3,318.04	3,318.04	0.00	0.00	0.00	3,318.04
Total for Pooled Funds			0.00	3,318.04	3,318.04	0.00	0.00	0.00	3,318.04
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	7.61	7.61	0.00	0.00	0.00	7.61
TEXPRIME	LGIP	TexPool Prime	0.00	2,686.76	2,686.76	0.00	0.00	0.00	2,686.76
36959HDR5	CP - DISC	GE Capital Corp 0.000 04/25/12	0.00	0.00	0.00	0.00	0.00	759.99	759.99
3024A0KP8	CP - DISC	FCAR Owner Trust 0.000 10/23/12	0.00	0.00	0.00	0.00	0.00	8,215.30	8,215.30
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	0.00	0.00	0.00	0.00	0.00	5,485.27	5,485.27
Total for Road and Bridge General			0.00	2,694.37	2,694.37	0.00	0.00	14,460.56	17,154.93
Southeast Road District									
TEXPOOL	LGIP	TexPool	0.00	5.63	5.63	0.00	0.00	0.00	5.63
Total for Southeast Road District			0.00	5.63	5.63	0.00	0.00	0.00	5.63
Southwest Road District									
TEXPOOL	LGIP	TexPool	0.00	274.24	274.24	0.00	0.00	0.00	274.24
Total for Southwest Road District			0.00	274.24	274.24	0.00	0.00	0.00	274.24
Tobacco Funds									
TEXPOOL	LGIP	TexPool	0.00	2.68	2.68	0.00	0.00	0.00	2.68
TEXPRIME	LGIP	TexPool Prime	0.00	494.33	494.33	0.00	0.00	0.00	494.33
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	0.00	0.00	0.00	0.00	0.00	2,350.83	2,350.83
CD-8753	CD	Union St BK CD 0.650 03/15/13	303.72	1,626.27	1,643.67	0.00	286.32	0.00	1,626.27
Total for Tobacco Funds			303.72	2,123.28	2,140.68	0.00	286.32	2,350.83	4,474.11



FirstSouthwest
A PlainsCapital Company.

Williamson County
Earned Income
From 03/31/2012 to 06/30/2012

CUSIP	Security Type	Security Description	Bag. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prain Amort	Net Income
Unlimited Tax Road Bonds - Series 2007									
TEXPOOL	LGIP	TexPool	0.00	1,422.51	1,422.51	0.00	0.00	0.00	1,422.51
TEXPRIME	LGIP	TexPool Prime	0.00	17,648.86	17,648.86	0.00	0.00	0.00	17,648.86
36859HDR5	CP - DISC	GE Capital Corp 0.000 04/25/12	0.00	0.00	0.00	0.00	0.00	1,266.65	1,266.65
89233GG34	CP - DISC	Toyota Mtr Cr 0.000 07/03/12	0.00	0.00	0.00	0.00	0.00	8,594.45	8,594.45
89233GGQ3	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	0.00	0.00	0.00	0.00	0.00	8,594.45	8,594.45
3024A0HX6	CP - DISC	FCAR Owner Trust 0.000 08/31/12	0.00	0.00	0.00	0.00	0.00	4,701.66	4,701.66
3024A0KG9	CP - DISC	FCAR Owner Trust 0.000 10/16/12	0.00	0.00	0.00	0.00	0.00	16,430.60	16,430.60
36859HLF2	CP - DISC	GE Capital Corp 0.000 11/15/12	0.00	0.00	0.00	0.00	0.00	3,999.98	3,999.98
89233GNN2	CP - DISC	Toyota Mtr Cr 0.000 01/22/13	0.00	0.00	0.00	0.00	0.00	5,416.65	5,416.65
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	0.00	0.00	0.00	0.00	0.00	5,600.00	5,600.00
CD-8442-1	CD-IAM	Central Nat'l Bk CD 0.750 03/18/13	991.02	5,636.45	0.00	0.00	6,627.47	0.00	5,636.45
31331KQK9	AGCY CALL	FFCB 0.570 07/05/13	6,808.33	7,125.00	0.00	0.00	13,933.33	(2,639.20)	4,485.80
3134G2S06	AGCY STEP	FHLMC 0.400 07/26/13	7,727.78	10,700.00	0.00	0.00	18,427.78	0.00	10,700.00
3134G2S86	AGCY CALL	FHLMC 0.500 10/18/13	11,319.44	1,180.56	12,500.00	0.00	0.00	7,165.20	8,345.76
3135G0EU3	AGCY CALL	FNMA 0.625 10/25/13	27,083.33	15,625.00	31,250.00	0.00	11,458.33	0.00	15,625.00
Total for Unlimited Tax Road Bonds - Series 2007			53,929.90	59,338.38	62,821.37	0.00	50,446.91	59,130.44	110,468.62
Total for Williamson County									
			78,714.81	129,131.48	133,856.58	0.00	73,989.71	96,085.57	225,217.05

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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CC Records Archive

Income Payments

06/11/12	06/12/12	CD-5733	CD	Union St Bk CD	0.400	09/12/12				0.00	505.11	505.11			
06/19/12	06/12/12	CD-2238	CD	Union St Bk CD	0.600	09/12/12				0.00	756.25	756.25			

Total for: Income Payments

										0.00	1,261.36	1,261.36			
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Capitalized Interest

06/11/12	06/11/12	CD-5733	CD	Union St Bk CD	0.400	09/12/12		505.11	100.000	505.11	0.00	505.11			
06/19/12	06/19/12	CD-2238	CD	Union St Bk CD	0.600	09/12/12		756.25	100.000	756.25	0.00	756.25			

Total for: Capitalized Interest

								1,261.36		1,261.36	0.00	1,261.36			
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Debt Service Fund

Purchases

05/11/12	05/14/12	892333P83	CP - DISC	Toyota Mtr Cr		02/08/13		3,000,000.00	99.550	2,986,500.00	0.00	2,986,500.00		0.603	0.603
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Total for: Purchases

								3,000,000.00		2,986,500.00	0.00	2,986,500.00		0.603	0.603
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Income Payments

04/28/12	04/29/12	CD-8157	CD	Union St Bk CD	0.600	07/29/12				0.00	11,253.16	11,253.16			
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Total for: Income Payments

										0.00	11,253.16	11,253.16			
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Capitalized Interest

04/28/12	04/28/12	CD-8157	CD	Union St Bk CD	0.600	07/29/12		11,253.16	100.000	11,253.16	0.00	11,253.16			
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Total for: Capitalized Interest

								11,253.16		11,253.16	0.00	11,253.16			
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FirstSouthwest
A PlainsCapital Company

Williamson County
Investment Transactions
From 04/01/2012 to 06/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Future Environmental Liability															
Purchases															
04/09/12	04/17/12	3135G0J08	AGCY CALL	FNMA	0.750	04/17/15	04/17/13	300,000.00	100.000	300,000.00	0.00	300,000.00		0.750	0.750
Total for: Purchases												300,000.00	0.00	0.750	0.750
General Fund															
Maturities															
05/07/12	05/07/12	3024A0E76	CP - DISC	FCAR Owner Trust		05/07/12		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.552	
Total for: Maturities												5,000,000.00	0.00	0.552	
Purchases															
05/07/12	05/07/12	3024A0J55	CP - DISC	FCAR Owner Trust		09/05/12		4,950,000.00	99.882	4,944,176.88	0.00	4,944,176.88		0.350	0.350
05/21/12	06/19/12	313379MX4	AGCY CALL	FHLB	0.500	06/19/14	09/19/12	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.500	0.500
06/12/12	06/12/12	3024A0Q81	CP - DISC	FCAR Owner Trust		03/08/13		5,000,000.00	99.559	4,977,956.94	0.00	4,977,956.94		0.593	0.593
Total for: Purchases												14,922,133.82	0.00	0.461	0.481
Income Payments															
05/14/12	05/14/12	3135G0FG3	AGCY CALL	FNMA	0.600	11/14/13				0.00	15,000.00	15,000.00			
06/12/12	06/12/12	CD-8639	CD	Central Natl Bk CD	0.750	09/12/12				0.00	3,794.98	3,794.98			
Total for: Income Payments												18,794.98	0.00		
Capitalized Interest															
06/12/12	06/12/12	CD-8639	CD	Central Natl Bk CD	0.750	09/12/12		3,794.98	100.000	3,794.98	0.00	3,794.98			
Total for: Capitalized Interest												3,794.98	0.00		



FirstSouthwest
A PlainsCapital Company.

Williamson County
Investment Transactions
From 04/01/2012 to 06/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Road and Bridge General															
Maturities															
04/25/12	04/25/12	36959HDR5	CP - DISC	GE Capital Corp		04/25/12		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.381	
Total for: Maturities															
Tobacco Funds															
Income Payments															
06/14/12	06/15/12	CD-8753	CD	Union St BK CD	0.650	03/15/13				0.00	1,643.67	1,643.67			
Total for: Income Payments															
Capitalized Interest															
06/14/12	06/14/12	CD-8753	CD	Union St BK CD	0.650	03/15/13		1,643.67	100.000	1,643.67	0.00	1,643.67			
Total for: Capitalized Interest															



FirstSouthwest
A PlainsCapital Company.

Williamson County
Investment Transactions
From 04/01/2012 to 06/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Unlimited Tax Road Bonds - Series 2007															
Calls															
04/18/12	04/18/12	3134G2S86	AGCY CALL	FHLMC	0.500	10/18/13	04/18/12	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.593	0.500
Total for: Calls															
								5,000,000.00		5,000,000.00	0.00	5,000,000.00	0.593	0.500	
Maturities															
04/25/12	04/25/12	36959HDR5	CP - DISC	GE Capital Corp		04/25/12		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.381	
Total for: Maturities															
								5,000,000.00		5,000,000.00	0.00	5,000,000.00	0.381		
Purchases															
04/24/12	04/27/12	89233GNN2	CP - DISC	Toyota Mtr Cr		01/22/13		5,000,000.00	99.550	4,977,500.00	0.00	4,977,500.00		0.603	0.603
05/11/12	05/14/12	89233GP83	CP - DISC	Toyota Mtr Cr		02/08/13		7,000,000.00	99.550	6,968,500.00	0.00	6,968,500.00		0.603	0.603
05/16/12	05/17/12	36959HLF2	CP - DISC	GE Capital Corp		11/15/12		10,000,000.00	99.838	9,983,822.22	0.00	9,983,822.22		0.321	0.321
Total for: Purchases															
								22,000,000.00		21,929,822.22	0.00	21,929,822.22	0.474	0.474	
Income Payments															
04/18/12	04/18/12	3134G2S86	AGCY CALL	FHLMC	0.500	10/18/13				0.00	12,500.00	12,500.00			
04/25/12	04/25/12	3135G0EU3	AGCY CALL	FNMA	0.625	10/25/13				0.00	31,250.00	31,250.00			
Total for: Income Payments															
										0.00	43,750.00	43,750.00			



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Williamson County
Investment Transactions
From 04/01/2012 to 06/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	5,000,000.00	5,000,000.00		0.593	0.500
Total Maturities	13,000,000.00	13,000,000.00		0.447	
Total Purchases	40,250,000.00	40,138,456.04		0.489	0.489
Total Income Payments	0.00	76,703.17			
Total Capitalized Interest	17,953.17	17,953.17			



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Williamson County
Amortization and Accretion
From 03/31/2012 to 06/30/2012

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
CC Records Archive											
CD-2238	03/12/12	CD	Union St Bk CD 0.600 09/12/12		500,756.25	100.000	500,756.25	0.00	0.00	0.00	500,756.25
CD-5733	09/12/11	CD	Union St Bk CD 0.400 09/12/12		501,502.87	100.000	501,502.87	0.00	0.00	0.00	501,502.87
Total for CC Records Archive					1,002,259.12		1,002,259.12	0.00	0.00	0.00	1,002,259.12
Debt Service Fund											
CD-8157	07/29/11	CD	Union St Bk CD 0.600 07/29/12		7,533,955.31	100.000	7,533,955.31	0.00	0.00	0.00	7,533,955.31
89233GP83	05/14/12	CP - DISC	Toyota Mtr Cr 0.000 02/08/13		3,000,000.00	98.550	2,986,500.00	2,400.00	2,400.00	11,100.00	2,988,900.00
Total for Debt Service Fund					10,533,955.31		10,520,455.31	2,400.00	2,400.00	11,100.00	10,522,855.31
Future Environmental Liability											
3135G0J08	04/17/12	AGCY CALL	FNMA 0.750 04/17/15	04/17/13	300,000.00	100.000	300,000.00	0.00	0.00	0.00	300,000.00
Total for Future Environmental Liability					300,000.00		300,000.00	0.00	0.00	0.00	300,000.00
General Fund											
3024A0E76	08/12/11	CP - DISC	FCAR Owner Trust 0.000 05/07/12		0.00	99.589	0.00	2,750.00	0.00	0.00	0.00
89233GQ03	10/28/11	CP - DISC	Toyota Mtr Cr 0.000 07/24/12		5,000,000.00	99.490	4,974,500.00	8,594.45	23,327.80	2,172.20	4,997,827.80
3024A0J65	05/07/12	CP - DISC	FCAR Owner Trust 0.000 08/05/12		4,950,000.00	99.882	4,944,176.88	2,646.85	2,646.85	3,176.27	4,946,823.73
CD-5639	09/12/11	CD	Central Natl Bk CD 0.750 09/12/12		2,011,281.42	100.000	2,011,281.42	0.00	0.00	0.00	2,011,281.42
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust 0.000 11/09/12		5,000,000.00	99.540	4,977,008.33	7,836.10	11,711.12	11,280.55	4,988,718.45
3024A0Q81	06/12/12	CP - DISC	FCAR Owner Trust 0.000 03/08/13		5,000,000.00	99.559	4,977,958.94	1,556.96	1,556.96	20,486.10	4,979,513.90
CD-5815	03/21/12	CD-IAM	Central Natl Bk CD 0.600 03/21/13		500,000.00	100.000	500,000.00	0.00	0.00	0.00	500,000.00
31331KQK9	09/20/11	AGCY CALL	FFCB 0.570 07/05/13	07/05/12	3,000,000.00	100.167	3,005,010.00	(1,583.52)	(4,939.62)	(70.38)	3,000,070.38
3135G0FG3	01/19/12	AGCY CALL	FNMA 0.600 11/14/13	11/14/12	5,000,000.00	100.266	5,013,300.00	(4,057.10)	(7,300.05)	(5,995.95)	5,005,995.95
313379MX4	06/19/12	AGCY CALL	FHLB 0.500 06/19/14	06/19/12	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total for General Fund					35,461,281.42		35,403,233.57	17,743.74	27,003.06	31,044.79	35,430,236.53

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amnt/Accr for Period	Total Amnt/Accr Since Purch	Remaining Disc / Prem	Book Value
Road and Bridge General											
36959HDR5	10/28/11	CP - DISC	GE Capital Corp 0.000 04/25/12		0.00	99.810	0.00	759.99	0.00	0.00	0.00
3024A0KP9	01/27/12	CP - DISC	FCAR Owner Trust 0.000 10/23/12		5,000,000.00	99.513	4,975,625.00	8,215.30	14,083.35	10,291.65	4,989,708.35
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust 0.000 11/09/12		3,500,000.00	99.540	3,483,905.83	5,485.27	8,197.79	7,896.38	3,492,103.62
Total for Road and Bridge General							8,459,530.83	14,460.56	22,281.14	18,188.03	8,481,811.97
Tobacco Funds											
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust 0.000 11/09/12		1,500,000.00	99.540	1,493,102.50	2,350.83	3,513.34	3,384.16	1,496,615.84
CD-8753	09/15/11	CD	Union St BK CD 0.850 03/15/13		1,004,887.39	100.000	1,004,887.39	0.00	0.00	0.00	1,004,887.39
Total for Tobacco Funds							2,497,990.89	2,350.83	3,513.34	3,384.16	2,501,503.23
Unlimited Tax Road Bonds - Series 2007											
36959HDR5	10/28/11	CP - DISC	GE Capital Corp 0.000 04/25/12		0.00	99.810	0.00	1,266.65	0.00	0.00	0.00
89233GG34	10/07/11	CP - DISC	Toyota Mtr Cr 0.000 07/03/12		5,000,000.00	99.490	4,974,500.00	8,594.45	25,311.10	188.90	4,999,811.10
89233GGQ3	10/28/11	CP - DISC	Toyota Mtr Cr 0.000 07/24/12		5,000,000.00	99.490	4,974,500.00	8,594.45	23,327.80	2,172.20	4,997,827.80
3024A0HX6	12/06/11	CP - DISC	FCAR Owner Trust 0.000 08/31/12		3,000,000.00	99.537	2,986,101.67	4,701.66	10,746.65	3,151.68	2,996,948.32
3024A0KG9	01/20/12	CP - DISC	FCAR Owner Trust 0.000 10/16/12		10,000,000.00	99.513	9,951,250.00	16,430.60	29,430.60	19,319.40	9,980,680.60
36959HLF2	05/17/12	CP - DISC	GE Capital Corp 0.000 11/15/12		10,000,000.00	99.838	9,983,822.22	3,999.98	3,999.98	12,177.80	9,987,822.20
89233GNN2	04/27/12	CP - DISC	Toyota Mtr Cr 0.000 07/22/13		5,000,000.00	99.550	4,977,500.00	5,416.65	5,416.65	17,083.35	4,982,916.65
89233GP83	05/14/12	CP - DISC	Toyota Mtr Cr 0.000 02/08/13		7,000,000.00	99.550	6,968,500.00	5,600.00	5,600.00	25,900.00	6,974,100.00
CD-6442-1	03/18/12	CD-IAM	Central Natl BK CD 0.750 03/18/13		3,022,623.29	100.000	3,022,623.29	0.00	0.00	0.00	3,022,623.29
31331KOK9	09/20/11	AGCY CALL	FFCB 0.570 07/05/13	07/05/12	5,000,000.00	100.167	5,008,350.00	(2,639.20)	(8,232.70)	(117.30)	5,000,117.30
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	10,700,000.00	100.000	10,700,000.00	0.00	0.00	0.00	10,700,000.00
3134G2S86	10/18/11	AGCY CALL	FHLMC 0.500 10/18/13		0.00	99.815	0.00	7,165.20	0.00	0.00	0.00
3135G0EU3	10/25/11	AGCY CALL	FNMA 0.825 10/25/13	10/25/12	10,000,000.00	100.000	10,000,000.00	0.00	0.00	0.00	10,000,000.00
Total for Unlimited Tax Road Bonds - Series 2007							73,723,623.29	59,130.44	95,600.08	79,876.03	73,642,747.26
Total for Williamson County							131,730,615.90	96,085.57	159,797.62	143,593.01	131,881,413.52



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Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 06/30/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
CC Records Archive						
CD-2238	CD	Union St Bk CD 0.500 09/12/12	09/12/12	751.13	500,756.25	501,507.38
CD-5733	CD	Union St Bk CD 0.400 09/12/12	09/12/12	501.50	501,502.87	502,004.37
Total for CC Records Archive				1,252.63	1,002,259.12	1,003,511.75
Debt Service Fund						
CD-8157	CD	Union St Bk CD 0.500 07/29/12	07/29/12	11,300.93	7,533,955.31	7,545,256.24
Total for Debt Service Fund				11,300.93	7,533,955.31	7,545,256.24
Future Environmental Liability						
3135G0JU8	AGCY CALL	FNMA 0.750 04/17/15	10/17/12	1,125.00	0.00	1,125.00
Total for Future Environmental Liability				1,125.00	0.00	1,125.00
General Fund						
31331KOK9	AGCY CALL	FFCB 0.570 07/05/13	07/05/12	8,550.00	0.00	8,550.00
89233GGQ3	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	07/24/12	0.00	5,000,000.00	5,000,000.00
3024A0J55	CP - DISC	FCAR Owner Trust 0.000 09/05/12	09/05/12	0.00	4,950,000.00	4,950,000.00
CD-6639	CD	Central Natl Bk CD 0.750 09/12/12	09/12/12	3,771.15	2,011,281.42	2,015,052.57
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	11/09/12	0.00	5,000,000.00	5,000,000.00
3135G0FG3	AGCY CALL	FNMA 0.600 11/14/13	11/14/12	15,000.00	5,000,000.00	5,015,000.00
313379MX4	AGCY CALL	FHLB 0.500 08/19/14	12/19/12	12,500.00	0.00	12,500.00
Total for General Fund				39,821.15	21,981,281.42	22,001,102.57
Road and Bridge General						
3024A0KP9	CP - DISC	FCAR Owner Trust 0.000 10/23/12	10/23/12	0.00	5,000,000.00	5,000,000.00
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	11/09/12	0.00	3,500,000.00	3,500,000.00
Total for Road and Bridge General				0.00	8,500,000.00	8,500,000.00

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Tobacco Funds						
CD-8753	CD	Union St Bk CD 0.850 03/15/13	09/15/12	1,646.36	0.00	1,646.36
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	11/09/12	0.00	1,500,000.00	1,500,000.00
CD-8753	CD	Union St Bk CD 0.550 03/15/13	12/15/12	1,628.46	0.00	1,628.46
Total for Tobacco Funds				3,274.82	1,500,000.00	1,503,274.82
Unlimited Tax Road Bonds - Series 2007						
88233GG34	CP - DISC	Toyota Mtr Cr 0.000 07/03/12	07/03/12	0.00	5,000,000.00	5,000,000.00
31331KQK9	AGCY CALL	FFCB 0.570 07/05/13	07/05/12	14,250.00	0.00	14,250.00
88233GGQ3	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	07/24/12	0.00	5,000,000.00	5,000,000.00
3134G2SQ8	AGCY STEP	FHLMC 0.400 07/28/13	07/28/12	21,400.00	0.00	21,400.00
3024A0HX6	CP - DISC	FCAR Owner Trust 0.000 08/31/12	08/31/12	0.00	3,000,000.00	3,000,000.00
3024A0KG9	CP - DISC	FCAR Owner Trust 0.000 10/16/12	10/16/12	0.00	10,000,000.00	10,000,000.00
3135G0EU3	AGCY CALL	FNMA 0.625 10/25/13	10/25/12	31,250.00	0.00	31,250.00
36959HLF2	CP - DISC	GE Capital Corp 0.000 11/15/12	11/15/12	0.00	10,000,000.00	10,000,000.00
Total for Unlimited Tax Road Bonds - Series 2007				66,900.00	33,000,000.00	33,066,900.00



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Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 06/30/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			July 2012	55,500.93	22,533,955.31	22,589,456.24
			August 2012	0.00	3,000,000.00	3,000,000.00
			September 2012	6,670.14	7,963,540.54	7,970,210.68
			October 2012	32,375.00	15,000,000.00	15,032,375.00
			November 2012	15,000.00	25,000,000.00	25,015,000.00
			December 2012	14,128.46	0.00	14,128.46
Total Projected Cash Flows for Williamson County				123,674.53	73,497,495.85	73,621,170.38



Investment Portfolio Summary

Williamson County



For the Quarter Ended

September 30, 2012

**Prepared by
FirstSouthwest Asset Management**



Report Name

Certification Page
Executive Summary
Benchmark Comparison
Detail of Security Holdings
Change in Value
Earned Income
Investment Transactions
Amortization and Accretion
Projected Fixed Income Cash Flows

MARKET RECAP:

The final revision to Q2 GDP further reduced an already poor 1.7% showing to a meager 1.3% annualized growth rate. That pretty much sums up the situation we are mired in. The economy is growing, but at such a slow pace the improvement is barely noticeable and the paltry pace of expansion leaves very little cushion to absorb any shocks, such as a further meltdown in Europe or the fiscal cliff we face in the U.S. The August payroll report kicked the month off on a sour note as payrolls expanded by a mere 96k and revisions to prior months subtracted 41k from already weak results. Optimists will point to a drop in the unemployment rate to 8.1%, but that was the result of a large 368k decline in the labor force. The labor force participation rate fell to 63.5%, the lowest since May 1979. Data for the rest of the month was generally weak. A decent 0.9% gain in retail sales was distorted by higher gasoline prices. Core retail sales, which strip out gas station and vehicle sales, increased a scant 0.1%. The only real improvement has come in the housing sector, as record low mortgage rates are boosting sales and lifting prices.

Once again the data has mostly taken a back seat to other events. Early in the month, the ECB announced a bond buying plan designed to lower borrowing costs for some of Europe's most troubled countries. The plan was cheered by investors and brought at least a temporary calm to financial markets. As the month drew to a close, widespread protests of austerity measures in Greece and Spain have raised doubts about the ultimate success of the ECB's proposals. In the U.S., the Federal Reserve announced another round of large-scale asset purchases, better known as quantitative easing, or QE. In the latest iteration, dubbed QE3, the Fed will make \$40 billion in monthly purchases of agency mortgage-backed securities. This should keep mortgage rates at or near record lows and likely contribute to continued improvement in the housing market. The Fed also extended until "at least mid-2015" the time frame for which it expects to maintain "exceptionally low levels" for the fed funds rate. The Fed went on to say, "If the outlook for the labor market does not improve substantially, the Committee will continue its purchases of agency mortgage-backed securities, undertake additional asset purchases, and employ its other policy tools as appropriate until such improvement is achieved..." Essentially, the Fed has thrown down the gauntlet and pledged to do whatever it can in order to get unemployment down. Yields all across the curve are declining in response. It appears we are in for several more years of extremely low investment rates.

For the Quarter Ended

September 30, 2012

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

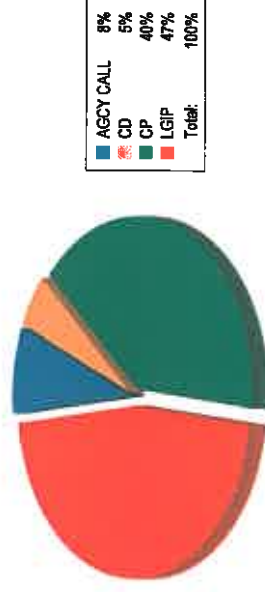
Officer Names and Titles:

Trivian L. Hood

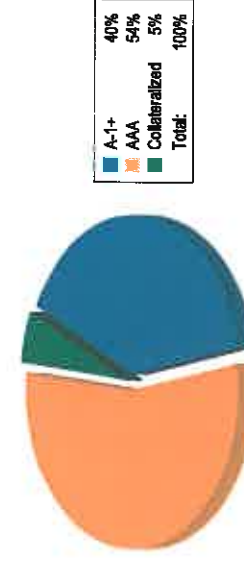
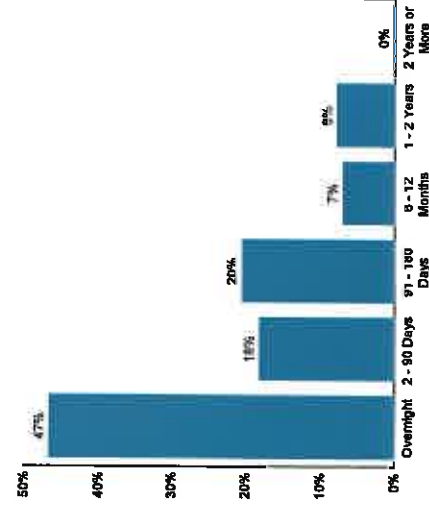
Williamson County Treasurer

Allocation by Security Type

	Beginning Values as of 06/30/12	Ending Values as of 09/30/12
Par Value	256,685,691.39	193,137,378.53
Market Value	256,606,762.99	193,077,658.38
Book Value	256,542,098.38	193,026,483.91
Unrealized Gain / Loss	64,664.61	51,174.47
Market Value %	99.97%	99.97%
Weighted Avg. YTW	0.360%	0.365%
Weighted Avg. YTM	0.380%	0.370%



Credit Quality

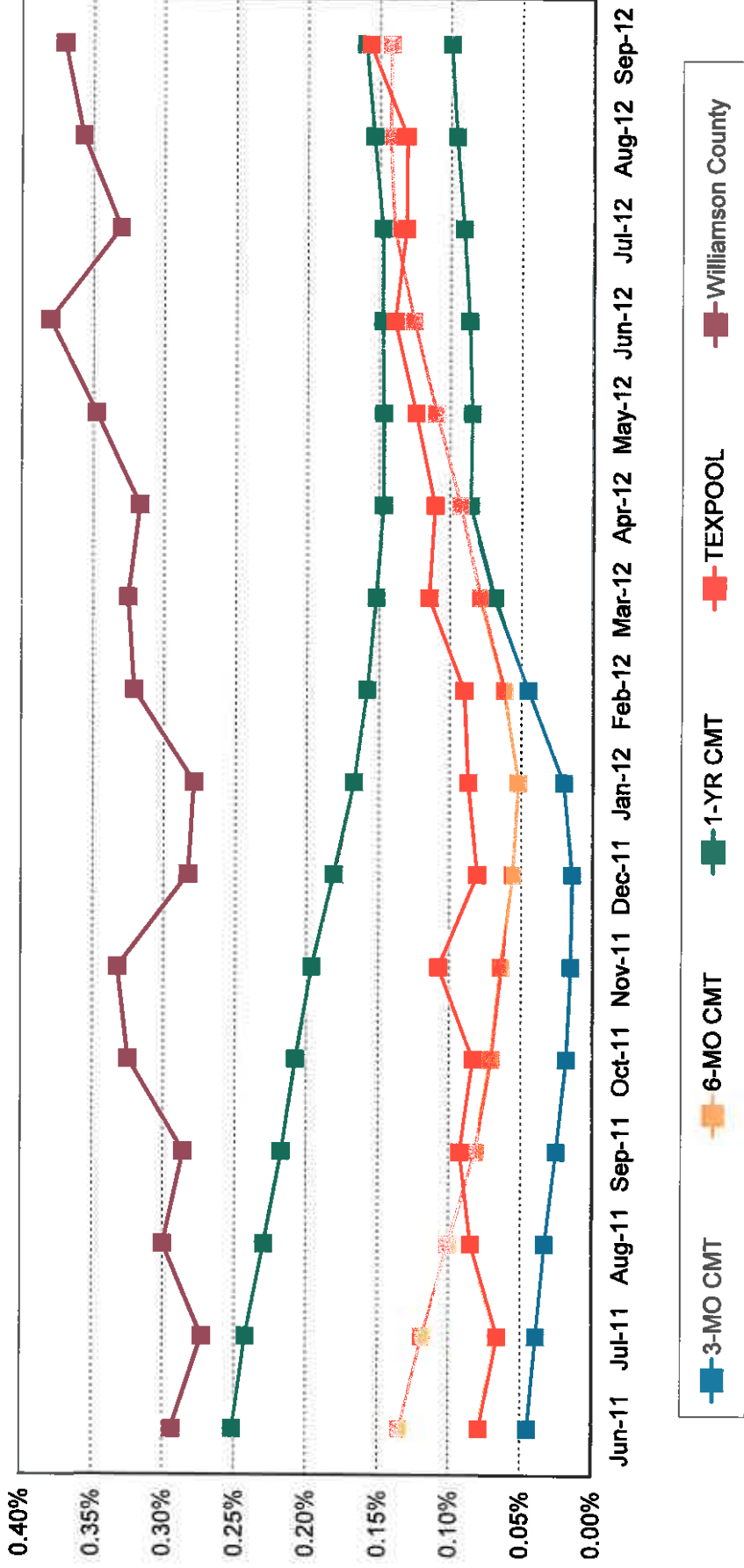


Weighted Average Days to Maturity: 85



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Williamson County
Benchmark Comparison
As of 09/30/2012



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMTs are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.



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Williamson County
Detail of Security Holdings
As of 09/30/2012

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
07 Park Limited -06																	
TEXPRIME		LGIP	TexPool Prime					2,645,587.45	100.000	2,645,587.45	2,645,587.45	100.000	2,645,587.45	1		0.182	0.182
Total for 07 Park Limited -06									2,645,587.45	2,645,587.45	2,645,587.45	100.000	2,645,587.45	1		0.182	0.182
2008 TAN-COMPASS																	
TEXPOOL		LGIP	TexPool					97,427.49	100.000	97,427.49	97,427.49	100.000	97,427.49	1		0.157	0.157
TEXPRIME		LGIP	TexPool Prime					3,081,883.47	100.000	3,081,883.47	3,081,883.47	100.000	3,081,883.47	1		0.182	0.182
Total for 2008 TAN-COMPASS									3,179,310.96	3,179,310.96	3,179,310.96	100.000	3,179,310.96	1		0.181	0.181
CC Records Archive																	
CD-6991	09/13/12	CD	Central Nat'l Bk CD	0.650	09/13/13			1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	348		0.650	0.650
Total for CC Records Archive									1,000,000.00	1,000,000.00	1,000,000.00	100.000	1,000,000.00	348		0.650	0.650
Combination Tax & Revenue Series 2006 CO																	
TEXPRIME		LGIP	TexPool Prime					13,051,810.52	100.000	13,051,810.52	13,051,810.52	100.000	13,051,810.52	1		0.182	0.182
Total for Combination Tax & Revenue Series 2006 CO									13,051,810.52	13,051,810.52	13,051,810.52	100.000	13,051,810.52	1		0.182	0.182
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					2,016,775.88	100.000	2,016,775.88	2,016,775.88	100.000	2,016,775.88	1		0.182	0.182
Total for County Benefits Program									2,016,775.88	2,016,775.88	2,016,775.88	100.000	2,016,775.88	1		0.182	0.182



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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Data	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Debt Service Fund																	
TEXPOOL		LGIP	TexPool					485,346.54	100.000	485,346.54	485,346.54	100.000	485,346.54	1		0.157	0.157
TEXPRIME		LGIP	TexPool Prime					1,118,979.64	100.000	1,118,979.64	1,118,979.64	100.000	1,118,979.64	1		0.182	0.182
89233GP83	05/14/12	CP - DISC	Toyota Mtr Cr		02/08/13			3,000,000.00	99.550	2,986,500.00	2,993,499.99	99.924	2,997,708.00	131		0.603	0.603
CD-2261	07/31/12	CD	Union St Bk CD	0.300	07/31/13			4,500,000.00	100.000	4,500,000.00	4,500,000.00	100.000	4,500,000.00	304		0.300	0.300
Total for Debt Service Fund																	
								9,104,326.18	99.852	9,050,826.18	9,097,826.17	99.975	9,102,034.18	194		0.377	0.377
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					50,087.66	100.000	50,087.66	50,087.66	100.000	50,087.66	1		0.182	0.182
3135G0J08	04/17/12	AGCY CALL	FNMA	0.750	04/17/15	04/17/13	QRTLY	300,000.00	100.000	300,000.00	300,000.00	100.230	300,690.00	929	199	0.750	0.750
Total for Future Environmental Liability																	
								350,087.66	100.000	350,087.66	350,087.66	100.197	350,777.66	796		0.609	0.609
General Fund																	
TEXPOOL		LGIP	TexPool					38,222.31	100.000	38,222.31	38,222.31	100.000	38,222.31	1		0.157	0.157
TEXPRIME		LGIP	TexPool Prime					5,899,156.81	100.000	5,899,156.81	5,899,156.81	100.000	5,899,156.81	1		0.182	0.182
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust		11/09/12			5,000,000.00	99.540	4,977,008.33	4,990,641.65	99.974	4,998,720.00	40		0.623	0.623
3024A0Q81	06/12/12	CP - DISC	FCAR Owner Trust		03/08/13			5,000,000.00	99.559	4,977,956.94	4,987,052.80	99.954	4,992,715.00	159		0.593	0.593
CD-6815	03/21/12	CD-IAM	Central Nat'l Bk CD	0.600	03/21/13			500,000.00	100.000	500,000.00	500,000.00	100.000	500,000.00	172		0.600	0.600
3135G0FG3	01/19/12	AGCY CALL	FNMA	0.800	11/14/13	11/14/12	ONE TIME	5,000,000.00	100.266	5,013,300.00	5,007,938.85	100.030	5,001,500.00	410	45	0.453	0.275
Total for General Fund																	
								21,437,379.12	99.852	21,405,644.39	21,423,013.42	99.967	21,430,314.12	146		0.453	0.412
Northeast RR Road District																	
TEXPOOL		LGIP	TexPool					463,874.09	100.000	463,874.09	463,874.09	100.000	463,874.09	1		0.157	0.157
Total for Northeast RR Road District																	
								463,874.09	100.000	463,874.09	463,874.09	100.000	463,874.09	1		0.157	0.157

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Passthrough Toll Reimb																	
TEXSTAR		LGIP	TexSTAR					4,979,034.03	100.000	4,979,034.03	4,979,034.03	100.000	4,979,034.03	1		0.157	0.157
Total for Passthrough Toll Reimb																	
Pooled Funds																	
TEXPOOL		LGIP	TexPool					10,893,220.14	100.000	10,893,220.14	10,893,220.14	100.000	10,893,220.14	1		0.157	0.157
Total for Pooled Funds																	
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					24,480.32	100.000	24,480.32	24,480.32	100.000	24,480.32	1		0.157	0.157
TEXPRIME		LGIP	TexPool Prime					4,074,809.77	100.000	4,074,809.77	4,074,809.77	100.000	4,074,809.77	1		0.182	0.182
3024AOKP9	01/27/12	CP - DISC	FCAR Owner Trust		10/23/12			5,000,000.00	99.513	4,975,625.00	4,998,013.90	99.985	4,999,265.00	23		0.653	0.653
3024AOL94	02/16/12	CP - DISC	FCAR Owner Trust		11/09/12			3,500,000.00	99.540	3,483,905.83	3,497,649.16	99.974	3,499,104.00	40		0.623	0.623
Total for Road and Bridge General																	
Southeast Road District																	
TEXPOOL		LGIP	TexPool					17,855.74	100.000	17,855.74	17,855.74	100.000	17,855.74	1		0.157	0.157
Total for Southeast Road District																	
Southwest Road District																	
TEXPOOL		LGIP	TexPool					880,285.57	100.000	880,285.57	880,285.57	100.000	880,285.57	1		0.157	0.157
Total for Southwest Road District																	



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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Tobacco Funds																	
TEXPOOL		LGIP	TexPool					8,415.59	100.000	8,415.59	8,415.59	100.000	8,415.59	1		0.157	0.157
TEXPRIME		LGIP	TexPool Prime					1,521,496.84	100.000	1,521,496.84	1,521,496.84	100.000	1,521,496.84	1		0.182	0.182
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust		11/09/12			1,500,000.00	99.540	1,493,102.50	1,498,992.50	99.974	1,499,616.00	40		0.623	0.623
CD-8753	09/15/11	CD	Union St Bk CD	0.650	03/15/13			1,006,533.75	100.000	1,006,533.75	1,006,533.75	100.000	1,006,533.75	166		0.649	0.649
Total for Tobacco Funds								4,035,446.18	99.829	4,029,548.68	4,035,438.68	99.990	4,036,062.18	57		0.462	0.462
Unlimited Tax Road Bonds - Series 2007																	
TEXPOOL		LGIP	TexPool					2,734,119.18	100.000	2,734,119.18	2,734,119.18	100.000	2,734,119.18	1		0.157	0.157
TEXPRIME		LGIP	TexPool Prime					35,775,352.45	100.000	35,775,352.45	35,775,352.45	100.000	35,775,352.45	1		0.182	0.182
3024A0K99	01/20/12	CP - DISC	FCAR Owner Trust		10/16/12			10,000,000.00	99.513	9,951,250.00	9,997,291.70	99.990	9,998,980.00	16		0.653	0.653
36659HLF2	05/17/12	CP - DISC	GE Capital Corp		11/15/12			10,000,000.00	99.838	9,983,822.22	9,996,000.00	99.980	9,997,960.00	46		0.321	0.321
36659HNN3	07/24/12	CP - DISC	GE Capital Corp		01/22/13			10,000,000.00	99.838	9,983,822.22	9,989,955.60	99.943	9,994,300.00	114		0.321	0.321
89233GNN2	04/27/12	CP - DISC	Toyota Mtr Cr		01/22/13			5,000,000.00	99.550	4,977,500.00	4,990,593.35	99.946	4,997,310.00	114		0.603	0.603
89233GP83	05/14/12	CP - DISC	Toyota Mtr Cr		02/08/13			7,000,000.00	99.550	6,968,500.00	6,984,833.31	99.924	6,994,652.00	131		0.603	0.603
CD-6442-1	03/18/12	CD-IAM	Central Nat'l Bk CD	0.750	03/18/13			3,022,623.29	100.000	3,022,623.29	3,022,623.29	100.000	3,022,623.29	169		0.750	0.750
89233GQT6	07/05/12	CP - DISC	Toyota Mtr Cr		03/27/13			5,000,000.00	99.610	4,980,493.06	4,986,970.85	99.881	4,994,055.00	178		0.532	0.532
3024A0SU0	08/31/12	CP - DISC	FCAR Owner Trust		05/28/13			3,000,000.00	99.573	2,967,175.00	2,988,547.49	99.647	2,998,401.00	240		0.572	0.572
3024A0SX4	09/05/12	CP - DISC	FCAR Owner Trust		05/31/13			4,950,000.00	99.576	4,928,985.50	4,931,033.23	99.642	4,932,293.85	243		0.572	0.572
313500EU3	10/25/11	AGCY CALL	FNMA	0.625	10/25/13	10/25/12	QRTLY	10,000,000.00	100.000	10,000,000.00	10,000,000.00	100.020	10,002,000.00	390	25	0.625	0.625
Total for Unlimited Tax Road Bonds - Series 2007								106,482,094.92	99.823	106,293,652.92	106,397,410.45	99.954	106,433,056.77	98		0.402	0.402
Total for Williamson County								193,137,378.53	99.855	192,856,335.13	193,025,463.91	99.969	193,077,658.38	86		0.370	0.365



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07 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	2,696,263.84	0.00	(50,696.39)	0.00	0.00	2,645,587.45	2,696,263.84	2,645,587.45	(50,696.39)
Total for 07 Park Limited -06			2,696,263.84	0.00	(50,696.39)	0.00	0.00	2,645,587.45	2,696,263.84	2,645,587.45	(50,696.39)
2008 TAN-COMPASS											
TEXPOOL	LGIP	TexPool	97,393.16	34.33	0.00	0.00	0.00	97,427.49	97,393.16	97,427.49	34.33
TEXPRIME	LGIP	TexPool Prime	3,123,546.01	0.00	(41,662.54)	0.00	0.00	3,081,883.47	3,123,546.01	3,081,883.47	(41,662.54)
Total for 2008 TAN-COMPASS			3,220,939.17	34.33	(41,662.54)	0.00	0.00	3,179,310.96	3,220,939.17	3,179,310.96	(41,628.21)
2009 Parks Limited											
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2009 Parks Limited			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CC Records Archive											
CD-2238	CD	Union St Bk CD 0.600 09/12/12	500,756.25	0.00	(500,756.25)	0.00	0.00	0.00	500,756.25	0.00	(500,756.25)
CD-5733	CD	Union St Bk CD 0.400 09/12/12	501,502.87	0.00	(501,502.87)	0.00	0.00	0.00	501,502.87	0.00	(501,502.87)
CD-6991	CD	Central Natl Bk CD 0.650 09/13/13	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
Total for CC Records Archive			1,002,259.12	1,000,000.00	(1,002,259.12)	0.00	0.00	1,000,000.00	1,002,259.12	1,000,000.00	(2,259.12)
Combination Tax & Revenue Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	14,729,775.31	0.00	(1,677,964.79)	0.00	0.00	13,051,810.52	14,729,775.31	13,051,810.52	(1,677,964.79)
Total for Combination Tax & Revenue Series 2006 CO			14,729,775.31	0.00	(1,677,964.79)	0.00	0.00	13,051,810.52	14,729,775.31	13,051,810.52	(1,677,964.79)



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CUSIP	Security Type	Security Description	06/30/12 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/12 Book Value	06/30/12 Market Value	09/30/12 Market Value	Change in Mkt Value
COs and Bonds											
TEXPOOL	LGIP	TexPool	2,049.25	0.00	(2,049.25)	0.00	0.00	0.00	2,049.25	0.00	(2,049.25)
TEXPRIME	LGIP	TexPool Prime	1,739,716.83	0.00	(1,739,716.83)	0.00	0.00	0.00	1,739,716.83	0.00	(1,739,716.83)
TEXSTAR	LGIP	TexSTAR	155,833.89	0.00	(155,833.89)	0.00	0.00	0.00	155,833.89	0.00	(155,833.89)
Total for COs and Bonds			1,897,599.97	0.00	(1,897,599.97)	0.00	0.00	0.00	1,897,599.97	0.00	(1,897,599.97)
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	1,340,519.68	676,256.20	0.00	0.00	0.00	2,016,775.88	1,340,519.68	2,016,775.88	676,256.20
Total for County Benefits Program			1,340,519.68	676,256.20	0.00	0.00	0.00	2,016,775.88	1,340,519.68	2,016,775.88	676,256.20
Debt Service Fund											
TEXPOOL	LGIP	TexPool	485,175.51	171.03	0.00	0.00	0.00	485,346.54	485,175.51	485,346.54	171.03
TEXPRIME	LGIP	TexPool Prime	16,836,501.82	402,469.31	(16,119,991.49)	0.00	0.00	1,118,979.64	16,836,501.82	1,118,979.64	(15,717,522.18)
CD-8157	CD	Union St BK CD 0.600 07/29/12	7,533,955.31	0.00	(7,533,955.31)	0.00	0.00	0.00	7,533,955.31	0.00	(7,533,955.31)
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/09/13	2,988,900.00	0.00	0.00	4,599.99	0.00	2,993,499.99	2,992,938.00	2,997,708.00	4,770.00
CD-2261	CD	Union St BK CD 0.300 07/31/13	0.00	4,500,000.00	0.00	0.00	0.00	4,500,000.00	0.00	4,500,000.00	4,500,000.00
Total for Debt Service Fund			27,844,532.64	4,902,640.34	(23,653,946.80)	4,599.99	0.00	9,097,826.17	27,840,570.64	9,102,034.18	(18,746,536.46)
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	50,066.54	21.12	0.00	0.00	0.00	50,087.66	50,066.54	50,087.66	21.12
3193GQU8	AGCY CALL	FNMA 0.750 04/17/15	300,000.00	0.00	0.00	0.00	0.00	300,000.00	300,600.00	300,600.00	90.00
Total for Future Environmental Liability			350,066.54	21.12	0.00	0.00	0.00	350,087.66	350,606.54	350,777.66	111.12



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General Fund											
TEXPOOL	LGIP	TexPool	38,186.76	35.55	0.00	0.00	0.00	38,222.31	38,186.76	38,222.31	35.55
TEXPRIME	LGIP	TexPool Prime	17,894,092.58	3,308.21	(11,998,243.98)	0.00	0.00	5,899,156.81	17,894,092.58	5,899,156.81	(11,994,935.77)
8923363Q3	CP - DISC	Toyota Mtr Cr. 0.000 07/24/12	4,997,827.80	0.00	(5,000,000.00)	2,172.20	0.00	0.00	4,999,585.00	0.00	(4,999,585.00)
3024A0J65	CP - DISC	FCAR Owner Trust 0.000 09/05/12	4,946,823.73	0.00	(4,950,000.00)	3,176.27	0.00	0.00	4,948,158.60	0.00	(4,948,158.60)
CD-6639	CD	Central Natl Bk CD 0.750 09/12/12	2,011,281.42	0.00	(2,011,281.42)	0.00	0.00	0.00	2,011,281.42	0.00	(2,011,281.42)
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	4,988,719.45	0.00	0.00	7,922.20	0.00	4,996,641.65	4,994,865.00	4,998,720.00	3,855.00
3024A0Q81	CP - DISC	FCAR Owner Trust 0.000 03/08/13	4,979,513.90	0.00	0.00	7,538.90	0.00	4,987,052.80	4,980,825.00	4,992,715.00	11,890.00
CD-5815	CD-IAM	Central Natl Bk CD 0.600 03/21/13	500,000.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00	500,000.00	0.00
31331KQK9	AGCY CALL	FFCB 0.570 07/05/13	3,000,070.38	0.00	(3,000,000.00)	(70.38)	0.00	0.00	3,000,000.00	0.00	(3,000,000.00)
3135G0FG3	AGCY CALL	FINMA 0.600 11/14/13	5,005,999.95	0.00	0.00	(4,060.10)	0.00	5,001,939.85	5,004,000.00	5,001,500.00	(2,500.00)
313279MX4	AGCY CALL	PHLB 0.500 06/19/14	5,000,000.00	0.00	(5,000,000.00)	0.00	0.00	0.00	4,997,500.00	0.00	(4,997,500.00)
Total for General Fund			53,362,515.97	3,343.76	(31,959,525.40)	16,679.09	0.00	21,423,013.42	53,368,474.36	21,430,314.12	(31,938,160.24)
Northeast RR Road District											
TEXPOOL	LGIP	TexPool	463,710.62	163.47	0.00	0.00	0.00	463,874.09	463,710.62	463,874.09	163.47
Total for Northeast RR Road District			463,710.62	163.47	0.00	0.00	0.00	463,874.09	463,710.62	463,874.09	163.47
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Pass Toll Series 2009			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Passthrough Toll Reimb											
LOGIC	LGIP	LOGIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXSTAR	LGIP	TexSTAR	2,977,888.66	2,001,345.37	0.00	0.00	0.00	4,979,034.03	2,977,888.66	4,979,034.03	2,001,345.37
Total for Passthrough Toll Reimb			2,977,888.66	2,001,345.37	0.00	0.00	0.00	4,979,034.03	2,977,888.66	4,979,034.03	2,001,345.37



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Pooled Funds											
TEXPOOL	LGIP	TexPool	11,543,485.14	502,515.64	(1,152,780.64)	0.00	0.00	10,893,220.14	11,543,485.14	10,893,220.14	(650,265.00)
Total for Pooled Funds			11,543,485.14	502,515.64	(1,152,780.64)	0.00	0.00	10,893,220.14	11,543,485.14	10,893,220.14	(650,265.00)
Road and Bridge General											
TEXPOOL	LGIP	TexPool	24,471.69	8.63	0.00	0.00	0.00	24,480.32	24,471.69	24,480.32	8.63
TEXPRIME	LGIP	TexPool Prime	7,872,268.37	0.00	(3,797,458.60)	0.00	0.00	4,074,809.77	7,872,268.37	4,074,809.77	(3,797,458.60)
3024A0KP9	CP - DISC	FCAR Owner Trust 0.000 10/23/12	4,998,708.35	0.00	0.00	8,305.55	0.00	4,998,013.90	4,996,165.00	4,999,265.00	3,100.00
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	3,492,103.62	0.00	0.00	5,545.54	0.00	3,497,649.16	3,496,405.50	3,499,104.00	2,698.50
Total for Road and Bridge General			16,378,552.03	8.63	(3,797,458.60)	13,851.09	0.00	12,594,953.15	16,389,310.56	12,597,859.09	(3,791,651.47)
Southeast Road District											
TEXPOOL	LGIP	TexPool	17,849.44	6.30	0.00	0.00	0.00	17,855.74	17,849.44	17,855.74	6.30
Total for Southeast Road District			17,849.44	6.30	0.00	0.00	0.00	17,855.74	17,849.44	17,855.74	6.30
Southwest Road District											
TEXPOOL	LGIP	TexPool	879,975.32	310.25	0.00	0.00	0.00	880,285.57	879,975.32	880,285.57	310.25
Total for Southwest Road District			879,975.32	310.25	0.00	0.00	0.00	880,285.57	879,975.32	880,285.57	310.25
Tobacco Funds											
TEXPOOL	LGIP	TexPool	8,412.59	3.00	0.00	0.00	0.00	8,415.59	8,412.59	8,415.59	3.00
TEXPRIME	LGIP	TexPool Prime	1,320,883.40	200,613.44	0.00	0.00	0.00	1,521,496.84	1,320,883.40	1,521,496.84	200,613.44
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	1,496,615.84	0.00	0.00	2,376.66	0.00	1,498,992.50	1,498,459.50	1,499,616.00	1,156.50
CD-8753	CD	Union St Bk CD 0.650 03/15/13	1,004,887.39	1,646.36	0.00	0.00	0.00	1,006,533.75	1,004,887.39	1,006,533.75	1,646.36
Total for Tobacco Funds			3,830,799.22	202,262.80	0.00	2,376.66	0.00	4,035,438.68	3,832,642.88	4,036,062.18	203,419.30



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Williamson County
Change in Value
From 06/30/2012 to 09/30/2012

CUSIP	Security Type	Security Description	06/30/12 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/12 Book Value	06/30/12 Market Value	09/30/12 Market Value	Change in Mkt Value
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	3,888,794.42	868.64	(1,155,543.88)	0.00	0.00	2,734,119.18	3,888,794.42	2,734,119.18	(1,154,675.24)
TEXPRIME	LGIP	TexPool Prime	36,474,004.03	4,090,013.03	(4,788,684.61)	0.00	0.00	35,775,352.45	36,474,004.03	35,775,352.45	(698,651.58)
89233G334	CP - DISC	Toyota Mtr Cr 0.000 07/03/12	4,999,811.10	0.00	(5,000,000.00)	188.90	0.00	0.00	4,999,965.00	0.00	(4,999,965.00)
89233G3Q3	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	4,997,827.80	0.00	(5,000,000.00)	2,172.20	0.00	0.00	4,999,585.00	0.00	(4,999,585.00)
3024A0HX8	CP - DISC	FCAR Owner Trust 0.000 08/31/12	2,996,848.32	0.00	(3,000,000.00)	3,151.68	0.00	0.00	2,998,968.00	0.00	(2,998,968.00)
3024A0KQ9	CP - DISC	FCAR Owner Trust 0.000 10/16/12	9,980,690.60	0.00	0.00	16,611.10	0.00	9,997,291.70	9,992,800.00	9,998,980.00	6,180.00
36959HLF2	CP - DISC	GE Capital Corp 0.000 11/15/12	9,987,822.20	0.00	0.00	8,177.80	0.00	9,996,000.00	9,988,500.00	9,997,960.00	9,460.00
36959HIN3	CP - DISC	GE Capital Corp 0.000 01/22/13	0.00	9,983,822.22	0.00	6,133.38	0.00	9,989,955.60	0.00	9,994,300.00	7,040.00
89233GNN2	CP - DISC	Toyota Mtr Cr 0.000 01/22/13	4,982,916.65	0.00	0.00	7,666.70	0.00	4,990,583.35	4,990,270.00	4,997,310.00	11,130.00
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	6,974,100.00	0.00	0.00	10,733.31	0.00	6,984,833.31	6,983,522.00	6,994,652.00	11,130.00
CD-6442-1	CD-IAM	Central Nat'l Bk CD 0.750 03/18/13	3,022,623.29	0.00	0.00	0.00	0.00	3,022,623.29	3,022,623.29	3,022,623.29	0.00
89233GQT6	CP - DISC	Toyota Mtr Cr 0.000 03/27/13	0.00	4,980,493.06	0.00	6,477.79	0.00	4,986,970.85	0.00	4,994,065.00	4,994,065.00
3024A0SU0	CP - DISC	FCAR Owner Trust 0.000 05/28/13	0.00	2,987,175.00	0.00	1,472.49	0.00	2,988,647.49	0.00	2,989,401.00	2,989,401.00
3024A0SX4	CP - DISC	FCAR Owner Trust 0.000 05/31/13	0.00	4,928,965.50	0.00	2,037.73	0.00	4,931,033.23	0.00	4,932,293.85	4,932,293.85
31331KQK9	AGCY CALL	FFCB 0.570 07/05/13	5,000,117.30	0.00	(5,000,000.00)	(117.30)	0.00	0.00	5,000,000.00	0.00	(5,000,000.00)
3134G2SD6	AGCY STEP	FHLMC 1.000 07/26/13	10,700,000.00	0.00	(10,700,000.00)	0.00	0.00	0.00	10,700,000.00	0.00	(10,700,000.00)
3135G0EU3	AGCY CALL	FNMA 0.625 10/25/13	10,000,000.00	0.00	0.00	0.00	0.00	10,000,000.00	10,008,000.00	10,002,000.00	(6,000.00)
Total for Unlimited Tax Road Bonds - Series 2007			114,005,545.71	28,971,367.45	(34,644,208.49)	64,765.78	0.00	106,397,410.45	114,047,811.74	106,433,056.77	(7,613,954.97)
Total for Williamson County			255,542,098.38	36,260,275.66	(99,878,102.74)	102,212.61	0.00	193,026,483.91	255,606,762.99	193,077,658.38	(63,529,104.61)

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Acct / Prem Amort	Net Income
07 Park Limited -06									
TEXPRIME	LGIP	TexPool Prime	0.00	1,116.42	1,116.42	0.00	0.00	0.00	1,116.42
Total for 07 Park Limited -06			0.00	1,116.42	1,116.42	0.00	0.00	0.00	1,116.42
2008 TAN-COMPASS									
TEXPOOL	LGIP	TexPool	0.00	34.33	34.33	0.00	0.00	0.00	34.33
TEXPRIME	LGIP	TexPool Prime	0.00	1,306.46	1,306.46	0.00	0.00	0.00	1,306.46
Total for 2008 TAN-COMPASS			0.00	1,340.79	1,340.79	0.00	0.00	0.00	1,340.79
2009 Parks Limited									
Total for 2009 Parks Limited									
CC Records Archive									
CD-2238	CD	Union St Bk CD 0.600 09/12/12	155.97	535.48	691.45	0.00	0.00	0.00	535.48
CD-5733	CD	Union St Bk CD 0.400 09/12/12	104.42	401.21	505.63	0.00	0.00	0.00	401.21
CD-6991	CD	Central Nat'l Bk CD 0.650 09/13/13	0.00	320.55	0.00	0.00	320.55	0.00	320.55
Total for CC Records Archive			260.39	1,257.24	1,197.08	0.00	320.55	0.00	1,257.24
Combination Tax & Revenue Series 2006 CO									
TEXPRIME	LGIP	TexPool Prime	0.00	5,811.62	5,811.62	0.00	0.00	0.00	5,811.62
Total for Combination Tax & Revenue Series 2006 CO			0.00	5,811.62	5,811.62	0.00	0.00	0.00	5,811.62

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
COs and Bonds									
TEXPOOL	LGIP	TexPool	0.00	0.01	0.01	0.00	0.00	0.00	0.01
TEXPRIME	LGIP	TexPool Prime	0.00	9.63	9.63	0.00	0.00	0.00	9.63
TEXSTAR	LGIP	TexSTAR	0.00	0.57	0.57	0.00	0.00	0.00	0.57
Total for COs and Bonds			0.00	10.21	10.21	0.00	0.00	0.00	10.21
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	860.20	860.20	0.00	0.00	0.00	860.20
Total for County Benefits Program			0.00	860.20	860.20	0.00	0.00	0.00	860.20
Debt Service Fund									
TEXPOOL	LGIP	TexPool	0.00	171.03	171.03	0.00	0.00	0.00	171.03
TEXPRIME	LGIP	TexPool Prime	0.00	3,550.34	3,550.34	0.00	0.00	0.00	3,550.34
CD-8157	CD	Union St Bk CD 0.600 07/29/12	7,802.29	3,467.72	11,270.01	0.00	0.00	0.00	3,467.72
89233GPB3	CP - DISC	Toyota Mir Cr 0.000 02/08/13	0.00	0.00	0.00	0.00	0.00	4,599.99	4,599.99
CD-2261	CD	Union St Bk CD 0.300 07/31/13	0.00	2,293.15	0.00	0.00	2,293.15	0.00	2,293.15
Total for Debt Service Fund			7,802.29	9,482.24	14,991.38	0.00	2,293.15	4,599.99	14,082.23
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	21.12	21.12	0.00	0.00	0.00	21.12
31350J0U8	AGCY CALL	FNMA 0.750 04/17/15	462.50	562.50	0.00	0.00	1,025.00	0.00	562.50
Total for Future Environmental Liability			462.50	583.62	21.12	0.00	1,025.00	0.00	583.62



FirstSouthwest
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Williamson County
Earned Income
From 06/30/2012 to 09/30/2012

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
General Fund									
TEXPOOL	LGIP	TexPool	0.00	13.42	13.42	0.00	0.00	0.00	13.42
TEXPRIME	LGIP	TexPool Prime	0.00	5,064.23	5,064.23	0.00	0.00	0.00	5,064.23
89233GGQ3	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	0.00	0.00	0.00	0.00	0.00	2,172.20	2,172.20
3024A0J55	CP - DISC	FCAR Owner Trust 0.000 09/05/12	0.00	0.00	0.00	0.00	0.00	3,176.27	3,176.27
CD-6639	CD	Central Natl Bk CD 0.750 09/12/12	785.23	3,058.32	3,843.55	0.00	0.00	0.00	3,058.32
3024A0J94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	0.00	0.00	0.00	0.00	0.00	7,922.20	7,922.20
3024A0Q81	CP - DISC	FCAR Owner Trust 0.000 03/08/13	0.00	0.00	0.00	0.00	0.00	7,538.90	7,538.90
CD-6815	CD-IAM	Central Natl Bk CD 0.600 03/21/13	836.07	754.09	0.00	0.00	1,590.16	0.00	754.09
31331KQK9	AGCY CALL	FFCB 0.570 07/05/13	8,360.00	190.00	8,550.00	0.00	0.00	(70.38)	119.62
313530FG3	AGCY CALL	FNMA 0.600 11/14/13	3,916.67	7,500.00	0.00	0.00	11,416.67	(4,060.10)	3,439.90
313378MX4	AGCY CALL	FHLB 0.500 06/19/14	833.33	5,416.67	6,250.00	0.00	0.00	0.00	5,416.67
Total for General Fund			14,731.30	21,998.73	23,721.29	0.00	13,006.83	16,575.09	36,575.82
Northeast RR Road District									
TEXPOOL	LGIP	TexPool	0.00	163.47	163.47	0.00	0.00	0.00	163.47
Total for Northeast RR Road District			0.00	163.47	163.47	0.00	0.00	0.00	163.47
Pass Toll Series 2009									
Total for Pass Toll Series 2009			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Passthrough Toll Reimb									
TEXSTAR	LGIP	TexSTAR	0.00	1,345.37	1,345.37	0.00	0.00	0.00	1,345.37
Total for Passthrough Toll Reimb			0.00	1,345.37	1,345.37	0.00	0.00	0.00	1,345.37

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	4,020.02	4,020.02	0.00	0.00	0.00	4,020.02
Total for Pooled Funds			0.00	4,020.02	4,020.02	0.00	0.00	0.00	4,020.02
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	8.63	8.63	0.00	0.00	0.00	8.63
TEXPRIME	LGIP	TexPool Prime	0.00	2,541.40	2,541.40	0.00	0.00	0.00	2,541.40
3024A0KP9	CP - DISC	FCAR Owner Trust 0.000 10/23/12	0.00	0.00	0.00	0.00	0.00	8,305.55	8,305.55
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	0.00	0.00	0.00	0.00	0.00	5,545.54	5,545.54
Total for Road and Bridge General			0.00	2,550.03	2,550.03	0.00	0.00	13,851.09	16,401.12
Southeast Road District									
TEXPOOL	LGIP	TexPool	0.00	6.30	6.30	0.00	0.00	0.00	6.30
Total for Southeast Road District			0.00	6.30	6.30	0.00	0.00	0.00	6.30
Southwest Road District									
TEXPOOL	LGIP	TexPool	0.00	310.25	310.25	0.00	0.00	0.00	310.25
Total for Southwest Road District			0.00	310.25	310.25	0.00	0.00	0.00	310.25
Tobacco Funds									
TEXPOOL	LGIP	TexPool	0.00	3.00	3.00	0.00	0.00	0.00	3.00
TEXPRIME	LGIP	TexPool Prime	0.00	613.44	613.44	0.00	0.00	0.00	613.44
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	0.00	0.00	0.00	0.00	0.00	2,376.66	2,376.66
CD-8753	CD	Union St Bk CD 0.650 03/15/13	286.32	1,646.83	1,646.35	0.00	286.79	0.00	1,646.83
Total for Tobacco Funds			286.32	2,263.27	2,262.80	0.00	286.79	2,376.66	4,639.93



FirstSouthwest
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Williamson County
Earned Income
From 06/30/2012 to 09/30/2012

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Unlimited Tax Road Bonds - Series 2007									
TEXPOOL	LGP	TexPool	0.00	1,235.86	1,235.86	0.00	0.00	0.00	1,235.86
TEXPRIME	LGP	TexPool Prime	0.00	15,834.45	15,834.45	0.00	0.00	0.00	15,834.45
89233GG34	CP - DISC	Toyota Mtr Cr 0.000 07/03/12	0.00	0.00	0.00	0.00	0.00	188.90	188.90
89233GG03	CP - DISC	Toyota Mtr Cr 0.000 07/24/12	0.00	0.00	0.00	0.00	0.00	2,172.20	2,172.20
3024A0HX6	CP - DISC	FCAR Owner Trust 0.000 08/31/12	0.00	0.00	0.00	0.00	0.00	3,151.68	3,151.68
3024A0XG9	CP - DISC	FCAR Owner Trust 0.000 10/16/12	0.00	0.00	0.00	0.00	0.00	16,611.10	16,611.10
36959HLF2	CP - DISC	GE Capital Corp 0.000 11/15/12	0.00	0.00	0.00	0.00	0.00	8,177.80	8,177.80
36959HNN3	CP - DISC	GE Capital Corp 0.000 01/22/13	0.00	0.00	0.00	0.00	0.00	6,133.38	6,133.38
89233GNN2	CP - DISC	Toyota Mtr Cr 0.000 01/22/13	0.00	0.00	0.00	0.00	0.00	7,666.70	7,666.70
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	0.00	0.00	0.00	0.00	0.00	10,733.31	10,733.31
CD-6442-1	CD-AM	Central Nat'l Bk CD 0.750 03/18/13	6,627.47	5,732.16	0.00	0.00	12,359.63	0.00	5,732.16
89233GQT6	CP - DISC	Toyota Mtr Cr 0.000 03/27/13	0.00	0.00	0.00	0.00	0.00	6,477.79	6,477.79
3024A0SU0	CP - DISC	FCAR Owner Trust 0.000 05/28/13	0.00	0.00	0.00	0.00	0.00	1,472.49	1,472.49
3024A0SX4	CP - DISC	FCAR Owner Trust 0.000 05/31/13	0.00	0.00	0.00	0.00	0.00	2,037.73	2,037.73
31331KOK9	AGCY CALL	FFCB 0.570 07/05/13	13,933.33	316.67	14,250.00	0.00	0.00	(117.30)	199.37
3134G2SQ6	AGCY STEP	PHLMC 1.000 07/26/13	18,427.78	2,972.22	21,400.00	0.00	0.00	0.00	2,972.22
3135G0EU3	AGCY CALL	FNMA 0.625 10/25/13	11,458.33	15,625.00	0.00	0.00	27,083.33	0.00	15,625.00
Total for Unlimited Tax Road Bonds - Series 2007			50,446.91	41,716.36	52,720.31	0.00	39,442.96	64,705.78	106,422.14
Total for Williamson County									
			73,988.71	94,834.14	112,446.57	0.00	58,375.28	102,212.61	197,046.75



FirstSouthwest
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Williamson County
Investment Transactions
From 07/01/2012 to 09/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
CC Records Archive															
Maturities															
09/12/12	09/12/12	CD-2238	CD	Union St Bk CD	0.600	09/12/12		500,756.25	100.000	500,756.25	0.00	500,756.25		0.602	
09/12/12	09/12/12	CD-5733	CD	Union St Bk CD	0.400	09/12/12		501,502.87	100.000	501,502.87	0.00	501,502.87		0.401	
Total for: Maturities								1,002,259.12		1,002,259.12	0.00	1,002,259.12	0.502		
Purchases															
09/13/12	09/13/12	CD-6991	CD	Central Natl Bk CD	0.650	09/13/13		1,000,000.00	100.000	1,000,000.00	0.00	1,000,000.00		0.650	0.850
Total for: Purchases								1,000,000.00		1,000,000.00	0.00	1,000,000.00	0.650	0.650	0.850
Income Payments															
09/12/12	09/12/12	CD-5733	CD	Union St Bk CD	0.400	09/12/12				0.00	505.63	505.63			
09/12/12	09/12/12	CD-2238	CD	Union St Bk CD	0.600	09/12/12				0.00	691.45	691.45			
Total for: Income Payments										0.00	1,197.08	1,197.08			
Debt Services Fund															
Maturities															
07/29/12	07/29/12	CD-8157	CD	Union St Bk CD	0.600	07/29/12		7,533,955.31	100.000	7,533,955.31	0.00	7,533,955.31		0.602	
Total for: Maturities								7,533,955.31		7,533,955.31	0.00	7,533,955.31	0.602		
Purchases															
07/31/12	07/31/12	CD-2261	CD	Union St Bk CD	0.300	07/31/13		4,500,000.00	100.000	4,500,000.00	0.00	4,500,000.00		0.300	0.300
Total for: Purchases								4,500,000.00		4,500,000.00	0.00	4,500,000.00	0.300	0.300	0.300
Income Payments															
07/29/12	07/29/12	CD-8157	CD	Union St Bk CD	0.600	07/29/12				0.00	11,270.01	11,270.01			
Total for: Income Payments										0.00	11,270.01	11,270.01			



FirstSouthwest
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Williamson County
Investment Transactions
From 07/01/2012 to 09/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund															
Calls															
07/05/12	07/05/12	31331KQK9	AGCY CALL	FFCB	0.570	07/05/13	07/05/12	3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.476	0.570
09/19/12	09/19/12	313379MX4	AGCY CALL	FHLB	0.500	06/19/14	09/19/12	5,000,000.00	100.000	5,000,000.00	6,250.00	5,006,250.00		0.500	0.500
Total for: Calls										8,000,000.00	6,250.00	8,006,250.00	0.491	0.526	
Maturities															
07/24/12	07/24/12	89233GGQ3	CP - DISC	Toyota Mtr Cr		07/24/12		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.683	
09/05/12	09/05/12	30244QJ55	CP - DISC	FCAR Owner Trust		09/05/12		4,950,000.00	100.000	4,950,000.00	0.00	4,950,000.00		0.350	
09/12/12	09/12/12	CD-6639	CD	Central Natl Bk CD	0.750	09/12/12		2,011,281.42	100.000	2,011,281.42	0.00	2,011,281.42		0.752	
Total for: Maturities										11,961,281.42	0.00	11,961,281.42	0.557		
Income Payments															
07/05/12	07/05/12	31331KQK9	AGCY CALL	FFCB	0.570	07/05/13				0.00	8,550.00	8,550.00			
09/13/12	09/12/12	CD-6639	CD	Central Natl Bk CD	0.750	09/12/12				0.00	3,843.55	3,843.55			
Total for: Income Payments										0.00	12,393.55	12,393.55			
Tobacco Funds															
Income Payments															
09/14/12	09/15/12	CD-8753	CD	Union St Bk CD	0.850	03/15/13				0.00	1,646.36	1,646.36			
Total for: Income Payments										0.00	1,646.36	1,646.36			
Capitalized Interest															
09/14/12	09/14/12	CD-8753	CD	Union St Bk CD	0.850	03/15/13		1,646.36	100.000	1,646.36	0.00	1,646.36			
Total for: Capitalized Interest										1,646.36	0.00	1,646.36			



FirstSouthwest
A PlainsCapital Company

Williamson County
Investment Transactions
From 07/01/2012 to 09/30/2012

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Unlimited Tax Road Bonds - Series 2007															
Calls															
07/05/12	07/05/12	31331KQK9	AGCY CALL	FFCB	0.570	07/05/13	07/05/12	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.476	0.570
07/26/12	07/26/12	3134G2SQ6	AGCY STEP	FHLMC	1.000	07/26/13	07/26/12	10,700,000.00	100.000	10,700,000.00	0.00	10,700,000.00		0.699	1.000
Total for: Calls										15,700,000.00	0.00	15,700,000.00	0.628	0.863	
Maturities															
07/03/12	07/03/12	89233GG34	CP - DISC	Toyota Mtr Cr		07/03/12		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.683	
07/24/12	07/24/12	89233GG03	CP - DISC	Toyota Mtr Cr		07/24/12		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.683	
08/31/12	08/31/12	3024A0HX6	CP - DISC	FCAR Owner Trust		08/31/12		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.623	
Total for: Maturities										13,000,000.00	0.00	13,000,000.00	0.670		
Purchases															
07/03/12	07/05/12	89233GQT6	CP - DISC	Toyota Mtr Cr		03/27/13		5,000,000.00	99.610	4,980,493.06	0.00	4,980,493.06		0.532	0.532
07/24/12	07/24/12	36959HNN3	CP - DISC	GE Capital Corp		01/22/13		10,000,000.00	99.838	9,983,822.22	0.00	9,983,822.22		0.321	0.321
08/30/12	08/31/12	3024A0SU0	CP - DISC	FCAR Owner Trust		05/28/13		3,000,000.00	99.573	2,987,175.00	0.00	2,987,175.00		0.572	0.572
09/04/12	09/05/12	3024A0SX4	CP - DISC	FCAR Owner Trust		05/31/13		4,950,000.00	99.576	4,928,995.50	0.00	4,928,995.50		0.572	0.572
Total for: Purchases										22,950,000.00	0.00	22,950,485.78	0.454	0.454	
Income Payments															
07/05/12	07/05/12	31331KQK9	AGCY CALL	FFCB	0.570	07/05/13				0.00	14,250.00	14,250.00			
07/26/12	07/26/12	3134G2SQ6	AGCY STEP	FHLMC	1.000	07/26/13				0.00	21,400.00	21,400.00			
Total for: Income Payments										0.00	35,650.00	35,650.00			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	23,700,000.00	23,706,250.00		0.582	0.749
Total Maturities	33,497,495.85	33,497,495.85		0.609	
Total Purchases	28,450,000.00	28,380,485.78		0.436	0.436
Total Income Payments	0.00	62,157.00			
Total Capitalized Interest	1,646.36	1,646.36			



FirstSouthwest
A PlainsCapital Company.

Williamson County
Amortization and Accretion
From 06/30/2012 to 09/30/2012

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amnt/Accr for Period	Total Amnt/Accr Since Purch	Remaining Disc / Prem	Book Value
CC Records Archive											
CD-2238	03/12/12	CD	Union St Bk CD 0.600 09/12/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
CD-5733	09/12/11	CD	Union St Bk CD 0.400 09/12/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
CD-6991	09/13/12	CD	Central Natl Bk CD 0.650 09/13/13		1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Total for CC Records Archive					1,000,000.00		1,000,000.00	0.00	0.00	0.00	1,000,000.00
Debt Service Fund											
CD-8157	07/29/11	CD	Union St Bk CD 0.600 07/29/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
89233GP83	05/14/12	CP - DISC	Toyota Mfr Cr 0.000 02/08/13		3,000,000.00	98.550	2,986,500.00	4,599.99	6,999.99	6,500.01	2,993,499.99
CD-2261	07/31/12	CD	Union St Bk CD 0.300 07/31/13		4,500,000.00	100.000	4,500,000.00	0.00	0.00	0.00	4,500,000.00
Total for Debt Service Fund					7,500,000.00		7,486,500.00	4,599.99	6,999.99	6,500.01	7,493,499.99
Future Environmental Liability											
3135G0J08	04/17/12	AGCY CALL	FNMA 0.750 04/17/15	04/17/13	300,000.00	100.000	300,000.00	0.00	0.00	0.00	300,000.00
Total for Future Environmental Liability					300,000.00		300,000.00	0.00	0.00	0.00	300,000.00
General Fund											
89233GGQ3	10/28/11	CP - DISC	Toyota Mfr Cr 0.000 07/24/12		0.00	99.490	0.00	2,172.20	0.00	0.00	0.00
3024A0J55	05/07/12	CP - DISC	FCAR Owner Trust 0.000 09/05/12		0.00	99.882	0.00	3,176.27	0.00	0.00	0.00
CD-5639	09/12/11	CD	Central Natl Bk CD 0.750 09/12/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3024A0J94	02/16/12	CP - DISC	FCAR Owner Trust 0.000 11/08/12		5,000,000.00	99.540	4,977,008.33	7,922.20	19,633.32	3,358.35	4,996,641.65
3024A0C81	06/12/12	CP - DISC	FCAR Owner Trust 0.000 03/08/13		5,000,000.00	99.559	4,977,966.94	7,538.90	9,095.86	12,947.20	4,987,052.80
CD-8815	03/21/12	CD-IAM	Central Natl Bk CD 0.600 03/21/13		500,000.00	100.000	500,000.00	0.00	0.00	0.00	500,000.00
31331KQK9	09/20/11	AGCY CALL	FFCB 0.570 07/05/13		0.00	100.167	0.00	(70.36)	0.00	0.00	0.00
3135G0FG3	01/19/12	AGCY CALL	FNMA 0.600 11/14/13	11/14/12	5,000,000.00	100.266	5,013,300.00	(4,060.10)	(11,360.15)	(1,939.65)	5,001,939.85
313379MX4	06/19/12	AGCY CALL	FHLB 0.500 06/19/14		0.00	100.000	0.00	0.00	0.00	0.00	0.00
Total for General Fund					15,500,000.00		15,468,265.27	16,679.09	17,369.03	14,965.70	15,485,634.30

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Road and Bridge General											
3024A0KFP9	01/27/12	CP - DISC	FCAR Owner Trust 0.000 10/23/12		5,000,000.00	99.513	4,975,625.00	8,305.55	22,388.90	1,986.10	4,998,013.90
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust 0.000 11/09/12		3,500,000.00	99.540	3,483,905.83	5,545.54	13,743.33	2,350.84	3,497,649.16
Total for Road and Bridge General						8,500,000.00	8,459,530.83	13,851.09	36,132.23	4,336.94	8,495,663.06
Tobacco Funds											
3024A0L94	02/16/12	CP - DISC	FCAR Owner Trust 0.000 11/09/12		1,500,000.00	99.540	1,483,102.50	2,376.66	5,890.00	1,007.50	1,498,992.50
CD-8763	09/15/11	CD	Union St BK CD 0.650 03/15/13		1,006,533.75	100.000	1,006,533.75	0.00	0.00	0.00	1,006,533.75
Total for Tobacco Funds						2,506,533.75	2,499,636.25	2,376.66	5,890.00	1,007.50	2,505,526.25
Unlimited Tax Road Bonds - Series 2007											
89233GG34	10/07/11	CP - DISC	Toyota Mtr Cr 0.000 07/03/12		0.00	99.490	0.00	186.90	0.00	0.00	0.00
89233GGQ3	10/28/11	CP - DISC	Toyota Mtr Cr 0.000 07/24/12		0.00	99.490	0.00	2,172.20	0.00	0.00	0.00
3024A0HX6	12/06/11	CP - DISC	FCAR Owner Trust 0.000 08/31/12		0.00	99.537	0.00	3,151.68	0.00	0.00	0.00
3024A0KG9	01/20/12	CP - DISC	FCAR Owner Trust 0.000 10/16/12		10,000,000.00	99.513	9,951,250.00	16,511.10	46,041.70	2,708.30	9,997,291.70
36959HLF2	05/17/12	CP - DISC	GE Capital Corp 0.000 11/15/12		10,000,000.00	99.838	9,983,822.22	8,177.80	12,177.78	4,000.00	9,996,000.00
36959HNN3	07/24/12	CP - DISC	GE Capital Corp 0.000 01/22/13		10,000,000.00	99.838	9,983,822.22	6,133.38	6,133.38	10,044.40	9,989,955.60
89233GNN2	04/27/12	CP - DISC	Toyota Mtr Cr 0.000 01/22/13		5,000,000.00	99.550	4,977,500.00	7,696.70	13,083.35	9,416.65	4,990,583.35
89233GP83	05/14/12	CP - DISC	Toyota Mtr Cr 0.000 02/08/13		7,000,000.00	99.550	6,968,500.00	10,733.31	16,333.31	15,166.69	6,984,833.31
CD-6442-1	03/18/12	CD-1AM	Central Natl BK CD 0.750 03/18/13		3,022,623.29	100.000	3,022,623.29	0.00	0.00	0.00	3,022,623.29
89233GQT6	07/05/12	CP - DISC	Toyota Mtr Cr 0.000 03/27/13		5,000,000.00	99.610	4,980,493.06	6,477.79	6,477.79	13,023.15	4,986,970.85
3024A0SL0	08/31/12	CP - DISC	FCAR Owner Trust 0.000 05/28/13		3,000,000.00	99.573	2,987,175.00	1,472.49	1,472.49	11,352.51	2,988,647.49
3024A0SX4	09/05/12	CP - DISC	FCAR Owner Trust 0.000 05/31/13		4,950,000.00	99.576	4,928,995.50	2,037.73	2,037.73	18,966.77	4,931,033.23
31331KQK9	09/20/11	AGCY CALL	FFCB 0.570 07/05/13		0.00	100.167	0.00	(117.30)	0.00	0.00	0.00
3134G2SQ6	07/26/11	AGCY STEP	FILMC 1.000 07/26/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3135G0EU3	10/25/11	AGCY CALL	FNMA 0.625 10/25/13	10/25/12	10,000,000.00	100.000	10,000,000.00	0.00	0.00	0.00	10,000,000.00
Total for Unlimited Tax Road Bonds - Series 2007						67,972,623.29	67,764,181.29	64,705.76	103,757.53	84,684.47	67,887,938.82



FirstSouthwest
A PlainsCapital Company.

Williamson County
Amortization and Accretion
From 06/30/2012 to 09/30/2012

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<hr/>											
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Total for Williamson County					103,279,157.94		102,998,113.64	102,212.61	170,148.76	110,884.62	103,168,262.42

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
CC Records Archive						
CD-6991	CD	Central Nat'l Bk CD 0.650 09/13/13	12/13/12	1,620.54	0.00	1,620.54
CD-6991	CD	Central Nat'l Bk CD 0.650 09/13/13	03/13/13	1,602.73	0.00	1,602.73
Total for CC Records Archive				3,223.27	0.00	3,223.27
Debt Service Fund						
CD-2261	CD	Union St Bk CD 0.300 07/31/13	10/31/12	3,402.73	0.00	3,402.73
CD-2261	CD	Union St Bk CD 0.300 07/31/13	01/31/13	3,402.73	0.00	3,402.73
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	02/08/13	0.00	3,000,000.00	3,000,000.00
Total for Debt Service Fund				6,805.46	3,000,000.00	3,006,805.46
Future Environmental Liability						
3135G0JU8	AGCY CALL	FNMA 0.750 04/17/15	10/17/12	1,125.00	0.00	1,125.00
Total for Future Environmental Liability				1,125.00	0.00	1,125.00
General Fund						
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	11/09/12	0.00	5,000,000.00	5,000,000.00
3135G0FG3	AGCY CALL	FNMA 0.600 11/14/13	11/14/12	15,000.00	5,000,000.00	5,015,000.00
3024A0Q81	CP - DISC	FCAR Owner Trust 0.000 03/08/13	03/08/13	0.00	5,000,000.00	5,000,000.00
CD-6815	CD-IAM	Central Nat'l Bk CD 0.600 03/21/13	03/21/13	3,000.00	500,000.00	503,000.00
Total for General Fund				18,000.00	15,500,000.00	15,518,000.00
Road and Bridge General						
3024A0KP9	CP - DISC	FCAR Owner Trust 0.000 10/23/12	10/23/12	0.00	5,000,000.00	5,000,000.00
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	11/09/12	0.00	3,500,000.00	3,500,000.00
Total for Road and Bridge General				0.00	8,500,000.00	8,500,000.00



FirstSouthwest
A PlainsCapital Company.

Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Tobacco Funds						
3024A0L94	CP - DISC	FCAR Owner Trust 0.000 11/09/12	11/09/12	0.00	1,500,000.00	1,500,000.00
CD-8753	CD	Union St Bk CD 0.650 03/15/13	12/15/12	1,631.13	0.00	1,631.13
CD-8753	CD	Union St Bk CD 0.650 03/15/13	03/15/13	1,613.21	1,006,533.75	1,008,146.96
Total for Tobacco Funds				3,244.34	2,506,533.75	2,509,778.09
Unlimited Tax Road Bonds - Series 2007						
3024A0KG9	CP - DISC	FCAR Owner Trust 0.000 10/16/12	10/16/12	0.00	10,000,000.00	10,000,000.00
3135G0EU3	AGCY CALL	FNMA 0.625 10/25/13	10/25/12	31,250.00	0.00	31,250.00
36959HLF2	CP - DISC	GE Capital Corp 0.000 11/15/12	11/15/12	0.00	10,000,000.00	10,000,000.00
36959HNN3	CP - DISC	GE Capital Corp 0.000 01/22/13	01/22/13	0.00	10,000,000.00	10,000,000.00
89233GNN2	CP - DISC	Toyota Mtr Cr 0.000 01/22/13	01/22/13	0.00	5,000,000.00	5,000,000.00
89233GP83	CP - DISC	Toyota Mtr Cr 0.000 02/08/13	02/08/13	0.00	7,000,000.00	7,000,000.00
CD-8442-1	CD-IAM	Central Nat'l Bk CD 0.750 03/18/13	03/18/13	22,793.89	3,022,623.29	3,045,417.18
89233GQT6	CP - DISC	Toyota Mtr Cr 0.000 03/27/13	03/27/13	0.00	5,000,000.00	5,000,000.00
Total for Unlimited Tax Road Bonds - Series 2007				54,043.89	50,022,623.29	50,076,667.18

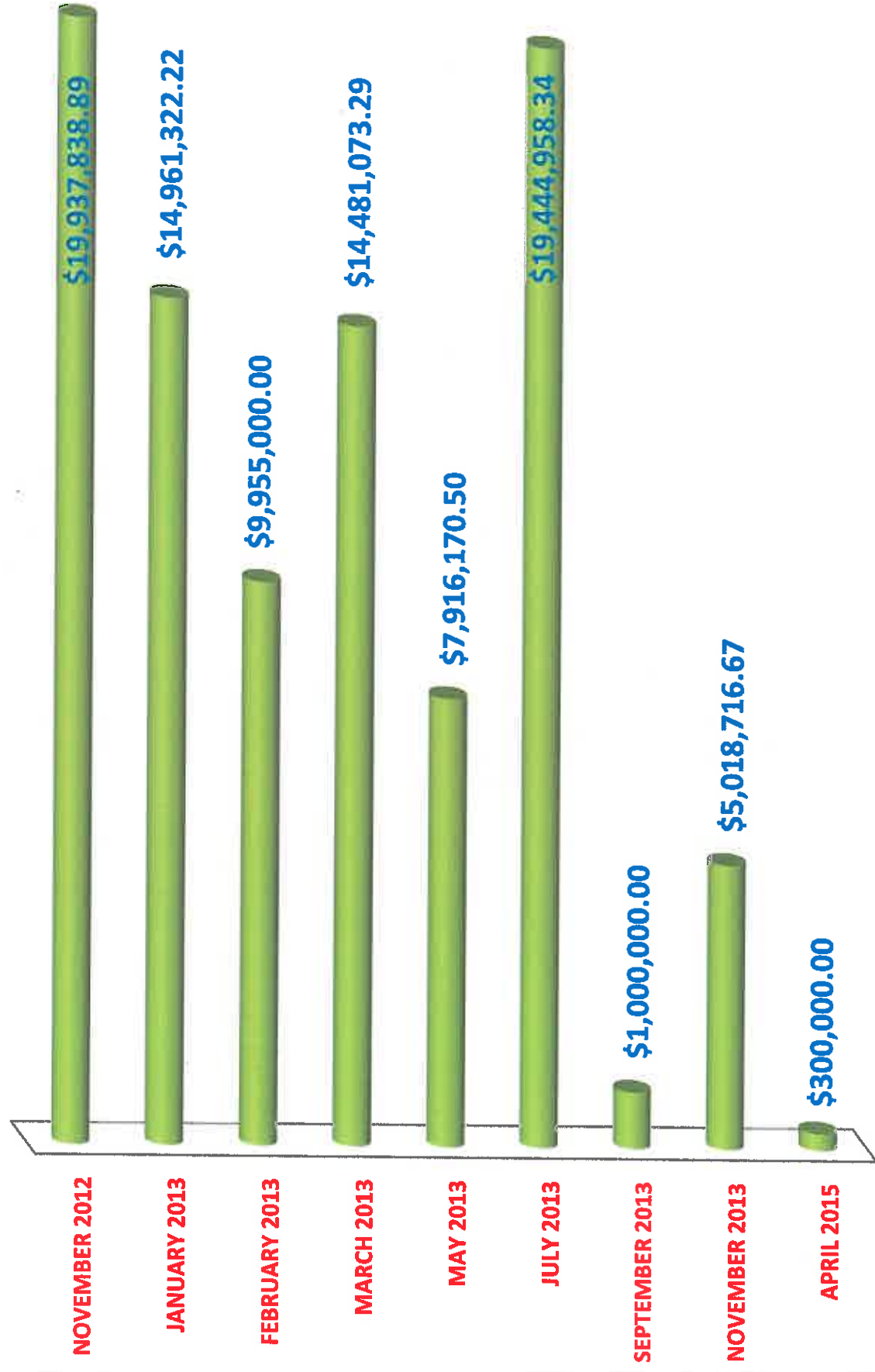


FirstSouthwest
A PlainsCapital Company

Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			October 2012	35,777.73	15,000,000.00	15,035,777.73
			November 2012	15,000.00	25,000,000.00	25,015,000.00
			December 2012	3,251.67	0.00	3,251.67
			January 2013	3,402.73	15,000,000.00	15,003,402.73
			February 2013	0.00	10,000,000.00	10,000,000.00
			March 2013	29,009.83	14,529,157.04	14,558,166.87
Total Projected Cash Flows for Williamson County				86,441.96	79,529,157.04	79,615,599.00

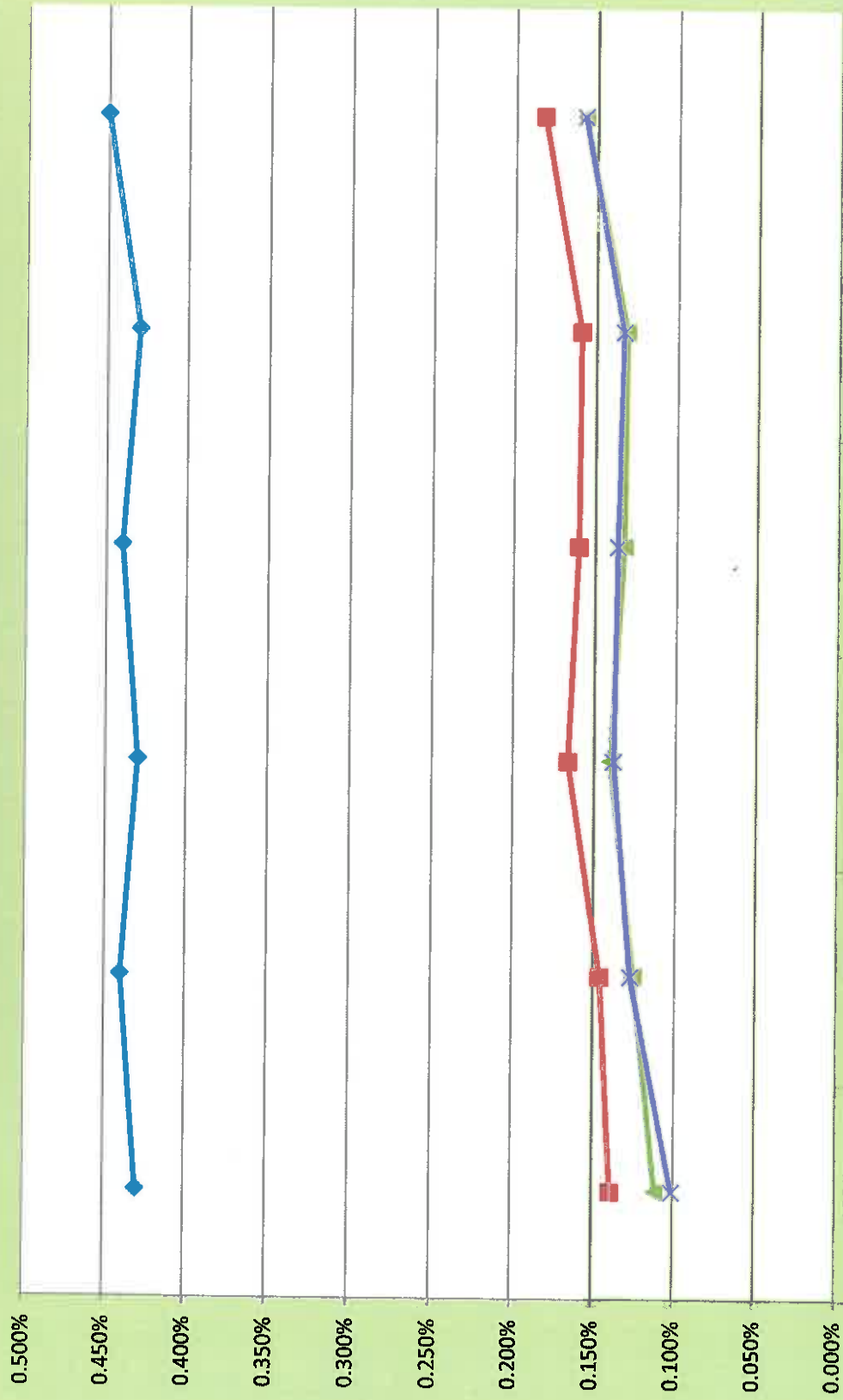
**LONGTERM INVESTMENTS BY MONTH & YEAR OF MATURITY
AS OF OCTOBER 25, 2012**



**ALL LONGTERM INVESTMENT TOTALS BY MONTH & YEAR OF MATURITY
AS OF 10/25/12**

ACCOUNT	NET AMOUNT	MATURITY DATE	CALLABLE DATE	TOTAL
GENERAL FUND	4,977,008.34	11/09/12		
ROAD & BRIDGE	3,483,905.83	11/09/12		
TOBACCO	1,493,102.50	11/09/12		
2007 ROAD BONDS	9,983,822.22	11/15/12		
NOVEMBER 2012 TOTAL				19,937,838.89
2007 ROAD BONDS	4,977,500.00	01/22/13		
2007 ROAD BONDS	9,983,822.22	01/22/13		
JANUARY 2013 TOTAL				14,961,322.22
DEBT SERVICE	2,986,500.00	02/08/13		
2007 ROAD BONDS	6,968,500.00	02/08/13		
FEBRUARY 2013 TOTAL				9,955,000.00
GENERAL FUND	4,977,956.94	03/08/13		
TOBACCO CD USB	1,000,000.00	03/15/13		
2007 ROAD BONDS CD CENTRAL NB	3,022,623.29	03/18/13		
GENERAL FUND CD CENTRAL NB	500,000.00	03/21/13		
2007 ROAD BONDS	4,980,493.06	03/27/13		
MARCH 2013 TOTAL				14,481,073.29
2007 ROAD BONDS	2,987,175.00	05/28/13		
2007 ROAD BONDS	4,928,995.50	05/31/13		
MAY 2013 TOTAL				7,916,170.50
2007 ROAD BONDS	9,963,638.90	07/12/13		
ROAD & BRIDGE	4,981,319.44	07/19/13		
DEBT SERVICE	4,500,000.00	07/31/13		
JULY 2013 TOTAL				19,444,958.34
CO CLERK ARCHIVE CD CENTRAL	1,000,000.00	09/13/13		
SEPTEMBER 2013 TOTAL				1,000,000.00
GENERAL FUND	5,018,716.67	11/14/13	11/14/12	
NOVEMBER 2013 TOTAL				5,018,716.67
FUTURE ENVIRONMENTAL LIAB	300,000.00	04/17/15	04/17/13	
APRIL 2015 TOTAL				300,000.00
TOTAL				93,015,079.91

INTEREST RATES UNION STATE BANK (USB), TEXPOOL PRIME, TEXPOOL, TEXSTAR APRIL - SEPTEMBER 2012



	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
USB	0.430%	0.440%	0.430%	0.440%	0.430%	0.450%
TEXPOOL PRIME	0.139%	0.146%	0.166%	0.160%	0.159%	0.182%
TEXPOOL	0.111%	0.125%	0.140%	0.132%	0.131%	0.157%
TEXSTAR	0.101%	0.127%	0.138%	0.136%	0.133%	0.157%

WILLIAMSON COUNTY INVESTMENT COMMITTEE					
EDUCATION REPORT					
JANUARY 2012					
COMMITTEE MEMBERS	REQUIRED HOURS	TRAINING TYPE	TRAINING DATE	TRAINING RENEWAL DATE	
DAN A. GATTIS COUNTY JUDGE	10 HOURS BI-ANNUAL	PFIA	DECEMBER 2010	DECEMBER 2012	
DAVID U FLORES COUNTY AUDITOR	10 HOURS BI-ANNUAL	PFIA	DECEMBER 2011	DECEMBER 2013	
DEBORAH M. HUNT TAX ASSESSOR/COLLECTOR	10 HOURS BI-ANNUAL	PFIA	APRIL 2011	APRIL 2013	
VALERIE COVEY COMMISSIONER PRECINCT 3	10 HOURS BI-ANNUAL	PFIA	SEPTEMBER 2009	SEPTEMBER 2011	
VIVIAN L. WOOD COUNTY TREASURER	CIO 15 HOURS ANNUALLY PFIA 2 (10 ANNUALLY)	CIO (INCLUDES PFIA)	JUNE 2012	JUNE 2013	

Public Funds Investment Act Workshops

Presented by Center for Public Management

- ★ Arlington ★ January 15-16, 2013
- ★ Wichita Falls ★ February 5-6, 2013
- ★ Waco ★ February 12-13, 2013
- ★ Mount Pleasant ★ February 26-27, 2013
- ★ Amarillo ★ March 11-12, 2013
- ★ San Angelo ★ March 25-26, 2013

★ Additional workshops are listed on our website ★

Earn 10 hours of PFIA, CPE, CGFO, and TASBO Certification Program credits for both days of a workshop, or 5 hours for one day.
There are no prerequisites for these courses.

To register and for additional information, visit our website: <http://pacs.unt.edu/cpm/>

Phone: 940-369-7843

Email address: CPMworkshops@unt.edu

Please email us with any changes that need to be made to our mailing list.

UNIVERSITY OF NORTH TEXAS™

Vivian Wood

From: GTOT [GTOT@unt.edu]
Sent: Thursday, October 04, 2012 2:23 PM
To: GTOT
Subject: Join us for the GTOT Winter Seminar

Please share the following announcement with others in your organization that need training.

GTOT Winter Seminar

Fort Worth – December 3-5, 2012

Earn up to 16.5 hours of PFIA, CPE, CGFO, and TASBO Certification Program

For details and registration, visit our website: <http://gtot.unt.edu/>

Please email us about any changes that need to be made to our mailing list.

Government Treasurers' Organization of Texas
1155 Union Circle #305129
Denton, TX 76203-5017
940-369-7843

Commissioners Court - Regular Session**7.****Meeting Date:** 11/06/2012

Asset Change

Submitted For: Auditors**Submitted By:**Connie Singleton,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

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

Background

AttachmentsAsset Change Form**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	10/31/2012 12:16 PM
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:28 AM
Form Started By: Connie Singleton		Started On: 10/31/2012 07:04 AM
	Final Approval Date: 11/01/2012	

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	mobile hanging plan center			Working
2	convex security mirrors			Working
1	wood desk and 3 drawer set			Working
1	metal work desk			Working
2	adjustable height keyboard trays			Working

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

Larry Gaddes

Larry Gaddes

Print Name

Print Name

Signature

Date 10/26/12 Phone Number +1 (512) 943-1641

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
17	cloth lobby chairs - red and blue			Working
8	plastic stacking chairs			Working
3	blue task chairs			Working
4	cloth/wood office guest chairs			Working
1				

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

Larry Gaddes

Larry Gaddes

Print Name

Print Name

Signature

 10/26/12
 Date Phone Number (512) 943-1641
TO (Transferee Department/Auction/Trade-in/Donee): Auction
**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)
Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	desk, wooden laminate, dark	74677		Working
1	desk, wooden laminate, light	n/a		Working

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

Fleet Services

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

Print Name

Print Name

Signature

Date Phone Number

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

Auction

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Laptop - Apple 15"	S/N: W850610ESQ7	C01572	Working
1	Laptop - Apple 15"	S/N: QT2474YLN4M	C02526	Working
1	Printer - HP TROY MICR 4050	USB 205 1392	n/a	Working
1	Large flat panel display LG W2363DV	S/N: 101NDHB6E97	n/a	Non-Working

Parties involved:**FROM** (Transferor Department): DISTRICT ATTORNEY
**Transferor - Elected Official/Department Head/
Authorized Staff:**

JUDY KOCIAN

Print Name

Signature

Contact Person:

JUDY KOCIAN

Print Name

October 15, 2012 +1 (512) 943-1234

Date Phone Number

RECEIVED

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

 OCT 23 2012
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

8.

Meeting Date: 11/06/2012

Discuss and consider approval of preliminary plat for Sefcik subdivision - Pct 3

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 Sefcik subdivision - Pct 3

Background

Attachments

Prelim Plat - Sefcik Subdivision

Form Review

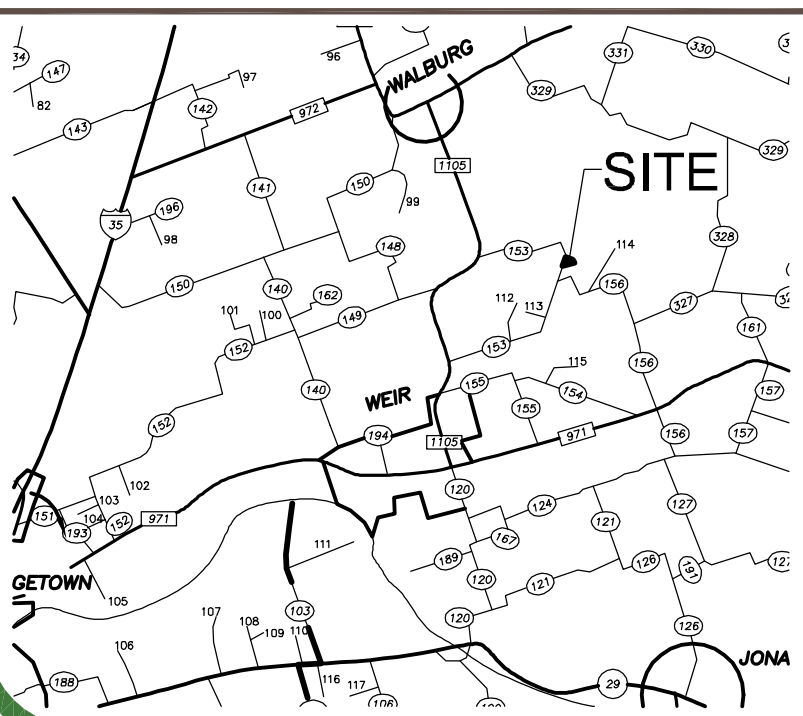
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:28 AM
Form Started By: Patrick Hughes		Started On: 10/26/2012 01:00 PM
	Final Approval Date: 11/01/2012	

L:\PROJECTS 2006\5613-1 Sefcik Tract\DRAWINGS\PLAT\Final Plat.dwg, Plat, 10/18/2012 11:43:26 AM, 1:1



1. Total Acreage: 1.128 AC.
2. Number of lots: 1
3. Number of blocks: 1
4. Water, Wastewater and Electric service will be provided by the following:
 - A. Water Service: Jonah WSC.
 - B. Wastewater/Sewage: On-Site sewage facilities (O.S.S.F.). All lot property owners will comply with 50 TAC Chapter 205 Regarding the installation, operation, and maintenance of on-site sewage facilities and required setbacks from potable water supply lines.
 - C. Electric Service: Bartlett Electric Coop.
5. In order to promote drainage away from a structure, the slab elevation must be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slop of 1/2" per foot for a distance of at least 10 feet.
6. Maintenance of drainage easements shall be the responsibility of the property owner or his assigns.
7. No lot in this subdivision is encroached by any special Flood Hazard areas inundated by the 100 Year Flood as Identified by the U.S. Federal Emergency Management Agency boundary maps, (Flood Insurance Rate Map), Community Panel No.48491C0325E, effective date September 26, 2008 for Williamson County, Texas.
8. Onsite sewage facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.
9. 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.
10. 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 the plat must install at their own expense all traffic control devices & signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.
11. Driveway for Lot 1 shall be "Dip Type".
12. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal, and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, state Aquifer Regulations, and Municipal Watershed ordinances.
13. All public roadways and easements as shown on the Plat are free of liens. Required release of liens shall be provided to the Commissioners' Court.

LOCATION MAP - NOT TO SCALE



OWNER:
WALLACE E. SEFCIK and wife
TAMMY L. SEFCIK
2020 CR 153
GEORGETOWN, TEXAS 78626

ENGINEER/SURVEYOR:
STEGER BIZZELL
1978 S. AUSTIN AVE.
GEORGETOWN, TEXAS 78626

LEGEND

- - IRON PIN FOUND
○ - IRON PIN SET
P.U.E. - PUBLIC UTILITY EASEMENT
B.L. - BUILDING LINE

**PRELIMINARY PLAT OF
SEFCIK SUBDIVISION
A 1.128 ACRE SUBDIVISION SITUATED IN THE
I & GN RAILROAD COMPANY SURVEY No.162, ABSTRACT No.789
WILLIAMSON COUNTY, TEXAS**



ADDRESS	1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626	
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181	WEB	STEGEBIZZELL.COM
SERVICES	>>ENGINEERS	>>PLANNERS	>>SURVEYORS	

Commissioners Court - Regular Session**9.****Meeting Date:** 11/06/2012

To discuss and take appropriate action on the Department of Infrastructures projects and issues update

Submitted For: Robert Daigh**Submitted By:**Lydia Linden, Unified
Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2012 03:55 PM
Form Started By: Lydia Linden		Started On: 10/25/2012 01:53 PM
	Final Approval Date: 10/25/2012	

Commissioners Court - Regular Session**11.****Meeting Date:** 11/06/2012

Consider and take appropriate action on donation of Thanksgiving lunch for Department of Infrastructure employees

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider and take appropriate action on donation of Thanksgiving Lunch for Department of Infrastructure employees and the members of the Williamson County Commissioner's Court by former Williamson County Commissioner Limmer.

Background

Commissioner Limmer for many years has provided Thanksgiving lunch to many Williamson County employees. He has offered to continue the tradition. He is aware of and will abide by all Williamson County Policies.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/02/2012 10:31 AM
Form Started By: Lydia Linden		Started On: 10/27/2012 04:58 PM
	Final Approval Date: 11/02/2012	

Commissioners Court - Regular Session**12.****Meeting Date:** 11/06/2012

Claim for Actual Moving Expense

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 claim for actual moving expenses for a billboard relocation on US 183/Parcel 2.

Background

AttachmentsBillboard Relocation Claim**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Charlie Crossfield		Started On: 11/01/2012 09:10 AM
	Final Approval Date: 11/01/2012	



Form ROW-R-99
Rev. 5/2003
Replaces Form D-15-99
GSD-BPC
Page 1 of 1

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) Lamar Advertising, Co.		Parcel No: 2 ROW CSJ No.: 0273-04-026	County: Williamson Project No.:
<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Sign <input type="checkbox"/> Other - Personal Property			
2. Address of Property Acquired by State: 11400 W. State Hwy. 29 Liberty Hill, Texas 78642 Claimant's Telephone No.: 512-451-1945		3. Address Moved To: Lamar Advertising, Co. 5110 N. General Bruce Dr. Temple, Texas 2nd Phase of Two-Phase Move	
4. Occupancy of Property Acquired by State: From (Date): March 2003 To (Date of Move): July, 2010 <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		5. Distance Moved: 50 Miles 7. Mover's Name and Address: Austin Crane Service 7020 Hwy. 290 E. Bldg. II, Ste. B Austin, TX 78723-1494	
6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	01	21	10
b. Date Property Acquired	3	25	10
c. Date Required to Move			
8. Property Storage N/A Place Stored (Name and Address): N/A			
9. Amount of Claim: a. Moving/Storage Expenses \$ 32,000.00 b. Reestablishment Expenses \$0 c. Searching Expenses \$0 d. Tangible Property Loss \$0 e. Storage \$0 f. Temporary Lodging \$ g. Total Amount \$ 32,000.00			
10. Temporary Lodging From (Date): N/A To (Date of Move): N/A			
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.			
_____ Lamar Advertising, Co. Representative		Date of Claim 9/21/12	
Spaces Below to be Completed by Williamson County			
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows: Amount of \$32,000.00 _____ Date Williamson County representative			



7020 HWY 290 E
BLDG II STE B
AUSTIN TX 78723
(512) 452-4400, Fax (512) 452-3864

January 13, 2012

Proposal Prepared
for Lamar Advertising
7020 Hwy 290 East
Austin, Texas 78723
Attention: Chris Stokes
512-451-1945

Relocation of Billboard Structure from Parcel #2

50 Mile Radius – Maintain height of 42' above overall height at ground level street pavement

- Prep site for construction
- Drill holes to set poles
- Set poles and back fill using minimum 3000 PSI concrete
- Assemble and attach uprights, walks and stringers
- Attach faces to uprights
- Attach aprons to uprights separating faces and walks
- Re-install lights and electrical (None)
- Remove spoils and clean up job site

Total Cost	<u>\$32,000.00</u>
Sub-Total	<u>\$32,000.00</u>
Sales Tax	<u>\$ 2,640.00</u>
Total	<u>\$34,640.00</u>

*Note: \$2,500 hole allowance.

Larry F. Taylor
President

Accepted by: _____

Date: _____

Special Provisions for Two-Phase Negotiated Self-Move of Advertising Signs

Since an outdoor advertising sign move only involves one item of personal property and is not normally complex in nature, an outdoor advertising sign may be pre-approved for a two-phase negotiated self-move into storage. This would include a first phase move into temporary storage and a second move from storage to a legal replacement site. Both phases of the move may be paid at the conclusion of the first phase of the move, if properly verified and documented. This allows the sign owner the ability to continue to search for a replacement site within the time limits set by OAS permitting regulations (36 months) without the potential loss of relocation assistance benefits due to the URA requiring payment to be made within 18 months. No costs for modifications at the replacement site shall be eligible unless such modification would be reasonable, necessary and required of the existing sign at any replacement site.

The entire claim for documented searching expenses and storage limited to 12 months at a third party site may also be paid at the completion of the first phase of the move for the term approved by the Region.

CERTIFICATION OF ELIGIBILITY

ROW CSJ:

Parcel: 2

Displacee: LAMAR Outdoor Advertising

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

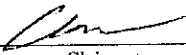
☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

If an Alien lawfully present in the United States, supporting documentation will be required.

If an incorporated business, farm or non-profit organization, I certify that I have signature authority for this entity and such entity is lawfully present in the United States.



Claimant

Date: 7/24/0

Claimant

Date:

Billboard Sign Parcel 2

Before



After



Commissioners Court - Regular Session**13.****Meeting Date:** 11/06/2012

SH 195 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 APW Corp. a Texas Corporation for ROW needed on SH 195. (PARCEL 122/125)

Background

AttachmentsAPW Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Charlie Crossfield		Started On: 11/01/2012 09:12 AM
	Final Approval Date: 11/01/2012	

REAL ESTATE CONTRACT

SH 195 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between APW CORP., a Texas corporation, (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 that certain 0.891 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 125); and

Drainage easement interest in and across all of that certain 0.087 acre located in the W. Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibits "B", attached hereto and incorporated herein (Parcel 122DE); and

Electric transmission line easement and right of way interest in and across all of those two certain 0.384 acre and 3.184 acre tracts of land, more or less, situated in the W. Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "C", attached hereto and incorporated herein (Parcel 122EE/125EE-LCRA (Parts 1-2)); and

Electric utility easement interest in and across all of that certain 0.651 acre tract of land and 0.039 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibits "D-E", attached hereto and incorporated herein (Parcel 122EE/125EE--PEC (Parts 1-2))

Waterline utility easement interest in and to all of that certain 0.266 acre tract of land, more or less, situated in the William Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "T", attached hereto and incorporated herein (Parcel 125WE--COG);

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01 The purchase price for the fee simple interest in and to the Property described in Exhibit "A" (State of Texas) shall be the sum of ONE HUNDRED TEN THOUSAND AND SIXTY FIVE and 00/100 Dollars (\$110,065.00).

2.01.1 The purchase price for the drainage easement interests in the Property described in Exhibit "B" (State of Texas) shall be the sum of ELEVEN THOUSAND AND TWENTY SEVEN and 00/100 Dollars (\$11,027.00).

2.01.2 The purchase price for the electric transmission easement interests in the Property described in Exhibit "C" (LCRA) shall be the sum of ONE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED ONE and 00/100 Dollars (\$147,901.00).

2.01.3 The purchase price for the electric easement interests in the Property described in Exhibits "D-E" (PEC) shall be the sum of SEVEN THOUSAND NINE HUNDRED TWENTY FIVE and 00/100 Dollars (\$7,925.00).

2.01.4 The purchase price for the waterline easement interests in the Property described in Exhibit "F" (COGT) shall be the sum of TWENTY THOUSAND ONE HUNDRED SIXTY and 00/100 Dollars (\$20,160.00).

The total purchase price for all of the property interests sought to be acquired herein shall be the sum of **\$297,048.00**. Pursuant to the terms of a Possession and Use Agreement executed by the parties and recorded in Document No. 2010026854, and amended by document executed by the parties on or about August 2nd, 2011, Purchaser has previously paid to Seller the amount of \$285,239.00 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **ELEVEN THOUSAND EIGHT HUNDRED AND NINE and 00/100 Dollars (\$11,809.00)**.

2.01.5 As additional compensation for the acquisition of any improvements on the Property described in Exhibit "A" (parcel 125), for the relocation of any fencing to the new boundary of parcel 125, and for any damages or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of **NINE THOUSAND ONE HUNDRED EIGHTEEN and 00/100 Dollars (\$9,118.00)**.

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.02.1. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION:** As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that within 75 days after staking of the new right of way line by Purchaser and the closing of this transaction, or on or before other date agreed to between Seller and Purchaser in writing, it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property. After the expiration of the fence replacement period any fencing still located upon the Property purchased herein is subject to immediate removal by Purchaser. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.

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 September 15, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying fee simple interest in and to the property described in Exhibit "A", deliver to the State of Texas a duly executed and acknowledged Drainage Easement conveying such interest in and to the property described in Exhibit "B", deliver to LCRA Transmission Services Corporation a duly executed and acknowledged Electric Transmission Line Easement conveying such interest in and to the property described in Exhibit "C", and deliver to Pedernales Electric Cooperative, Inc. a duly executed and acknowledged Electric Utility Easement conveying such interests in and to the property described in Exhibit "D-E", and deliver to the City of Georgetown a duly executed and acknowledged Waterline Easement conveying such interest in and to the property described in Exhibit "F", 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 "G" attached hereto. The drainage easement shall be in the form as shown in Exhibit "H" attached hereto. The LCRA electric transmission line easement shall be in the form as shown in Exhibit "I" attached hereto. The PEC Electric Utility Easement shall be in the form as shown in Exhibit "J" attached hereto. The City of Georgetown Waterline Easement shall be in the form as shown in Exhibit "K" attached hereto

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in the Grantee's favor in the full amount of the purchase price, insuring Grantee's property interest in and 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 and Additional Compensation.

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:

APW CORP., a Texas corporation

By: Bobby G. Stanton
Bobby G. Stanton
President
Date: 10/30/12

Address: P.O. Box 3000 #236
Georgetown TX 78627-8001

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

ELECTRIC UTILITY EASEMENT



THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS:

THAT BOBBY G. STANTON, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.012 acre tract of land, more or less, situated in the L.S. Walters Survey, Abstract No. 653 and the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibit "A", attached hereto and incorporated herein.

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 30th day of October, 2011-2012

[signature page follows]

GRANTOR:

Bobby G. Stanton
Bobby G. Stanton
by Brett Lester V.P.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Travis

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This instrument was acknowledged before me on this the 30 day of October, 2011 by Bobby G. Stanton, in the capacity and for the purposes and consideration recited therein. Brett Lester



Beth A. Reynolds
Notary Public, State of Texas

After recording return to:

AGREED:



Bobby G. Stanton Date

By: Brett Wester VP

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis Date
County Judge

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

August 7, 2011

Bobby Stanton
406 Sinaso
Georgetown, Texas 78628

Re: SH195 expansion project
PEC/LCRA electric easement relocation

Dear Mr. Stanton:

Please allow this letter to set out my understanding regarding our agreement for the purchase of additional electric easements for Pedernales Electric Cooperative, Inc. (PEC) and LCRA Transmission Services Corporation (LCRA) in connection with the State's SH195 expansion and realignment project in Williamson County.

In return for granting PEC an electric easement in and to approximately 0.012 acre, Williamson County will pay you the sum of \$131 (0.012 ac. (all previously encumbered with electric easement) x \$2.50/SF x 10% rights). In return for granting LCRA an electric easement in and to approximately 0.101 acre, Williamson County will pay you the sum of \$1,078 (0.101 ac (0.011 new easement area) x \$2.50/SF x 90% rights). The form of the easements will be as shown in Exhibits "A" and "B" attached.

If this meets with your understanding and discussions with Brett Lester please execute this letter where indicated below and we will have this executed by the judge and process this for payment as quickly as possible.

Please feel free to contact Brett or myself at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

M. Stephen Truesdale

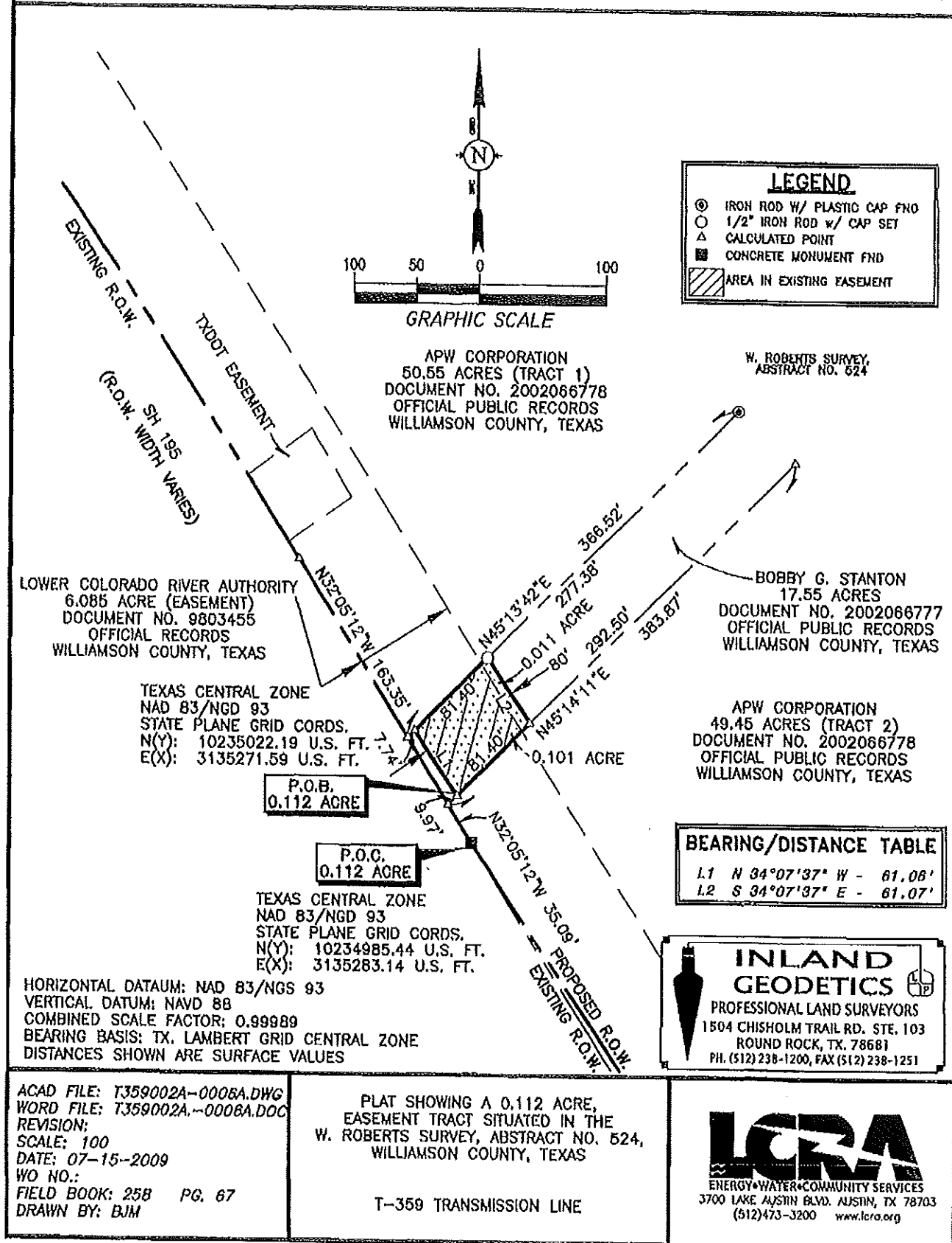
5 AUG 09

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

Date:

WORD FILE: T359002A-0006A.DOC
ACAD FILE: T359002A-0006A.DWG







5495 ~~page 2 of 4~~
Stanton

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.

EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: October 30, ~~2010~~ 2012

GRANTOR: BOBBY G. STANTON

GRANTOR'S MAILING ADDRESS: P.O. Box 3000 #236
 Georgetown, TX 78627

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
 Austin, Texas 78767

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of 0.112 acre, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: An electric transmission line consisting of four wires not to exceed a nominal voltage of 138 kV and an electric distribution line consisting of four wires not to exceed a nominal voltage of 12.5 kV, and all necessary or desirable appurtenances including above ground supporting single pole structures made of metal or concrete materials, and insulators. The project may also include GRANTEE'S communication lines installed in wires.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purpose from State Highway 195 or from an adjacent easement through an LCRA constructed gate into the EASEMENT PROPERTY. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence adjacent to the EASEMENT PROPERTY, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress. GRANTEE shall be responsible for keeping such gates secure and keeping livestock from getting out of GRANTOR'S property through such gates. GRANTEE shall have the right to use such portion of the property along and adjacent to the Easement and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, or repair of the PROJECT, or any part thereof.

GRANTEE shall have the right to place poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to replace wire or wires within the EASEMENT PROPERTY, subject to the limitations on voltage set forth above. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the above stated purpose but shall not have the right to permit any additional poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY to facilitate the joint use of the EASEMENT by any other person or legal entity. GRANTEE shall have the right to conduct archeological, historical, environmental, or soil studies on the EASEMENT PROPERTY. GRANTEE shall have the right to remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, or any structure, building, or obstruction within the EASEMENT PROPERTY, save and except fences, both barbed wire and battery charged used to contain livestock on GRANTOR'S property, which may endanger or may interfere with the safe, efficient, or convenient operation of the PROJECT or the rights of ingress and egress granted herein. GRANTOR shall not place or construct any habitable structure in or on the EASEMENT PROPERTY. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction of the PROJECT, but does not include damages, if any, to GRANTOR'S remainder property which may occur during initial construction or in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions placed on the EASEMENT PROPERTY by GRANTOR. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

This Easement and Right-of-Way includes an Addendum which is attached hereto and made a part hereof.

GRANTOR:


Bobby G. Stanton
By: *Battler v. A.*

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on Oct. 30, ~~2010~~ ²⁰¹² by
Bobby G. Stanton, GRANTOR.
Brett Lester




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Regina Thompson

Parcel 125
CSJ: 0440-02-012



**SPECIAL WARRANTY DEED
SH 195 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 and the State of Texas, acting by and through the Texas Transportation Commission, are 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 State Highway 195 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, APW CORP., a Texas corporation, 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 the State of Texas, acting by and through the Texas Transportation Commission, 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 that certain 0.891 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 125).

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.

Grantors reserve all of the oil, gas and other minerals and all subsurface water, 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 the Texas Department of Transportation 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 SH 195, 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 the State of 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 the State of 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 30th day of October, ~~2011.~~ 2012

GRANTOR:

APW CORP., a Texas corporation

By: 
Bobby G. Stanton
President

By:  VP


ACKNOWLEDGMENT

STATE OF Texas

§

COUNTY OF Travis

§

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2012 This instrument was acknowledged before me on this the 30 day of October,
2011 by Bobby G. Stanton, in the capacity and for the purposes and consideration recited
therein. Brett Lester



Beth A. Reynolds
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:



DRAINAGE EASEMENT

State Highway 195

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

That APW CORP., a Texas corporation, and its 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 the STATE OF TEXAS, acting by and through the Texas Department of Transportation, 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 following property ("Property"):

All of that certain 0.087 acre tract of land, more or less, being out of the W. Roberts Survey, Abstract No. 524, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 122E).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/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 indemnify Grantor against 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.

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 way and related improvements.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, 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 in the future 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 30th day of October, 2011-2012

GRANTOR:

APW CORP., a Texas corporation

By: [Signature]
Bobby G. Stanton
President

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 30 day of October, 2012, 2011 by Bobby G. Stanton, in the capacity and for the purposes and consideration recited therein. Brett Lester



[Signature]
Notary Public, State of Texas



51145 - panel 12266
(LCRA)
12566

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.

EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: _____, 2010

GRANTOR: APW CORP., a Texas business corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 3000 #236
 Georgetown, TX 78627

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
 Austin, Texas 78767

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: Two tracts of land consisting of 0.384 acre (Tract A) and 3.184 acres (Tract B), more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: An electric transmission line consisting of four wires not to exceed a nominal voltage of 138 kV and an electric distribution line consisting of four wires not to exceed a nominal voltage of 12.5 kV, and all necessary or desirable appurtenances including above ground supporting single pole structures made of metal or concrete materials, and insulators. The project may also include GRANTEE'S communication lines installed in wires.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purpose from State Highway 195 or from an adjacent easement through an LCRA constructed gate into the EASEMENT PROPERTY. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence adjacent to the EASEMENT PROPERTY, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress. GRANTEE shall be responsible for keeping such gates secure and keeping livestock from getting out of GRANTOR'S property through such gates. GRANTEE shall have the right to use such portion of the property along and adjacent to the Easement and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, or repair of the PROJECT, or any part thereof.

GRANTEE shall have the right to place poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to replace wire or wires within the EASEMENT PROPERTY, subject to the limitations on voltage set forth above. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the above stated purpose but shall not have the right to permit any additional poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY to facilitate the joint use of the EASEMENT by any other person or legal entity. GRANTEE shall have the right to conduct archeological, historical, environmental, or soil studies on the EASEMENT PROPERTY. GRANTEE shall have the right to remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, or any structure, building, or obstruction within the EASEMENT PROPERTY, save and except fences, both barbed wire and battery charged used to contain livestock on GRANTOR'S property, which may endanger or may interfere with the safe, efficient, or convenient operation of the PROJECT or the rights of ingress and egress granted herein. GRANTOR shall not place or construct any habitable structure in or on the EASEMENT PROPERTY. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction of the PROJECT, but does not include damages, if any, to GRANTOR'S remainder property which may occur during initial construction or in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions placed on the EASEMENT PROPERTY by GRANTOR. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

This Easement and Right-of-Way includes an Addendum which is attached hereto and made a part hereof.

GRANTOR:
APW CORP., a Texas business corporation
By: Bobby G. Stanton
Bobby G. Stanton
President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on October 30, 2012 by
Bobby G. Stanton, President, of APW CORP., a Texas business corporation, GRANTOR.
Beth A. Reynolds



Beth A. Reynolds
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Regina Thompson



GEORGETOWN UTILITY EASEMENT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

This Agreement (this "Agreement") is made on the 30th day of October, 2012, at Georgetown, Texas, between APW CORP., a Texas Corporation, whose address is _____ (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an exclusive easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of water lines and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of Twenty Thousand One Hundred Sixty and No/100 Dollars (\$20,160.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities.
4. The duration of the Easement is perpetual.
5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
6. Other than any presently recorded restrictions or uses of record, the Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area

(or any portion thereof) covered by this grant without prior written consent from Grantee.

7. In addition to the Easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of Grantor's adjacent property depicted by diagram on **Exhibit B** attached hereto and made a part hereof for all purposes (the "Temporary Construction Easement") to the extent necessary to construct and install the Facilities within the Easement Area. The duration of the Temporary Construction Easement shall be for a period of six (6) months from the date work begins on the Property. Upon the completion of such construction and installation, Grantee shall, as reasonably possible, restore the surface of the Temporary Construction Easement to the condition in which it was found before any such work was undertaken, and Grantee's right to use the Temporary Construction Easement shall thereupon terminate for all purposes.
8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
9. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 30th day of October, 2012.

GRANTOR:

APW CORP., a Texas corporation

By: Bobby G. Stanton

Bobby G. Stanton
President

STATE OF Texas

COUNTY OF Travis

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This instrument was acknowledged before me on this the 30 day of October, 2012 ~~2011~~, by Bobby G. Stanton, in the capacity and for the purposes and consideration recited herein. Brett Lester



Beth A. Reynolds
Notary Public, State of Texas

APPROVED AS TO FORM:

Mark T. Sokolow, City Attorney

AFTER RECORDING, RETURN TO GRANTEE:

Georgetown City Secretary

P.O. Box 409

Georgetown, Texas 78627



ELECTRIC UTILITY EASEMENT

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

THAT APW CORP., a Texas corporation, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.651 acre tract of land, more or less, situated in the William Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibit "A", attached hereto and incorporated herein (Parcel 125EE—PEC); and

All of that certain 0.039 acre tract of land, more or less, situated in the William Roberts Survey, Abstract No. 524, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibit "A", attached hereto and incorporated herein (Parcel 122EE—PEC)

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 30th day of October, 2011. 2012

[signature page follows]

GRANTOR:

APW CORP., a Texas corporation

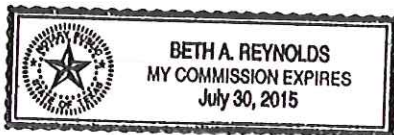
By: Bobby G. Stanton
Bobby G. Stanton
President

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Travis

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This instrument was acknowledged before me on this the 30 day of October, 2012 ~~2011~~ by Bobby G. Stanton, in the capacity and for the purposes and consideration recited therein. Brett Lester



Beth A. Reynolds
Notary Public, State of Texas

After recording return to:

Commissioners Court - Regular Session**14.****Meeting Date:** 11/06/2012

CR 170 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 Tommy Dale Arnold for ROW needed on CR 170. (PARCEL 15)

Background

AttachmentsParcel 15 Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Charlie Crossfield		Started On: 11/01/2012 09:16 AM
	Final Approval Date: 11/01/2012	

REAL ESTATE CONTRACT
CR170/A.W. Grimes Blvd.--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TOMMY DALE ARNOLD, (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 that certain 0.048 acre tract of land, more or less, situated in the Memucan Hunt Survey, Abstract No. 314, and the W.N. Barker Survey, Abstract No. 107, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Tract 15**);

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 Exhibit "A", and for any improvements on the Property or damages or cost to cure the remaining property of Seller, shall be the sum of TEN THOUSAND and 00/100 Dollars (\$10,000.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one (1) twenty foot wide concrete driveway between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller at approximately Station 12+75R as shown on Exhibit "B" 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 complies with the driveway policies and spacing requirements of the City of Round Rock, Williamson County, or other applicable permitting jurisdiction. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of this paragraph.

Payment of Purchase Price

2.03. 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 November 21, 2012, 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", 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 "C" 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.

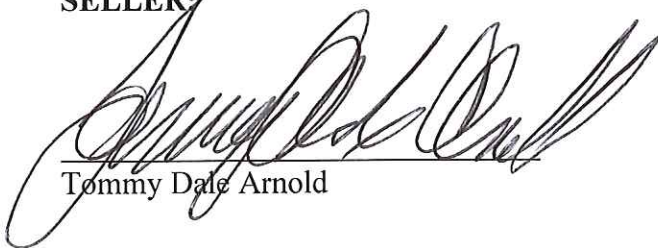
Effective Date

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 or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:


Tommy Dale Arnold

Address: 2750 A.W. Grimes
Pflugerville 78664

PURCHASER:

COUNTY OF WILLIAMSON

By: _____

Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



TRACT 15 DESCRIPTION

FOR A 0.048 ACRE TRACT OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314 AND THE W. N. BARKER SURVEY, ABSTRACT NO. 107, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 5.04 ACRE TRACT AS DESCRIBED IN A DEED TO TOMMY DALE ARNOLD AND RECORDED IN VOLUME 686, PAGE 241 OF THE DEED RECORDS OF SAID COUNTY, SAID 0.048 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found for the north corner of said 5.04 acre tract, same being an angle point on the northeast line of a called 138.543 acre tract, as described in a deed to Villages at Warner Ranch PUD, LP and recorded as Tract 1 in Document No. 199965664 of the Official Public Records of said County, same being on the southwest right-of-way line of A. W. Grimes (County Road 170), for the north corner and **POINT OF BEGINNING** hereof;

THENCE with the northeast line of said 5.04 acre tract, same being the southwest right-of-way line of said A. W. Grimes, the following two (2) courses and distances:

- 1) **S 54° 13' 38" E** for a distance of **529.59** feet to an iron rod with cap found for a point of intersection on the southwest right-of-way line of said A. W. Grimes and the northwest right-of-way line of Glenn Drive, a right-of-way easement recorded in Volume 686, Page 241 and Volume 659, Page 405 of the Deed Records of said County, for an angle point hereof, and
- 2) **S 54° 20' 14" E** for a distance of **25.24** feet to the east corner of said 5.04 acre tract, same being the north corner of a called 5.15 acre tract as described in a deed to L. G. Schwartz and recorded in Volume 659, Page 405 of the Deed Records of said County, for the east corner hereof, from which an iron rod with cap found for a point of intersection on the southeast right-of-way line of said A. W. Grimes and the southeast right-of-way line of said Glenn Drive bears, **S 54° 20' 14" E** a distance of 25.24 feet;

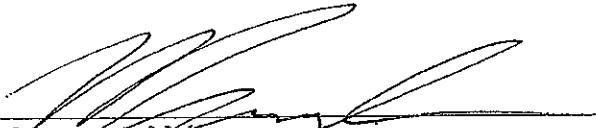
THENCE with the southeast line of said 5.04 acre tract, same being the northwest line of said 5.15 acre tract, **S 27° 45' 05" W** for a distance of **2.64** feet to a Cotton Gin Spindle set for the south corner hereof;

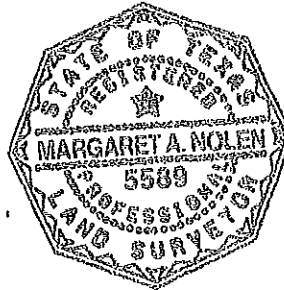
THENCE through the interior of said 5.04 acre tract, N 54° 29' 01" W for a distance of **554.50** feet to a ½" iron rod with "Baker Aicklen" cap set on the northwest line of said 5.04 acre tract, same being the northeast line of said 138.543 acre tract, for the west corner hereof;

THENCE with the northwest line of said 5.04 acre tract, same being the northeast line of said 138.543 acre tract, N 27° 45' 05" E for a distance of **5.09** feet to the **POINT OF BEGINNING** hereof and containing 0.048 acre of land.

Bearing basis is grid north for the Texas Central Zone NAD 83/93 HARN, per GPS survey performed during August, 2010.

Surveyed under the direct supervision of the undersigned during August, 2010:


Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700

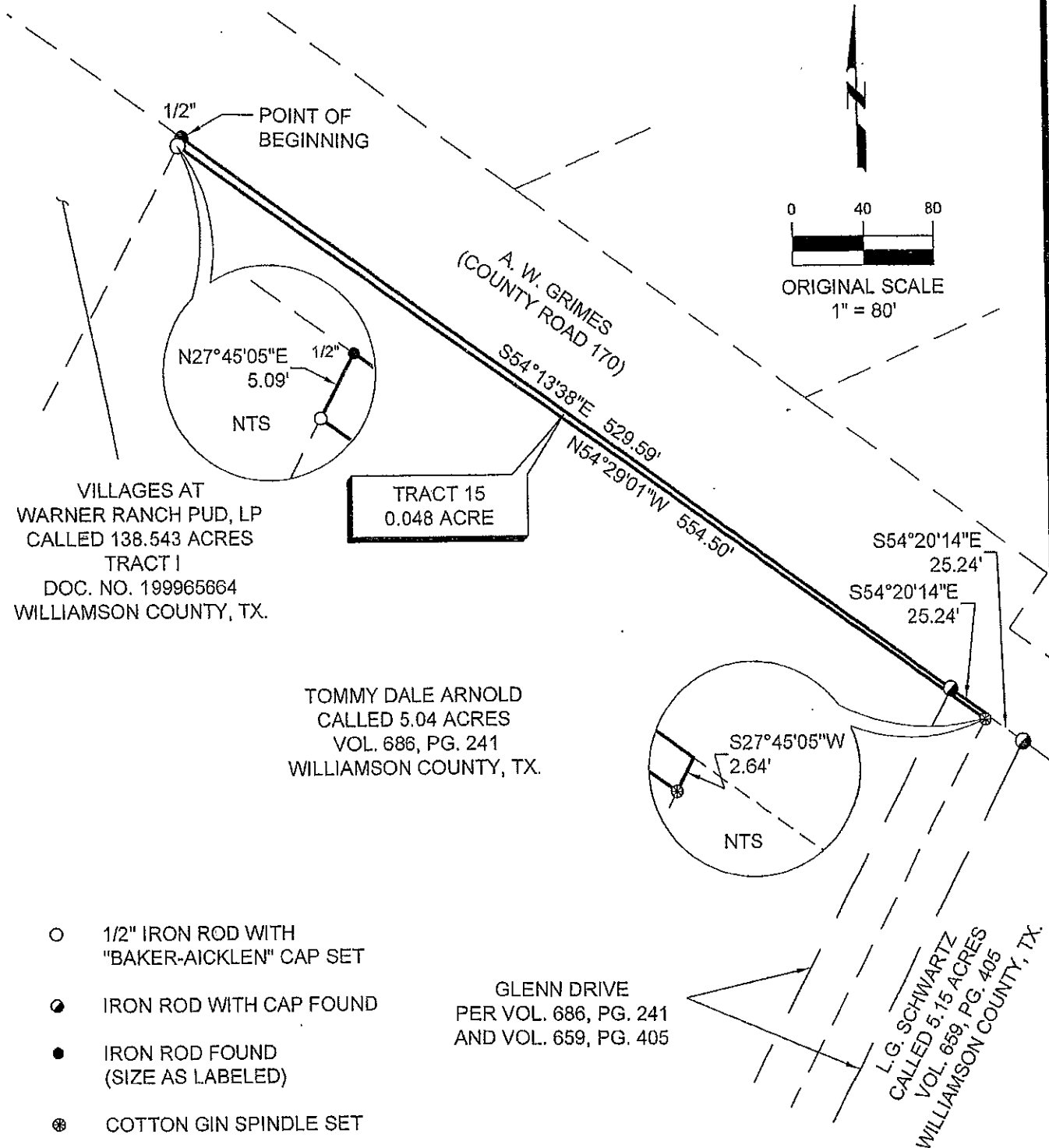


Job No.: 0711-2-039-41

Filename: W:\PROJECTS\WILLCO\CR 170\ROW DESCRIPTIONS\METES AND BOUNDS\CR 170 ROW 15 ARNOLD.DOC

SKETCH TO ACCOMPANY DESCRIPTION

MEMUCAN HUNT SURVEY, ABSTRACT NO. 314
W.N. BARKER SURVEY, ABSTRACT NO. 107



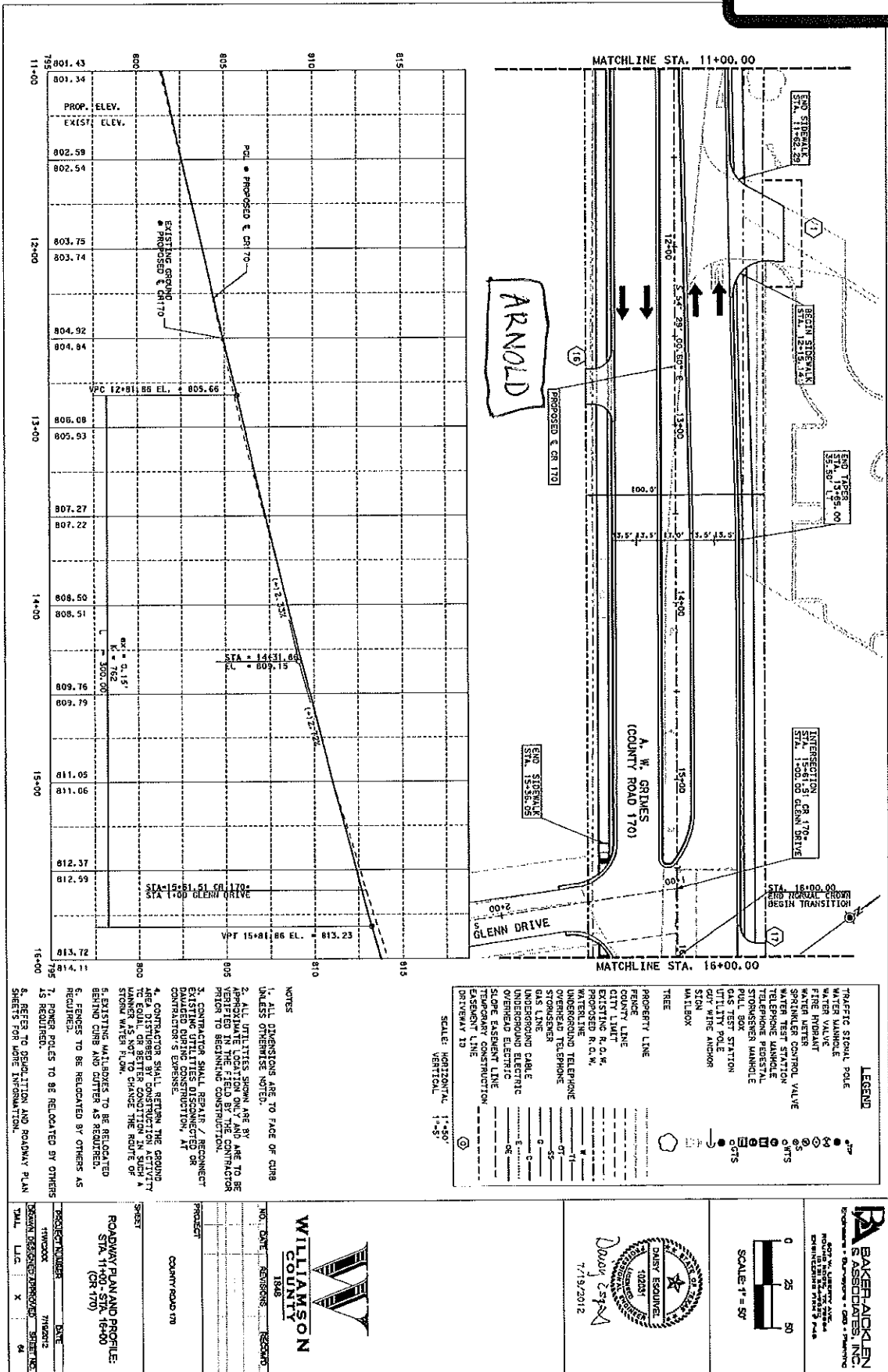
- 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET
- IRON ROD WITH CAP FOUND
- IRON ROD FOUND (SIZE AS LABELED)
- ⊗ COTTON GIN SPINDLE SET

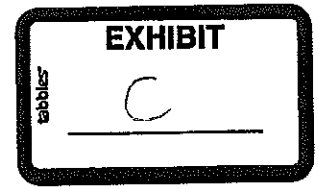
TOMMY DALE ARNOLD
VOL. 686, PG. 241
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST, 2010
JOB NO.: 0711-2-039-41
BY: R. BROOKS
CHK: M. NOLEN
PAGE 3 OF 3

BAKER-AICKLEN & ASSOCIATES, INC.
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.
CEDAR PARK, TX 78613
(512) 260-3700





SPECIAL WARRANTY DEED
CR170/A.W. Grimes Blvd. Right of Way

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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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 CR170/A.W. Grimes Blvd. 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 TOMMY DALE ARNOLD, 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 that certain tract or parcel 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 that certain 0.048 acre tract of land, more or less, situated in the Memucan Hunt Survey, Abstract No. 314, and the W. N. Barker Survey, Abstract No. 107, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Tract 15**)

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 waives 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 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, its successors or assigns, 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 CR 170/A.W. Grimes, 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 Grantor does hereby bind herself, her 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 Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2012.

GRANTOR:

Tommy Dale Arnold

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Tommy Dale Arnold, 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:

Commissioners Court - Regular Session**15.****Meeting Date:** 11/06/2012

CR 170 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 L.G. Schwartz and Tommy D. Arnold for ROW needed on CR 170. (PARCEL 16)

Background

AttachmentsParcel 16 Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Charlie Crossfield		Started On: 11/01/2012 09:17 AM
	Final Approval Date: 11/01/2012	

REAL ESTATE CONTRACT
CR170/A.W. Grimes Blvd.--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between L. G. SCHWARTZ and TOM ARNOLD a/k/a TOMMY D. ARNOLD, (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 that certain 0.048 acre tract of land, more or less, situated in the Memucan Hunt Survey, Abstract No. 314, and the W.N. Barker Survey, Abstract No. 107, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Tract 16**);

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 and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of TEN THOUSAND and 00/100 Dollars (\$10,000.00).

2.02. As Additional Compensation for the acquisition of any improvements on the Property, or for any damages or cost to cure or reconfigure the remaining property of Seller, the Purchaser shall pay the sum of FORTY NINE THOUSAND EIGHT HUNDRED FORTY THREE and 00/100 Dollars (\$49,843.00).

Payment of Purchase Price and Additional Compensation

2.03. The Purchase Price and Additional Compensation 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 November 21, 2012, 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", 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 "B" 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 and Additional Compensation.

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 or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

L. G. Schwartz
L. G. Schwartz

Address: 2750 So. A.W. Grimes
Pflugerville, Tx 78664

Tom Arnold
Tom Arnold a/k/a Tommy D. Arnold

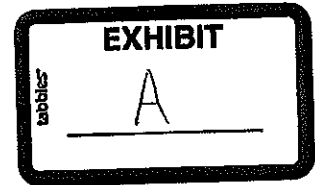
Address: 2750 So. A.W. Grimes
Pflugerville, Tx 78664

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



TRACT 16 DESCRIPTION

FOR A 0.048 ACRE TRACT OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314 AND THE W. N. BARKER SURVEY, ABSTRACT NO. 107, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 5.15 ACRE TRACT AS DESCRIBED IN THAT DEED TO L. G. SCHWARTZ AND RECORDED IN VOLUME 659, PAGE 405 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.048 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a $\frac{1}{2}$ " iron rod found for the most northerly northeast corner of said 5.15 acre tract, same being the north corner of a called 0.511 acre tract as described in a deed to Manville Water Supply Corporation and recorded in Volume 577, Page 99 of the Deed Records of said County, same being an angle point on the southwest right-of-way line of A. W. Grimes (County Road 170), for the east corner and **POINT OF BEGINNING** hereof;

THENCE with the southeast line of said 5.15 acre tract, same being the northwest line of said 0.511 acre tract, S 27° 03' 42" W for a distance of 19.86 feet to a $\frac{1}{2}$ " iron rod with "Baker Aicklen" cap set for the south corner hereof;

THENCE through the interior of said 5.15 acre tract, the following two (2) courses and distances:

- 1) with the arc of a curve to the **left**, having a radius of **1450.00** feet, an arc length of **241.49** feet, a central angle of **009° 32' 32"**, and a chord which bears, **N 49° 42' 45" W** for a distance of **241.21** feet to a $\frac{1}{2}$ " iron rod with "Baker Aicklen" cap set for a point of tangency hereof, and
- 2) **N 54° 29' 01" W** passing at a distance of 167.96 feet the east right-of-way line of Glenn Drive, a right-of-way easement recorded in Volume 659, Page 405 and Volume 686, Page 241 of the Deed Records of said County, continuing for a total distance of **193.20** feet to a cotton gin spindle set on the northwest line of said 5.15 acre tract, same being the southeast line of a called 5.04 acre tract as described in a deed to Tommy Dale Arnold and recorded in Volume 686, Page 241 of the Deed Records of said County, for the west corner hereof;

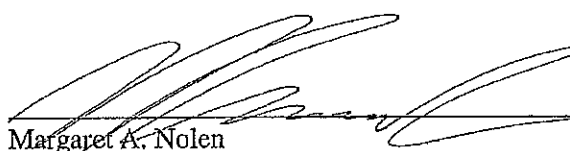
THENCE with the northwest line of said 5.15 acre tract, same being the southeast line of said 5.04 acre tract, N 27° 45' 05" E for a distance of 2.64 feet to the north corner of said 5.15 acre tract, same being the east corner of said 5.04 acre tract, for the north corner hereof, from which an iron rod with cap found for an angle point on the northeast line of said 5.04 acre tract, same being a point of intersection on the southwest right-of-way line of said A. W. Grimes and the northwest right-of-way line of said Glenn Drive bears, N 54° 20' 14" W for a distance of 25.24 feet;

THENCE with the northeast line of said 5.15 acre tract, same being the southwest right-of-way line of said A. W. Grimes, the following two (2) courses and distances:

- 1) S 54° 20' 14" E for a distance of 25.24 feet to an iron rod with cap found for an angle point hereof,
- 2) S 54° 03' 55" E for a distance of 405.77 feet the **POINT OF BEGINNING** hereof and containing 0.048 acre of land.

Bearing basis is grid north for the Texas Central Zone NAD 83/93 HARN, per GPS survey performed during August, 2010.

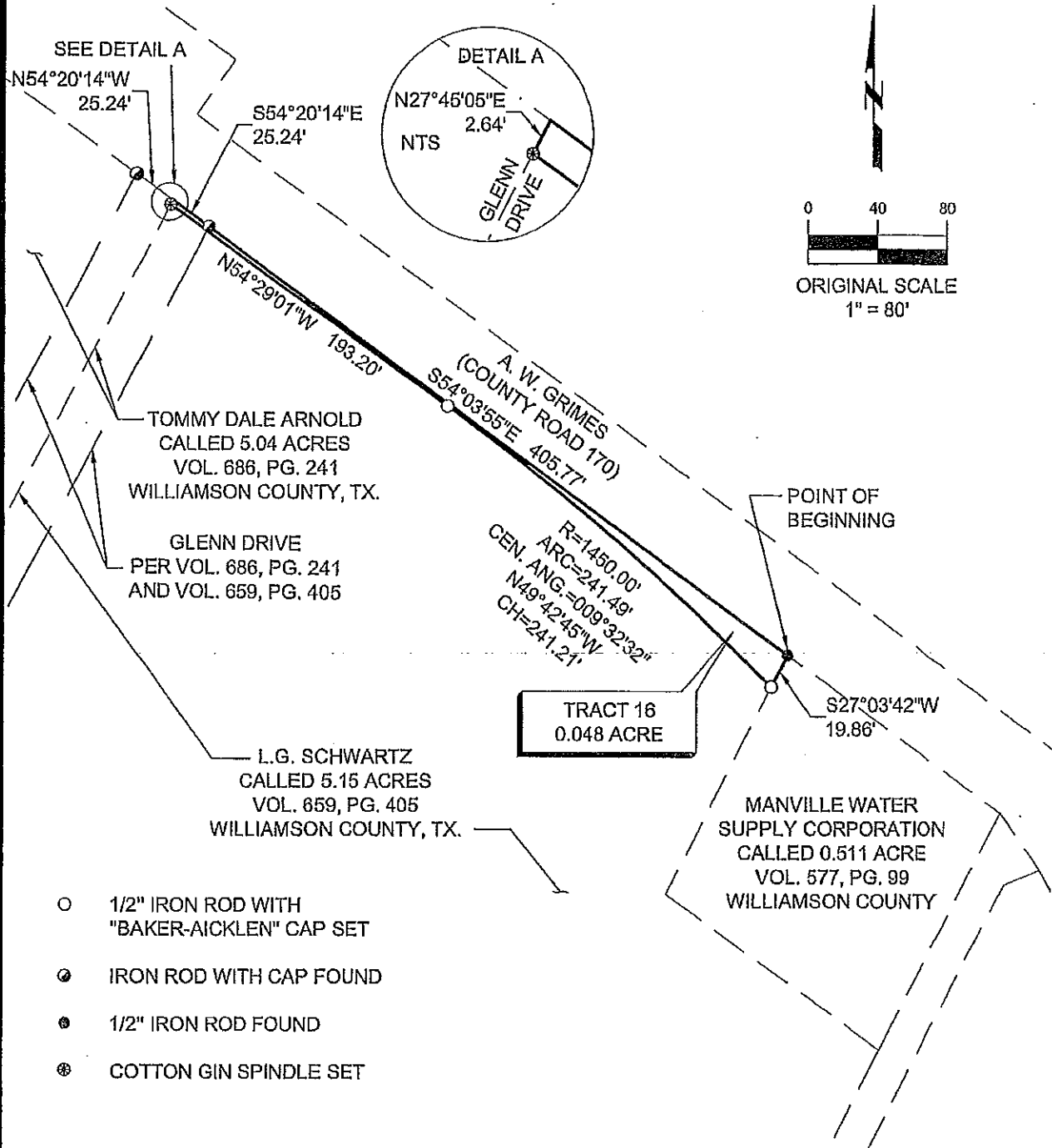
Surveyed under the direct supervision of the undersigned during August, 2010:


Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKBER-AICKLEN & ASSOCIATES, INC.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700



SKETCH TO ACCOMPANY DESCRIPTION

MEMUCAN HUNT SURVEY, ABSTRACT NO. 314
W.N. BARKER SURVEY, ABSTRACT NO. 107

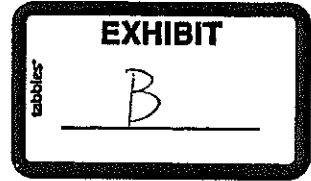


L. G. SCHWARTZ
VOL. 659, PG. 405
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST, 2010
JOB NO.: 0711-2-039-41
BY: R. BROOKS
CHK: M. NOLEN
PAGE 3 OF 3

BAKER-AICKLEN & ASSOCIATES, INC.
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.
CEDAR PARK, TX 78613
(512) 250-3700



SPECIAL WARRANTY DEED
CR170/A.W. Grimes Blvd. Right of Way

THE STATE OF TEXAS

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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 CR170/A.W. Grimes Blvd. 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 L.G. SCHWARTZ and TOM ARNOLD a/k/a TOMMY D. ARNOLD, 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 that certain tract or parcel 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 that certain 0.048 acre tract of land, more or less, situated in the Memucan Hunt Survey, Abstract No. 314, and the W. N. Barker Survey, Abstract No. 107, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Tract 16**)

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 waives 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 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, its successors or assigns, 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 CR 170/A.W. Grimes, 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 Grantor does hereby bind herself, her 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 Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2012.

GRANTOR:

L. G. Schwartz

Tom Arnold a/k/a Tommy D. Arnold

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by L. G. Schwartz and Tom Arnold a/k/a Tommy D. Arnold, 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:

Commissioners Court - Regular Session**16.****Meeting Date:** 11/06/2012

field agreement

Submitted By: Rebecca Clemons, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider approving the field agreement for Wildlife Damage Management and Predator Control.

Background

This agreement would go into effect Jan. 2013 and remain in effect until terminated by either party per the terms of the agreement. The agreement amount listed is included in the FY12/13.

Attachmentstrapper**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:28 AM
Form Started By: Rebecca Clemons		Started On: 10/29/2012 01:34 PM
	Final Approval Date: 11/01/2012	

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

Williamson County
Cooperator

In accordance with the terms of the Memorandum of Understanding between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services; The Texas A&M University System, Texas AgriLife Extension Service - Wildlife Services; and the Texas Wildlife Damage Management Association, Inc. (collectively known as the Texas Wildlife Services Program [TWSP]) a copy of which is on file at the State Office, San Antonio, Texas, this field agreement is intended to augment the wildlife damage management activities of the TWSP.

THEREFORE, It Is Mutually Agreed That:

1. The cooperative wildlife damage management program conducted under the terms of this agreement shall be under direct supervision of the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services. A local representative of the TWSP will frequently consult with the Cooperator relative to the extent of the TWSP's participation in the plans and procedures that are necessary to best serve the interest of the parties hereto.
2. The Cooperator will provide funds to the Texas Wildlife Damage Management Fund for the employment of personnel, fringe benefits, payment of travel and other expenses as necessary to fulfill the mission of the cooperative program. The TWSP will contribute to the salary, travel costs, and all other necessary expenses to carry out an effective program.
3. The State Director of the TWSP or designated official will certify as to the accuracy of all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided, that no funds of the Cooperator will be transferred to any such employee working under the terms of this agreement.
4. Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426c, as amended) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 (P.L. 100-202) for Wildlife Services to cooperate with states, individuals, public and private agencies, organizations, and institutions in the control of nuisance animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.
5. The TWSP will hold the Cooperator harmless from any liability arising from the negligent act or omission of an officer of a managing cooperative entity or employee acting within the scope of his/her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.
6. Furs or other parts of monetary value taken from wild animals will be handled in accordance with the provision of Article 3 f. of the Memorandum of Understanding.
7. This agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the appropriate managing cooperative entity that is making the funds available.
8. This agreement shall continue in force and effect until superseded or terminated. Terms and service fees may be reviewed and revised periodically. It may be amended by mutual agreement by executing a corresponding field agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

NOW, THEREFORE, Pursuant To Section 2 Above, It Is Mutually Agreed That:

1. The TWSP shall furnish supervision of the project and shall provide equipment and other supplies required in the operation of the project.
2. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of \$2700.00 / Monthly for the period:
(monthly, annually)

January 1, 2013, to Termination, to be spent primarily for the purposes outlined herein:

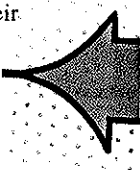
Wildlife Damage Management and Predator Control

The Cooperator further agrees to make this payment to the Texas Wildlife Damage Management Fund promptly upon receipt of a monthly invoice for services provided. The TWSP will provide a report of the wildlife damage management activities. Failure of the Cooperator to make this contribution within thirty (30) days after receipt of this invoice will, at the option of the TWSP, terminate the agreement at the end of the period.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

_____,
October 16, 2012
_____,
By _____
By Gary E. [Signature]
Cooperator
District Supervisor
By _____
State Director

STATE OFFICE



Commissioners Court - Regular Session**17.****Meeting Date:** 11/06/2012

First Amendment to Interlocal Agreement with The Ranch at Cypress Creek MUD

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

Information**Agenda Item**

Consider approving First Amendment to Interlocal Agreement with The Ranch at Cypress Creek MUD

Background

This amendment extends the term of the Interlocal Agreement for Law Enforcement Services executed by the County on January 12, 2012.

Attachments[Ranch at Cypress Creek](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/02/2012 10:31 AM
Form Started By: Deborah Wolf		Started On: 11/01/2012 09:00 AM
	Final Approval Date: 11/02/2012	

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This First Amendment to Interlocal Agreement for Law Enforcement Services ("First Amendment") is entered into effective as of the last party's execution hereof, by and between **The Ranch at Cypress Creek Municipal Utility District No. 1** (hereinafter called the "District") and WILLIAMSON COUNTY, TEXAS (hereinafter called the "County").

RECITALS

A. Whereas, the District and County entered into that certain Interlocal Agreement for Law Enforcement Services executed by the County on January 12, 2012 (the "Agreement") setting forth the terms and conditions pursuant to which the County agreed to provide additional law enforcement services within the territorial confines of the District; and

B. Whereas, the Parties desire to extend the term of the Agreement.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this First Amendment, the sufficiency of which is hereby acknowledged by the Parties, the District and the County contract and agree as follows:

Section 1. Extension of Term. The Parties agree that effective as of the expiration of its original term, the Agreement shall remain in full force and effect through _____. The Agreement may thereafter 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.

Section 2. Effect on Prior Agreement. Except as specifically modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

Section 3. Capitalized Terms. Except as specifically defined herein, all capitalized terms in this First Amendment shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested by their duly authorized officers, as of the last date of execution below.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

Date Signed: _____

APPROVED AS TO FORM AND SUBSTANCE:

WILLIAMSON COUNTY ELECTED OFFICIAL

By: _____
James R. Wilson, Sheriff

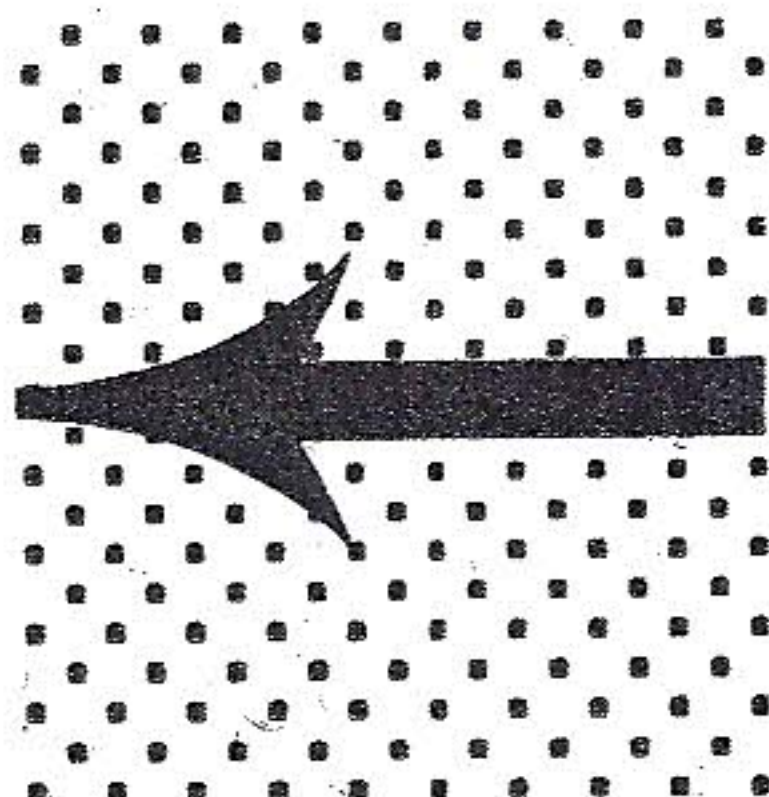
Date Signed: _____

**THE RANCH AT CYPRESS CREEK MUNICIPAL
UTILITY DISTRICT NO. 1**

By: Paul J. Klein
Printed Name: Paul J. Klein
Title: President
Date Signed: 10/22/2012

ATTEST:

By: Lori Brady
Printed Name: Lori Brady
Title: Secretary
Date Signed: 10/22/12



Commissioners Court - Regular Session**18.****Meeting Date:** 11/06/2012

Renewal for Dental Services at the Jail

Submitted For: Hal Hawes, Esq.**Submitted By:**Lucille D'Elia, County
Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding an Extension Agreement of that certain Professional Services Agreement for Dental Services at the Williamson County Jail between Todd C. Harris, P.C. and Williamson County regarding dental services for inmates at the Williamson County Jail; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

This Agreement is an extension to and including September 30, 2013. There is no change to the amount that will be paid.

AttachmentsJail Dentist**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Lucille D'Elia		Started On: 10/31/2012 02:01 PM
	Final Approval Date: 11/01/2012	

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

Date: To be effective as of April 8, 2012

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

Provider's Mailing Address:

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

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

County's Mailing Address:

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

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

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

Agreement to the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of April 8, 2012 and ending on midnight of September 30, 2013 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

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

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Dan A. Gattis,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.

By: 

Printed Name: Todd C. Harris

Representative Capacity: DENTIST

Commissioners Court - Regular Session**19.****Meeting Date:** 11/06/2012

Agreement for medical services at the jail

Submitted For: Hal Hawes, Esq.**Submitted By:**Lucille D'Elia, County
Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding an Extension Agreement of that certain Professional Services Agreement for Medical Services at the Williamson County Jail between Adam Barta, M.D. and Williamson County regarding medical services for inmates at the Williamson County Jail in accordance with Chapter 2254 of the Texas Government Code and, to the extent necessary, exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

This Agreement extends the term to and including September 30, 2013. There is no change in the amount to be paid.

AttachmentsJail doctor**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Lucille D'Elia		Started On: 10/31/2012 02:07 PM
	Final Approval Date: 11/01/2012	

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

Date: To be effective as of October 1, 2012

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4004 Sierra Drive
Austin, Texas 78731

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

County's Mailing Address:

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

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

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

Agreement to the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2012 and ending on midnight of September 30, 2013 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

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

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Dan A. Gattis,
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: _____

Printed Name: _____

Adam Barta

Representative Capacity: _____

Commissioners Court - Regular Session

20.

Meeting Date: 11/06/2012

Emergency Notification System

Submitted For: Dan Gattis

Submitted By:

Wendy Coco, County
Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Williamson County's continued participation in the CAPCOG Regional Emergency Notification System (ENS).

Background

Attachments

Emergency Notification System Letter

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Reviewed By

Wendy Coco

Date

11/01/2012 09:28 AM

Started On: 10/26/2012 03:27 PM

Final Approval Date: 11/01/2012



Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165 Austin, Texas 78744-2306
(p) 512.916.6000 (f) 512.916.6001
www.capcog.org

Betty Voights, Executive Director

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

October 19, 2012

The Honorable Dan A. Gattis
Williamson County
710 South Main, Suite 101
Georgetown, Texas 78626

Re: Emergency Notification System

Dear Judge Gattis:

Attached please find the letter agreement authorizing your jurisdiction's continued participation in the CAPCOG Regional Emergency Notification System (ENS) for the period October 1, 2012 through September 30, 2013.

Enclosed are two originals of the Letter Agreement. Please sign and retain one copy for your files. Return the second copy by mail to:

Capital Area Council of Governments, Homeland Security Division
6800 Burleson Road, Building 310, Suite 165
Austin, TX 78744

Upon receipt of a copy of this agreement, we will prepare an invoice and submit it to you for payment. The amount of this invoice will be the same as in previous years.

If you have any questions, please contact Ed Schaefer, Director of Homeland Security, at 512-916-6026 or eschaefer@capcog.org. Thank you for your support of this important regional program.

Sincerely,

Betty Voights

CC: Sheriff Jim Wilson

Jarred Thomas

Enclosures



Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165 Austin, Texas 78744-2306

(p) 512.916.6000 (f) 512.916.6001

www.capcog.org

Betty Voights, Executive Director

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

October 19, 2012

The Honorable Dan A. Gattis
Williamson County
710 South Main, Suite 101
Georgetown, Texas 78626

Re: Emergency Notification System

Dear Judge Gattis:

This letter agreement authorizes Williamson County to use the Emergency Notification System provided by the Capital Area Council of Governments under the terms and conditions set out below, for the period beginning October 1, 2012 and ending September 30, 2013.

Williamson County agrees to use the Emergency Notification System solely in accordance with the latest revision of the CAPCOG *Emergency Notification System (ENS) Policies and Procedures* as approved by the CAPCOG Executive Committee. CAPCOG agrees to perform the duties assigned to it in the latest revision of the CAPCOG *Emergency Notification System (ENS) Policies and Procedures* as approved by the CAPCOG Executive Committee.

Upon execution of this letter agreement, CAPCOG will bill Williamson County \$2141 to cover all or some part of the operating expenses associated with use of the Emergency Notification System for the contract period. Payment to CAPCOG is expected within ninety (90) days of receipt of an invoice.

If Williamson County receives a request under the Texas Public Information Act for disclosure of any of the ENS 9-1-1 database information, Williamson County agrees not to disclose the information prior to notification of CAPCOG's Emergency Communications Department in writing within two business days of the receipt of the request so that CAPCOG may advise Williamson County regarding the request.

CAPCOG may terminate this agreement at any time. However, if Williamson County violates the CAPCOG *Emergency Notification System (ENS) Policies and Procedures* and does not correct the violation within five business days after CAPCOG gives Williamson County notice of the violation, this constitutes grounds for termination of this agreement. CAPCOG may terminate this agreement by notifying Williamson County in writing of its intent to terminate, and the agreement terminates 15 calendar days after the date on the notice.

At its sole discretion, CAPCOG may immediately disable Williamson County's user account while an investigation into the violation is being conducted or while the agreement is being terminated.

Each individual signing this agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

Capital Area Council of Governments

Williamson County

By Betty Voights

By _____

Betty Voights
Executive Director

Name _____

Title _____

Commissioners Court - Regular Session**21.****Meeting Date:** 11/06/2012

Georgetown Commercial Properties

Submitted For: Bob Space**Submitted By:**Connie Singleton,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider approving the addition of Georgetown Commercial Properties LLC, represented by Tim Harris and Bob Brent to the list of vendors for real estate brokers/agents for Williamson County, RFQ #07WCRFQ505.

Background

Georgetown Commercial Properties LLC was formed in 2004 by Tim Harris and Bob Brent, two local real estate professionals who opened GCP as a full service commercial real estate brokerage firm. Georgetown Commercial Properties LLC is a licensed Real Estate Brokerage Operation, with Texas Real Estate Commission license number 0550534. In addition, Tim Harris and Bob Brent are both licensed Real Estate Brokers.

Attachments[Georgetown Commercial Properties proposal](#)**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Jonathan Harris	11/01/2012 08:15 AM
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:28 AM
Form Started By: Connie Singleton		Started On: 10/25/2012 02:24 PM
	Final Approval Date: 11/01/2012	

RESPONSE TO REQUEST FOR QUALIFICATIONS

WILLIAMSON COUNTY

PROPOSAL FROM GEORGETOWN COMMERCIAL PROPERTIES LLC

Proposal for Brokerage Services

This package was put together to establish Georgetown Commercial Properties LLC as a qualified vendor for brokerage services for Williamson County. Per the Request for Qualifications, the information presented below will meet the requirements listed.

General Information - Georgetown Commercial Properties LLC was formed in 2004 by Tim Harris and Bob Brent, two local real estate professionals who opened GCP as a full service commercial real estate brokerage firm. Georgetown Commercial Properties LLC is a licensed Real Estate Brokerage Operation, with Texas Real Estate Commission license number 0550534. In addition, Tim Harris and Bob Brent are both licensed Real Estate Brokers as well. Both the company and its brokers meet all the requirements of the Texas Real Estate Commission and the Real Estate Licensing Act, are in good standing, and regularly take classes on ethics and legal updates.

Since forming Georgetown Commercial Properties, the principals have focused on identifying key parcels of land around Williamson County that would be prime for development. They have also worked to identify quality developers that could turn these prime tracts into attractive developments that would serve the needs of the people of our community. Both Tim Harris and Bob Brent have been licensed real estate brokers for over 25 years, and can draw on that experience as they structure and fashion brokerage deals.

Experience - Since Georgetown Commercial Properties was formed, it has brokered millions of dollars of real estate deals in the Georgetown and Williamson County area. It brokered most of the properties that comprise the new Water Oak subdivision on the west side of Georgetown on Hwy 29, a 1,200 acre residential development that includes over \$45 million dollars of land purchases. GCP has also brokered buildings, land, ranches, residential and commercial lots, and just about all types of real estate since its inception. Specifically, GCP has brokered around 80 transactions totaling \$90 million since its inception.

In addition, the principals have a vast amount of business experience. Tim Harris and Bob Brent have been integral parts of the community since moving to Georgetown over 20 years ago. Their information is below:

Tim Harris

Tim Harris has held various positions with area banks, over a 30 year period. He spent 18 years with Texas American Bank in Austin. He then served as President of two banks, one in Austin and one in Georgetown. He finished his 30 year banking career at Texas Heritage Bank in Georgetown, which then merged into Regions Bank. After Tim left banking, he went to work for Georgetown Rail Equipment Company, and ran their real estate division. Tim then formed Georgetown Commercial Properties, along with Bob Brent, and spent time doing brokerage, while still managing properties for GREX.



Tim Harris has an undergraduate degree from Louisiana State University, and a graduate banking degree from Southwestern Graduate School of Banking at Southern Methodist University. He also graduated from the Executive Development program of the M.J. Neely School of Business at Texas Christian University in Ft. Worth. He has held his Texas Real Estate License since 1985. He is also a member of the Central Texas Commercial Brokers Association.

Tim Harris has served in many capacities in the Georgetown community, including stints on the Planning and Zoning Commission, the Georgetown Hospital Board, and the Chamber of Commerce Board. He served as Chairman of the Georgetown Chamber of Commerce in 1994, was elected Business Leader of the Year in 1996, and Citizen of the Year in 2001. He is a graduate of Leadership Georgetown. He served as the charter Chairman of Georgetown Partners in Education in 1995, and has been a member of the Georgetown Rotary Club since 1992, serving as President in 2005-2006. He was awarded a Lifetime Achievement Award for Economic Development by the Chamber in 2009. Tim and his wife Angie have a daughter and twin boys, and are very proud to live in Georgetown.

Bob Brent

After graduating from the University of Texas with a Bachelors degree in advertising in 1973, Bob Brent entered the real estate profession specializing in residential and land brokerage.

Bob became real estate Marketing Director in 1978 for the Barton Creek Country Club development. In 1988, Bob took the position of Marketing Director for the real estate department of the Berry Creek Country Club development. His involvement in the marketing of Berry Creek continued through 1998.



In 1978, Bob Brent and his family moved to Georgetown. He became very involved in the community that he loves.

Bob has held several leadership positions within the Georgetown community and Williamson County. His civic involvement includes the following: Chair of the Convention and Visitors Bureau, Chair of the Chamber of Commerce for 2 terms, Chair of Partners in Education, Chair of Georgetown Hospital 4-B Corporation, Board member of the Georgetown Rotary Club, and Board member of the Williamson County YMCA.

Areas of recognition include the Sertoma Club Service to Mankind Award for the Southern District, the Harry Gold Award of Excellence given by Partners in Education, and Citizen of the Year for the Georgetown community.

Bob and his wife Paula have 4 children and 5 grandchildren, and reside in Georgetown.

Project Approach - Our approach to any project is to assess the task at hand, to determine the goal of our client, and to consult each other and other resources to lay out a game plan to achieve that goal. For most of our clients, the goal is to sell the property. We analyze the highest and best use for the property, do an in-depth analysis of comparable values surrounding the property in the market area, and get a best estimate of the potential sales value of the property. We then consult with the client on our estimate of value, and work to form a consensus on an asking price. At that point, we develop a property brochure and post signage, lay out a marketing plan and begin to market the property. We utilize a number of marketing resources available to us, and are members of a number of marketing media that will assist us in making the public and other brokers aware of the property for sale. In particular, we are members of a list serve that is seen and reviewed by all commercial brokers in the Central Texas area, and we have found that resource to be very valuable to us in helping us achieve our goals. We also network with all the major brokers, developers, and commercial users in the Williamson County area, and are always promoting our listed properties to those points of contact as well. We will work very closely with our client to make sure our marketing strategy meets with their approval, and is closely aligned with their goals for the property. We think we are uniquely suited to broker commercial property in Williamson County.

Fee - Georgetown Commercial Properties only gets paid when we meet our client's goal of selling their property. We charge a 6% commission of the sales price (which is usually split with the Buyer's broker). We are available to consult on real estate transactions, for an hourly fee, but we prefer to work based on performance, as commissioned brokers.

Resume - see above section on Experience

Robert "Tim" Harris, RE License number 0341434
Robert (Bob) David Brent, RE License number 0178122

References - A list of references is provided below. We work with each of these individuals on an ongoing basis, for property analysis and consulting, for brokerage work, and for economic development work. We consider each of them a valuable resource for our community, and for our work.

Mel Pendland, President, Georgetown Chamber of Commerce
Ph. 512-930-3535
Email president@georgetownchamber.org

Marlene McMichael, Chair, Georgetown Chamber of Commerce, and CEO,
McMichael and Co. Ph. 512-818-1473
Email marlene@mcmichaelco.com

George Garver, Mayor, City of Georgetown
Ph. 512-786-7527
Email georgegarver@suddenlink.net

Alan McGraw, Mayor, City of Round Rock
Ph. 512-218-5401
Email mayormcgraw@roundrocktexas.gov

Mark Thomas, City of Georgetown Economic Development
Ph. 512-930-3688
Email Mark.Thomas@georgetown.org

Marcus Moreno, Galo Properties, Developer of Water Oak
Ph. 210-497-3385
Email marcusm@galoproperties.com

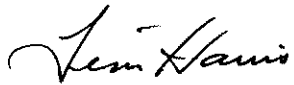
Albert Graci, CPA - Carr, Riggs and Ingram CPA firm
Ph. 512-346-1880
Email AGraci@cricpa.com

Darrick McGill - former Chair, Georgetown Chamber of Commerce
Ph. 512-331-7552
Email info@yourmoneypro.com

Financial Condition - Georgetown Commercial Properties LLC is primarily a commercial real estate brokerage firm, and as such, is mainly a pass-through entity for commissions collected, and commissions disbursed to the owner/brokers. Therefore, it does not usually publish financial statements for publication, as its assets are fairly minimal. However, if necessary, the company President would be happy to produce financial records for private review, if requested. This company has not debt, and has been around for over 8 years now, in the same location. It is very stable.

We wish to thank you for this opportunity to provide you with this proposal for qualifications and for considering us for representing the county in certain brokerage operations. We look forward to performing services for the county that are mutually beneficial to all involved, and are committed to working hard to meet or exceed your goals. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Tim Harris". The script is fluid and cursive, with the first name "Tim" and last name "Harris" clearly distinguishable.

Tim Harris
Georgetown Commercial Properties LLC
111 Cooperative Way Suite 100
Georgetown, Tx. 78626
Ph. 512-240-5325
harris@georgetownrail.com

A handwritten signature in black ink that reads "Bob Brent". The script is bold and cursive, with the first name "Bob" and last name "Brent" clearly distinguishable.

Bob Brent
Georgetown Commercial Properties LLC
111 Cooperative Way Suite 100
Georgetown, Tx. 78626
Ph. 512-240-5192
rdbrent@suddenlink.net

Commissioners Court - Regular Session**22.****Meeting Date:** 11/06/2012

Extend Lease Belford Square

Submitted For: Bob Space**Submitted By:**Connie Singleton,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider authorizing extension of Belford Square Lease, 310 W 7th Street, Suite 102, Georgetown to November 30, 2013 with Stacey Cardwell d/b/a True Blue Bail Bonds.

Background

The initial term of this lease was from December 7, 2012 to November 30, 2013. This is the first 12 month extension of a possible 24 months renewal option.

Attachments[Lease Extension 2012-13](#)**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	10/31/2012 12:17 PM
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Connie Singleton		Started On: 10/31/2012 07:19 AM
	Final Approval Date: 11/01/2012	

AGREEMENT TO EXTEND LEASE

THIS AGREEMENT TO EXTEND LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Stacey Cardwell d/b/a True Blue Bail Bonds (Lessee) and is to be effective as of the last party's execution hereof.

RECITALS:

Whereas, Lessor and Lessee entered into a certain Lease (the "Lease Agreement") dated December 7, 2011 for premises and building situated at 310 W. 7th Street, Suite 102, Georgetown, Texas 78626, formerly designated as 310-B 7th Street, Georgetown, Texas 78626 (the "Premises"); and

Whereas, the Lease Agreement will terminate on November 30, 2012 unless the Williamson County Commissioners Court approves Lessee's request to extend the Lease Agreement per the terms set forth therein;

Whereas, the Lease Agreement provided that the parties may extend the Lease Agreement for a period of one (1) year following the Termination Date of the Initial Lease Term;

Whereas, the Lessee has requested the Lease Agreement to be extended for an extended term of twelve (12) months beginning on December 1, 2012 and ending on November 30, 2013; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

AGREEMENTS:

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.
2. **Extension.** Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12) months beginning as of December 1, 2012 and ending as of November 30, 2013 (the "Extension Period").
3. **Rent During Extension Period.** Lessee shall pay Lessor Rent in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) PLUS ONE HUNDRED SEVEN DOLLARS AND 43/100 (\$107.43) as additional rent for lessee's proportionate share of real property taxes per month for the Extension Period.

4. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

5. **Full Force and Effect.** Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

6. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Date: _____, 20____

Lessee:

Stacey Cardwell d/b/a True Blue Bail Bonds, a Sole Proprietor

By: Stacey Cardwell
Stacey Cardwell

Date: Oct 28, 2012

Commissioners Court - Regular Session**23.****Meeting Date:** 11/06/2012

Executive Session

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discuss and deliberate economic development matters pursuant to Section 551.087, Texas Government Code (Deliberation Regarding Economic Development Negotiations), including the following:

a) acute care hospital in City of Round Rock with Round Rock RE Holdings, LLC

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Charlie Crossfield		Started On: 11/01/2012 09:19 AM
	Final Approval Date: 11/01/2012	

Commissioners Court - Regular Session**24.****Meeting Date:** 11/06/2012

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. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

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

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- f) Discuss proposed acquisition of property for proposed SH 29 project.
- g) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- h) Discuss proposed acquisition of property for right-of-way along CR 170.
- i) Discuss proposed acquisition and/or sale of property for Arterial H.
- j) Discuss proposed acquisition of property for right-of-way for the Pond Springs Rd. project.
- k) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
- l) Discuss proposed acquisition of property for right-of-way for Neenah Dr.
- m) Discuss proposed acquisition of property for right-of-way for Pearson Blvd.
- n) Discuss proposed acquisition of property for right-of-way for FM 1460.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/01/2012 09:29 AM
Form Started By: Charlie Crossfield		Started On: 11/01/2012 09:18 AM
	Final Approval Date: 11/01/2012	