

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 9TH, 2014
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 – 22)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0882-0882-004510	Fleet/Facility Maint&Repairs	\$1,450
From	0882-0882-003523	Fleet/Parts	\$1,450

6. Discuss, consider and take appropriate action to approve a line item transfer for the Tax Assessor/Collector's office

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004500	Maintenance Contracts	\$1,000.00
To	0100-0499-003010	Computer Equipment	\$1,000.00

7. Discuss, consider and take appropriate action on approving a line item transfer for the Tax Assessor/Collector

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-001102	P/T SALARIES	7500.00
To	0100-0499-001101	P/T SALARIES 20-30 HRS/WK	3500.00
To	0100-0499-001103	P/T SALARIES 30-40 HRS/WK	4000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencie	\$48,200
To	0100-0454-004190	JP#4/Autopsies	\$44,200
To	0100-0454-004192	JP#4/Autopsy Transport	\$4,000

9. Discuss and take action on approval of line transfers for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004350	Printed Materials	77.50
To	0100-0541-003001	Small Equip and Tools	77.50
From	0100-0541-003905	Water	200.00
To	0100-0541-003001	Small Equip and Tools	200.00
From	0100-0541-004209	Cell Phone / Pager	250.00
To	0100-0541-003001	Small Equip and Tools	250.00
From	0100-0541-004210	Internet	750.00
To	0100-0541-003001	Small Equip and Tools	750.00
From	0100-0541-004211	Telephone	150.00
To	0100-0541-003001	Small Equip and Tools	150.00
From	0100-0541-004212	Postage	100.00
To	0100-0541-003001	Small Equip and Tools	100.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$740.14
To	0100-0409-004520	Non Dept/Auction Make Ready	\$740.14

11. Discuss and consider approving a line item transfer for Technology Services

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005741	Computer Software > \$5,000	35000.00
To	0100-0503-004100	Professional Services	35000.00

12. Discuss and take approving a line item transfer for Emergency Communications:

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-4210	Internet/Email Services	\$1530.00
To	0100-0581-4232	Training, Conf., Seminars	\$1530.00

13. Discuss, consider and take appropriate action on noting in the minutes the Commissioners Education Certificate of Completion certifying that Lisa Birkman has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2014.
14. Acknowledge and enter into the official minutes of the Williamson County Commissioners Court the 2014 Certification of Compliance for certified investment training for Kathy Kohutek, First Assistant Treasurer, Deputy County Treasurer, CIO. The completion of 15 hours of instruction specific to investment education satisfies Section 2256.008 of the Texas Public Funds Investment Act.
15. Discuss, consider and take appropriate action on approving and authorizing the deletion/redaction of certain information related to computer security from the minutes and agenda notice records of August 19, 2014, as recommended by the IT Department (RE: attachment to Item No. 33 related to computer security information).
16. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-office transfer, auction, donation, destruction, or trade-in (complete list attached).
17. Consider acknowledging a renewal of the Contract for Commissary Services for the County Jail.
18. Consider approving Agreement to Extend Williamson County Professional Services Agreement for Medical Services at the County Jail.
19. Discuss, consider and take appropriate action on approval of the revised plat for Lots 36 and 37, Block C, of the Beltorre subdivision - Pct 3
20. Discuss, consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 3A subdivision - Pct 3
21. Discuss and take appropriate action on landscape license agreement between Williamson County and West Williamson County MUD #1 - Pct. 3.
22. Discuss, consider and take appropriate action on approval of final plat for the Star Ranch Sec 7 Ph 2 subdivision - Pct 4

REGULAR AGENDA

23. Discuss and take appropriate action on proclamation recognizing suicide as a public health problem and designating the month of September 2014 as "Suicide Prevention Month" in Williamson County to coincide with the 2014 National Suicide Prevention Week of September 8th through September 14th, and honoring Blake Pryor as the first recipient of the Hero for Hope Award.
24. Discuss, consider and take appropriate action on a proclamation honoring Judge Robert Lee Penn.
25. Recognize Larry Gaddes, Chief Deputy Tax Assessor/Collector, earning the designation of Certified Tax Administrator
26. Discuss and take appropriate action regarding the adoption of the FY 2014/2015 tax rates for Williamson County.
27. Discuss and take action on the implementation of a county-wide burn ban not to exceed 90 days and to authorize the County Judge to lift ban in the event drought conditions improve.
28. Discuss and take appropriate action on a resolution in support of a constitutional amendment that would authorize annual disbursements from the state's oil and gas production tax collections to the State Highway Fund.
29. To discuss, consider and take appropriate action on the Department of Infrastructure's projects and issues update.
30. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Round Rock Independent School District and the County of Williamson Texas
31. Discuss, consider, and take appropriate action on FY14/15 Budget Order
32. Discuss, consider and take appropriate action regarding approval of mutual contract termination between Williamson County and Texcavation Co., LLC related to Contract for Construction Services for Invitation for Bid #14IFB00227 (Tiger Trail Storm Drain Construction), and also authorize: 1) payment of \$12,948.00 in exchange for release of additional claims for work not yet performed; 2) allow remaining work to be performed by Road & Bridge Department; and 3) designate County Judge to sign letter agreement of contract termination and release.
33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the revenues for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$2,250.00

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the expenditures for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
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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)."

35. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
36. 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 proposed SH 29 project.
 - c) Discuss proposed acquisition of property for right-of-way for future parkland.
 - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: Arterial H
 - f) Discuss the acquisition of real property: Tradesman Crossing
 - g) Discuss the acquisition of real property: Neenah Blvd.
 - h) Discuss the acquisition of real property: Landfill properties (Chandler Rd.)
 - 2. Property or Real Estate owned by Williamson County
 - a) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
 - b) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.
 - c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
37. 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.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - e) Cause No. 13-0090-C26, Mathews v. Williamson County, In The District Court of Williamson County, Texas, 26th Judicial District.
 - f) Employee/personnel related matters
 - g) 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.

- h) 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
- i) Mortgage Electronic Recording Systems (MERS) litigation.
- j) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
- k) 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
- l) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division
- m) Claims and potential litigation regarding Ronald Reagan Boulevard North, Phase IV- Ranger Excavating, LP/Ramming Paving Company, LLC
- n) Case No. 5:14-cv-0766-XR; Wickerham v. Waterman et al., In the United States District Court for the Western District of Texas

- 38.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Williamson County officers, department heads or employees (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 39.** Discuss and take appropriate action regarding economic development matters.
- 40.** Discuss and take appropriate action on real estate.
- 41.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) 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.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - e) Cause No. 13-0090-C26, Mathews v. Williamson County, In The District Court of Williamson County, Texas, 26th Judicial District.
 - f) Employee/personnel related matters
 - g) 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.
 - h) 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
 - i) Mortgage Electronic Recording Systems (MERS) litigation.
 - j) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
 - k) 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
 - l) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division
 - m) Claims and potential litigation regarding Ronald Reagan Boulevard North, Phase IV- Ranger Excavating, LP/Ramming Paving Company, LLC
 - n) Case No. 5:14-cv-0766-XR; Wickerham v. Waterman et al., In the United States District Court for the Western District of Texas
- 42.** Discuss, consider and take appropriate action on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Williamson County officers, department heads or employees.

43. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2014 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 09/09/2014

To discuss and take appropriate action on the approval of a line item transfer for Fleet Services

Submitted By: Rose Anderson, Fleet Maintenance**Department:** Fleet Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Fleet

Background

Unexpected shop lift repairs

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0882-0882-004510	Fleet/Facility Maint&Repairs	\$1,450
From	0882-0882-003523	Fleet/Parts	\$1,450

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Rose Anderson

Final Approval Date: 09/03/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

08/28/2014 01:54 PM

09/03/2014 04:01 PM

Started On: 08/28/2014 12:56 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 09/09/2014

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action to approve a line item transfer for the Tax Assessor/Collector's office

Background

The entities that the Tax Assessor/Collector's office collects for has grown tremendously. In order to monitor any issues that arise relating to property tax and/or motor vehicles, additional equipment is needed. The Chief Deputy and the Tax Assessor/Collector need to be aware as well as able to rectify any problems that might arise outside of the normal working hours. The purchase of a laptop will provide that added security to remedy situations that come up after hours.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004500	Maintenance Contracts	\$1,000.00
To	0100-0499-003010	Computer Equipment	\$1,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 09/03/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/03/2014 02:59 PM

09/03/2014 03:05 PM

Started On: 08/29/2014 12:44 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 09/09/2014

Line Item Transfer - Part Time Salaries

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a line item transfer for the Tax Assessor/Collector

Background

Part time personnel needs in the tax office change throughout the year, this will transfer funds into the appropriate line items to cover salaries for the rest of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-001102	P/T SALARIES	7500.00
To	0100-0499-001101	P/T SALARIES 20-30 HRS/WK	3500.00
To	0100-0499-001103	P/T SALARIES 30-40 HRS/WK	4000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sandra Surratt

Final Approval Date: 09/03/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/03/2014 02:59 PM

09/03/2014 03:07 PM

Started On: 09/02/2014 09:46 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 09/09/2014

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The number of autopsy requests has increased due to population growth.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencie	\$48,200
To	0100-0454-004190	JP#4/Autopsies	\$44,200
To	0100-0454-004192	JP#4/Autopsy Transport	\$4,000

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:26 PM

Started On: 09/04/2014 11:52 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 09/09/2014

Line Item Transfers

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

Information**Agenda Item**

Discuss and take action on approval of line transfers for Emergency Management.

Background

For the purchase of a small flatbed, single axle utility trailer, approx. 14'X6' for moving equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004350	Printed Materials	77.50
To	0100-0541-003001	Small Equip and Tools	77.50
From	0100-0541-003905	Water	200.00
To	0100-0541-003001	Small Equip and Tools	200.00
From	0100-0541-004209	Cell Phone / Pager	250.00
To	0100-0541-003001	Small Equip and Tools	250.00
From	0100-0541-004210	Internet	750.00
To	0100-0541-003001	Small Equip and Tools	750.00
From	0100-0541-004211	Telephone	150.00
To	0100-0541-003001	Small Equip and Tools	150.00
From	0100-0541-004212	Postage	100.00
To	0100-0541-003001	Small Equip and Tools	100.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:26 PM

Started On: 09/04/2014 11:47 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 09/09/2014

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Non Departmental

Background

Each year we budget an amount to cover expenses related to making minor repairs on retired vehicles going to auction, We have found that a small monetary investment in a repair can often yield much more money on the sale. Because we do not know exactly how many cars will go to auction each year and/or what exactly the extent of repairs will be, this is a difficult item to estimate.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$740.14
To	0100-0409-004520	Non Dept/Auction Make Ready	\$740.14

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:22 PM

Started On: 09/03/2014 04:03 PM

Commissioners Court - Regular Session**11.****Meeting Date:** 09/09/2014

Discuss and consider approving a line item transfer for Technology Services

Submitted For: Jay Schade**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Technology Services

Background

A line item transfer of \$35,000 was done out of professional services back in July to cover additional phone services for the ESOC. There is still an unfinished SharePoint/Office 365 project that this money is now needed for. The original transfer should have been transferred out of computer software over \$5,000 instead.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005741	Computer Software > \$5,000	35000.00
To	0100-0503-004100	Professional Services	35000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 09/03/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/03/2014 02:59 PM

09/03/2014 03:07 PM

Started On: 09/03/2014 02:13 PM

Commissioners Court - Regular Session**12.****Meeting Date:** 09/09/2014

Line Item Transfer

Submitted For: Scott Parker**Submitted By:** Wendy Coco, County Judge**Department:** Emergency Communications**Agenda Category:** Consent

Information**Agenda Item**

Discuss and take approving a line item transfer for Emergency Communications:

Background

training for simulation course, requisite equipment, and materials for active assailant (shooter) events.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-4210	Internet/Email Services	\$1530.00
To:	0100-0581-4232	Training, Conf., Seminars	\$1530.00

Attachments*No file(s) attached.*

Form Review

Form Started By: Wendy Coco

Started On: 09/05/2014 02:44 PM

Final Approval Date: 09/05/2014

Commissioners Court - Regular Session**13.****Meeting Date:** 09/09/2014

Lisa Birkman continuing education

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

Information**Agenda Item**

Discuss, consider and take appropriate action on noting in the minutes the Commissioners Education Certificate of Completion certifying that Lisa Birkman has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2014.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[certificate 2014](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:24 PM

Started On: 09/04/2014 09:24 AM

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript
Reporting Period: 1/1/ 2014- 12/31/2014

Honorable Lisa Birkman
Williamson County Commissioner, Pct.1
1801 E Old Settlers Blvd Ste 110
Round Rock, TX 78664-1908

Term:
6/8/2004 - 12/31/2016

Phone: (512) 733-5380
Fax: (512) 733-5384

Last 4 digits of SSN
3577

01/01/2014	Excess hours carried from prior period	6.80
01/15/2014	First of 2014 CUC Luncheon Series	1.00
04/02/2014	Second of 2014 CUC Luncheon Series	1.00
05/02/2014	County Management Institute	11.00

Total Hours Earned: 19.80

You have met your 2014 Commissioner Statutory Continuing Education requirement.

You will carry forward 3.80 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Commissioners Court - Regular Session**14.****Meeting Date:** 09/09/2014

CIO Certificate June 2014 Kathy Kohutek

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

Information**Agenda Item**

Acknowledge and enter into the official minutes of the Williamson County Commissioners Court the 2014 Certification of Compliance for certified investment training for Kathy Kohutek, First Assistant Treasurer, Deputy County Treasurer, CIO. The completion of 15 hours of instruction specific to investment education satisfies Section 2256.008 of the Texas Public Funds Investment Act.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCIO Certificate Kathy Kohutek June 2014

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Celia Villarreal

Final Approval Date: 08/27/2014

Reviewed By

Wendy Coco

Date

08/27/2014 10:36 AM

Started On: 08/22/2014 02:18 PM

TEXAS ASSOCIATION OF COUNTIES

Certificate of Attendance

presented to

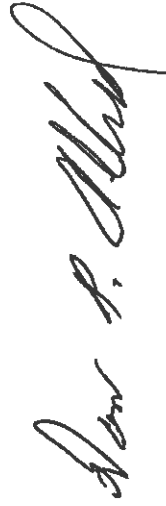
Ms. Kathy Kohutek
MEMBER, COUNTY INVESTMENT ACADEMY

for completion of 15 hours of instruction specific to investment education
that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This
ongoing commitment to continuing education provides maximum benefit to

Williamson County

2014 Conference of the County Investment Academy

June 2-4, 2014 • Omni Dallas Hotel at Park West • Farmers Branch, Texas



Hon. Don Allred, President



Gene Terry, Executive Director

Commissioners Court - Regular Session**15.****Meeting Date:** 09/09/2014

Redaction of Minutes for IT Security

Submitted By: Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving and authorizing the deletion/redaction of certain information related to computer security from the minutes and agenda notice records of August 19, 2014, as recommended by the IT Department (RE: attachment to Item No. 33 related to computer security information).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:24 PM

Started On: 09/03/2014 04:25 PM

Commissioners Court - Regular Session**16.****Meeting Date:** 09/09/2014

Asset Changes

Submitted By: Peggy Wooldridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-office transfer, auction, donation, destruction, or trade-in (complete list attached).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Change Forms

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Peggy Wooldridge

Final Approval Date: 09/04/2014

Reviewed By

Kerstin Hancock

Wendy Coco

Date

09/04/2014 09:56 AM

09/04/2014 04:22 PM

Started On: 09/02/2014 12:50 PM

Williamson County

Asset Status Change Form

Print Form

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

- ☒ TRANSFER between 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			<input type="checkbox"/>
1	Bridge			<input type="checkbox"/>
1	Credenza			<input type="checkbox"/>
1	Desk			<input type="checkbox"/>
				<input type="checkbox"/>

RECEIVED

AUG 27

Parties involved:FROM (Transferor Department): 277th District CourtAUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Wanda DavidsonWanda Davidson

Print Name

Print Name

Wanda Davidson8-26-14512-943-1277

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): County Attorney's Office

Transferee - Elected Official/Department Head/

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

Contact Person:

Stephanie LloydStephanie Lloyd

Print Name

Print Name

Stephanie Lloyd8-26-14512-943-1116

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

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	52" Ceiling Fan (in box)	Hampton Bay	0	BROKEN GLOBE WORKING
1	Patient Moving Tarp	BEARTRICS	0	WORKING
2	WHELEN Light Bars	EDGE ULTRA 9000	0	NON WORKING
4	Ferno Stair chair			WORKING

Parties involved:

FROM (Transferor Department): EMS - WAREHOUSE

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

JOE GRANBERRY

BUTCH DENNIS

Print Name

Print Name

Signature

Date Phone Number

512-563-0812

TO (Transferee Department/Auction/Trade-in/Donee): TONY HILL - COUNTY WAREHOUSE

Transferee - Elected Official/Department Head/

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

Contact Person:

RECEIVED

JOE GRANBERRY

Print Name

Print Name

AUG 26 2014

TONY HILL

Signature

Date Phone Number

512-945-1240

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Casio DR-270HD Tax & Exchange Calculator			Working <input type="checkbox"/>
1	Canon MP25DIII Calculator			Working <input type="checkbox"/>
1	Canon MP12DH Calculator			Working <input type="checkbox"/>
1	Super Circuits security Camera recorder	S/N:8AI10224		Working <input type="checkbox"/>
1	Super Circuits Monitor			Non-Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Tax Assessor Collector

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

Larry Gaddes

Print Name

Signature

Contact Person:

Margarita Sanchez

Print Name

5122382145

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.)
Contact Person:AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Memorex TV w/ DVD & VHS			Non-Working <input type="checkbox"/>
1	HP Laser Jet 4350N	CNGXB51892	100364	Working <input type="checkbox"/>
2	Brown Lobby Chairs			Working <input type="checkbox"/>
3	Green Lobby Chairs			Working <input type="checkbox"/>
4	Task Chairs			Working <input type="checkbox"/>

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

Larry Gaddes

Print Name

Signature

Contact Person:

Margarita Sanchez

Print Name

5122382145

Date Phone Number

RECEIVED

AUG 22 2014

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

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

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Monitor	5/NCN-0MWNX76-72872-33N-ASAL		
1	Computer	CO 2352		
1	Key board	N/A		
1	Mouse	N/A		
	Cables	N/A		

Parties involved:

FROM (Transferor Department): County Court at Law No. 1

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Fernanda Muñoz

Print Name

Print Name

Fernanda Muñoz

8/19/14

512-943-1200

Signature

Date

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

RECEIVED

Print Name

Print Name

Signature

Date

Phone Number

AUG 21 2014
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**17.****Meeting Date:** 09/09/2014

Commissary Services Contract Renewal for County Jail

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

Information**Agenda Item**

Consider acknowledging a renewal of the Contract for Commissary Services for the County Jail.

Background

This renewal (Williamson County Request for Proposals #12RFP002) between the Williamson County Sheriff's Office and Keefe Commissary Network, LLC is for the renewal term of October 1, 2014 to September 30, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Keefe](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:23 PM

Started On: 09/04/2014 09:32 AM



August 19, 2014

Williamson County Purchasing Department
Attn: Bob Space
301 SE Inner Loop Suite 106
Georgetown, TX 78626

Re: Contract Renewal Commissary Services for Williamson County Jail

Mr. Space:

This letter is to inform you that Keefe Commissary Network wishes to renew the contract for Commissary Services for Williamson County Jail at the same terms and conditions as the existing contract. The renewal period will be for the next fiscal year beginning October 1, 2014 through September 30th, 2015.

Keefe Commissary Network is also including the option for commissary phone order entry to be provided in conjunction with vendor under contract for inmate phone services for the Williamson County Jail.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kevin Myers', with a long, sweeping horizontal line extending to the right.

Kevin Myers
Regional Vice President
Keefe Commissary Network
(972) 272-1564

Commissioners Court - Regular Session**18.****Meeting Date:** 09/09/2014

Agreement to Extend Professional Services Agreement for County Jail

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

Information**Agenda Item**

Consider approving Agreement to Extend Williamson County Professional Services Agreement for Medical Services at the County Jail.

Background

This agreement extends the term of the Professional Services Agreement from October 1, 2014 until September 30, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBarta-2014

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 09/05/2014

Reviewed By

Wendy Coco

Date

09/05/2014 10:17 AM

Started On: 08/28/2014 03:11 PM

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

Date: To be effective as of October 1, 2014

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 Amendment and Extension Agreement:**

The agreement subject of this Amendment and 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").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

- B.** To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and 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.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2014 and ending on midnight of September 30, 2015 ("Extended Term").

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

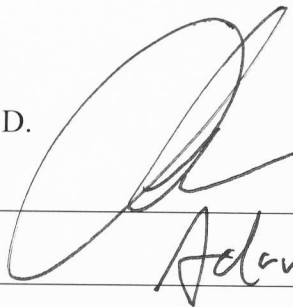
Dan A. Gattis,
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: _____

Printed Name: _____


Adam Barta M.D.

Representative Capacity: _____

Commissioners Court - Regular Session**19.****Meeting Date:** 09/09/2014

Discuss consider and take appropriate action on approval of revised plat for Lots 36 and 37 Block C of the Beltorre 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, consider and take appropriate action on approval of the revised plat for Lots 36 and 37, Block C, of the Beltorre subdivision - Pct 3

Background

This is a simple combination of Lots 36 and 37 into a single lot.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amended Plat - Beltorre Blk C Lots 36 & 37

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 09/03/2014

Reviewed By

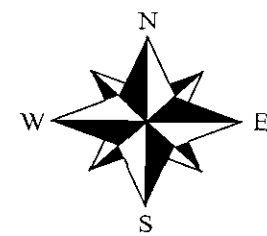
Wendy Coco

Date

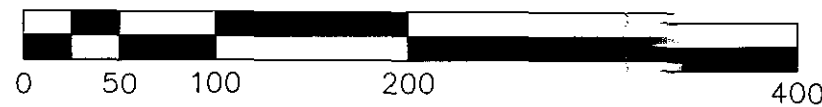
09/03/2014 02:59 PM

Started On: 08/29/2014 03:22 PM

AMENDED PLAT OF LOTS 36 & 37, BLOCK C, BELTORRE SUBDIVISION

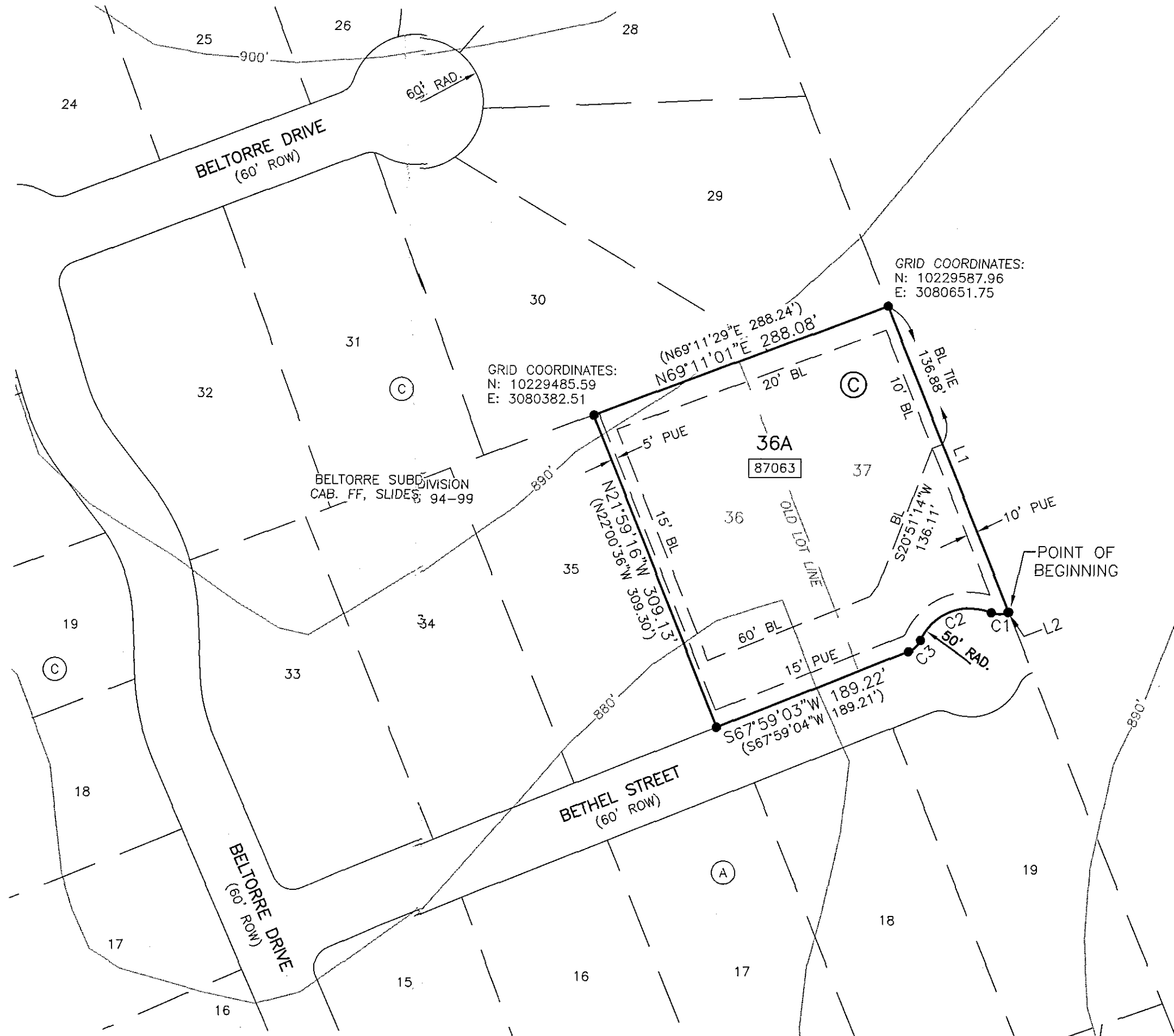


1"=100'



BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

LEGEND:
● = IRON ROD WITH PLASTIC CAP FOUND
⊙ = BLOCK NAME
PUE = PUBLIC UTILITY EASEMENT
BL = BUILDING SETBACK LINE
6549 = LOT AREA IN SQUARE FEET



200.00 AC. - TRACT 1
RAGSDALE RANCH
DOCUMENT NO. 2009080791
4800 FM 3405
GEORGETOWN, TX 78633

OWNERS:
KEVIN AND LINDA ROSS
9424 BETHANY PLACE
MONTGOMERY VILLAGE, MD 20886

TOTAL NUMBER OF LOTS: 1
LOT AREA:
LOT 36A = 87064 SQ. FT.
TOTAL AREA OF THIS PLAT: 1.999 ACRES (87064 SQ. FT.)
RESIDENTIAL: 1
NEW STREETS: NONE

FIELD NOTES:

OF A 1.999 ACRE TRACT OF LAND SITUATED IN THE T.W. MEDCALF SURVEY ABSTRACT NO. 412, WILLIAMSON COUNTY, TEXAS; BEING ALL OF LOTS 36 AND 37, BLOCK C, BELTORRE SUBDIVISION, RECORDED IN CABINET FF, SLIDES 94-99, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS; BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

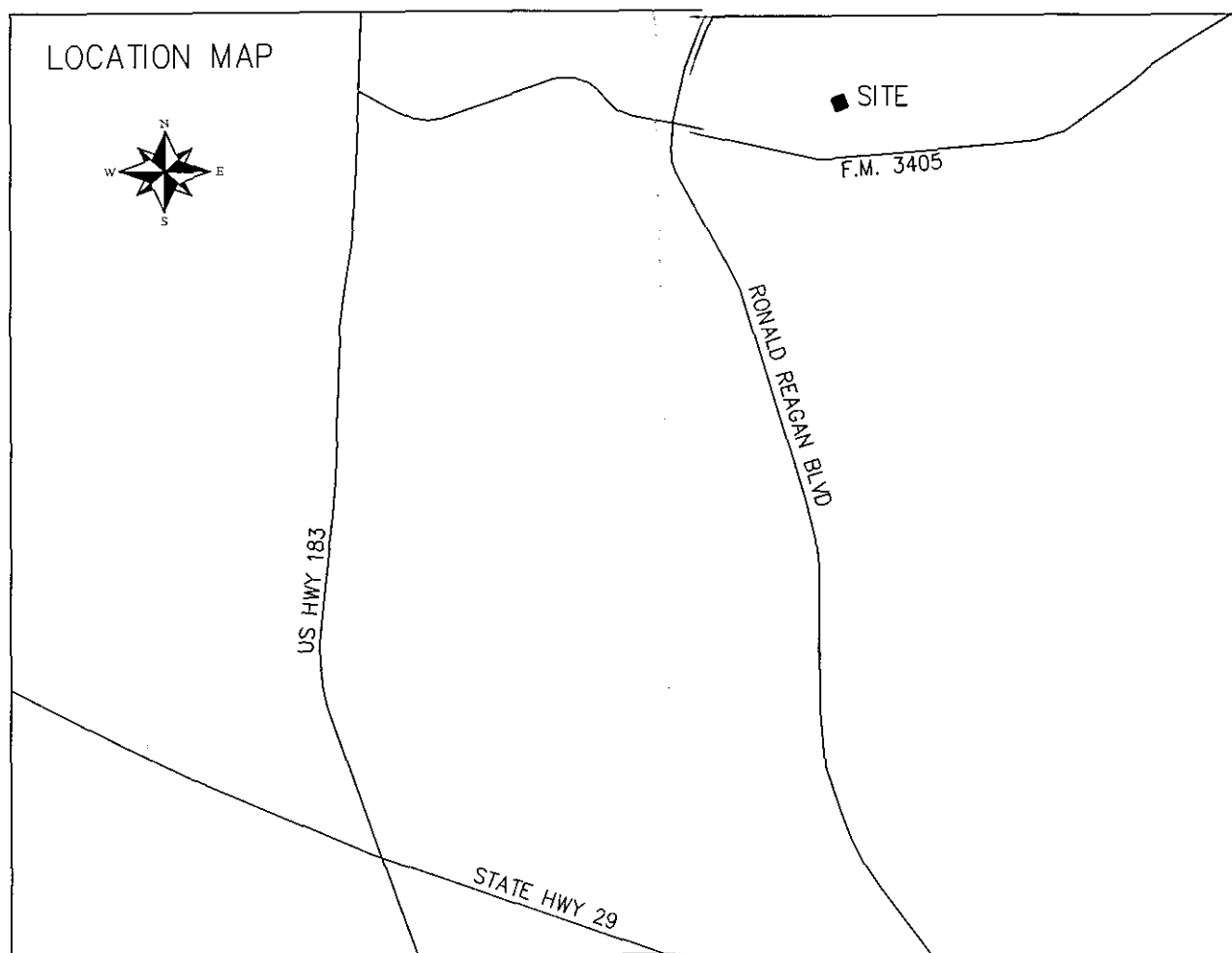
BEGINNING AT AN IRON ROD WITH PLASTIC CAP FOUND IN THE WESTERLY LINE OF A 200.00 ACRE TRACT OF LAND, DESCRIBED IN A DEED OF RECORD TO RAGSDALE RANCH, IN DOCUMENT NO. 2009080791, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND THE EASTERLY TERMINUS OF BETHEL STREET (60' R.O.W.) FOR THE SOUTHEAST CORNER OF SAID LOT 37 AND THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHERLY LINE OF SAID BETHEL STREET AND THE SOUTHERLY LINE OF SAID LOTS 36 AND 37 THE FOLLOWING FIVE COURSES:

1. S67°59'45"W, A DISTANCE OF 1.01 FEET TO A IRON ROD WITH PLASTIC CAP FOUND AT A POINT OF CURVATURE TO THE RIGHT;
 2. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 15.45 FEET, AND A CHORD WHICH BEARS S89°35'54"W, A DISTANCE OF 15.07 FEET TO AN IRON ROD WITH PLASTIC CAP FOUND FOR A POINT OF REVERSE CURVATURE;
 3. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 77.42 FEET, AND A CHORD WHICH BEARS S68°06'58"W, A DISTANCE OF 69.91 FEET TO AN IRON ROD WITH PLASTIC CAP FOUND FOR A POINT OF REVERSE CURVATURE;
 4. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 15.42 FEET, AND A CHORD WHICH BEARS S46°06'35"W, A DISTANCE OF 15.05 FEET TO AN IRON ROD WITH PLASTIC CAP FOUND AT THE END OF SAID CURVE;
 5. S67°59'03"W, A DISTANCE OF 189.22 FEET TO AN IRON ROD WITH PLASTIC CAP FOUND FOR THE SOUTHEAST CORNER OF LOT 35, BLOCK C OF SAID BELTORRE SUBDIVISION AND THE SOUTHWEST CORNER OF SAID LOT 36 AND THE HEREIN DESCRIBED TRACT;
- THENCE N21°59'16"W, A DISTANCE OF 309.13 FEET, WITH THE COMMON LINE OF SAID LOTS 35 AND 36 TO AN IRON ROD WITH PLASTIC CAP FOUND IN THE SOUTHERLY LINE OF LOT 30, BLOCK C OF SAID BELTORRE SUBDIVISION FOR THE NORTHEAST CORNER OF SAID LOT 35 AND THE NORTHWEST CORNER OF SAID LOT 36 AND THE HEREIN DESCRIBED TRACT;
- THENCE N69°11'01"E, A DISTANCE OF 288.08 FEET, WITH THE SOUTHERLY LINES OF SAID LOT 30 AND LOT 29, BLOCK C OF SAID BELTORRE SUBDIVISION AND THE NORTHERLY LINES OF SAID LOTS 36 AND 37 TO AN IRON ROD WITH PLASTIC CAP FOUND IN THE WESTERLY LINE OF SAID 200.00 ACRE TRACT FOR THE NORTHEAST CORNER OF SAID LOT 37 AND THE HEREIN DESCRIBED TRACT;
- THENCE S22°00'15"E, A DISTANCE OF 303.21 FEET, WITH THE WESTERLY LINE OF SAID 200.00 ACRE TRACT AND THE EASTERLY LINE OF SAID LOT 37 TO THE POINT OF BEGINNING CONTAINING 1.999 ACRES OF LAND, MORE OR LESS.

LINE TABLE			
NUMBER	DIRECTION	DISTANCE	RECORD CALL
L1	S22°00'15"E	303.21'	(S22°00'56"E 303.23')
L2	S67°59'45"W	1.01'	(S67°59'04"W 1.01')

CURVE TABLE							
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT	RECORD CHORD
C1	44°16'18"	20.00'	15.45'	S89°35'54"W	15.07'	8.14'	(S89°48'29"W 15.12')
C2	88°42'40"	50.00'	77.42'	S68°06'58"W	69.91'	48.89'	(S67°59'04"W 69.99')
C3	44°11'17"	20.00'	15.42'	S46°06'35"W	15.05'	8.12'	(S45°46'36"W 15.12')



AMENDED PLAT OF LOTS 36 & 37, BLOCK C, BELTORRE SUBDIVISION

STATE OF Maryland
COUNTY OF Montgomery KNOW ALL MEN BY THESE PRESENTS

WE, KEVIN AND LINDA ROSS, OWNERS OF LOTS 36 AND 37, BLOCK C, OF BELTORRE SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET FF, SLIDES 94-99, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, HAVING BEEN CONVEYED TO US BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2013045761 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY AMEND SAID LOTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "AMENDED PLAT OF LOTS 36 & 37, BLOCK C, BELTORRE SUBDIVISION."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 9th DAY OF August, 2014

Kevin Ross
KEVIN ROSS
9424 BETHANY PLACE
MONTGOMERY VILLAGE, MD 20886

Linda Ross
LINDA ROSS
9424 BETHANY PLACE
MONTGOMERY VILLAGE, MD 20886

STATE OF TEXAS
COUNTY OF WILLIAMSON

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Joe M. England
JOE M. ENGLAND, JR.
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

8/29/14
DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Deborah L. Marlow, R.S. 8/19/2014
DEBORAH L. MARLOW, RS, OS0029596 DATE
ASSISTANT DEPUTY DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

STATE OF Maryland
COUNTY OF Montgomery KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, KEVIN ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF August, 2014

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Maryland
MY COMMISSION EXPIRES ON 3-01-2017

Diana N. Lopez-Cruz
DIANA N. LOPEZ-CRUZ
Notary Public
Montgomery County
Maryland
My Commission Expires Mar. 1, 2017

STATE OF Maryland
COUNTY OF Montgomery KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, LINDA ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF August, 2014

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Maryland
MY COMMISSION EXPIRES ON 3-01-2017

Diana N. Lopez-Cruz
DIANA N. LOPEZ-CRUZ
Notary Public
Montgomery County
Maryland
My Commission Expires Mar. 1, 2017

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

THAT, PROSPERITY BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013045761 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY CONSENT TO THE AMENDMENT OF SAID LOTS AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "AMENDED PLAT OF LOTS 36 & 37, BLOCK C, BELTORRE SUBDIVISION."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18th DAY OF August, 2014

SIGNATURE: [Signature]
NAME: Philip L. McLaughlin
TITLE: Asst. Dir.
ADDRESS: 3011 Williams Dr
CITY/STATE/ZIP: Georgetown, TX 78628

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, Philip L. McLaughlin, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF Aug, 2014

Joyce L. Paul
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON 10-7-2014

Joyce L. Paul
JOYCE L. PAUL
Notary Public, State of Texas
My Commission Expires 10-07-2014

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK ____ M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20__ A.D., AT ____ O'CLOCK, ____ M., IN THE PLAT RECORDS OF SAID COUNTY IN IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NO. _____

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

NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

PLAT NOTES

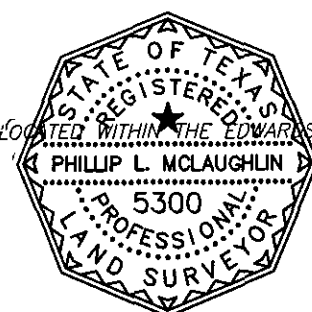
1. THIS AMENDED PLAT DOES NOT REMOVE ANY RESTRICTIONS. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF BELTORRE SUBDIVISION, RECORDED IN CABINET FF, SLIDES 94-99, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.
2. THIS PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0275E, EFFECTIVE SEPTEMBER 26, 2008).
3. A 15-FOOT PUBLIC UTILITY EASEMENT, ADJACENT TO ALL RIGHT-OF-WAYS AND A 5-FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL SIDE LOT LINES ARE HEREBY DEDICATED WITH THIS PLAT.
4. IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS, IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
5. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION 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 CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
6. ALL PUBLIC ROADWAYS, RIGHT-OF-WAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
7. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY OSSF AND WATER SERVICE WILL BE PROVIDED BY CHISHOLM TRAIL SUD.
8. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
9. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
10. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO BETHEL STREET.

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF TRAVIS:

I, PHILLIP L. McLAUGHLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

Phillip L. McLaughlin
PHILLIP L. McLAUGHLIN
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5300



THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE

ER
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

Commissioners Court - Regular Session**20.****Meeting Date:** 09/09/2014

Discuss consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 3A subdivisor
- Pct 3

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 3A
subdivision - Pct 3

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Santa Rita Ranch Ph 1 Sec 3A

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 09/03/2014

Reviewed By

Wendy Coco

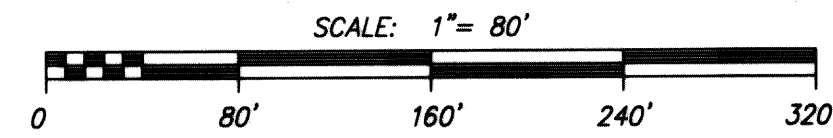
Date

09/03/2014 02:59 PM

Started On: 09/02/2014 01:21 PM

SCALE: 1" = 80'

A horizontal graphic scale bar with tick marks at 0, 80', 160', 240', and 320'. The bar is divided into four equal segments, each representing 80 feet. The first segment is divided into four smaller squares, each representing 20 feet.



SANTA RITA KC, LLC
90.13 ACRES
DOCUMENT No.
2008093412
OPRWC

SANTA RITA KC, LLC ET AL
10.30 ACRES
DOCUMENT No.
2013074340
OPRWC

SANTA RITA KC, LLC
90.13 ACRES
DOCUMENT No.
2008093412
OPRWC

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	N14°08'47"E
L2	16.57'	N14°08'47"E
L3	33.43'	N14°08'47"E
L4	30.53'	N67°51'38"W
L5	30.53'	N67°51'38"W
L6	50.00'	N14°08'47"E

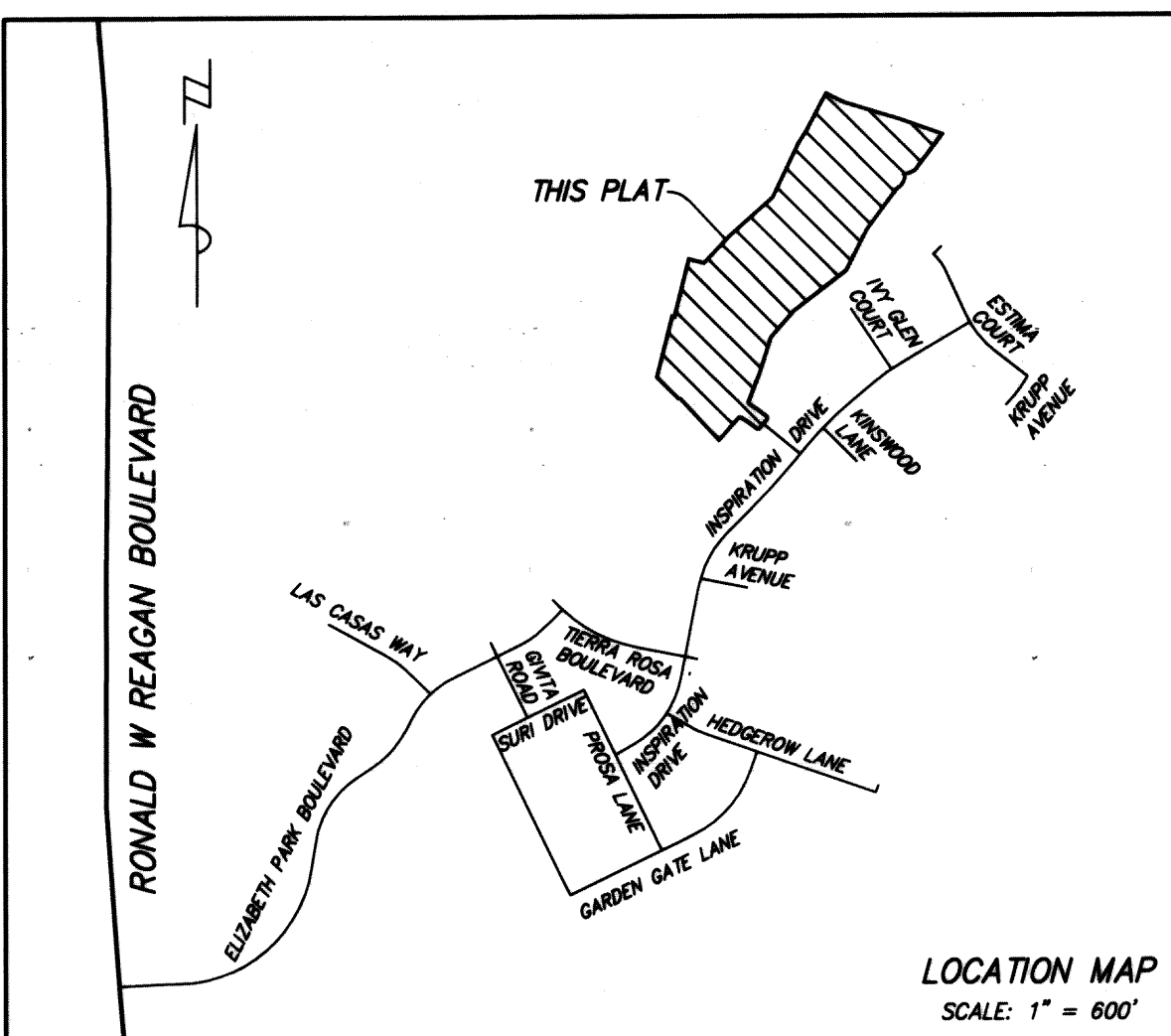
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	56.41	50.00	64°38'45"	S31°15'01"W	53.47
C2	79.16	576.08	7°52'24"	S54°20'27"E	79.10
C3	72.29	526.08	7°52'24"	N54°20'27"W	72.24
C4	3.72	275.00	0°46'28"	S47°36'22"W	3.72
C5	158.74	275.00	33°04'20"	N30°40'57"E	156.54
C6	118.84	275.00	24°45'38"	N35°36'47"E	117.92
C7	43.61	275.00	9°05'11"	N18°41'23"E	43.57
C8	18.53	409.85	2°35'25"	N15°26'30"E	18.53
C9	22.15	15.00	84°35'51"	N25°33'43"W	20.19
C10	80.21	575.00	7°59'34"	N71°51'25"W	80.15
C11	87.19	625.00	7°59'34"	N71°51'25"W	87.12
C12	64.79	625.00	5°56'21"	N72°53'02"W	64.76
C13	22.40	625.00	2°03'14"	N68°53'15"W	22.40
C14	22.15	15.00	84°35'51"	N69°50'26"E	20.19
C15	179.65	409.85	25°06'54"	N40°05'58"E	178.22
C16	125.73	409.85	17°34'35"	N36°19'48"E	125.23
C17	53.92	409.85	7°32'19"	N48°53'15"E	53.89
C18	122.08	275.00	25°26'07"	N39°56'21"E	121.08
C19	12.88	275.00	2°41'01"	N5118°54"E	12.88
C20	90.52	275.00	18°51'35"	N40°32'36"E	90.11
C21	18.68	275.00	3°53'31"	N29°10'03"E	18.68
C22	23.43	15.00	89°30'06"	N17°31'45"W	21.12
C23	28.03	25.00	64°15'04"	N85°35'39"E	26.59
C24	13.13	25.00	30°05'06"	N77°19'21"W	12.98
C25	14.91	25.00	34°09'59"	N70°33'07"E	14.69
C26	235.83	50.00	27°04'11"	N08°35'13"E	70.56
C27	61.06	50.00	69°57'58"	N88°27'06"E	57.33
C28	48.43	50.00	55°29'33"	N28°49'08"W	46.56
C29	69.93	50.00	80°07'55"	N76°21'39"W	64.37
C30	11.34	25.00	25°59'07"	N49°17'15"W	11.24
C31	23.69	15.00	90°29'54"	N72°28'15"E	21.31
C32	144.28	325.00	25°26'07"	N39°56'21"E	143.09
C33	16.80	325.00	2°57'40"	N28°42'08"E	16.79
C34	54.96	325.00	9°41'21"	N35°01'38"E	54.89
C35	55.71	325.00	9°49'20"	N44°46'58"E	55.65
C36	16.81	325.00	2°57'47"	N51°10'31"E	16.81
C37	241.86	359.85	38°30'37"	N33°24'06"E	237.34
C38	69.93	359.85	11°08'06"	N47°05'22"E	69.82
C39	87.26	359.85	13°53'40"	N34°34'28"E	87.05
C40	84.67	359.85	13°28'51"	N20°53'13"E	84.47
C41	61.37	325.00	10°49'11"	N19°33'23"E	61.28
C42	11.13	325.00	1°57'43"	N15°07'39"E	11.13
C43	50.24	325.00	8°51'28"	N20°32'14"E	50.19
C44	21.79	15.00	83°14'37"	N16°39'20"W	19.93
C45	21.79	15.00	83°14'37"	N80°06'02"E	19.93
C46	49.58	325.00	8°44'24"	N42°50'56"E	49.53

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

SHEET 1 OF 2 SHEETS

F-10015400



LEGEND:

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- ⓑ = BLOCK NAME
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

NEW STREETS	LENGTH	DESIGN SPEED
MIDLAND WAY	231	30
MIRACLE ROSE WAY	939	30
PERMIAN LANE	152	30
DISCOVERY WELL DRIVE	295	30

SITE DATA:

TOTAL AREA: 8.41 ACRES
31 SINGLE FAMILY LOTS
1 OPEN SPACE LOT

SANTA RITA KC, LLC
32.000 ACRES
DOCUMENT No. 2013102457
OPRWC

SANTA RITA KC, LLC
90.13 ACRES
DOC. No.
2008093412 OPRWC

S38°59'35"W, 2791.11' TO 1/2" IRON
ROD FOUND AT THE INTERSECTION OF
THE EAST LINE OF RONALD W REAGAN
BOULEVARD AND THE NORTHWEST
CORNER OF 810.32 ACRE TRACT IN
DOC. No. 2013061332 OPRWC

SANTA RITA KC, LLC
32.000 ACRES
DOCUMENT No.
2013102457 OPRWC

APPROXIMATELY S. 78° 30' 44" E., 2525.16' TO
SE CORNER OF BARTHOLOMEW MANLOVE
SURVEY, ABSTRACT NO. 417

NOTES:

1. LOT 64A, BLOCK F, IS AN OPEN SPACE LOT AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M.U.D. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THIS LOT.
2. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
3. BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
6. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
7. BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

\\LAND2001-2050\2040\dwg\2040-PLAT-PH-1-SEC-3A.dwg 8/13/2014 4:43:37 PM CDT

PLAT OF
SANTA RITA RANCH PHASE 1, SECTION 3A
WILLIAMSON, COUNTY, TEXAS

THAT PART OF THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 90.13 ACRE TRACT OF LAND CONVEYED TO SANTA RITA, KC, LLC, BY DEED RECORDED IN DOCUMENT NO. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A PART OF THAT 32.000 ACRE TRACT CONVEYED TO SANTA RITA, KC, LLC BY DEED RECORDED IN DOCUMENT NO. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND A PART OF THAT 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA, KC, LLC, BY DEED RECORDED IN DOCUMENT NO. 2010078403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE MOST SOUTHERLY POINT OF THE PARCEL HEREIN DESCRIBED (FROM WHICH POINT A 1/2" IRON ROD FOUND IN THE EAST LINE OF RONALD W REAGAN BOULEVARD AT THE NORTHWEST CORNER OF THAT 810.32 ACRE TRACT OF LAND CONVEYED DESCRIBED IN DOCUMENT NO. 2013061332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS S38°59'35"W, 2791.11 FEET AND THE SOUTHEAST CORNER OF THE SAID B. MANLOVE SURVEY BEARS APPROXIMATELY S.78°30'44"E., 2525.16 FEET);

THENCE ACROSS SAID 90.13 ACRE TRACT, SAID 32.000 ACRE TRACT AND SAID 104.94 ACRE TRACT, THE FOLLOWING 28 COURSES:

1. N.42°46'52"W. A DISTANCE OF 180.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT
2. SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.72 FEET SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 00°46'28" AND A CHORD BEARING S.47°36'22"W., 3.72 FEET TO A 1/2" IRON ROD SET;
3. N.45°02'25"W. A DISTANCE OF 97.10 FEET TO A 1/2" IRON ROD SET;
4. N.14°08'47"E. A DISTANCE OF 197.31 FEET TO A 1/2" IRON ROD SET;
5. S.75°51'13"E. A DISTANCE OF 7.34 FEET TO A 1/2" IRON ROD SET;
6. N.14°08'47"E. A DISTANCE OF 185.00 FEET TO A 1/2" IRON ROD SET;
7. S.75°51'13"E. A DISTANCE OF 49.39 FEET TO A 1/2" IRON ROD SET;
8. N.43°39'04"E. A DISTANCE OF 123.23 FEET TO A 1/2" IRON ROD SET;
9. N.48°25'31"E. A DISTANCE OF 175.58 FEET TO A 1/2" IRON ROD SET;
10. N.25°45'08"E. A DISTANCE OF 188.19 FEET TO A 1/2" IRON ROD SET;
11. N.32°44'11"E. A DISTANCE OF 50.19 FEET TO A 1/2" IRON ROD SET;
12. N.27°43'12"E. A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
13. S.62°16'49"E. A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET;
14. S.72°54'58"E. A DISTANCE OF 183.15 FEET TO A 1/2" IRON ROD SET;
15. S.70°23'13"E. A DISTANCE OF 144.65 FEET TO A 1/2" IRON ROD SET;
16. S.37°00'00"W. A DISTANCE OF 143.92 FEET TO A 1/2" IRON ROD SET;
17. S.67°13'13"W. A DISTANCE OF 33.27 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
18. SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.41 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 64°38'45" AND A CHORD BEARING S.31°15'01"W., 53.47 FEET TO A 1/2" IRON ROD SET;
19. S.36°34'40"W. A DISTANCE OF 155.08 FEET TO A 1/2" IRON ROD SET;
20. S.27°07'33"W. A DISTANCE OF 144.90 FEET TO A 1/2" IRON ROD SET;
21. S.52°39'25"W. A DISTANCE OF 205.15 FEET TO A 1/2" IRON ROD SET;
22. S.41°36'08"W. A DISTANCE OF 112.57 FEET TO A 1/2" IRON ROD SET;
23. S.17°18'59"W. A DISTANCE OF 119.34 FEET TO A 1/2" IRON ROD SET;
24. S.21°42'30"W. A DISTANCE OF 98.97 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
25. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.16 FEET, SAID CURVE HAVING A RADIUS OF 576.08 FEET, A CENTRAL ANGLE OF 07°52'24" AND A CHORD BEARING S.54°20'27"E., 79.10 FEET TO A 1/2" IRON ROD SET;
26. S.39°35'45"W. A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;
27. NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.29 FEET, SAID CURVE HAVING A RADIUS OF 526.08 FEET, A CENTRAL ANGLE OF 07°52'24" AND A CHORD BEARING N.54°20'27"W., 72.24 FEET TO A 1/2" IRON ROD SET;
28. S.41°30'24"W. A DISTANCE OF 98.07 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 8.41 ACRES, MORE OR LESS.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT THAT SANTA RITA KC, LLC, BEING THE OWNER OF THAT 90.13 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE OWNER OF THAT 104.94 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2010078403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE OWNER OF THAT 32.000 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 8.41 ACRES OUT OF SAID TRACTS AND DO HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SANTA RITA RANCH PHASE 1, SECTION 3A", AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 21st DAY OF August 2014.

SANTA RITA KC, LLC

BY: *[Signature]*

SEAL

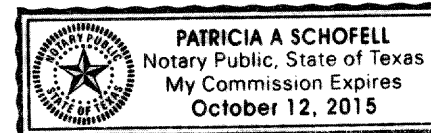
THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME ON THIS DAY PERSONALLY APPEARED *James Emerson Homan* KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 21st DAY OF August, A.D., 2014.

[Signature]
NOTARY PUBLIC SIGNATURE



SEAL

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

[Signature] Aug. 13, 2014
J. KENNETH WEIGAND
R.P.L.S. NO. 5741
STATE OF TEXAS



ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL No. 48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

[Signature] 8/14/14
J. KEITH COLLINS
LICENSED PROFESSIONAL ENGINEER NO. 80579



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

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, _____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, _____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____

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

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: AUG, 12, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

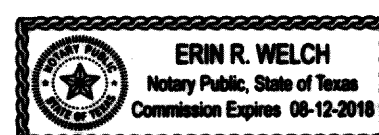
RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

STREET NAMES APPROVED

DATE: 8/20/14

[Signature]
WILLIAMSON COUNTY ADDRESSING COORDINATOR

SEAL



Commissioners Court - Regular Session**21.****Meeting Date:** 09/09/2014

Discuss and take appropriate action on landscape license agreement between Williamson County and West Williamsor County MUD #1 - Pct. 3.

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

Information**Agenda Item**

Discuss and take appropriate action on landscape license agreement between Williamson County and West Williamson County MUD #1 - Pct. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LMA West Wilco MUD No 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joe England

Final Approval Date: 08/28/2014

Reviewed By

Wendy Coco

Date

08/28/2014 01:54 PM

Started On: 08/28/2014 11:59 AM

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Kevin M. Flahive
(512) 435-2333
kflahive@abaustin.com

August 12, 2014

VIA EMAIL AND FEDERAL EXPRESS

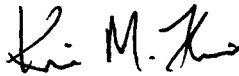
Mr. Joe England
County Engineer
Williamson County, Texas
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

RE: License Agreements

Dear Mr. England:

Enclosed please find two (2) partially executed originals of both the Williamson County License Agreements with Oaks at San Gabriel Homeowners Association and West Williamson County Municipal Utility District No. 1. Please place the license agreements on the next available Commissioners Court agenda for approval and execution. Please provide one (1) fully executed original of the license agreement to me when available. Please let me know if you have any questions.

Sincerely,



Kevin M. Flahive

Enclosures (2)

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County"), **OAKS AT SAN GABRIEL HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation ("Oaks" or "Licensee"), and **WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1**, a political subdivision of the State of Texas (the "MUD"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I.
PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II.
ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.
COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however,

agree to give Licensee at least thirty (30) days' written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements thereof whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED

OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within thirty (30) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the 30-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII.
COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days' written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII.
TERMINATION

A. Termination by Licensee. This Agreement, or a portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;

4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX.
MUD AS LICENSEE

Notwithstanding any contrary provision herein, in the event that Oaks ceases to exist or fails to comply with the terms, conditions and obligations of this Agreement, the County shall provide written notice to the MUD of Oaks' nonexistence or noncompliance with this Agreement. Upon the receipt of such notice, the MUD shall automatically assume the rights and obligations of the "Licensee" pursuant to this Agreement. Within thirty (30) days after the MUD's receipt of such notice, the MUD shall remedy Oaks' default and/or secure the insurance required pursuant to Article IV above.

X.
MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Oaks at:

Oaks at San Gabriel Homeowners Association, Inc.
c/o FirstService Residential
Attn: Ivan Herlinsky
3103 Bee Caves Road, Suite 100
Austin, Texas 78746

with copy to: Kevin M. Flahive
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

To the MUD at:

West Williamson County Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

To the County at:

Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Engineer
Joe England (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

or to such other addresses which a party may so designate by sending notice as aforesaid.

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

H. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____,
2014 (the "Effective Date").

COUNTY:

WILLIAMSON COUNTY,
a political subdivision of the State of Texas

By: _____
Dan A. Gattis,
Williamson County Judge


THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2014 by Dan A. Gattis, as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

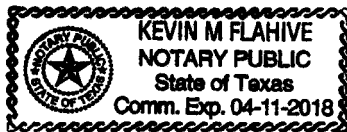
OAKS:

OAKS AT SAN GABRIEL HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 
Joseph W. Straub, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 11 day of August, 2014, by Joseph W. Straub, President of OAKS AT SAN GABRIEL HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



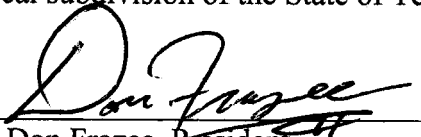


NOTARY PUBLIC, State of Texas

MUD:

WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1,
a political subdivision of the State of Texas

By: _____

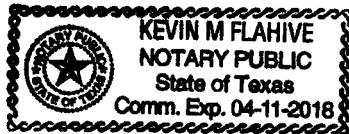

Don Frazee, President

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 29 day of July, 2014 by Don Frazee, President of WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the state of Texas on behalf of said political subdivision.





NOTARY PUBLIC, State of Texas

EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the Oaks at San Gabriel Subdivision located north of Texas State Highway 29 and within the boundaries of West Williamson County Municipal Utility District No. 1 as more particularly described on Exhibit "A-1" and depicted on Exhibit "A-2".

EXHIBIT "A-1"

DESCRIPTION OF LICENSED PROPERTY

STATE OF TEXAS
COUNTY OF WILLIAMSON

397.768 ACRES SITUATED IN THE
A.H PORTER SURVEY,
A-490 AND THE I. DONAGAN
SURVEY, A-178 IN WILLIAMSON
COUNTY, TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION OF A 397.768 ACRE TRACT OF LAND SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490 AND THE IAAAC DONAGAN SURVEY, ABSTRACT NO. 178, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 70.00 ACRE TRACT CALLED TRACT ONE AND DESCRIBED AS EXHIBIT "A", BEING ALL OF THAT CERTAIN 40.00 ACRE TRACT CALLED TRACT TWO AND DESCRIBED AS EXHIBIT "B-1" AND THAT 0.50 ACRE TRACT ALSO CALLED TRACT TWO AND DESCRIBED AS EXHIBIT "B-2", BEING ALL OF THAT CERTAIN 244.525 ACRE TRACT OF LAND CALLED TRACT THREE, LESS AND EXCEPT 39.995 ACRES DESCRIBED AS EXHIBIT "D" AND BEING ALL OF THAT CERTAIN 35.93 ACRE TRACT OF LAND DESCRIBED AS EXHIBIT "C", ALL AS DESCRIBED IN THE DEED TO THE ROTHELL FAMILY LIMITED PARTHERSHIP, L.P., OF RECORD IN VOLUME 2527, PAGE 28 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE REMAINING 39.995 ACRE TRACT OF THAT CERTAIN 244.79 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO H. H. ROTHELL, JR. OF RECORD IN VOLUME 649, PAGE 604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 397.768 ACRE TRACT, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found for the northwest corner of that certain 1.67 acre tract of land as described in a deed to Edwin O. Brown, et ux, of record in Volume 936, Page 519 of the Deed Records of Williamson County, Texas, being also the northeast corner of said 40.00 acre Tract Two (Exhibit B-1), and being in the south line of said 244.525 acre Tract Three;

THENCE S 15°40'55" E, with the east line of said 1.67 acre Brown tract, the east line of said 40.00 acre Tract Two (Exhibit B-1) and the east line of the herein described tract, for a distance of 626.35 feet to a ½ inch iron rod found for the southwest corner of that certain 1.92 acre tract of land as described in a deed to Rebecca S. Colson of record in Document

No. 2000070887 of the Official Public Records of Williamson County, Texas, and being the northwest corner of said 0.50 acre Tract Two (Exhibit B-2);

THENCE N 74°27'32" E, with the south line of said 1.92 acre tract, the north line of said 0.50 acre Tract Two (Exhibit B-2) and continuing with the east line of the herein described tract, at a distance of 219.67 feet pass a ½ inch iron rod found, for a total distance of 244.67 to a calculated point for the northeast corner of said 0.50 acre Tract Two (Exhibit B-2), being also the southeast corner of said 1.92 acre tract and being in the center of a 50 foot wide Right-Of-Way and Easement of record in Volume 711, Page 507 of the Deed Records of Williamson County, Texas;

THENCE S 15°22'57" E, with the east line of said 0.50 acre Tract Two (Exhibit B-2), the center of said 50 foot wide Right-Of-Way and Easement, and the east line of the herein described tract, for a distance of 89.20 feet to a calculated point for the southeast corner of said 0.50 acre Tract Two (Exhibit B-2) and being the northeast corner of that certain 3.00 acre tract of land as described in a deed to Jeffery A. Maidlow of record in Volume 2125, Page 276 of the Deed Records of Williamson County, Texas;

THENCE S 74°27'32" W, with the south line of said 0.50 acre Tract Two (Exhibit B-2), the north line of said 3.00 acre Maidlow tract and continuing with the east line of the herein described tract, at a distance of 25.00 feet pass a ½ inch iron rod found, for a total distance of 244.20 feet to a ½ inch iron rod with cap stamped ZWA set for the southwest corner of said 0.50 acre Tract Two (Exhibit B-2), being also the northwest corner of said 3.00 acre Maidlow tract and being in the east line of said 40.00 acre Tract Two (Exhibit B-1);

THENCE S 15°40'55" E, with the east line of said 3.00 acre Maidlow tract, the east line of said 40.00 acre Tract Two (Exhibit B-1) and continuing with the east line of the herein described tract, for a distance of 2754.42 feet to a ½ inch iron rod with cap stamped ZWA set for the southeast corner of the herein described tract, being also the southeast corner of said 40.00 acre Tract Two (Exhibit B-1), being also the southwest corner of Lot 1, Chaparral Subdivision of record in Cabinet T, Slides 96-97 of the Plat Records of Williamson County, Texas, and being in the north line of State Highway 29, a 100 foot wide right-of-way;

THENCE N 82°26'58" W, with the south lines of said 40.00 acre Tract Two (Exhibit B-1), the south line of said 35.93 acre Exhibit C, the south line of said 39.995 acre remaining tract, the north line of said State Highway 29 right-of-way and the south line of the herein described tract, for a distance of 1829.20 feet to a ½ inch iron rod with cap stamped ZWA set for the southwest corner of the herein described tract, being also the southwest corner of said 39.995 acre remaining tract and being the southeast corner of Lot 2, Block B, Cimarron Hills Phase One Section Four P.U.D. of record in Cabinet U, Slide 39 of the Plat Records of Williamson County Texas;

THENCE with the west line of said 39.995 acre remaining tract, the east line of said Cimarron Hills Phase One Section Four P.U.D., with the east line of that certain 51.982

acre tract of land as described in a deed to Pivotal Cimarron Hills, L.P. of record in Document No. 2004099556 of the Official Public Records of Williamson County, Texas, with the east line of Cimarron Hills Phase One Section Three P.U.D. a subdivision of record in Cabinet U, Slide 93 of the Plat Records of Williamson County, Texas, the west line of Cimarron Hills Phase One Section Six, P.U.D. a subdivision of record in Cabinet U, Slide 195 of the Plat Records of Williamson County, Texas and the west line of the herein described tract, the following four (4) courses and distances;

- 1) N 22°01'49" W for a distance of 602.24 feet to a ½ inch iron rod found for an angle point,
- 2) N 21°03'41" W at a distance of 1501.60 pass a ½ inch iron rod found for the northwest corner of said 39.995 acre remaining tract and being the southwest corner of said 244.525 acre Tract Three, at a distance of 3488.80 feet pass a ½ inch iron rod found for the southeast corner of said Cimarron Hills Phase One Section Six P.U.D., and being the northeast corner of said Cimarron Hills Phase One Section Six P.U.D., for a total distance of 4476.39 feet to a ½ inch iron rod found for an angle point,
- 3) N 19°53'07" W for a distance of 167.09 feet to a ½ inch iron rod found for an angle point, and
- 4) N 10°57'29" W for a distance of 138.78 feet to a ½ inch iron rod found for the northwest corner of said 244.525 acre Tract Three;

THENCE with the north line of said 244.525 acre Tract Three, a south line of said Cimarron Hills Phase One Section Six P.U.D. and a north line of the herein described tract, the following six (6) courses and distances;

- 1) N 67°01'39" E for a distance of 101.08 feet to a nail found for an angle point,
- 2) N 67°26'32" E for a distance of 69.95 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 3) N 63°07'53" E for a distance of 79.92 feet to a nail found for an angle point,
- 4) N 68°42'26" E for a distance of 603.40 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 5) N 66°13'33" E for a distance of 87.20 feet to a nail found for an angle point, and
- 6) N 59°00'53" E for a distance of 161.62 feet to a ½ inch iron rod found for the southwest corner of said 70.00 acre Tract One (Exhibit A), being also the southeast corner of said Cimarron Hills Phase One Section Six P.U.D. and being an ell corner in the west line of the herein described tract;

THENCE with the east line of said Cimarron Hills Phase One Section Six P.U.D., the west line of said 70.00 acre Tract One (Exhibit A) and the west line of the herein described tract, the following two (2) courses and distances;

- 1) N 22°49'14" W for a distance of 198.56 feet to a ½ inch iron rod found for an angle point, and
- 2) N 43°54'54" W for a distance of 225.06 feet to a ½ inch iron rod found for an angle point;

THENCE continuing with the east line of said Cimarron Hills Phase One Section Six P.U.D., with the east line of that certain 62.36 acre tract of land as described in a deed to Pivotal Cimarron Hills L.P. of record in Document No. 2004042516 of the Official Public Records of Williamson County, Texas, with the east line of that certain 812.99 acre tract of land as described in a deed to Pivotal Cimarron Hills L.P. of record in Document No. 2004099550 of the Official Public Records of Williamson County, Texas, and continuing with the west line of said 70.00 acre Tract One (Exhibit A) and the west line of the herein described tract, the following four (4) courses and distances;

- 1) N 46°40'34" W for a distance of 200.51 feet to a ½ inch iron rod found for an angle point,
- 2) N 40°23'10" W for a distance of 94.15 feet to a ½ inch iron rod found for an angle point,
- 3) N 21°17'07" W for a distance of 1087.30 feet to a ½ inch iron with cap stamped ZWA set for an angle point, and
- 4) N 20°38'07" W for a distance of 37.44 feet to a 5/8 inch iron rod found for the northwest corner of said 70.00 acre Tract One (Exhibit A), being also the northwest corner of the herein described tract, and being the southwest corner of Lot 9, Block B, Cedar Hollow Crossing a subdivision of record in Cabinet J, Slides 338-353 of the Plat Records of Williamson County, Texas;

THENCE N 72°50'47" E, with the south line of said Lot 9, Block B, the south line of Trails End Estates, a subdivision of record in Cabinet Y, Slides 372-374 of the Plat Records of Williamson County, Texas, the south line of that certain 2.59 acre tract of land as described in a deed to Daniel Amon, et ux of record in Document No. 2002030853 of the Official Public Records of Williamson County, Texas, the north line of said 70.00 acre Tract One (Exhibit A) and the north line of the herein described tract, for a distance of 1711.87 feet to a ½ inch iron rod with cap stamped ZWA set in the east line of Cedar Hollow Road, a 50 foot wide easement;

THENCE N 70°36'47" E, with the south line of said 2.59 acre tract, the north line of said 70.00 acre Tract One (Exhibit A) and the north line of the herein described tract, for a

distance of 25.00 feet to a nail found for the northeast corner of said 70.00 acre Tract One (Exhibit A), being also the southeast corner of said 2.59 acre tract, being also the northeast corner of the herein described tract, being also in the west line of Lot 10, Block B of said Cedar Hollow Crossing and being in the centerline of said Cedar Hollow Road, said nail being in a curve to the right;

THENCE with the east line of said 70.00 acre Tract One (Exhibit A), the west line of said Lot 10, Block B, the centerline of said Cedar Hollow Road and the east line of the herein described tract, the following seven (7) courses and distances;

- 1) along said curve to the right, an arc distance of 78.97 feet, said curve having a radius of 232.59 feet, a central angle of $19^{\circ}27'16''$ and a chord bearing of S $09^{\circ}41'11''$ E for a chord distance of 78.60 feet to a nail found at the end of said curve,
- 2) S $00^{\circ}01'10''$ W for a distance of 115.93 feet to a nail found at the beginning of a curve to the left,
- 3) Along said curve to the left, an arc distance of 76.76 feet, said curve having a radius of 110.51 feet, a central angle of $39^{\circ}47'54''$ and a chord bearing of S $19^{\circ}52'16''$ E for a chord distance of 75.23 feet to a nail found at the end of said curve,
- 4) S $39^{\circ}46'07''$ E for a distance of 109.92 feet to a nail found at the beginning of a curve to the left,
- 5) Along said curve to the left, an arc distance of 110.73 feet, said curve having a radius of 188.76 feet, a central angle of $33^{\circ}36'38''$ and a chord bearing of S $56^{\circ}36'09''$ E for a chord distance of 109.15 feet to a nail found at a point of reverse curve to the right,
- 6) Along said reverse curve to the right, an arc distance of 112.34 feet, said curve having a radius of 274.41 feet, a central angle of $23^{\circ}27'21''$ and a chord bearing of S $61^{\circ}39'49''$ E for a chord distance of 111.56 feet to a nail found at a point of reverse curve to the left, and
- 7) Along said reverse curve to the left, an arc distance of 57.85 feet, said curve having a radius of 77.95 feet, a central angle of $42^{\circ}31'13''$ and a chord bearing of S $70^{\circ}59'46''$ E for a chord distance of 56.53 feet to a nail found at the end of said curve, being also the most easterly northeast corner of said 70.00 acre Tract One (Exhibit A), and being the northwest corner of Lot 29, Block B of said Cedar Hollow Crossing;

THENCE S $01^{\circ}24'46''$ E, with the east line of said 70.00 acre Tract One (Exhibit A), the west line of said Lot 29, Block B and the east line of the herein described tract, for a

distance of 25.00 feet to a ½ inch iron rod with cap stamped ZWA set in the south line of said Cedar Hollow Road;

THENCE S 11°26'46" E, with the east line of said 70.00 acre Tract One (Exhibit A), the west line of Lots 29 and 7, Block B of said Cedar Hollow Crossing and the east line of the herein described tract, for a distance of 1170.67 feet to a 5/8 inch iron rod found for the southeast corner of said 70.00 acre Tract One (Exhibit A), being also the southwest corner of said Lot 7, Block B and being in the north line of said 244.525 acre Tract Three;

THENCE with the south line of said Lot 7, Block B, the north line of said 244.525 acre Tract Three and the east line of the herein described tract, the following two (2) courses and distances;

- 1) N 70°13'28" E for a distance of 173.94 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point, and
- 2) N 70°25'03" E for a distance of 373.21 feet to a ½ inch iron rod with cap stamped ZWA set for the northeast corner of said 244.525 acre Tract Three, and being an ell corner in the east line of the herein described tract;

THENCE with the east line of said 244.525 acre Tract Three, the west line of said Cedar Hollow Crossing and the east line of the herein described tract, the following six (6) courses and distances;

- 1) S 20°57'45" E for a distance of 572.83 feet to a nail found for an angle point,
- 2) S 20°22'49" E for a distance of 153.36 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 3) S 21°44'32" E for a distance of 825.37 feet to a ½ inch iron rod with cap stamped ZWA set for an angle point,
- 4) S 20°40'36" E for a distance of 726.74 feet to a nail found for an angle point,
- 5) S 21°11'00" E for a distance of 311.90 feet to a ½ inch iron rod found for an angle point, and
- 6) S 21°09'53" E for a distance of 178.63 feet to a ½ inch iron rod found for the southeast corner of said 244.525 acre Tract Three, being also in the west line of Lot 10, Block A of said Cedar Hollow Crossing, being also the northeast corner of that certain 12.92 acre tract of land as described in a deed to Mark Witcher et ux of record in Document No. 9858525 of the Official Public Records of Williamson County, Texas and being the most easterly southeast corner of the herein described tract;

THENCE S 68°57'37" W, with the south line of said 244.525 acre Tract Three, the north line of said 12.92 acre tract, the north line of that certain 40.00 acre tract of land as described in a deed to Middle Gabriel Business Park, Ltd. of record in Document No. 2006044648 of the Official Public Records of Williamson County, Texas, the north line of that certain 1.29 acre tract of land as described in a deed to Toshi Sugita Buncich of record in Document No. 2001034665 of the Official Public Records of Williamson County, Texas and the east line of the herein described tract, for a distance of 1206.11 feet to the POINT OF BEGINNING and containing 397.768 acre of land.

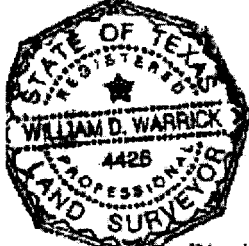
BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

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

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during February, 2007 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of March, 2007, A.D.



Zamora-Warrick and Associates, L.L.C.
4412 Spicewood Springs Road, Suite 111
Austin, Texas 78759

William D. Warrick
William D. Warrick
Registered Professional Land Surveyor
No. 4426 – State of Texas

REFERENCES

ZWA DRAWING NO. 07-003-01.dwg

ZWA- JOB NO.
FN07-003-01-Rev

Page 7 of 7

397.768 ACRE TRACT

DEPICTION OF LICENSED PROPERTY



Commissioners Court - Regular Session**22.****Meeting Date:** 09/09/2014

Discuss consider and take appropriate action on approval of final plat for the Star Ranch Sec 7 Ph 2 subdivision - Pct 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of final plat for the Star Ranch Sec 7 Ph 2 subdivision - Pct 4

Background

This plat has already been approved by the City of Hutto. Construction is not yet complete, but an irrevocable letter of credit in the amount of \$235,521.30 has been posted to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFinal Plat - Star Ranch Sec 7 Ph 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

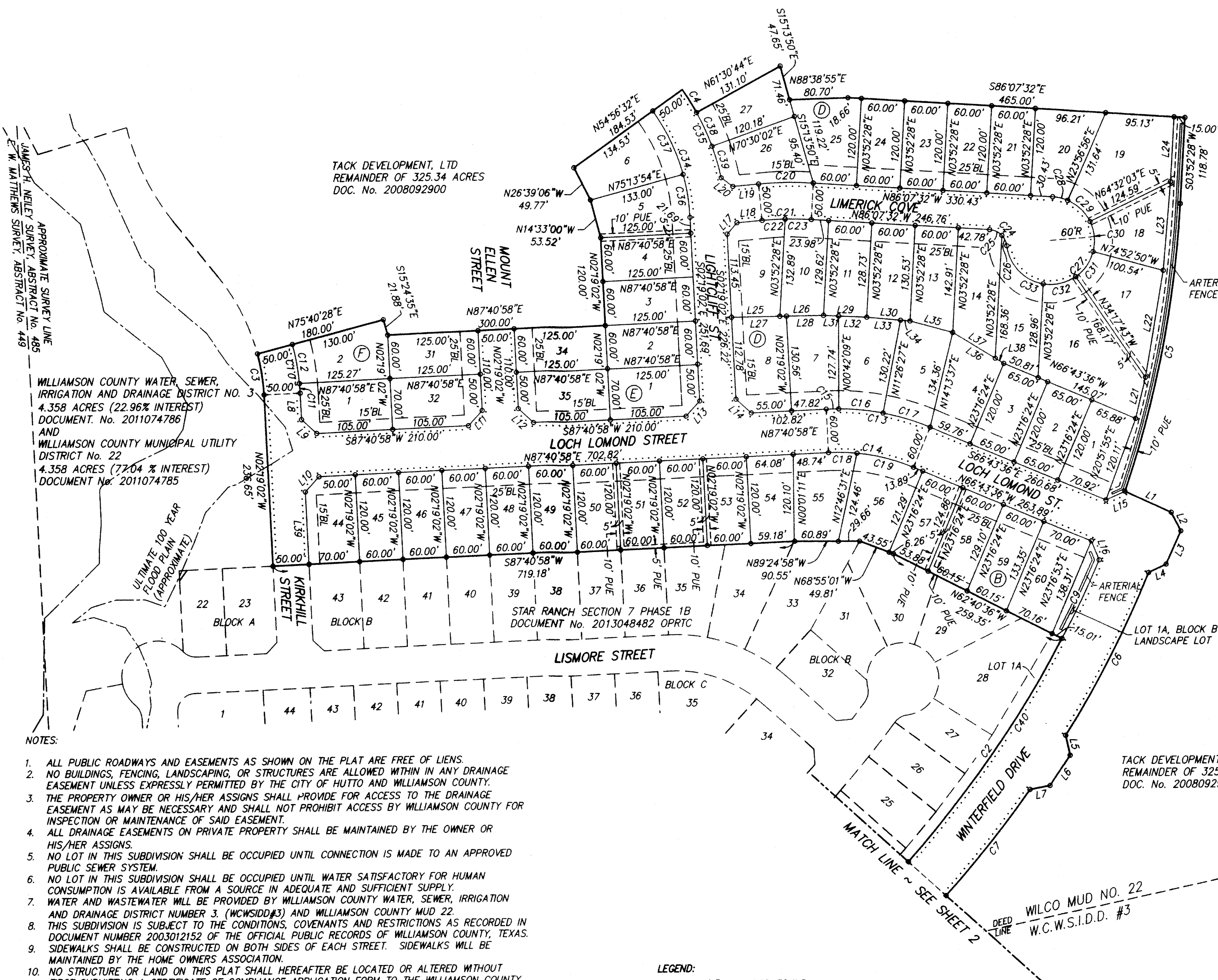
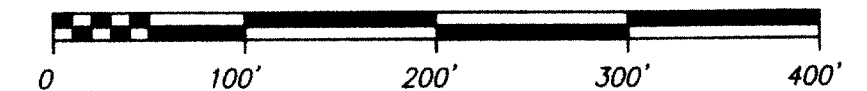
09/04/2014 04:23 PM

Started On: 09/04/2014 10:00 AM

FINAL PLAT OF
STAR RANCH SECTION 7 PHASE 2

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



BEARINGS ARE BASED
ON THE PLAT OF STAR
RANCH SECTION 7,
PHASE 1A

NEW STREETS:	LENGTH	DESIGN SPEED
LOCH LOMOND STREET	1200'	30
LIMERICK COVE	475'	30
LIGHTCLIFF	473'	30
KIRKHILL STREET	300'	30
MOUNT ELLEN STREET	160'	30
WINTERFIELD DRIVE	1530'	30
TOTAL:	4138'	

SITE DATA:
TOTAL AREA OF THIS PLAT: 17.00 ACRES
56 SINGLE FAMILY LOTS
2 LANDSCAPE LOTS
4 BLOCKS

BUILDING SETBACKS:

25' FRONT
15' STREET
5' SIDE
10' REAR

PUBLIC UTILITY EASEMENTS ARE HEREBY
DEDICATED AS FOLLOWS:

10' ALONG AND ADJACENT TO ALL STREETS

DATE: APRIL 26, 2013

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753

(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753

(512) 836-4793 FAX: (512) 836-4817

SHEET 1 OF 3 SHEETS

LEGEND:

- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- (A) = BLOCK NAME
- = SIDEWALK REQUIRED

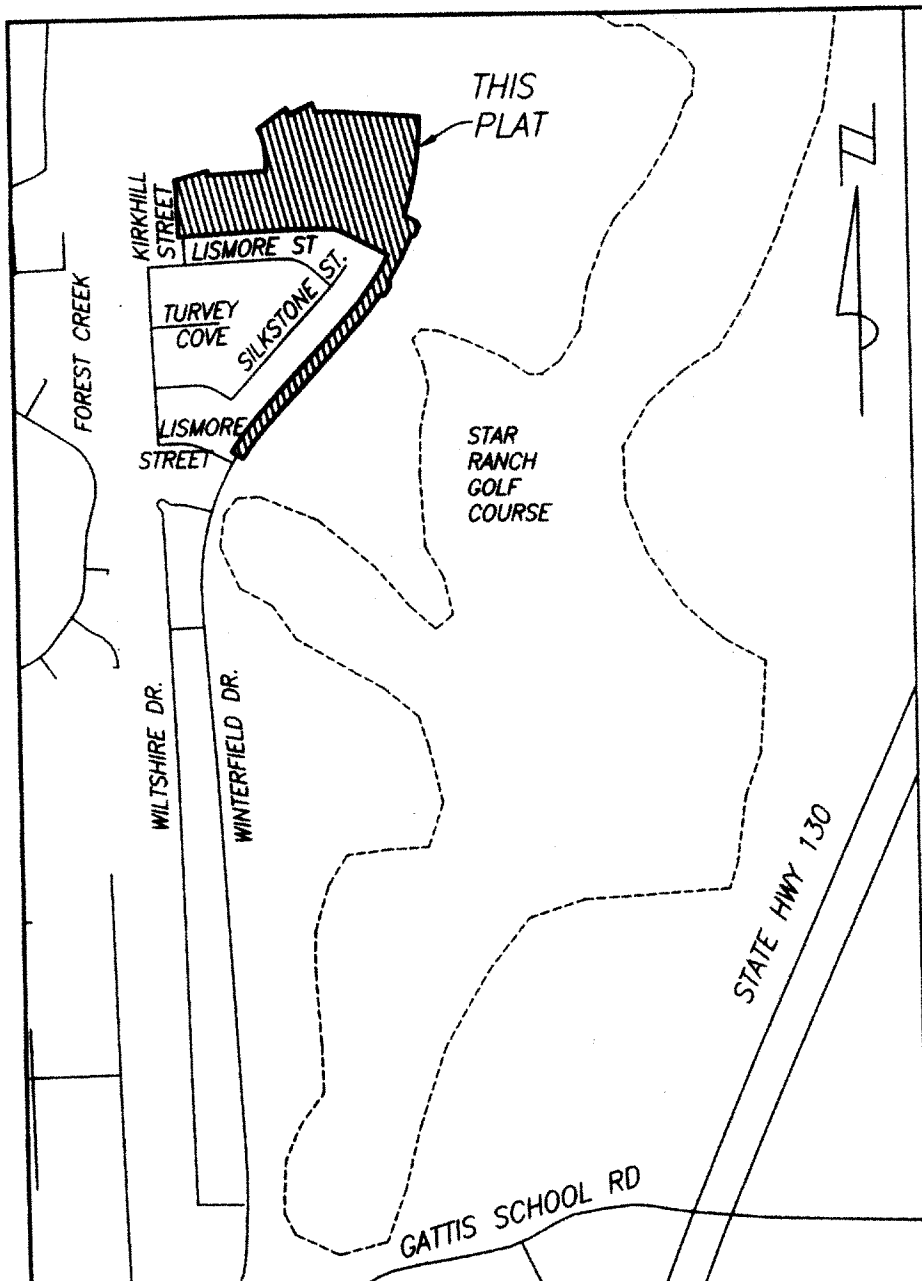
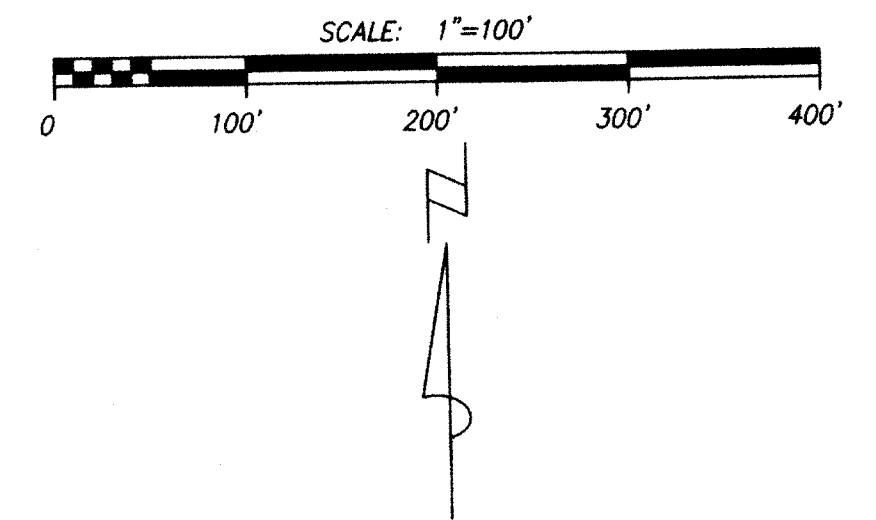
NOTES:

- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS.
- NO BUILDINGS, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN IN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO AND WILLIAMSON COUNTY.
- THE PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY WILLIAMSON COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- WATER AND WASTEWATER WILL BE PROVIDED BY WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NUMBER 3. (WCWSD#3) AND WILLIAMSON COUNTY MUD 22.
- THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF EACH STREET. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREINAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22 AND WILLIAMSON COUNTY WATER SEWER IMPROVEMENT DRAINAGE DISTRICT No. 3 ("DISTRICT"). DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
- IN ADDITION TO THOSE EASEMENTS SHOWN HEREON, A 10' PUE (PUBLIC UTILITY EASEMENT) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED. A 5' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE AND REAR LOT LINES.

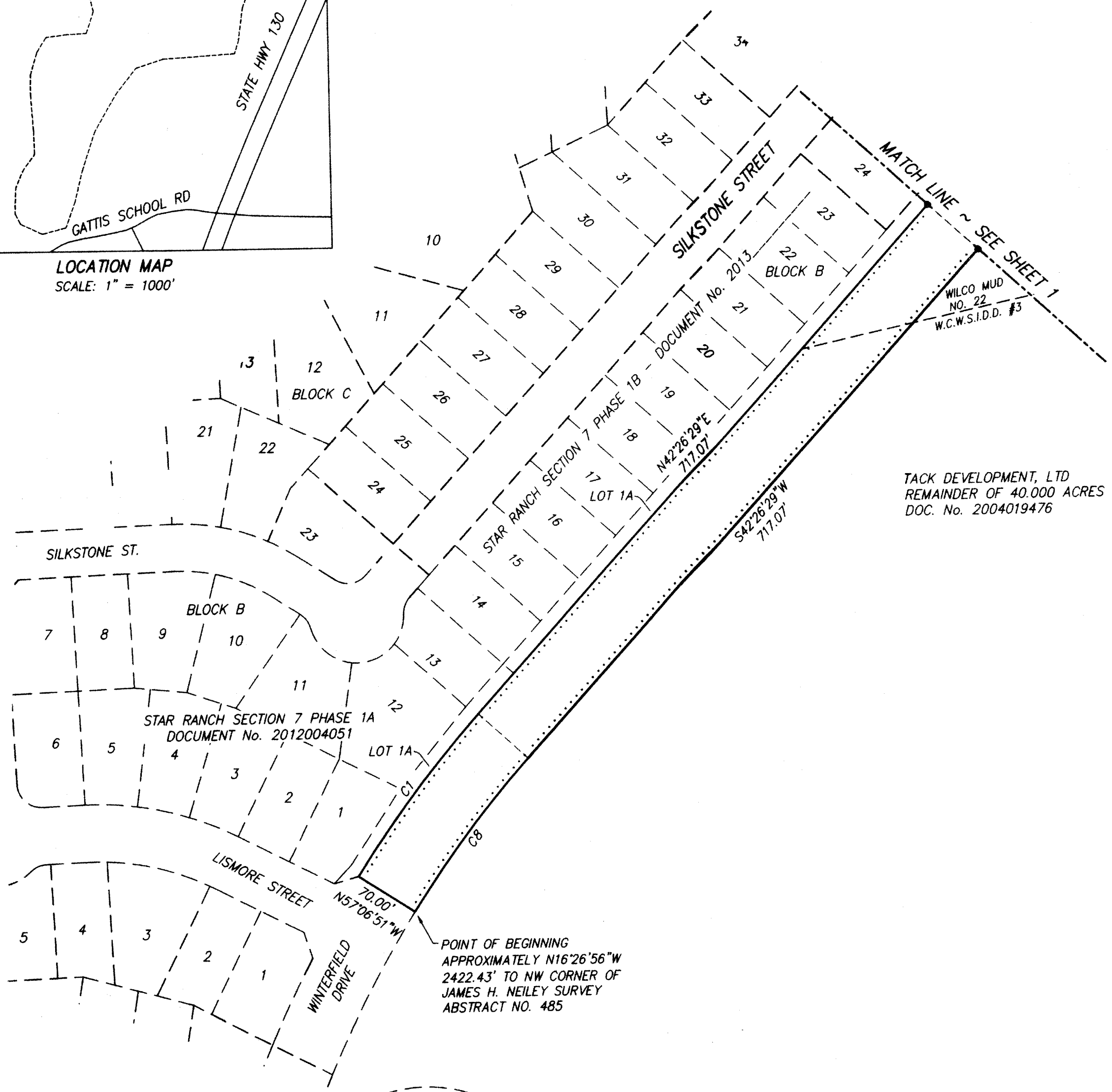
TACK DEVELOPMENT, LTD
REMAINDER OF 325.34 ACRES
DOC. No. 2008092900

TACK DEVELOPMENT, LTD
REMAINDER OF 325.34 ACRES
DOC. No. 2008092900

FINAL PLAT OF
STAR RANCH SECTION 7 PHASE 2
WILLIAMSON COUNTY, TEXAS



LOCATION MAP
SCALE: 1" = 1000'



TACK DEVELOPMENT, LTD
REMAINDER OF 40.000 ACRES
DOC. No. 2004019476

LINE TABLE		
LINE	LENGTH	BEARING
L1	70.28'	S65°15'00"E
L2	28.87'	S26°28'52"E
L3	50.40'	S24°33'18"W
L4	26.85'	S65°09'37"W
L5	27.88'	S11°52'41"E
L6	50.00'	S33°56'26"W
L7	27.88'	S79°45'33"W
L8	36.65'	N02°19'02"W
L9	28.28'	N47°19'02"W
L10	28.28'	N42°40'58"E
L11	28.28'	N42°40'58"E
L12	28.28'	N47°19'02"W
L13	28.28'	N47°19'02"W
L14	28.28'	N47°19'02"W
L15	29.21'	N66°22'29"E
L16	28.31'	N21°40'06"W
L17	20.75'	N41°27'20"E
L18	34.64'	N85°13'42"E
L19	35.60'	N85°13'42"E
L20	19.93'	N53°08'59"W
L21	58.39'	N14°21'05"E
L22	148.99'	N10°12'56"E
L23	121.80'	N05°29'55"E
L24	89.55'	N03°52'28"E
L25	65.98'	N89°22'36"E
L26	60.19'	N89°22'36"E
L27	75.03'	N89°22'36"E
L28	51.13'	N89°22'36"E
L29	60.01'	N86°58'38"W
L30	60.03'	N84°24'16"W
L31	20.92'	N86°58'38"W
L32	39.08'	N86°58'38"W
L33	46.87'	N84°24'16"W
L34	13.16'	N84°24'16"W
L35	61.26'	N74°28'04"W
L36	81.87'	N57°48'50"W
L37	68.15'	N57°48'50"W
L38	13.72'	N57°48'50"W
L39	100.00'	N02°19'02"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	212.64	1275.00	9°33'19"	N37°39'49"E	212.39
C2	374.31	1485.00	14°26'31"	N35°13'13"E	373.32
C3	57.64	275.00	12°00'30"	N08°19'17"W	57.53
C4	37.27	325.00	6°34'11"	S31°46'22"E	37.25
C5	404.37	1485.00	15°36'07"	S11°40'31"W	403.13
C6	252.57	1555.00	9°18'23"	S27°39'01"W	252.30
C7	186.27	1555.00	6°51'48"	S39°00'34"W	186.16
C8	200.96	1205.00	9°33'19"	S37°39'49"W	200.73
C9	119.47	1485.00	4°36'34"	N25°41'41"E	119.43
C10	68.12	325.00	12°00'30"	N08°19'17"W	67.99
C11	13.36	325.00	2°21'16"	N03°29'40"W	13.35
C12	54.76	325.00	9°39'14"	N09°29'55"W	54.70
C13	147.39	330.00	25°35'26"	N79°31'19"W	146.17
C14	120.59	270.00	25°35'26"	N79°31'19"W	119.59
C15	17.39	330.00	3°01'11"	N89°11'33"E	17.39
C16	61.85	330.00	10°44'18"	N83°55'42"W	61.76
C17	68.15	330.00	11°49'57"	N72°38'35"W	68.03
C18	39.72	270.00	8°25'47"	N88°06'09"W	39.69
C19	80.87	270.00	17°09'39"	N75°18'26"W	80.57
C20	74.92	496.49	8°38'46"	N89°33'05"E	74.85
C21	67.38	446.49	8°38'46"	N89°33'05"E	67.31
C22	31.32	446.49	4°01'08"	N87°14'16"E	31.31
C23	36.06	446.49	4°37'37"	N88°26'21"W	36.05
C24	34.83	25.00	79°50'09"	N46°12'28"W	32.08
C25	18.99	25.00	43°31'58"	N64°21'33"W	18.54
C26	15.84	25.00	36°18'10"	N24°26'29"W	15.58
C27	272.10	60.00	259°50'09"	N43°47'32"E	92.04
C28	21.02	60.00	20°04'28"	N76°05'18"W	20.91
C29	42.50	60.00	40°35'07"	N45°45'31"W	41.62
C30	42.50	60.00	40°35'07"	N05°10'23"W	41.62
C31	42.50	60.00	40°35'07"	N35°24'44"E	41.62
C32	46.43	60.00	44°20'16"	N77°52'25"E	45.28
C33	77.14	60.00	73°40'04"	N43°07'25"W	71.94
C34	157.14	275.00	32°44'26"	S18°41'15"E	155.01
C35	133.47	325.00	23°31'47"	S23°17'34"E	132.53
C36	59.76	275.00	12°27'04"	S08°32'34"E	59.64
C37	97.38	275.00	20°17'21"	S24°54'47"E	96.87
C38	50.99	325.00	8°59'19"	S23°59'37"E	50.93
C39	45.22	325.00	7°58'17"	S15°30'49"E	45.18
C40	493.77	1485.00	19°03'04"	N32°54'56"E	491.50

DATE: APRIL 26, 2013 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

S:\LAND2001-2050\2032\dwg\2032-plat.dwg 4/18/2014 11:07:40 AM CDT

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485; AND BEING A PART OF THAT 40,000 ACRE TRACT CONVEYED TO TACK DEVELOPMENT, LTD., BY DEED RECORDED IN DOCUMENT NO. 2004019476 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PART OF THAT 325.34 ACRE TRACT CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at the Northeastly End of Winterfield Drive, a right of way 70 feet wide as shown on the plat of Star Ranch Section 7, Phase 1A, according to the plat thereof recorded in Document No. 2012004051 of the Official Public Records of Williamson County, Texas;

THENCE N.57°06'51"W. along the North Line of said Winterfield Drive a distance of 70.00 feet to a 1/2" iron rod set at the Northwest Corner of Winterfield Drive and the Southeast Corner of Lot 1A, Block B, Star Ranch Section 7, Phase 1A and to a point on a non-tangent curve to the right;

THENCE and along the East Line of said Lot 1A the following two courses:

1. Northeastly along the arc of said curve, a distance of 212.63 feet, said curve having a radius of 1275.00 feet, a central angle of 09°33'19" and a chord bearing N.37°39'49"E., 212.39 feet to a 1/2" iron rod set;
2. N.42°26'29"E. (at 57.07 feet pass a 1/2" iron rod set at the Northeast Corner of Lot 1A and the Southeast Corner of Lot 1A, Block B, Star Ranch Section 7, Phase 1B, according to the plat thereof recorded in Document No. 2013048482 of the Official Public Records of Williamson County, Texas, and continue along the East Line of said Lot 1A and across the said 40,000 Acre Tract, at 515.58 feet pass the common line of the 40,000 Acre Tract and the 325.34 Acre Tract) in all a distance of 717.07 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;

THENCE northeasterly, along the arc of said curve to the left and along the East Line of said Lot 1A a distance of 374.31 feet, said curve having a radius of 1485.00 feet, a central angle of 14°26'31", and a chord bearing N.35°13'13"E., 373.32 feet to a 1/2" iron rod set at the Northeast Corner of said Lot 1A;

THENCE along the North Line of the said plat of Star Ranch Phase 7, Section 1B the following two courses:

1. N.62°40'36"W. a distance of 259.35 feet to a 1/2" iron rod set;
2. N.68°55'01"W. a distance of 49.81 feet to a 1/2" iron rod set at the Northwest Kirkhill Street;

THENCE across the said 325.34 Acre Tract the following 28 courses:

1. N.89°24'58"W. a distance of 90.55 feet to a 1/2" iron rod set;
2. S.87°40'58"W. a distance of 719.18 feet to a 1/2" iron rod set;
3. N.02°19'02"W. a distance of 236.65 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
4. Northerly, along the arc of said curve to the left a distance of 57.64 feet, said curve having a radius of 275.00 feet, a central angle of 12°00'30", and a chord bearing N.08°19'17"W., 57.53 feet to a 1/2" iron rod set;
5. N.75°40'28"E. a distance of 180.00 feet to a 1/2" iron rod set;
6. S.15°24'35"E. a distance of 21.88 feet to a 1/2" iron rod set;
7. N.87°40'58"E. a distance of 300.00 feet to a 1/2" iron rod set;
8. N.02°19'02"W. a distance of 120.00 feet to a 1/2" iron rod set;
9. N.14°33'00"W. a distance of 53.52 feet to a 1/2" iron rod set;
10. N.26°39'06"W. a distance of 49.77 feet to a 1/2" iron rod set;
11. N.54°56'32"E. a distance of 184.53 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
12. Southeastly along the arc of said curve, a distance of 37.27 feet, said curve having a radius of 325.00 feet, a central angle of 06°34'11" and a chord bearing S.31°46'22"E., 37.25 feet to a 1/2" iron rod set;
13. N.61°30'44"E. a distance of 131.10 feet to a 1/2" iron rod set;
14. S.15°13'50"E. a distance of 47.65 feet to a 1/2" iron rod set;
15. N.88°38'55"E. a distance of 80.70 feet to a 1/2" iron rod set;
16. S.86°07'32"E. a distance of 465.00 feet to a 1/2" iron rod set;
17. S.03°52'28"W. a distance of 118.78 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
18. Southerly, along the arc of said curve to the right a distance of 404.37 feet, said curve having a radius of 1485.00 feet, a central angle of 15°36'07", and a chord bearing S.11°40'31"W., 403.13 feet to a 1/2" iron rod set;
19. S.65°15'00"E. a distance of 70.28 feet to a 1/2" iron rod set;
20. S.26°28'52"E. a distance of 28.87 feet to a 1/2" iron rod set;
21. S.24°33'18"W. a distance of 50.40 feet to a 1/2" iron rod set;
22. S.65°09'37"W. a distance of 26.85 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
23. Southwesterly along the arc of said curve, a distance of 252.57 feet, said curve having a radius of 1555.00 feet, a central angle of 09°18'23" and a chord bearing S.27°39'01"W., 252.30 feet to a 1/2" iron rod set;
24. S.11°52'41"E. a distance of 27.88 feet to a 1/2" iron rod set;
25. S.33°56'26"W. a distance of 50.00 feet to a 1/2" iron rod set;
26. S.79°45'33"W. a distance of 27.88 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
27. Southwesterly along the arc of said curve, a distance of 186.27 feet, said curve having a radius of 1555.00 feet, a central angle of 06°51'48" and a chord bearing S.39°00'34"W., 186.16 feet to a 1/2" iron rod set;
28. S.42°26'29"W. (at 103.03 feet pass the Common Line of the 325.34 Acre Tract and the 40,000 Acre Tract) in all a distance of 717.07 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;

THENCE southwesterly, along the arc of said curve to the left and across the said 40,000 Acre Tract, a distance of 200.96 feet, said curve having a radius of 1205.00 feet, a central angle of 09°33'19", and a chord bearing S.37°39'49"W., 200.73 feet to the said Point of Beginning.

Containing 17.00 acres, more or less.

DEDICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

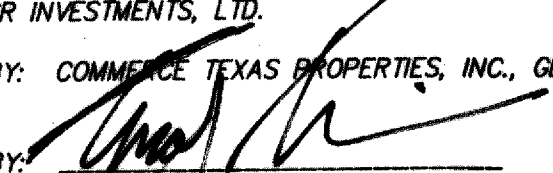
KNOW ALL MEN BY THESE PRESENTS THAT

SR INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH COMMERCE TEXAS PROPERTIES, GENERAL PARTNER, TIM TIMMERMAN, PRESIDENT, BEING THE OWNER OF THAT 17.00 ACRE TRACT OF LAND CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NO. 2013048482 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 17.00 ACRES AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON.

WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH SECTION 7 PHASE 2" AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

SR INVESTMENTS, LTD.

BY: COMMERCE TEXAS PROPERTIES, INC., GENERAL PARTNER

BY: 
TIM TIMMERMAN, PRESIDENT
2490 FM 685
HUTTO, TEXAS 78634

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

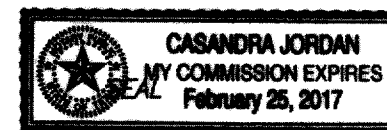
BEFORE ME, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5 DAY OF August, A. D., 20 14


CASANDRA JORDAN
NOTARY PUBLIC SIGNATURE


CASANDRA JORDAN
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 2/25/17



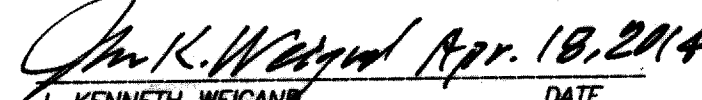
STREET NAMES APPROVED

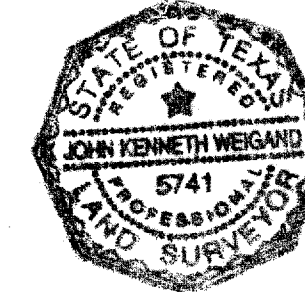
DATE: 4/22/14


Cady Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON, MATHEMATICALLY CLOSE.


J. KENNETH WEIGAND
R.P.L.S. NO. 5741
STATE OF TEXAS

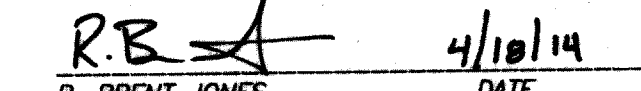


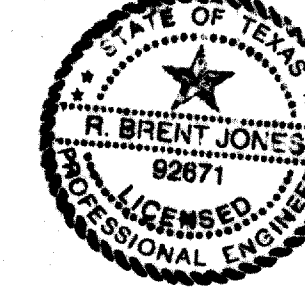
ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE


R. BRENT JONES
DATE
LICENSED PROFESSIONAL ENGINEER NO. 92671
1212 E. BRAKER LANE
AUSTIN, TEXAS 78753



BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.


JOE M. ENGLAND, P.E.
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

4/25/14
DATE

APPROVAL
CITY OF HUTTO

THIS PLAT IS HEREBY APPROVED FOR RECORDING BY THE CITY COUNCIL
THIS ____ DAY OF ____ 20____

MAYOR, CITY OF HUTTO DATE CITY SECRETARY DATE

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS ____ DAY OF ____ 20____

WILL GUERIN, DEVELOPMENT SERVICES DIRECTOR
CITY OF HUTTO, DEVELOPMENT SERVICES DEPARTMENT

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

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____ A. D., ____ AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF ____ A. ____ AT ____ O'CLOCK ____ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO.

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

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: APR. 26, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

Commissioners Court - Regular Session**23.****Meeting Date:** 09/09/2014

Suicide Prevention Month

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

Information**Agenda Item**

Discuss and take appropriate action on proclamation recognizing suicide as a public health problem and designating the month of September 2014 as "Suicide Prevention Month" in Williamson County to coincide with the 2014 National Suicide Prevention Week of September 8th through September 14th, and honoring Blake Pryor as the first recipient of the Hero for Hope Award.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsProclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:22 PM

Started On: 08/26/2014 11:32 AM

That on the 9th day of September, 2014 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

This Commissioners Court Proclamation recognizes suicide as a public health problem, and designates September as “Suicide Prevention Month” in Williamson County to coincide with National Suicide Prevention Week, September 8th through September 14th.

WHEREAS, in the State of Texas, there were 3,032 deaths by suicide in 2012 with two times more suicides than homicides, the highest rates in Texas being among teens and seniors; and

WHEREAS, there were 50 suicides in Williamson County during 2013, down 9 from 2012; and

WHEREAS, it is estimated that 4.6 million people in the United States are survivors of suicide (those who have lost a loved one to suicide); and

WHEREAS, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicides; and

WHEREAS, suicide is preventable and the stigma associated with being a consumer of mental health, substance abuse, and suicide prevention services should be eliminated; and

WHEREAS, statewide suicide prevention efforts have been and should continue to be developed and encouraged; and

WHEREAS, we encourage local strategies to implement training for the recognition of at-risk behavior and for the delivery of effective treatment; and

WHEREAS, organizations such as the American Association of Suicidology and community partners in the Williamson County Mental Health Task Force are dedicated to reducing the frequency of suicide attempts and deaths, and the pain of survivors affected by suicides of loved ones, through education programs, intervention services; and

WHEREAS, Blake Pryor, a 2011 Graduate of Georgetown High School, has been recognized as the first recipient of the Hero for Hope Award, for his actions on July 17th, 2014, in which he saved the life of a woman who was about to commit suicide.

NOW THEREFORE BE IT PROCLAIMED; that the Williamson County Commissioners Court hereby designates September, 2014 as:

“SUICIDE PREVENTION MONTH”

And honors heroes such as Blake Pryor and ask that all citizens of Williamson County help to bring awareness to Suicide Prevention.

PROCLAIMED THIS 9TH DAY OF SEPTEMBER 2014.

Signed:

Dan A. Gattis, County Judge

Commissioners Court - Regular Session**24.****Meeting Date:** 09/09/2014

proc-JRLP

Submitted By: Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a proclamation honoring Judge Robert Lee Penn.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJudge Penn

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 09/03/2014

Reviewed By

Wendy Coco

Date

09/03/2014 02:59 PM

Started On: 09/03/2014 11:48 AM

PROCLAMATION

WHEREAS, Robert Lee Penn moved to Georgetown in 1880, enrolling at Southwestern University, graduating with honors in 1884; and

WHEREAS, he practiced law, engaged in land surveying and served as Williamson County Commissioner and in 1901 was elected Williamson County Judge ; and

WHEREAS, Judge Penn was appointed to the 26th Judicial District Court in 1901, elected to a term in 1902; and

WHEREAS, he resigned to return to the practice of law full time in 1904, positively representing many high profile clients; and

WHEREAS, The Fowler Law Firm, founded by two of his grandsons, Robert Penn Fowler and James Malcolm Harris, has recently opened a Georgetown branch; and

WHEREAS, this year marks the 150th birthday of Judge Penn and we honor his dedicated service to this community;

NOW THEREFORE, I, Dan Gattis, County Judge of Williamson County, TEXAS, do hereby proclaim September 13, 2014 as

Judge Robert Lee Penn Day

Commissioners Court - Regular Session**25.****Meeting Date:** 09/09/2014

Recognition of Larry Gaddes, Chief Deputy of the Tax Assessor/Collector's Office

Submitted For: Deborah Hunt**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Recognize Larry Gaddes, Chief Deputy Tax Assessor/Collector, earning the designation of Certified Tax Administrator

Background

Tax Assessor/Collector Chief Deputy, Larry Gaddes has completed the prerequisites established by the Institute of Certified Tax Administrators (ICTA) and as such has received the distinction of becoming a Certified Tax Administrator (CTA). This achievement means that Mr. Gaddes is educated in every aspect of the property tax profession and is better prepared to provide customer service to the public.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/28/2014

Reviewed By

Wendy Coco

Date

08/28/2014 01:54 PM

Started On: 08/28/2014 01:03 PM

Commissioners Court - Regular Session**26.****Meeting Date:** 09/09/2014

Discuss and take appropriate action regarding the adoption of the FY 2014/2015 tax rates for Williamson County.

Submitted For: Deborah Hunt**Submitted By:** Larry Gaddes, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action regarding the adoption of the FY 2014/2015 tax rates for Williamson County.

Background

The following tax rate was proposed August 19th:

Total- \$0.489029

M&O - \$0.281529

I&S - \$0.167500

RFM - \$0.040000

- Each component of the total tax rate must be adopted separately as outlined in the order
- The vote on a rate that exceeds the effective rate must be a record vote
- The verbiage below must be voiced by the official making the motion for the total tax rate (also highlighted in the Order under Total Tax Rate on pg. 4.):

" I move that the property tax rate be increased by the adoption of a tax rate of \$0.489029, which is effectively an 8 percent increase in the tax rate."

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTax Rate Order

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Larry Gaddes

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:22 PM

Started On: 09/02/2014 12:00 PM

**WILLIAMSON COUNTY COMMISSIONERS COURT ORDER
ADOPTION OF 2014 TAX RATES FOR
WILLIAMSON COUNTY, TEXAS**

STATE OF TEXAS

*** BEFORE THE COMMISSIONERS COURT**

*** OF**

COUNTY OF WILLIAMSON

*** WILLIAMSON COUNTY, TEXAS**

THAT ON THIS THE 9th day of September 2014, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa Birkman, Commissioner Precinct #1
Cynthia Long, Commissioner Precinct #2
Valerie Covey, Commissioner Precinct #3
Ron Morrison, Commissioner Precinct #4
Nancy E. Rister, County Clerk

And at said meeting, among other business, the Court did consider the following:

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2014

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each \$100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning Jan 1, 2014, which will be due no later than January 31, 2015 at the tax rates set forth herein below; and

WHEREAS, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; **NOW**

THEREFORE, BE IT ORDERED that the Williamson County Commissioners Court hereby adopts the following tax rates:

Road and Bridge Tax:

_____ moved for a tax rate of \$0._____ per \$100.00 of taxable value for the purpose of assessing the Road and Bridge Taxes; and seconded by_____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Ron Morrison, Commissioner, Precinct 4:	_____	_____	_____	_____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

Interest and Sinking Service:

_____ moved for a tax rate of \$0._____ per \$100.00 of taxable value for the purpose of Interest and Sinking Service; and seconded by_____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____

Valerie Covey,
Commissioner, Precinct 3: _____ _____ _____ _____

Ron Morrison,
Commissioner, Precinct 4: _____ _____ _____ _____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

Maintenance and Operations:

_____ moved for a tax rate of \$0._____ per \$100.00 of
taxable value for the purpose of Maintenance and Operations (M & O); and seconded
by _____:

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Ron Morrison, Commissioner, Precinct 4:	_____	_____	_____	_____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

Total Tax Rate:

I move that the property tax rate be increased by the adoption of a tax rate of \$0._____ which is effectively a _____% increase in the tax rate.

Moved by _____;
and seconded by _____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	_____	_____	_____	_____
Lisa Birkman, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Ron Morrison, Commissioner, Precinct 4:	_____	_____	_____	_____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$_____.

BE IT FURTHER ORDERED that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under

the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Dan A. Gattis was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 9th day of September of 2014.

Dan A. Gattis, County Judge

ATTEST:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**27.****Meeting Date:** 09/09/2014

County Burn Ban

Submitted For: Jarred Thomas**Submitted By:** Jarred Thomas, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take action on the implementation of a county-wide burn ban not to exceed 90 days and to authorize the County Judge to lift ban in the event drought conditions improve.

Background

Williamson County continues to experience drought conditions. The current Keetch Byrum Drought Index (KBDI) as of 09/03/2014 as follows: AVG 625 - MAX 690 - MIN 546. The majority of Williamson County is in the 600-700 range with 800 being the maximum allowable number.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Drought Maps](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 09/03/2014

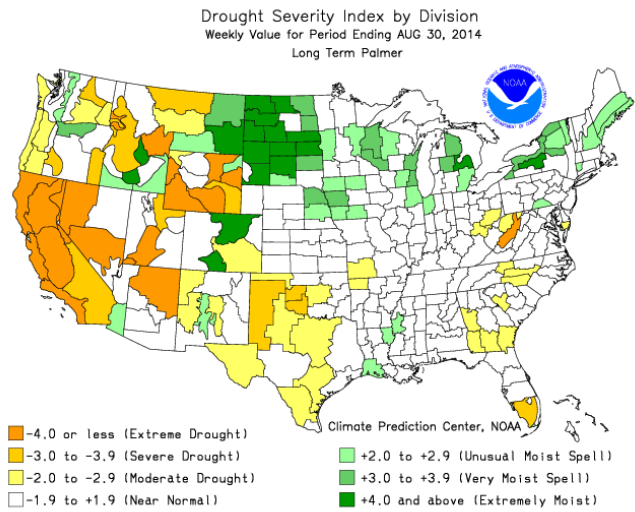
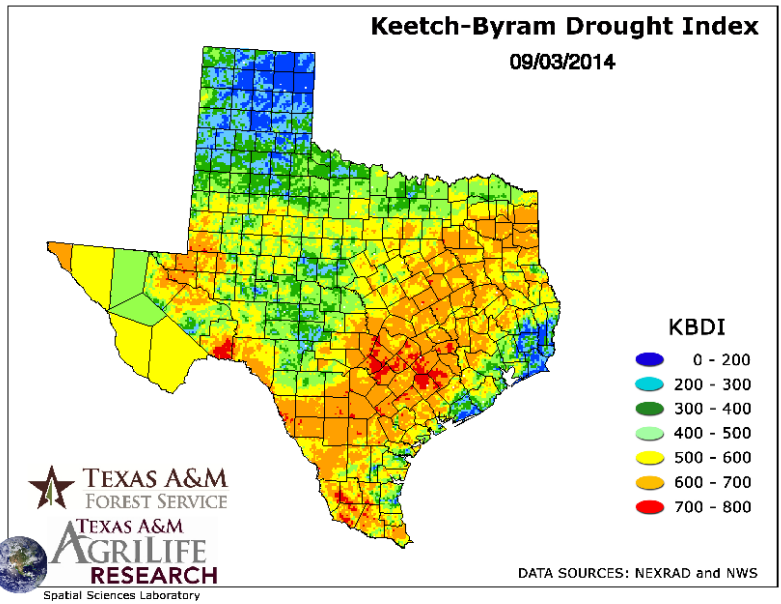
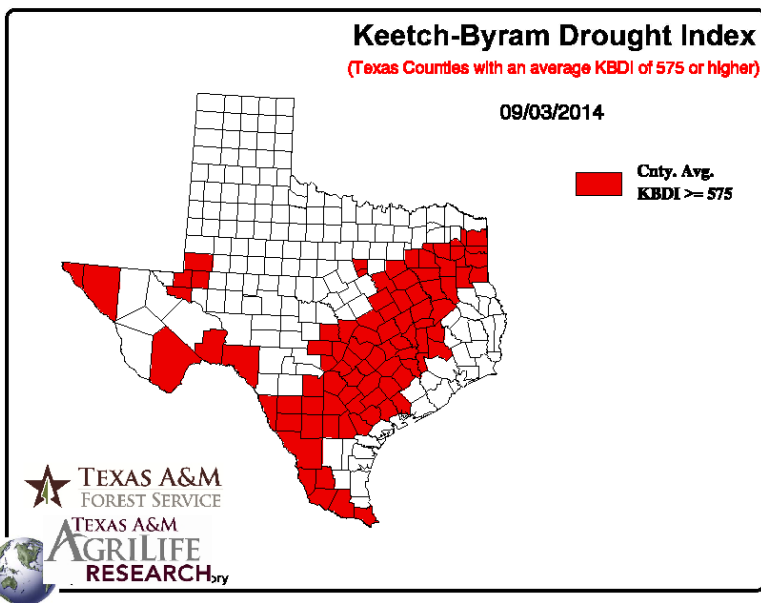
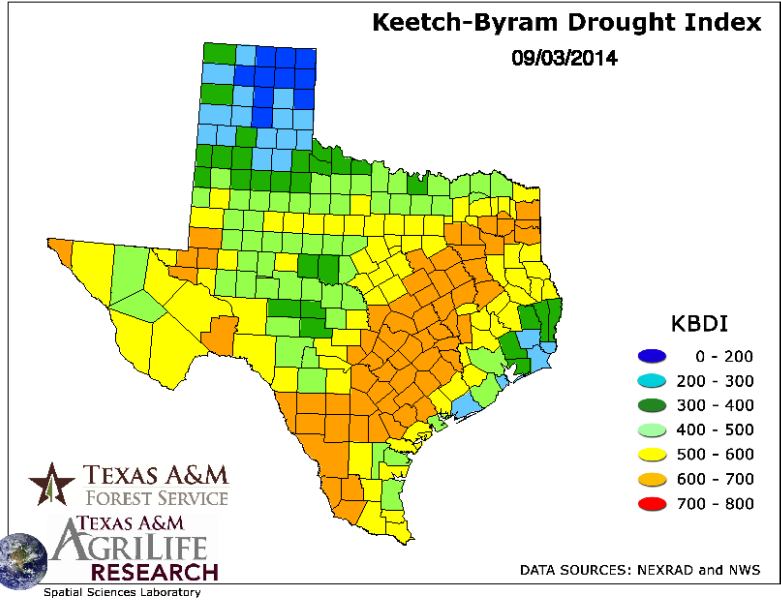
Reviewed By

Wendy Coco

Date

09/03/2014 02:59 PM

Started On: 09/03/2014 01:51 PM



Commissioners Court - Regular Session**28.****Meeting Date:** 09/09/2014

Support of Transportation Bill

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

Information**Agenda Item**

Discuss and take appropriate action on a resolution in support of a constitutional amendment that would authorize annual disbursements from the state's oil and gas production tax collections to the State Highway Fund.

Background

The November 2014 statewide ballot proposition is a constitutional amendment authorized by SJR 1, which legislators approved last year. The amendment would authorize annual disbursements from the state's oil and gas production tax collections to the State Highway Fund. An estimated \$1.7 billion would be transferred in to the State Highway Fund in the first year alone. The amendment would provide a significant step toward meeting the unmet funding needs for transportation projects in Texas.

The ballot language for the proposition reads:

"The constitutional amendment providing for the use and dedication of certain money transferred to the state highway fund to assist in the completion of transportation construction, maintenance, and rehabilitation projects, not to include toll roads."

Michael Vasquez from the Conference of Urban Counties has verified to date, that 7 counties have passed the attached resolution in support of this amendment.

The Round Rock Chamber of Commerce's Transportation Committee urges Williamson County to support this resolution.

The attached resolution has been provided by the Conference of Urban Counties.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:26 PM

Started On: 09/02/2014 02:13 PM

**RESOLUTION IN SUPPORT OF A CONSTITUTIONAL
AMENDMENT FOR INCREASED STATE FUNDING FOR
TRANSPORTATION**

WHEREAS the 83rd Texas Legislature passed historic legislation proposing a constitutional amendment on the November 4, 2014 state ballot affecting the state's roads, highways, and bridges; and

WHEREAS this is "A constitutional amendment to provide for the transfer of certain general revenue to the economic stabilization fund and to the state highway fund and for the dedication of the revenue transferred to the state highway fund"; and

WHEREAS this proposal will allow revenue transferred to the state highway fund to be used only for developing public roadways, other than toll roads; and

WHEREAS this would require that any funds transferred to the state highway fund be allocated by the Texas Department of Transportation consistent with existing formulas to ensure the entire state benefits from this additional funding; and

WHEREAS the proposed amendment will aid in maintaining the current infrastructure and will ease congestion by funding new projects for added capacity without any new or increased taxes or fees; and

WHEREAS a strong transportation system is fundamental to Texas' quality of life and economic vitality, attracting new businesses and generating new jobs; and

WHEREAS state transportation funding over the past several years has been supplemented by bond programs and those bond programs are now exhausted and have resulted in a significant level of debt for Texas; and

WHEREAS the current state budget includes approximately \$5 billion per year in construction funding and will, based on

current revenue projections, drop to only \$2.5 billion the available funds for construction for the next biennium; and

WHEREAS according to the latest report of the 2030 Commission, approximately \$6.1 billion per year in construction funding is needed to achieve “worst possible” conditions and \$9.5 billion per year is needed to achieve “minimally competitive” conditions; and

WHEREAS the proposed amendment would result in an estimated \$1.4 billion per year for the state highway fund; and

WHEREAS while the proposed amendment would not fully fund the state’s overall transportation needs, it would be a key step toward securing critical funding for transportation projects in Texas;

THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court supports the proposed amendment to address Texas’ transportation infrastructure needs on the November 4, 2014 ballot.

ADOPTED THIS 9th DAY OF SEPTEMBER 2014.

Signed:

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**29.****Meeting Date:** 09/09/2014

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 08/27/2014

Reviewed By

Wendy Coco

Date

08/27/2014 10:35 AM

Started On: 08/21/2014 04:41 PM

Commissioners Court - Regular Session**30.****Meeting Date:** 09/09/2014

Tax Agreement

Submitted For: Deborah Hunt**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Round Rock Independent School District and the County of Williamson Texas

Background

The Tax Collection Agreement originals require the County Judge's signature where noted. Signed originals should be returned to the Tax Assessor/Collector's office. Five originals will be sent to the Judge's office prior to the Commissioners' Court meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRRISD

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 09/03/2014

Reviewed By

Wendy Coco

Date

09/03/2014 02:59 PM

Started On: 09/03/2014 08:56 AM

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, Round Rock Independent School District (“Jurisdiction”) and the County of Williamson, Texas, (“County”) have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Round Rock Independent School District, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

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

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, the Jurisdiction must set its annual tax rates not later than the 30th day of September of each year. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel. In no event shall the Jurisdiction be responsible for fees incurred by the County in connection with the collection of delinquent property taxes.

If during the term of the contract, the Jurisdiction determines that the performance of the delinquent property tax law firm is unsatisfactory, the Jurisdiction shall notify the County in writing, specifically identifying the deficiencies the Jurisdiction has observed in the firm's performance. The County shall be given a reasonable period of time to investigate any concerns and take remedial action, if any, in order to cure any such deficiencies. Upon completion of the investigation, the County will provide a written response detailing the results and remedial action, if any, within a reasonable time period.

Notwithstanding any terms of this Tax Collection Agreement to the contrary, at any time after September 1, 2016, the Jurisdiction shall have the right to employ its own private legal counsel to enforce the collection of delinquent taxes as provided by Section 6.30 of the Tax Code. Notice of a decision to employ its own legal counsel shall be furnished in writing at least sixty (60) days prior to the renewal date of the contract.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. "Tax Year" refers to the twelve (12) month period from October 1 to September 30. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually.

The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. Upon invoice from the County, the fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction if not promptly as described.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the Jurisdiction in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County shall be responsible for maintaining custody of taxes collected and agrees to make payments of such taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the upcoming September 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all Tax Years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement contains the entire agreement between the parties and supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing.

12. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

14. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with paragraphs 8 and 11 of this Agreement.

15. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed September 3, 2014.

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson

Deborah M. Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION

Dr. Steve Flores, Superintendent

Commissioners Court - Regular Session**31.****Meeting Date:** 09/09/2014

budget order

Submitted For: Dan Gattis**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on FY14/15 Budget Order

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentsbudget order

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/28/2014

Reviewed By

Wendy Coco

Date

08/28/2014 10:05 AM

Started On: 08/27/2014 01:08 PM

**STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2014/2015 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioner's Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioner's Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2014/2015;

WHEREAS, the Williamson County Commissioner's Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONER'S COURT that the proposed budget filed by the County Judge and amended by the Commissioner's Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	113,220.69 per year
b)	Judge of the County Court at Law #1	157,000.00per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	148,142.00 per year
g)	County Sheriff	114,381.50 per year
h)	County Clerk	93,785.12 per year
i)	County Tax Assessor/Collector	97,527.04 per year
j)	District Clerk	93,785.12 per year
k)	County Treasurer	90,234.18 per year
l)	Each County Commissioner	92,193.24 per year
m)	Each Justice of the Peace	82,072.64 per year
n)	Each Constable	77,635.22 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2014/2015 budget year is as follows:

Veterans Day	Tuesday	November 11, 2014
Thanksgiving Holiday	Thursday Friday	November 27, 2014 November 28, 2014
Christmas Holiday	Wednesday Thursday Friday	December 24, 2014 December 25, 2014 December 26, 2014
New Year's Holiday	Thursday	January 1, 2015
Martin Luther King Day	Monday	January 19, 2015
President's Day	Monday	February 16, 2015
Good Friday	Friday	April 3, 2015
Memorial Day	Monday	May 25, 2015
Independence Holiday	Friday	July 3, 2015
Labor Day	Monday	September 7, 2015

See Addendum: The Williamson County Employee Policy Manual (as updated September 14, 2010). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

1. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

3. A maximum of ~~86~~ positions in the 911 Communications division may receive up to \$~~15000~~.00 per month incentive pay as a designated Field Training Officer. This will be paid for a maximum of 8 months. To receive FTO pay the employee must be TCLEOSE certified as a Telecommunications Training Officer or must be certified as a Communications Training Officer by the Association of Public Safety Communications Officials. The FTO may only receive incentive pay when assigned new personnel during a training period. The trainer will be selected based on the position and duties of the newly hired personnel according to the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

4. A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of \$~~150400~~.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

5. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of \$~~15000~~.00 per month may be paid as FTO incentive pay per position so long as the \$~~15000~~.00 is continuing to be reimbursed by The Texas A&M University System Health Science Center on behalf of the College of Medicine in accordance with their agreement with Williamson County.

6. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund

7. An employee in the Facilities Maintenance department may receive up to \$50.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

8. "An employee in the Technology Services department may receive a supplement of up to \$100 per week for On-Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a cell phone while on call. The assigned on-call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on-call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on-call employee must follow the departmental procedures for On-Call duty in order to receive the supplemental pay."

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Commissioners Court has assigned \$1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total which was calculated at 96% of total in Law Enforcement and 95% of total in Corrections.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than

35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

Use and Distribution of Specific Special Revenue Funds

4. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

5. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. **Uncompensated Care Fund:** The Uncompensated Care Fund was established as a result of the Williamson County Indigent Care Affiliation Agreements entered into between Williamson County, Seton Hospital-Williamson County and St. David's Round Rock

Medical Center. The County has now also entered Indigent Care Affiliation Agreements with Cedar Park Regional Medical Center and Scott & White Hospital – Round Rock. As part of the collaboration established between the hospitals and the County, the County has chosen to use a portion of its annual ad valorem tax revenues to fund Medicaid services provided to Williamson County residents by these hospitals. Revenues to this fund will be spent to pay for Medicaid services provided by St. David’s Round Rock Medical Center, Seton Hospital-Williamson County, Cedar Park Regional Medical Center and Scott & White Hospital – Round Rock, either through direct Medicaid payments to the hospitals or by funding Medicaid supplemental payments to the hospitals through intergovernmental transfers of funding to the State, for purposes of the private hospital Medicaid 1115 Waiver program authorized by Section 355.8201 of the Texas Administrative Code, Title 1.

7. **Employee Fund**

The Employee fund is proceeds collected from Williamson County’s vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of the County Christmas Party
- b) Flowers for the death of an employee only
- c) An award or plaque upon retirement for employee recognition
- d) Employee recognition expenditures as approved by the County Judge.
(Purchasing guidelines must be adhered to)
 - i. The employee must be vested
 - ii. \$40.00 allowed for employees with up to 15 years of service
 - iii. \$80.00 allowed for employees with over 15 years of service
- e) Employee of the Year Awards

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

8. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a “goal of reaching and maintaining 25% of projected claims”. The goal of each year’s budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.

9. **Southwest Road District Fund:** This district was originally created to build roads in this area of the County. The district has paid off all debt and has been dissolved. The remaining funds including ongoing interest earnings are hereby committed for Road Construction, improvements and/or maintenance.

10. **WM-City of Hutto and Hutto ISD Fund**

The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

V. PURCHASING – GENERAL PROCEDURES

1. Effective January 1, 2009, all P.O.'s must be submitted electronically. The following definitions apply to the Purchasing section of this order. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to these guidelines rests with the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. The guidelines outlined in the Williamson County Purchasing Manual are expected to be followed for all purchases. The most current version of the purchasing manual is maintained on the county's website at www.wilco.org/procurement. Guidelines related to purchase orders can be found in the County's purchasing manual. All purchases for materials and supplies require a purchase order prior to placing the order. Approval for payment of invoices that do not have a purchase order must be obtained from the County Judge for his waiver of the requisition requirement. These requests for waiver must be accompanied by a written note from the Department Head, Appointed Official, or Elected Official stating the reason for the break in policy. Requests for a purchase order after the order is placed will not be processed. Guidelines for emergency purchases and purchases that do not require a purchase order prior to placing an order may be found in the purchasing manual or you can contact the purchasing department if you have any questions.

3. **PROCUREMENT CARDS:** Every procurement card issued is linked under one account by the P-Card vendor. A delay in getting the proper documentation from one cardholder could result in the suspension of card privileges for the entire County.

- a) The procurement card memo statement and all receipts must be submitted to Accounts Payable within ~~540~~ days of receipt of statement.
- b) All receipts must be detailed to show items purchased.
- c) Cardholders are responsible to resolve discrepancies with the P-Card vendor
- d) Cardholder is responsible for reimbursing the County for sales tax charged
- e) Cardholder is responsible to verify budget funds are available before purchase is made
- f) Backup documentation is required for travel/training charges. Only airfare charges for county employees may be charged to a procurement card. Charges for non-employees are strictly prohibited.
- g) If a receipt is lost then a signed affidavit attesting to the items purchased must be received in lieu of the receipt.
- ~~g)h)~~ Day meals for day travel may not be charged on the procurement card. These items are taxable and must be reimbursed through payroll.

Suspension of card privileges may be recommended for any cardholder who repeatedly does not follow proper procedures regarding documentation and timeliness for their P-card purchases.

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.
 - a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
 - b) Day travel -travel **outside** the county that does not include an overnight stay.
 - c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
 - d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
 - e) Official county business -business that relates directly to a person's work function and directly benefits the county.
 - f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
 - g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)
2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.
 - a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receipt by the Department all expense

reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.

- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.
- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
- h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- i) A copy of the PO should be submitted with the invoice to properly release encumbered funds.
- j) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
- k) All authorizations and account coding should be made on the invoice.
- l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- m) Some suppliers require payment at the time an order is placed. Please complete a purchase requisition and send the relevant backup documentation to the Purchasing department, who will then forward the request to Accounts Payable.
- n) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.

- q) Cell phone use will be reimbursed/paid according to the county cell phone policy attached hereto as Addendum A.
- r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.
- t) Transfer of funds out of the following line items will not be allowed:
 - i) Salaries
 - ii) Fringe Benefits
 - iii) Training
 - v) Gasoline
 - vi) Cell Phones
- u) Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was, in the judgment of the Commissioner's Court, unnecessary.
- v) The County Budget Officer has the authority to approve a Line Item Transfer from Merit Pay to Salaries in compliance with the Compensation Policy.

VII. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:
 - a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs.
 - b) One Chief and three Captains in the Corrections Division of the Sheriff's Office.
 - c) Each Constable and Deputy Constables
 - d) Investigators in the District Attorney and County Attorneys offices.
 - e) Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioner's Court

- f) The EMS Director, EMS Deputy Director, Tenured Field Command, and Commander of Clinical Practices.
- g) The Hazardous Materials Chief and Assistant Haz-Mat Chief
- h) The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
- i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications.
- j) The MOT Director and all on call MOT counselors
- k) The Manager of Emergency Management and the Assistant Manager of Emergency Management

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
S. Shanks
D. Garrett
J. Hicks

Constable Office Pct. 2

S. Holt

County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and the Budget Officer.
3. All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioner's Court on a quarterly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

VIII. COMMISSIONER'S COURT

This order designates the Commissioner's Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2014/2015 WILLIAMSON COUNTY BUDGET was passed on a vote of 5 for, and 0 against on the -day of September , 2014.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioner's Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Cell Phone Policy

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

- \$20.00 Per Month – (\$10.00 per pmt)
- \$30.00 Per Month - (\$15.00 per pmt)
- \$40.00 Per Month – (\$20.00 per pmt)
- \$50.00 Per Month – (\$25.00 per pmt)
- \$60.00 Per Month – (\$30.00 per pmt)
- \$70.00 Per Month – (\$35.00 per pmt)
- \$80.00 Per Month – (\$40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year) The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Commissioners Court - Regular Session**32.****Meeting Date:** 09/09/2014

termination Texcavation

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval of mutual contract termination between Williamson County and Texcavation Co., LLC related to Contract for Construction Services for Invitation for Bid #14IFB00227 (Tiger Trail Storm Drain Construction), and also authorize: 1) payment of \$12,948.00 in exchange for release of additional claims for work not yet performed; 2) allow remaining work to be performed by Road & Bridge Department; and 3) designate County Judge to sign letter agreement of contract termination and release.

Background

This contract was bid at the amount \$24,568 and completion is currently past due. Texcavation does not possess the materials nor manpower to finish out this project to the County's satisfaction. It is in the best interest of the County to release the contractor from the contract and completing this project with R&B crews. Texcavation is in agreement of the release.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Termination agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 09/04/2014

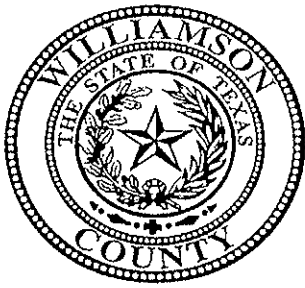
Reviewed By

Wendy Coco

Date

09/04/2014 04:23 PM

Started On: 09/04/2014 10:38 AM



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

September 3, 2014

Texcavation Co., LLC
Attn: Robert Smallwood
517 E. Dallas
Fresno, TX 77545

***In re: Mutual Termination of Contract for Construction Services for
Invitation for Bid #14IFB00227 - Tiger Trail Storm Drain
Construction***

To Whom It May Concern:


The purpose of this letter is to confirm our agreement to allow your company, Texcavation Co., LLC, a/k/a Robert Smallwood d/b/a Texcavation Co. (hereinafter referred to as "Texcavation"), to be released from the above-referenced contract immediately and avoid liquidated damages of \$300.00 per day against Texcavation for failure to perform. Specifically, in exchange for release from this contract and payment for services to date in the amount of \$12,948.00, you agree to the following terms and conditions:

- For valuable consideration as set forth above, receipt of which is hereby acknowledged, Texcavation, and its respective current and former predecessors, successors, partners, parents, affiliates, subsidiaries, and all of the aforementioned respective agents, employees, officers, directors, shareholders, attorneys, collection agencies, and other representatives, upon receipt of full payment of the amounts due hereunder, hereby releases and discharges Williamson County, Texas from all claims pertaining to the Contract for Legal Services for Invitation for Bid #14IFB00227 - Tiger Trail Storm Drain Construction that Texcavation may have with respect to disputes between the parties through the date of this agreement;

- Texcavation warrants and represents that it is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and that it has not heretofore voluntarily or involuntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person or entity any claim or any portion thereof;
- Texcavation hereto agrees not to sue Williamson County, Texas or in any way to assist any other person or entity in suing Williamson County, Texas with respect to any claim released hereunder. This Agreement may be pleaded as full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding, which may be instituted, prosecuted, or attempted in breach of the Agreement contained herein; and
- Texcavation expressly agrees that it shall not bid on any Williamson County, Texas Invitations for Bid or Requests for Proposal or seek any work from Williamson County, Texas for a period of five (5) years from the date of this letter agreement as a direct result of the necessity to terminate the contract for the above-mentioned project. Additionally, the County may consider past relations and previous work history in evaluating any future bidding or responses from Texcavation to Williamson County, Texas at any point in the future.

If this accurately reflects our agreement, please indicate by signing below and returning a signed copy of this letter back to our office. Thank you for your usual assistance and courtesies.

ACKNOWLEDGED AND AGREED:


 Robert Smallwood
 Texcavation Co., LLC
 a/k/a Robert Smallwood
 d/b/a Texcavation Co.

 Hon. Dan Gattis
 Williamson County Judge

Commissioners Court - Regular Session**33.****Meeting Date:** 09/09/2014

NACo Prescription Discount Card Revenue Sharing BA 09-09-2014

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the revenues for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any county resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs.

Williamson County and Cities Health District (WCCHD) acts as the county's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approving for program revenue to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$2,250.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:22 PM

Started On: 09/03/2014 08:42 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 09/09/2014

NACo Prescription Discount Card Revenue Sharing BA 09-09-2014

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the expenditures for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any county resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs.

Williamson County and Cities Health District (WCCHD) acts as the county's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approving for program revenue to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	\$2,250.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:22 PM

Started On: 09/03/2014 08:44 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 09/09/2014

Economic Development

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

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:23 PM

Started On: 09/04/2014 09:36 AM

Commissioners Court - Regular Session**36.****Meeting Date:** 09/09/2014

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 proposed SH 29 project.
- c) Discuss proposed acquisition of property for right-of-way for future parkland.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: Arterial H
- f) Discuss the acquisition of real property: Tradesman Crossing
- g) Discuss the acquisition of real property: Neenah Blvd.
- h) Discuss the acquisition of real property: Landfill properties (Chandler Rd.)

2. Property or Real Estate owned by Williamson County

- a) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
- b) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.
- c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/04/2014

Reviewed By

Wendy Coco

Date

09/04/2014 04:23 PM

Started On: 09/04/2014 09:35 AM