

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 21ST, 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 – 6)

5. 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).
6. Discuss, consider and take appropriate action on approval of revised plat for the Rancho Sienna Sec 12A subdivision - Pct 3

REGULAR AGENDA

7. Discuss, consider, and take appropriate action on a resolution recognizing Judge Billy Ray Stubblefield.
8. Hear the October 2014 Construction Summary Report for the Road Bond and Pass Throught Financing projects.
9. To discuss, consider and take appropriate action on the Department of Infrastructure's projects and issues update.

10. Discuss, consider and take appropriate action on approval of a Development Agreement with MREC MAG Morningstar, LLC. regarding the cost participation in the engineering, design and construction of the northwest quadrant of Kaufman Loop.
11. Discuss, consider and take appropriate action on the approval of a real estate contract to acquire 15.25 acres, more or less, from D-STAR Holdings, L.P. and Gaida Family, L.P. for SH 29 right-of-way.
12. Discuss, consider and take appropriate action on the acceptance of the donation of 2.45 acres of right-of-way for Kaufman Loop from Williamson County MUD # 17.
13. Discuss, consider and take appropriate action on the acceptance of a deed without warranty executed on behalf of Barclay/Texas Holdings VI. L.P. , being the Beck Commons Lot 7-A cave parcel.
14. Acknowledge and ratify the County Judge's execution of plan implementation documents entitled Aetna Life Insurance Company, Application for Stop Loss Insurance in relation to the implementation setup for the Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration.
15. Acknowledge and ratify the County Judge's execution of plan implementation documents entitled Health Care Reform Act- Public Goods Pool in relation to the implementation setup for the Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration.
16. Acknowledge and ratify the County Judge's execution of plan implementation documents entitled Cigna Disclosure of Payment of Commissions and Service Fees in relation to the implementation setup for the Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration.
17. Discuss, consider and take any appropriate action regarding contract amendment for 2013-2014 with the TX State Library and new contract for 2014-2015 for the County Clerk microfilm project of Official Public Records.
18. Discuss, consider and take appropriate action on a First Amendment to Authorized User Agreement in order to extend the term of the agreement to November 30, 2014.
19. Discuss, consider and take appropriate action regarding approval of TWC renewal contract for Williamson County Constable, Pct. 3.

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)."

- 20.** 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.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Discuss Kaufman Loop.
- 21.** 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.)
 - i) Discuss the acquisition of real property: Inner Loop
 - j) Discuss the acquisition of real estate containing underground water rights and interests.
 - 2. Property or Real Estate owned by Williamson County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - 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
- 22.** 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

- 23.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 24.** Discuss and take appropriate action regarding economic development matters.
- 25.** Discuss and take appropriate action on real estate.
- 26.** 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
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 - 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
- 27.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 28.** Comments from Commissioners.

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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:** 10/21/2014

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: 10/15/2014

Reviewed By

Kerstin Hancock

Wendy Coco

Date

10/15/2014 04:09 PM

10/15/2014 04:25 PM

Started On: 10/15/2014 02:22 PM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
9	Mouse Dell	None	None	Working
3	Computer Dell Optiplex 740	Service tag # CL27MC1, G7FV5H1, GLV1ZH1		Working
1	Data I/O Machine	None	None	Non-Working
1	Laptop Carrying Case Targus	None	None	Working
	See attachment A			Working

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

Jason M. Barnett

Print Name

Signature

Contact Person:

Candi Zaccheus

Print Name

+1 (512) 943-1629

Phone Number

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

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

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 _____

Description	Serial #	County Tag #	Condition
Scanner Canon DR-2050C	DL347189	None	Working
Scanner Canon DR-2050C	DL352343	None	Working
Scanner Canon DR-2050C	DL347184	None	Working
Scanner Canon DR-2050C	DL350612	None	Working
Scanner Canon DR-2050C	DL347013	None	Working
Scanner Canon DR-2050C	DL366380	None	Working
Scanner Canon DR-2050C	DL352337	None	Working
Scanner Canon DR-2050C	DL350613	None	Working
Scanner Canon DR-2050C	DL347033	None	Working
Scanner Canon DR-2050C	DL352336	None	Working
Scanner Canon DR-2050C	DL347169	None	Working
Scanner Canon DR-2050C	DL347020	None	Working
Scanner Canon DR-2050C	DL350596	None	Working
Keyboard Dell	CN0RH6597357112502H7	None	Working
Keyboard Dell	CN0W76583717257T0H5B	None	Working
Keyboard Dell	CN0MW4373717269P00IN	None	Working
Keyboard Dell	CN0J46287161663A09P5	None	Working
Keyboard Dell	CN0TH8364475187N0437	None	Working
Keyboard Dell	CN0RH6597357103U02NV	None	Working
Keyboard Dell	CN0DJ3317161678B0RIE	None	Working
Monitor Dell 1704FP	CN0Y42997161858TBCWR	None	Working
Monitor Dell 1704FP	CN0Y42997161858TBEWC	None	Working
Monitor Dell 1704FP	CN0Y42997161859PCB3A	None	Working
Monitor Dell 1704FP	CN0Y42997161858TBEVM	None	Working
Telephone AT&T 8101	969T61004029	None	Working

Williamson County

Asset Status Change Form

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- ☒ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity
☐ SALE at the earliest auction *
 ☐ DESTRUCTION due to Public Health / Safety
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	Office chairs		N/A	working <input type="checkbox"/>
1	Metal Cabinet		N/A	working <input type="checkbox"/>
1	Storage rack		N/A	working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:
FROM (Transferor Department): Auction

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

Tony Hill

Print Name

Signature

10/7/2014

Date

Contact Person:

Tony Hill

Print Name

5129433314

Phone Number

RECEIVED

OCT 8 2014

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

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donor - Representative:** (If being

approved for Sale or Trade-in, no signature is necessary.)

Linda Gunter

Print Name

Signature

10-7-14

Date

Contact Person:

Linda Gunter

Print Name

Phone Number

943-3567

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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Williamson County

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 ☐ 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	Okidata Printer C9600	Serial # AF6A002390B0	None	Non-Working
1	HP LaserJet Printer 9050	Serial # JPRL8H089	None	Working
1	HP Color LaserJet Printer 3700n	Serial # JPLBK02351	None	Non-Working
1	Dell Laptop Latitude D820	Service tag # D2XHKC1	C01356	Working
2	Dell Laptop Latitude D630	Service tag # 3K47KH1, 9ZRKZF1	C02007	Working

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

Jason M. Barnett

Candi Zaccheus

Print Name

Print Name

Signature

Date

+1 (512) 943-1629

Phone Number

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

RECEIVED

Print Name

Print Name

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	small round table			Working
1	rolling desk chair-broken arm			Non-Working
1	Epson LCD Projector Model: ELP-5500	s/n: AW908Y0758C	00097	Working
1	large paper cutter		A103504	Working

Parties involved:
FROM (Transferor Department): County Attorney

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

 Dee Hobbs
 Print Name

Signature

Contact Person:

 Stephanie Lloyd
 Print Name

10-02-14

Date

 943-1116
 Phone Number

RECEIVED

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

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

Print Name

Signature

Date

Print Name

Phone Number

 OCT 6 2014
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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Williamson County

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Asset List:

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

Parties involved:
FROM (Transferor Department): Auditor's Office

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

Julie M. Kiley

Print Name

Signature

Contact Person:

Lisa Moore

Print Name

+1 (512) 943-1623

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

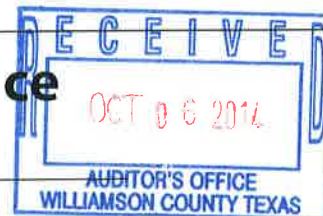
Date Phone Number

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Computer Dell OptiPlex 740	Service Tag # 6QTN2F1		Working
1	Computer Dell OptiPlex 740	Service Tag# 7QTN2FI		Working
1	Computer Dell OptiPlex 740	Service Tag# BML7ZDI		Working
1	Computer Dell OptiPlex 740	Service Tag #DQVIZHI		Working
1	Dell Monitor	MX08G15S47605C4AXNE		Non-Working

Parties involved:
FROM (Transferor Department): JP2

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

EDNA STAUDT

Print Name

Signature

Contact Person:

MELISSA EAST

Print Name

+1 (512) 260-4218

Date Phone Number

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

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED

OCT 9

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor	MX07R477832335E0B91		Working
1	Dell Monitor	MX07R4774832335E0B93		Working
1	Dell Monitor	MX07R4774832335E0B92		Working
1	Dell Monitor	CN0C730C716232701544		Working
1	Dell Monitor	CN0273114760643BAXVO		Non-Working

Parties involved:
FROM (Transferor Department): JP2

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

EDNA STAUDT

Print Name



Signature

Contact Person:

MELISSA EAST

Print Name

+1 (512) 260-4218

Date Phone Number

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

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
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Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED

OCT 9 2011

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP LASERJET P4015n	SERIAL # CNDY155892		Non-Working
1	HP LASERJET P4015n	SERIAL # CNDY15521		Working
1	HP LASERJET 2200dn	SERIAL # CNGSG09577		Working
1	HP LASERJET 4200/4300 SERIES	WILCO TAG # 100010		Non-Working
1	DELL 5330dn PRINTER	SERVICE TAG # JIJTNQI		Non-Working

Parties involved:
FROM (Transferor Department): JP2

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

EDNA STAUDT

Print Name



Signature

Contact Person:

MELISSA EAST

Print Name

+1 (512) 260-4218

Date Phone Number

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

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED

OCT 9

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

[Print Form](#)
The following asset(s) is(are) considered for: (select one)

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dodge SLT 4X4 white tailgate	n/a	n/a	Working
4	Federal 215 X 35 X ZR18 Supersteel tires on 18" Niche Rims	n/a	n/a	Working
				Working
				Working

Parties involved:
FROM (Transferor Department): Law Enforcement (560)

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

Chief LC "Tony" Marshall

Paul Swisher

Print Name

Print Name

Signature

August 25, 2014

+1 (512) 943-3373

Date Phone Number

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
8	Echo Weedeaters	n/a Unreadable	N/A	Non-Working
1	Snapper Mower	SN # 1152214	N/A	Non-Working
1	Bearcat Mower	N/A Unreadable	N/A	Non-Working
1	H/P/ Printer	CNHCH43620	100427	Non-Working
1	Mosler Safe	2Z9140-1		Non-Working

Parties involved:**FROM** (Transferor Department): 560 - Sheriff's Office**Transferor - Elected Official/Department Head/****Authorized Staff:**

Tony Marshall

Print Name

Signature

Contact Person:

James D. Carmona

Print Name

+1 (512) 943-1326

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:**

Print Name

Print Name

Signature

Date Phone Number

 OCT 9 2011
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Toshiba TV w/Stand	75958257	NA	Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:**FROM** (Transferor Department): 560 - Sheriff's Office**Transferor - Elected Official/Department Head/****Authorized Staff:**

Tony Marshall

Print Name

Signature

Contact Person:

James D. Carmona

Print Name

+1 (512) 943-1326

Date Phone Number

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED

OCT 9 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 _____

Commissioners Court - Regular Session**6.****Meeting Date:** 10/21/2014

Discuss consider and take appropriate action on approval of revised plat for the Rancho Sienna Sec 12A 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 revised plat for the Rancho Sienna Sec 12A subdivision - Pct 3

Background

This is a resubdivision of Lots 8 through 13, Block K, of the Rancho Sienna Section 12A subdivision. The rear lot lines have been pushed out approximately 10 feet. There are no other changes to the remaining lots of the roadway.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Replat - Lots 8-13 Blk K Rancho Sienna Sec 12A

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 10/15/2014

Reviewed By

Wendy Coco

Date

10/15/2014 04:25 PM

Started On: 10/15/2014 11:00 AM

FIELDNOTE DESCRIPTION:

OF 1.601 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT 1A - 34.166 ACRE REMAINDER TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2013060667 AND ALL OF LOTS 8-13, BLOCK "K", RANCHO SIENNA SECTION 12A, OF RECORD IN DOCUMENT NO. 2013081958, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.601 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF RANCHO TRAIL (50' R.O.W.), BEING THE NORTHEASTERLY CORNER OF LOT 13A OF SAID RANCHO SIENNA SECTION 12A, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, S86°25'12"W, ALONG THE NORTHERLY LINE OF SAID LOT 13A, AT 125.17 FEET PASSING THE NORTHWESTERLY CORNER OF SAID LOT 13A, AND CONTINUING OVER AND ACROSS SAID 34.166 ACRE REMAINDER TRACT, IN ALL A TOTAL DISTANCE OF 135.17 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE SOUTHWESTERLY CORNER HEREOF;

THENCE, CONTINUING OVER AND ACROSS SAID 34.166 ACRE REMAINDER TRACT, FOR THE WESTERLY LINE HEREOF, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) N03°40'59"W, A DISTANCE OF 159.97 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT;
- 2) N75°30'14"W, A DISTANCE OF 40.14 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT;
- 3) S84°42'30"W, A DISTANCE OF 32.02 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT;
- 4) N43°27'09"W, A DISTANCE OF 88.14 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT;
- 5) N08°34'51"W, A DISTANCE OF 122.69 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT;
- 6) N04°28'53"W, A DISTANCE OF 38.62 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, N40°10'55"E, CONTINUING OVER AND ACROSS SAID 34.166 ACRE REMAINDER TRACT, AT 14.23 FEET PASSING A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND AT AN ANGLE POINT IN THE SOUTHERLY LINE OF LOT 1A OF SAID RANCHO SIENNA SECTION 12A, AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 1A, FOR A PORTION OF THE NORTHERLY LINE HEREOF, IN ALL A TOTAL DISTANCE OF 111.12 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND AT THE NORTHWESTERLY CORNER OF LOT 7 OF SAID RANCHO SIENNA SECTION 12A, FOR THE NORTHERNMOST CORNER HEREOF;

THENCE, S42°42'05"E, LEAVING THE SOUTHERLY LINE OF SAID LOT 1A, ALONG THE WESTERLY LINE OF SAID LOT 7, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 136.23 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF RANCHO TRAIL, BEING THE SOUTHWESTERLY CORNER OF SAID LOT 7, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF RANCHO TRAIL, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

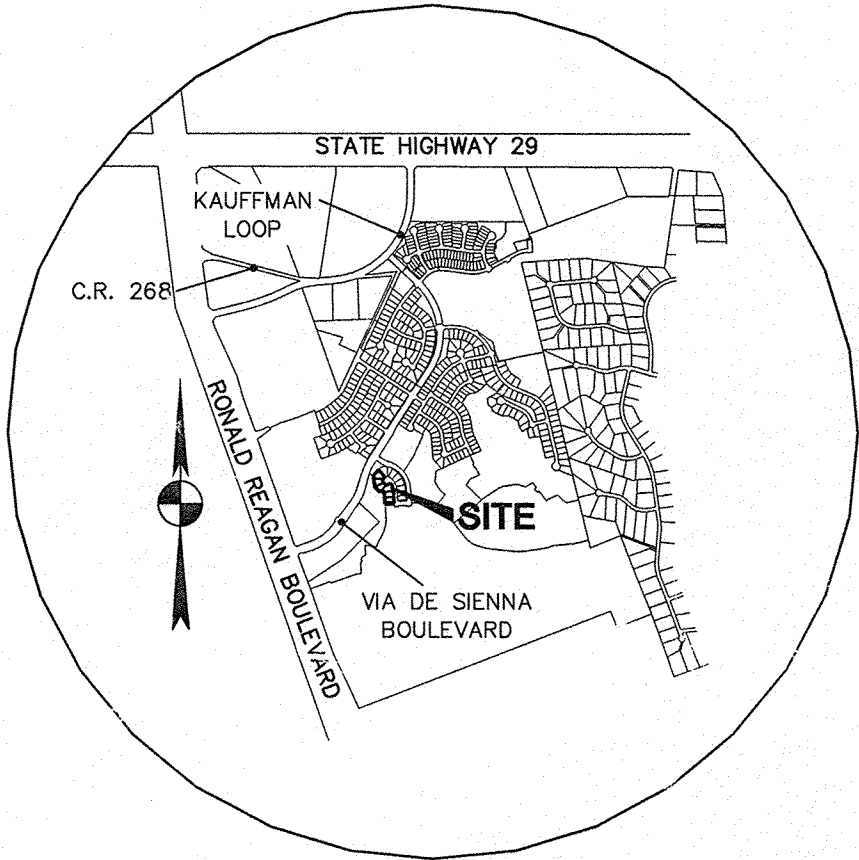
- 1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 185°28'30", AN ARC LENGTH OF 194.23 FEET, AND A CHORD WHICH BEARS S31°56'34"E, A DISTANCE OF 119.86 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT;
- 2) ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°42'43", AN ARC LENGTH OF 41.33 FEET, AND A CHORD WHICH BEARS S77°04'04"E, A DISTANCE OF 36.78 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND AT THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT;
- 3) ALONG SAID COMPOUND CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 25°51'28", AN ARC LENGTH OF 81.23 FEET, AND A CHORD WHICH BEARS S16°32'59"E, A DISTANCE OF 80.55 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND AT THE END OF SAID CURVE, FOR AN ANGLE POINT HEREOF;
- 4) S03°40'59"E, A DISTANCE OF 180.09 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 1.601 ACRES (69,720 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

1. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENTS, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS PLAT AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
2. PRIOR TO CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
3. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT. SEWER SERVICE WILL BE PROVIDED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).
4. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS COURT.
5. BUILDING SLAB ELEVATION SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
8. 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.
9. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
10. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
11. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
12. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF RANCHO SIENNA, SECTION 12A LOT(S) 8, 9, 10, 11, 12, AND 13, RECORDED IN DOCUMENT NO. 2013081958 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

RESUBDIVISION OF LOTS 8-13, BLOCK "K"
RANCHO SIENNA SECTION 12A
BEING 1.601 ACRES OUT OF THE GREENLEAF FISK
SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

- LEGEND
- 1/2" IRON ROD WITH "BURY" CAP SET
 - CAP 1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND
 - (K) BLOCK
 - O/S OPEN SPACE
 - B.L. BUILDING LINE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - F/L/E FENCE AND LANDSCAPE EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - F/W FENCE AND WALL EASEMENT



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, LEGAL DESCRIPTION AND NOTES
2 & 3	FINAL PLAT LAYOUT, BENCHMARK INFORMATION, LEGEND, LINE TABLE, CURVE TABLE AND AREA SUMMARIES CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC
TOTAL ACREAGE.....1.601 ACRES
SURVEY OF.....GREENLEAF FISK SURVEY(A-5)
DATE.....AUGUST, 2014
OF SINGLE FAMILY LOTS.....6
OF OPEN SPACE LOTS.....0
TOTAL # OF LOTS.....6
TOTAL # OF BLOCKS.....1

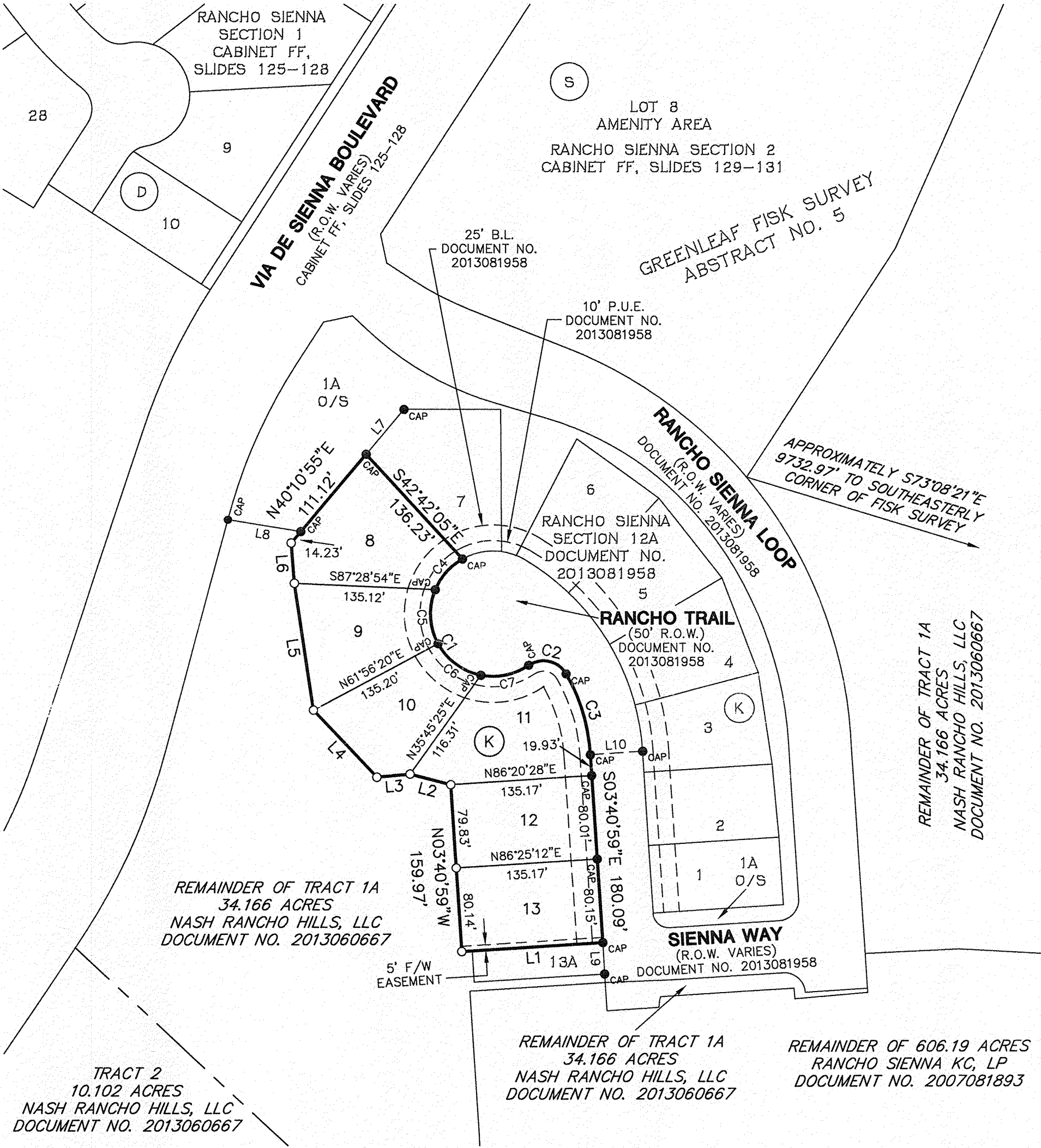
OWNER/DEVELOPER
**Nash Rancho Hills, LLC, a Texas
Limited Liability Company**
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244-6867 FAX (512) 244-6875

ENGINEER
Bury-Aus, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

SURVEYOR
Bury-Aus, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S86°25'12"W	135.17'
L2	N75°30'14"W	40.14'
L3	S84°42'30"W	32.02'
L4	N43°27'09"W	88.14'
L5	N8°34'51"W	122.69'
L6	N4°28'53"W	38.62'
L7	N40°06'16"E	56.21'
L8	N80°37'12"W	70.75'
L9	S3°07'52"E	29.93'
L10	N86°19'01"E	50.00'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	194.23'	60.00'	185°28'30"	S31°56'34"E	119.86'
C2	41.33'	25.00'	94°42'43"	S77°04'04"E	36.78'
C3	81.23'	180.00'	25°51'28"	S16°32'59"E	80.55'
C4	39.90'	60.00'	38°05'53"	S41°44'45"W	39.17'
C5	53.61'	60.00'	51°11'32"	S02°53'58"E	51.84'
C6	52.76'	60.00'	50°22'39"	S53°41'04"E	51.07'
C7	47.97'	60.00'	45°48'26"	N78°13'24"E	46.70'



RESUBDIVISION OF
LOTS 8-13, BLOCK "K"
RANCHO SIENNA
SECTION 12A
DATE: AUGUST, 2014

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2014

SHEET
1
OF 3

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ KNOW ALL MEN BY THESE PRESENTS

THAT NASH RANCHO HILLS, LLC, OWNER OF A PORTION OF THE TRACTS OF LAND SHOWN HEREON BEING A PART OF THAT CERTAIN 34.166 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013060667 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND RH OF TEXAS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, OWNER OF LOT 8, BLOCK "K" OF RANCHO SIENNA SECTION 12A, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN DOCUMENT NO. 2013081958 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, OWNER OF LOTS 9 AND 10, BLOCK "K" OF SAID RANCHO SIENNA SECTION 12A; AND SITTERLE HOMES - AUSTIN, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF LOT 11, BLOCK "K" OF SAID RANCHO SIENNA SECTION 12A; AND PARTNERS IN BUILDING, L.P., A TEXAS LIMITED PARTNERSHIP, OWNER OF LOT 12, BLOCK "K" OF SAID RANCHO SIENNA SECTION 12A; AND WES PEOPLES HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF LOT 13, BLOCK "K" OF SAID RANCHO SIENNA SECTION 12A; DO HEREBY SUBDIVIDE THE 1.601 ACRES AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "RESUBDIVISION OF LOTS 8-13, BLOCK "K" RANCHO SIENNA SECTION 12A". THE OWNERS ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNERS, 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.

NASH RANCHO HILLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY

BY: E. William Meyer
NAME: E. William Meyer 8/12/14
TITLE: Authorized Signatory DATE

RH OF TEXAS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP,

BY: Dominic Lenica
NAME: Dominic Lenica 8/12/14
TITLE: VICE PRESIDENT DATE

CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP

BY: CHTEX OF TEXAS, INC., A DELAWARE CORPORATION, ITS GENERAL PARTNER

BY: Richard N. Maier
NAME: Richard N. Maier 8/13/14
TITLE: Vice President DATE

SITTERLE HOMES - AUSTIN, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: Brian Shields
NAME: Brian Shields 9/5/14
TITLE: Pres. DATE

PARTNERS IN BUILDING, L.P., A TEXAS LIMITED PARTNERSHIP

BY: NORWOOD HOMES, INC., A TEXAS CORPORATION, ITS GENERAL PARTNER

BY: James A. Lemming
NAME: James A. Lemming 8/19/14
TITLE: President DATE

WES PEOPLES HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: Westley J. Peoples
NAME: Westley J. Peoples 8/25/14
TITLE: President DATE

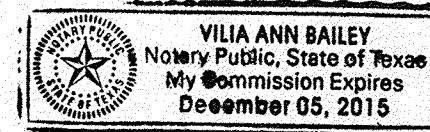
RESUBDIVISION OF LOTS 8-13, BLOCK "K" RANCHO SIENNA SECTION 12A

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. WILLIAM MEYER, OF NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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 12th DAY OF August, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Vilia Bailey
MY COMMISSION EXPIRES ON: 12/5/15

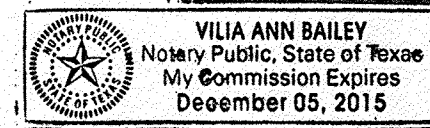


STATE OF TEXAS
COUNTY OF WILLIAMSON §
§ KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Dominic Lenica, OF RH OF TEXAS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, 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 12th DAY OF August, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Vilia Bailey
MY COMMISSION EXPIRES ON: 12/5/15

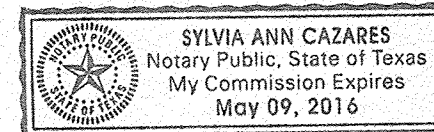


STATE OF TEXAS
COUNTY OF WILLIAMSON §
§ KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Richard Maier, OF CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, BY CHTEX OF TEXAS, INC., A DELAWARE CORPORATION, ITS GENERAL PARTNER, 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 13 DAY OF August, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Sylvia Ann Cazares
MY COMMISSION EXPIRES ON: 5/9/16

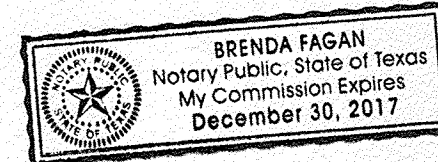


STATE OF TEXAS
COUNTY OF WILLIAMSON §
§ KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Brian Shields, OF SITTERLE HOMES - AUSTIN, LLC, A TEXAS LIMITED LIABILITY COMPANY, 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 5th DAY OF September, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Brenda Fagan
MY COMMISSION EXPIRES ON:



STATE OF TEXAS
COUNTY OF WILLIAMSON)(

THAT MIKE SOHN, TRUSTEE, OF INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2014024064 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF 1.601 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

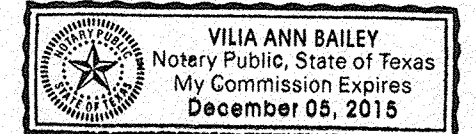
MIKE SOHN, TRUSTEE
INTERNATIONAL BANK OF COMMERCE
130 EAST TRAVIS
SAN ANTONIO, TX 78205

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Wes Peoples, OF WES PEOPLES HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY 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 25th DAY OF August, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Vilia Bailey
MY COMMISSION EXPIRES ON: 12-5-15



STATE OF TEXAS
COUNTY OF WILLIAMSON)(

THAT JAMES D. VANDEVENTER, TRUSTEE, SOUTHSIDE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2014003619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF 1.601 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

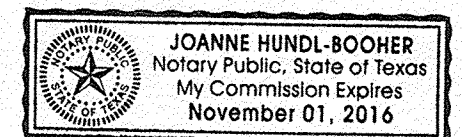
JAMES D. VANDEVENTER, TRUSTEE, SOUTHSIDE BANK
P.O. BOX 1079, 1201 S. BECKHAM AVE.,
TYLER, TX 75710-1079

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED James A. Lemming, OF PARTNERS IN BUILDING, L.P., A TEXAS LIMITED PARTNERSHIP, BY NORWOOD HOMES, INC., A TEXAS CORPORATION, ITS GENERAL PARTNER 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 August, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Joanne Hundt-Booher
MY COMMISSION EXPIRES ON: 11-1-16



STATE OF TEXAS
COUNTY OF WILLIAMSON)(

THAT BEN H. RIGGS, TRUSTEE, COMPASS BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2014010069 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF 1.601 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

BEN H. RIGGS, TRUSTEE, COMPASS BANK
8333 DOUGLAS AVENUE STE 500
DALLAS, TX 75225

RESUBDIVISION OF
LOTS 8-13, BLOCK "K"
RANCHO SIENNA
SECTION 12A
DATE: AUGUST, 2014

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2014

RESUBDIVISION OF LOTS 8-13, BLOCK "K" RANCHO SIENNA SECTION 12A

ENGINEER'S CERTIFICATION:

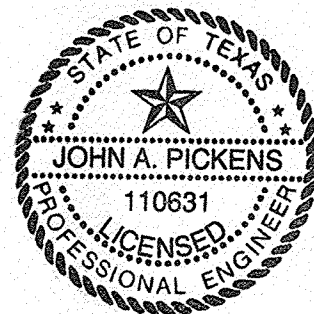
I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO WILLIAMSON COUNTY REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 11 DAY OF August, 2014.

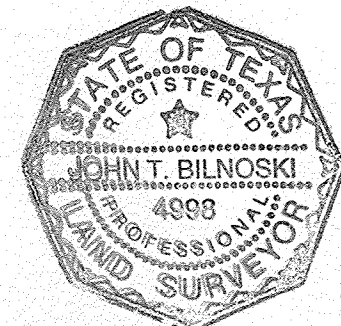
JOHN A. PICKENS, P.E.
NO. 110631 STATE OF TEXAS
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701



SURVEYOR'S CERTIFICATION:

THAT I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

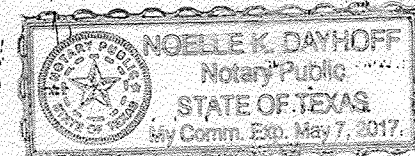


STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED James D. VanDover OF SOUTHSIDE BANK, 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 25th DAY OF September, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Noelle Dayhoff
MY COMMISSION EXPIRES ON: 5/17/2017



STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Brook Trulsen OF COMPASS BANK, 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 9 DAY OF October, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Maria Camarillo
MY COMMISSION EXPIRES ON: 5-23-17



STATE OF TEXAS
COUNTY OF WILLIAMSON

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT 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, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "RESUBDIVISION OF LOTS 8-13, BLOCK "K" RANCHO SIENNA SECTION 12A".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF September, 2014.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: Koji Yamada 9-18-14
Authorized Signatory DATE

STATE OF CALIFORNIA)
COUNTY OF San Diego)

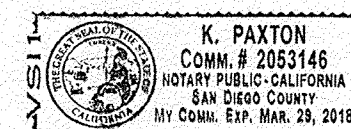
ON September 18, 2014, BEFORE
ME, K. Paxton, Notary Public PERSONALLY
APPEARED, Koji Yamada WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE
SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE
INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE K. Paxton

SEAL

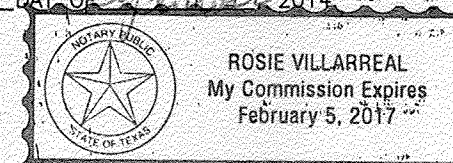


STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Michael K. Sohn OF INTERNATIONAL BANK OF COMMERCE, 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 11 DAY OF September, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: ROSIE VILLARREAL
MY COMMISSION EXPIRES ON: February 5, 2017



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 STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COURT 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 OR 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

I, _____, 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.

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 CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY _____ OF _____, 2014 A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED THIS THE DAY _____ OF _____, 2014 A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER _____.

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

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

BY: _____ DEPUTY

RESUBDIVISION OF
LOTS 8-13, BLOCK "K"
RANCHO SIENNA SECTION 12A

DATE: AUGUST, 2014

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
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Commissioners Court - Regular Session**7.****Meeting Date:** 10/21/2014

Billy Ray Stubblefield Resolution

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a resolution recognizing Judge Billy Ray Stubblefield.

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 02:41 PM

Started On: 10/16/2014 11:04 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 10/21/2014

Road Bond and Pass Through Financing Construction Summary Report

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

Information**Agenda Item**

Hear the October 2014 Construction Summary Report for the Road Bond and Pass Throught Financing projects.

Background

Fiscal Impact

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

AttachmentsOct 2014 CSR

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 09:37 AM

Started On: 10/15/2014 04:45 PM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

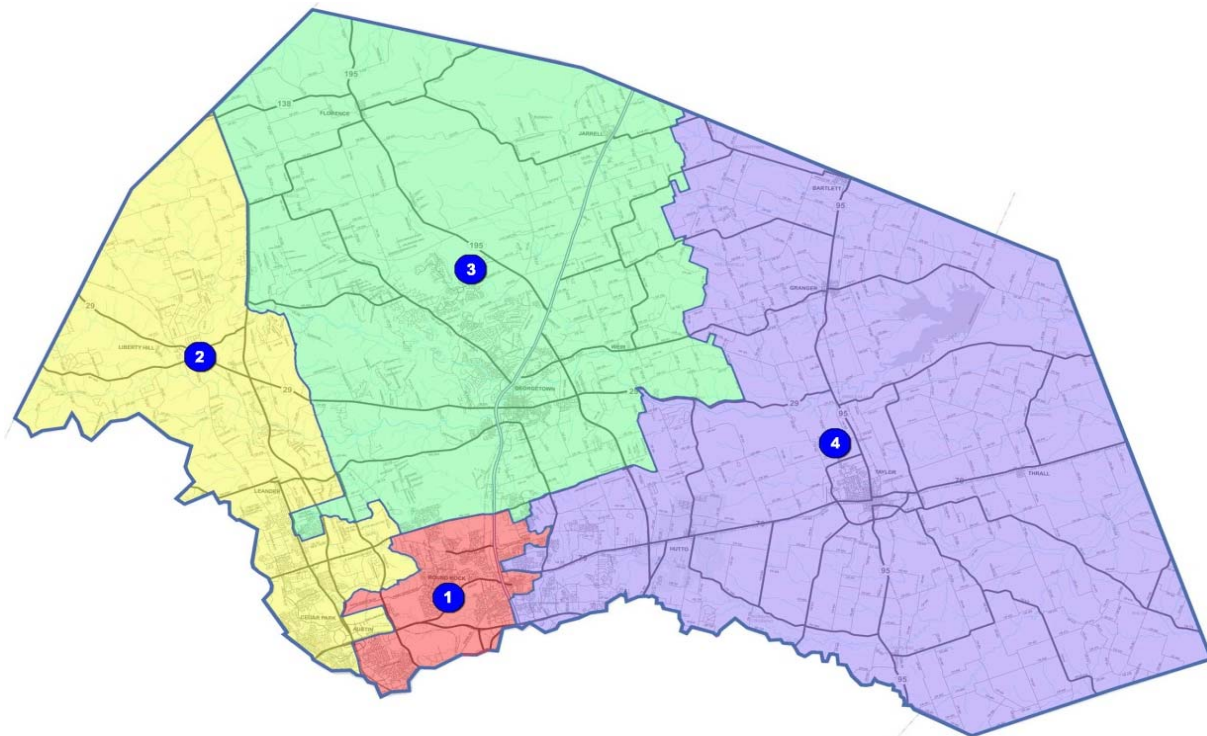
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

October 2014

WWW.ROADBOND.ORG

Volume XIII - Issue No.10



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2014

Precinct 1

- Pond Springs Road (signal) – Jul 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- CR 174 @ Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop Project 2 – Jun 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 @ SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop @ FM 1460 – Nov 2009
- CR 111 (Westinghouse Road) – Jun 2010
- Williams Drive – April 2011
- CR 104, Phase 2 – May 2011
- RM 2338 (PTF) – Dec 2011
- SH 29 @ Park Pl & Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – June 2013
- Ronald Reagan Blvd. North Phase 4 – March 2014
- Madrid Drive Extension – September 2014

Precinct 2

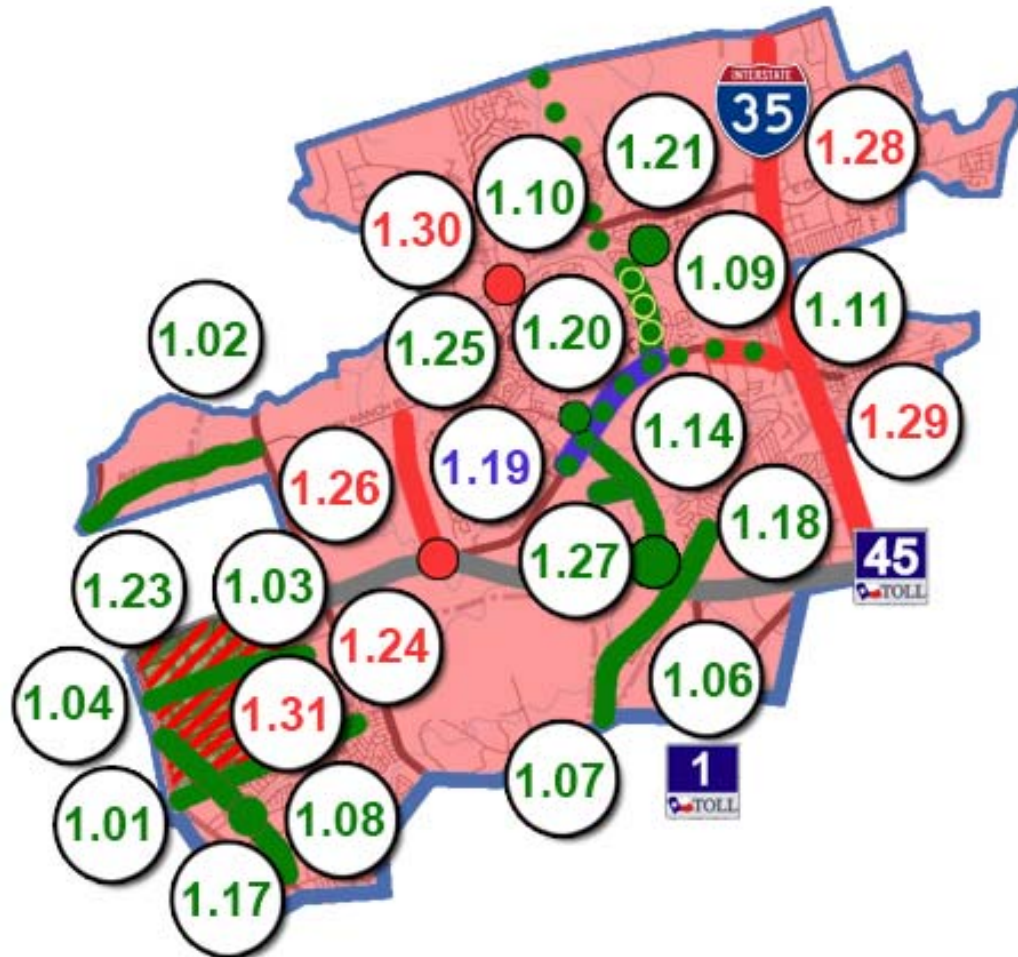
- FM 1869 @ SH 29 (signal) – Aug 2002
- County Road 175 – Jun 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd North Ph. 1 – Sep 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010
- CR 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- CR 260/266 – April 2013
- CR 277 – July 2014

Precinct 4

- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – Dec 2010
- FM1660 @ Landfill Rd. – Sep 2011
- BUS 79 Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- CR 138 – June 2013
- CR 108 – November 2013

PRECINCT 1

COMMISSIONER BIRKMAN



Completed/Open to Traffic

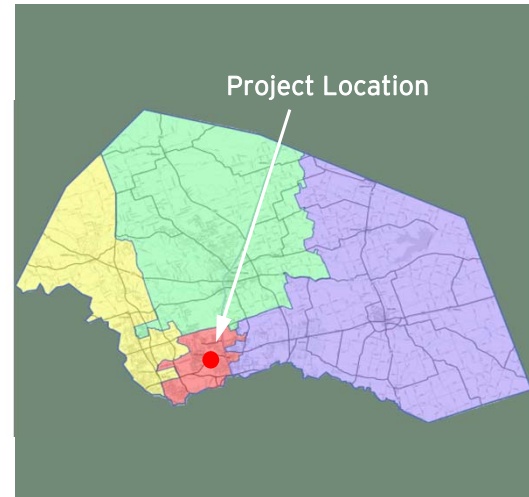
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass @ SH 45
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study
- 1.25 King of Kings Crossing
- 1.27 South Great Oaks Extension

Under Construction / Bidding

- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)

In Design

- 1.24 Pearson Ranch Underpass @ SH 45/RM 620
- 1.26 Pearson Ranch Road
- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 Overpass @ Railroad / Chisholm Trail
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements



RM 620 SAFETY IMPROVEMENTS

(Cornerwood Dr. to Wyoming Springs Dr.)

Project Length: 2.1 Miles

Roadway Classification: Major Urban Arterial

Roadway Section: Four-lane Divided

Structures: Three Bridge Class Culverts

Project Schedule: February 2013 - October 2014

Estimated Construction Cost: \$11.6 Million



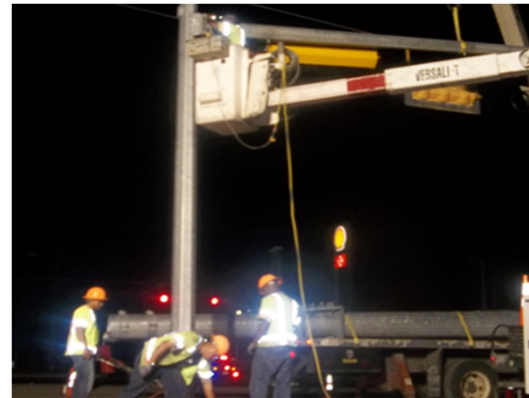
SEPTEMBER 2014 IN REVIEW

09/05/2014: CF Jordan completed second course flex base between O'Connor and Cornerwood Dr. The Contractor placed topsoil in the median between Wyoming Springs and Smyers Ln. Subcontractor ATS installed poles on the south side of RM 620 at Cornerwood, Great Oaks, O'Connor and Wyoming Springs.

09/12/2014: CF Jordan continued placing topsoil in the median areas between O'Connor and the Hospital Entrance. Subcontractor ESS poured concrete curb and gutter from Wyoming Springs to Cornerwood. ATS began pulling wire through the conduits on the south side of RM 620.

09/19/2014: CF Jordan re-seeded portions of the water quality ponds. Night-time rolling lane closures are scheduled for paving at the Cornerwood, Wyoming Springs and O'Connor intersections and for milling and paving of the Great Oaks intersection.

10/03/2014: CF Jordan continues grading topsoil in the median between Great Oaks and Cornerwood. The Contractor poured concrete pads around valve boxes and drain outlets at Water Quality Ponds A, B, and C. CF Jordan spread topsoil, seeded and installed soil retention blanket at Ponds A and B.



Design Engineer: Halff
Contractor: CF Jordan Construction
Construction Observation:
Darren Muenster, Atkins

Williamson County
Road Bond Program



PRIME
STRATEGIES,
INC.

RM 620 Safety Improvements (Cornerwood to Wyoming Springs)
Project No. 12IFB00036

Original Contract Price = \$11,281,112.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/17/2012	12/4/2012	2/4/2013	2/7/2013	Oct 2014		587	0	587
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	2/11/2013	2/28/2013	10	\$480,434.00	\$480,434.00	4	2
	2	3/1/2013	3/31/2013	31	\$282,266.70	\$762,700.70	7	7
	3	4/1/2013	4/30/2013	30	\$653,237.30	\$1,415,938.00	12	12
	4	5/1/2013	5/31/2013	31	\$719,137.75	\$2,135,075.75	18	17
	5	6/1/2013	6/30/2013	30	\$745,487.08	\$2,880,562.83	25	22
	6	7/1/2013	7/31/2013	31	\$408,509.40	\$3,289,072.23	28	28
	7	8/1/2013	8/31/2013	31	\$424,063.01	\$3,713,135.24	32	33
	8	9/1/2013	9/30/2013	30	\$360,790.23	\$4,073,925.47	35	38
	9	10/1/2013	10/31/2013	31	\$828,037.80	\$4,901,963.27	42	43
	10	11/1/2013	11/30/2013	30	\$402,459.60	\$5,304,422.87	46	49
	11	12/1/2013	12/31/2013	31	\$232,615.66	\$5,537,038.53	48	54
	12	1/1/2014	1/31/2014	31	\$416,070.79	\$5,953,109.32	51	59
	13	2/1/2014	2/28/2014	28	\$381,427.58	\$6,334,536.90	54	64
	14	3/1/2014	3/31/2014	31	\$446,512.67	\$6,781,049.57	58	69
	15	4/1/2014	4/30/2014	30	\$345,178.65	\$7,126,228.22	61	74
	16	5/1/2014	5/31/2014	31	\$449,466.57	\$7,575,694.79	65	80
	17	6/1/2014	6/30/2014	30	\$478,909.98	\$8,054,604.77	69	85
	18	7/1/2014	7/31/2014	31	\$271,988.48	\$8,326,593.25	72	90
	19	8/1/2014	8/31/2014	31	\$806,486.83	\$9,133,080.08	78	95
	20	9/1/2014	9/30/2014	30	\$692,283.64	\$9,825,363.72	84	100

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/13/2013	55,261.60	55,261.60

3F: County Convenience. Additional work desired by the County. This Change Order extends Contract item 100-2002 Prepare ROW to compensate the Contractor for clearing of dead trees and shrubs to eliminate fire hazards east of the project to Deepwood Drive. 4D: Third Party Accommodation. Other. This Change Order adds modifications to the water quality ponds required by TCEQ, in response to comments received too late to incorporate prior to letting. 2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor to secure and protect karst features discovered during construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/24/2013	250,000.00	305,261.60

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor for the closure of karst features discovered during construction operations. The closures will be conducted in accordance with the approved TCEQ closure plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/8/2014	53,139.41	358,401.01

3F: County Convenience. Additional work desired by the County. This Change Order modifies the design of the east end of the project to better accommodate future construction and replaces flex base with Type B hot mix asphalt at the intersections of Cornerwood and Great Oaks with RM 620 in order to minimize inconveniences to the travelling public. 1A: Design Error or Omission. Incorrect PS&E. Adds signal-related items that were shown in the original signal layout plan sheets but were inadvertently not quantified.

Adjusted Price = \$11,639,513.61

PRECINCT 2

COMMISSIONER LONG

Completed/Open to Traffic

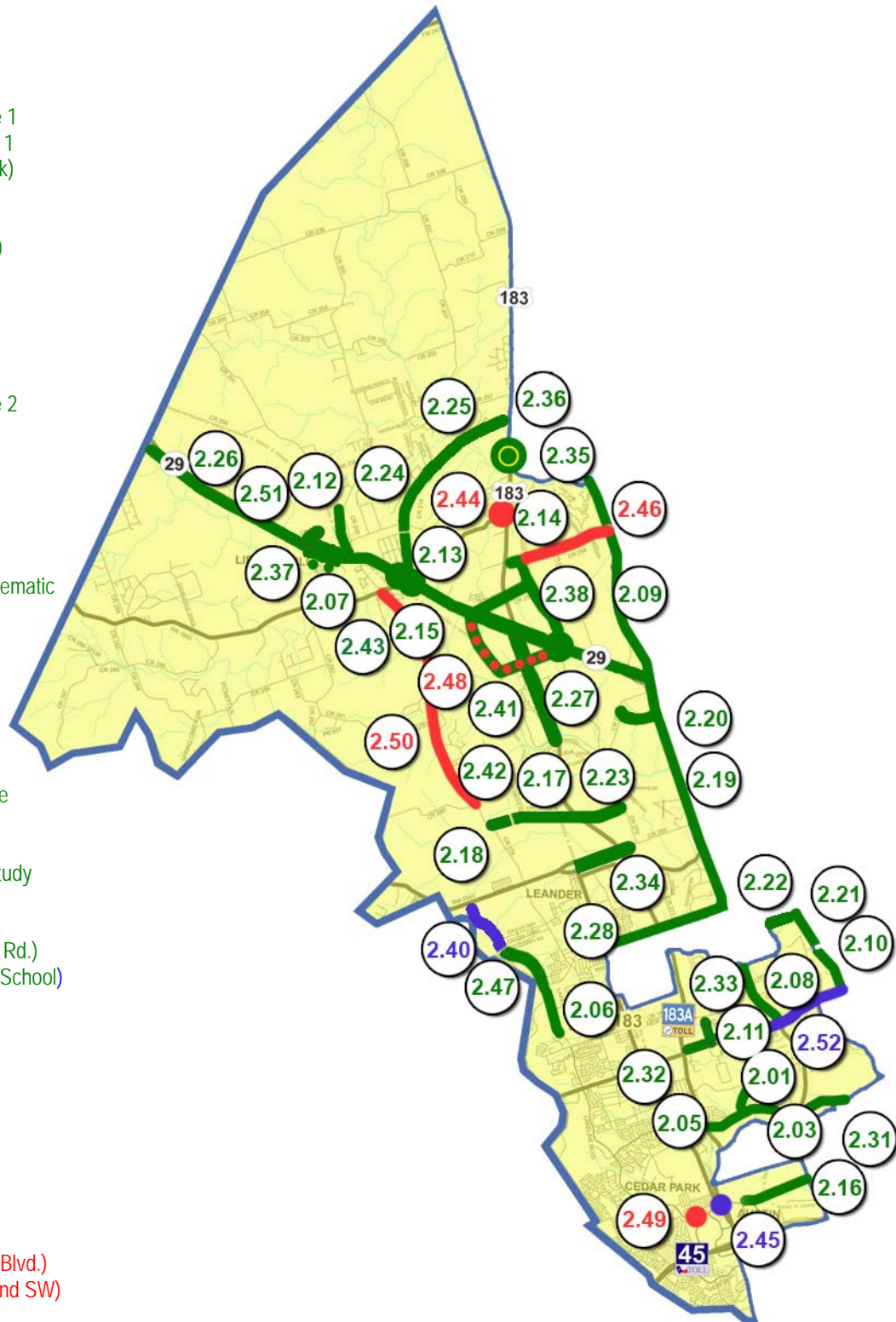
- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd.
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (FM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 SH 29 @ RM 1869 (Signal)
- 2.16 Lakeline Blvd.
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.33 Cottonwood Creek Trail (CR 185)
- 2.34 Hero Way
- 2.35 US 183 @ FM 3405 Traffic Signal
- 2.36 US 183 @ FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 @ SH 29
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.47 Lakeline Blvd. Phase 3
(Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.51 CR 277 (SH 29 to Libery Hill High School)

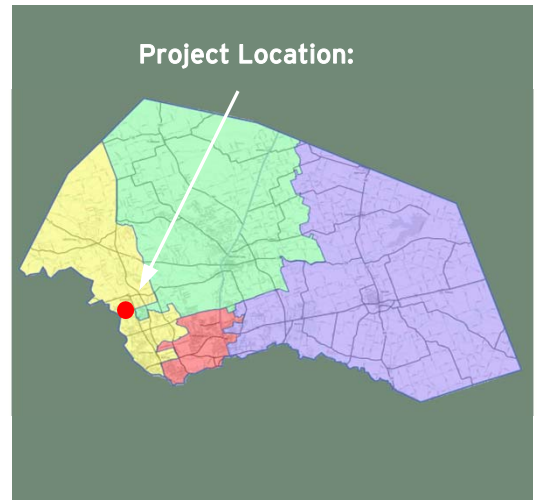
Under Construction / Bidding

- 2.40 Lakeline Blvd. Phase 2
(Old Quarry Rd. to Old 2243)
- 2.45 Lakeline Blvd. @ US 183
- 2.52 FM 1431 at Parmer/Reagan CFI
(Market St. to Sam Bass Rd.)

In Design

- 2.44 US 183 @ RM 1869
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.49 Lakeline Blvd. Right Turn Lanes
- 2.50 Bagdad Rd. North Phase 2 Schematic
(CR 280 to SH 29)





LAKELINE BLVD. EXTENSION PHASE 2

(Old RM 2243 to Old Quarry Rd.)

Project Length: 1.304 Miles

Roadway Classification: Urban Arterial

Roadway Section: Four-Lane Divided

Project Schedule: March 2014 - December 2014

Estimated Construction Cost: \$2.8 Million



SEPTEMBER 2014 IN REVIEW

09/05/2014: DNT completed processing first course flex base from Sta 1+50 to 69+50 (almost the entire length of the project). The Contractor is excavating rock in the proposed bioswales throughout the project.

09/12/2014: DNT placed second course flex base between Sta 1+50 and 69+50. The Contractor hauled off spoils from the bioswale excavation and excavated the downstream channel for Culverts B and C. Subcontractor Chapman trenched for additional sleeves across Lakeline near Sta 37+00 (work performed for Gilpin property outside of the construction contract).

09/26/2014: DNT completed second course flex base between Sta 1+50 and 68+50. Subcontractor Greater Austin formed and poured the upstream and downstream wingwall footings for Culvert C and began forming the downstream footing for Culvert B.

10/03/2014: Subcontractor Greater Austin formed and poured the upstream and downstream wingwall footings for Culverts A and B. Greater Austin began forming the upstream and downstream wingwall footings for Culvert D. The Subcontractor is also slipforming curb and gutter for the southbound lane from the south end of the project towards FM 2243.



Design Engineer: Baker-Aicklen
Contractor: DNT Construction
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

Lakeline Blvd. Extension Phase 2 (Old RM 2243 to Old Quarry Rd.)**Project No. 14IFB00219**

Original Contract Price = \$2,768,985.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/8/2014	2/11/2014	3/7/2014	3/17/2014	12/11/2014		270	0	270	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	3/17/2014	3/31/2014	15	\$136,125.90	\$136,125.90	\$15,125.10	\$15,125.10	5	6
2	4/1/2014	4/30/2014	30	\$91,162.13	\$227,288.03	\$10,129.13	\$25,254.23	9	17
3	5/1/2014	5/31/2014	31	\$66,405.37	\$293,693.40	\$7,378.38	\$32,632.61	12	28
4	6/1/2014	6/30/2014	30	\$88,458.87	\$382,152.27	\$9,828.76	\$24,953.86	15	17
5	7/1/2014	7/31/2014	31	\$198,727.67	\$580,879.94	\$22,080.86	\$47,335.09	23	28
6	8/1/2014	8/31/2014	31	\$198,526.28	\$779,406.22	\$22,058.47	\$54,691.08	30	40
5	9/1/2014	9/30/2014	30	\$173,373.75	\$952,779.97	\$19,263.75	\$73,954.83	37	51
Adjusted Price =									\$2,768,985.10

Lakeline Blvd. at US 183
Project No. 14IFB00226

Original Contract Price = \$409,697.88

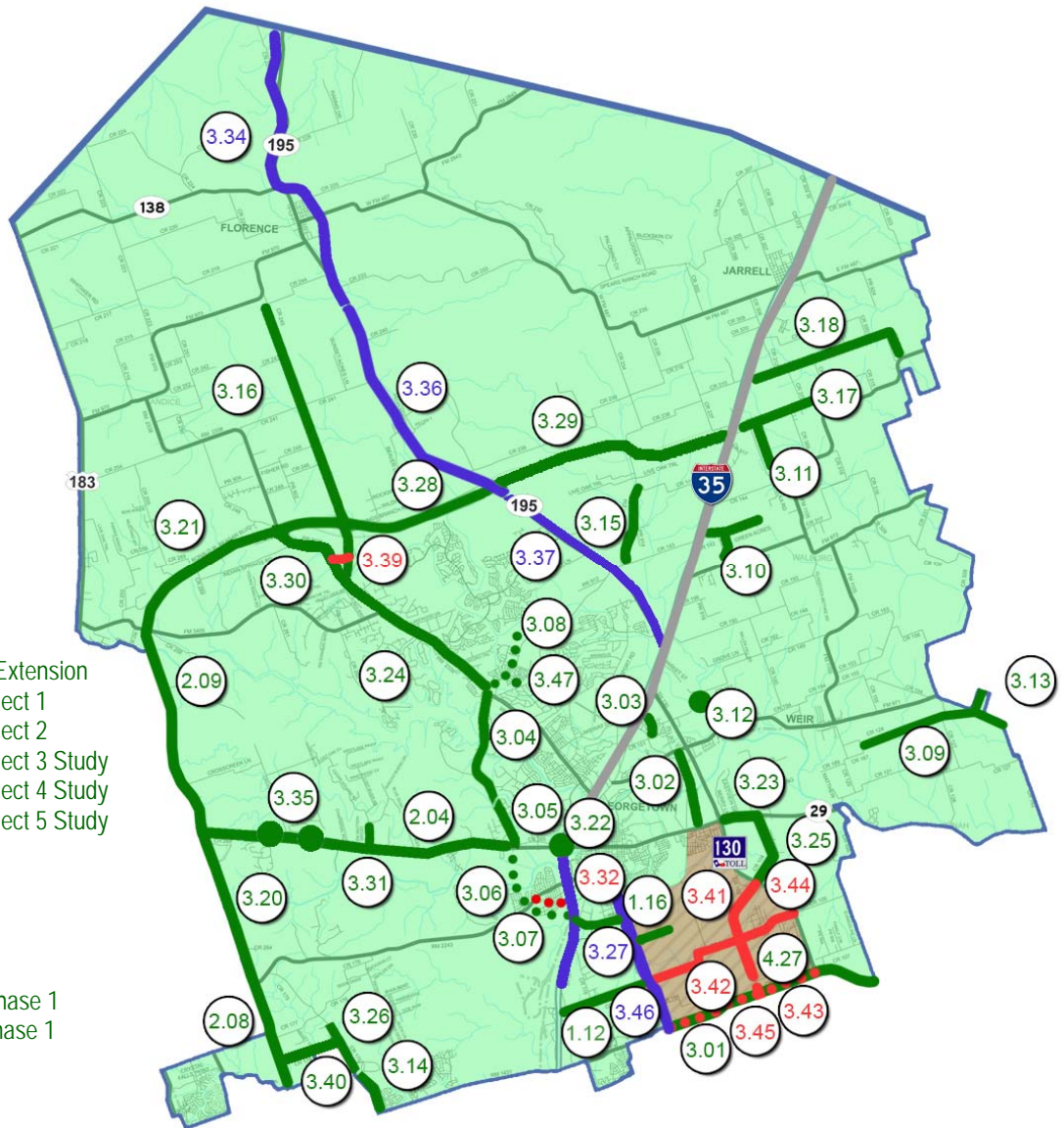
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/21/2014	4/8/2014	5/23/2014	6/2/2014	11/28/2014		180	0	180	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/2/2014	6/30/2014	29	\$2,853.00	\$2,853.00	\$317.00	\$317.00	1	16
2	8/1/2014	8/31/2014	31	\$25,010.90	\$27,863.90	\$2,778.99	\$3,095.99	8	33
3	9/1/2014	9/30/2014	30	\$29,126.14	\$56,990.04	\$3,236.24	\$6,332.23	15	50
10/3/2014	Comments -	After further investigation the conduit from the City of Austin will remain in place. It is estimated that Levy will begin construction the first full week of October.							
						Adjusted Price =		\$409,697.88	

CR 277 (SH 29 to Liberty Hill High School)**Project No. 14IFB00232**

Original Contract Price = \$541,541.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/11/2014	5/6/2014	5/23/2014	6/2/2014	7/31/2014		60	0	60	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/2/2014	6/30/2014	29	\$215,803.64	\$215,803.64	\$23,978.18	\$23,978.18	44	48
2	7/6/2014	8/15/2014	26	\$235,624.43	\$451,428.07	\$26,180.49	\$50,158.67	93	92
3	8/18/2014	10/8/2014	5	\$69,287.72	\$520,715.79	-\$39,531.82	\$10,626.85	98	100
10/3/2014	Comments -	The Ribbon Cutting Ceremony was held on 8/20/14. Substantial Completion was issued on 8/21/14, effective 7/31/14, after completion of the TxDOT inspection. Subcontractor Environmental Safety Service completed installing the guardrail. Traffic signal punchlist items are still in progress.							
						Adjusted Price =		\$541,541.00	

PRECINCT 3
COMMISSIONER COVEY



Completed/Open to Traffic

- 2.04 Cedar Hollow @ SH 29
3.01 Chandler Rd. – Phase 1
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
4.27 Chandler Rd. – Phase 2
3.22 IH-35 @ SH 29 Turnarounds (PTF)
3.23 SH 29/CR 104 – Phase 1
1.12 CR 111 (Westinghouse Rd.)
1.16 SE Inner Loop at FM 1460
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.35 SH 29 @ Park Place Dr. & Jack Nicklaus Blvd.
3.40 CR 179
3.47 Madrid Drive Extension

Under Construction / Bidding

- 3.27 IH-35 Northbound Frontage Rd. and Ramps (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.46 FM 1460 North

In Design

- 3.32 SW Bypass Planning Study
- 3.39 CR 245 Realignment
- 3.41 CR 110 / Arterial A Study Area
- 3.42 CR 111 (FM 1460 to SH 130)
- 3.43 Chandler Road Expansion
- 3.44 CR 110 North Schematic (North of CR 107 to Inner Loop)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)

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

Original Contract Price = \$9,449,782.66

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/8/2010	2/16/2011	5/23/2011	3/31/2011	6/5/2013		630	0	630	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	0	\$210,016.80	\$210,016.80	\$23,335.20	\$23,335.20	2	0
2	5/1/2011	5/31/2011	0	\$718,268.12	\$928,284.92	\$79,807.57	\$103,142.77	11	0
3	6/1/2011	6/30/2011	28	\$848,230.38	\$1,776,515.30	\$94,247.82	\$197,390.59	20	4
4	7/1/2011	7/31/2011	31	\$418,465.80	\$2,194,981.10	\$46,496.20	\$243,886.79	25	9
5	8/1/2011	8/31/2011	31	\$356,504.40	\$2,551,485.50	\$39,611.60	\$283,498.39	29	14
6	9/1/2011	9/30/2011	30	\$560,341.80	\$3,111,827.30	\$62,260.20	\$345,758.59	36	19
7	10/1/2011	10/31/2011	31	\$527,944.35	\$3,639,771.65	\$58,660.48	\$404,419.07	42	24
8	11/1/2011	11/30/2011	30	\$405,323.99	\$4,045,095.64	\$45,036.00	\$449,455.07	46	29
9	12/1/2011	12/31/2011	31	\$35,120.41	\$4,080,216.05	\$3,902.27	\$453,357.34	47	34
10	1/1/2012	2/29/2012	60	\$1,237.50	\$4,081,453.55	\$137.50	\$453,494.84	47	43
11	3/1/2012	3/31/2012	31	\$493,983.51	\$4,575,437.06	\$54,887.06	\$508,381.90	52	48
12	4/1/2012	4/30/2012	30	\$768,931.31	\$5,344,368.37	\$85,436.81	\$593,818.71	61	53
13	5/1/2012	5/31/2012	31	\$364,456.51	\$5,708,824.88	\$19,181.92	\$613,000.63	65	58
14	6/1/2012	6/30/2012	30	\$175,130.56	\$5,883,955.44	\$9,217.40	\$622,218.03	67	63
15	7/1/2012	7/31/2012	31	\$585,821.65	\$6,469,777.09	-\$281,703.45	\$340,514.58	70	67
16	8/1/2012	8/31/2012	31	\$339,921.15	\$6,809,698.24	\$17,890.59	\$358,405.17	74	72
17	9/1/2012	9/30/2012	30	\$297,292.56	\$7,106,990.80	\$15,646.98	\$374,052.15	77	77
18	10/1/2012	10/31/2012	31	\$544,192.78	\$7,651,183.58	\$28,641.72	\$402,693.87	83	82
19	11/1/2012	11/30/2012	30	\$387,662.43	\$8,038,846.01	\$20,403.29	\$423,097.16	87	87
20	12/1/2012	12/31/2012	31	\$242,796.96	\$8,281,642.97	\$12,778.79	\$435,875.95	90	92
21	1/1/2013	1/31/2013	31	\$80,650.91	\$8,362,293.88	\$4,244.78	\$440,120.73	91	97
22	2/1/2013	2/28/2013	12	\$63,772.41	\$8,426,066.29	\$3,356.44	\$443,477.17	91	99
23	3/1/2013	3/31/2013	0	\$266,576.30	\$8,692,642.59	-\$266,076.30	\$177,400.87	91	99
24	4/1/2013	4/30/2013	0	\$32,752.68	\$8,725,395.27	\$668.42	\$178,069.29	92	99
25	5/1/2013	5/31/2013	0	\$258,557.93	\$8,983,953.20	\$5,276.69	\$183,345.98	95	99
26	6/1/2013	8/31/2013	0	\$38,297.53	\$9,022,250.73	\$781.59	\$184,127.57	95	99
27	9/1/2013	1/31/2014	0	\$58,445.02	\$9,080,695.75	\$1,192.75	\$185,320.32	96	99

10/3/2014 Comments - The Certificate of Completion was issued effective 5/9/2014. The Balancing Change Order has been signed by the bonding company and is being processed for Court approval. The GEC continues preparing the project files for close out.

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/20/2011	1,314.05	33,864.05

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the quantity for the length of the bridge beams at Berry Creek and adds a pay item for drill shaft cores.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/25/2011	75,804.00	109,668.05

3F: County Convenience. Additional work desired by the County. The Change Order compensates the Contractor for installing fencing along the ROW where property was donated for the project (Madison). This Change Order also adds quantities to the Prep ROW, Excavation, Embankment, and Curb & Gutter Items in the Contract for the portion of the roadway north of SH 195; which were inadvertently omitted by the Engineer during the bidding process.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/12/2011	41,952.68	151,620.73

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order provides payment to the Contractor for investigating and backfilling karst features discovered during construction. The features are to backfilled according to a plan approved by the TCEQ. 3F: County Convenience. Additional work desired by the County. This Change Order also adds a drop inlet to the project at Sta. 1104+90 to improve drainage.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	12/20/2012	40,000.00	191,620.73

3F: County Convenience. Additional work desire by County. This Change Order adds locations of rock riprap and rock berms to the project, as recommended by the designer. 2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order also adds a Contract Item to compensate the Contractor by force account for maintenance of the rock berms where grass has not been established due to the drought conditions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/18/2012	-220,543.62	-28,922.89
3M: County Convenience. Other. This Change Order removes the portion of the project north of Sta. 1144+00 (south of the original approach to the Yearwood Bridge) to north of SH 195 from the Contract. 3F: County Convenience. Additional Work Desired by the County. This Change Order also adds a Contract Item for the engineering design and materials delivery of the revised Yearwood Tunnel to Contech which has been included in the Reagan North Phase 4 Construction Contract.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	4/23/2013	32,921.10	3,998.21
4B: Third Party Accommodations. Third party requested work. This Change Order adds a new Contract Item to install a driveway at Sta 1129+81 for Madison who donated ROW for the project. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order also adds new Contract items for the Contractor to install a 4" conduit & 2" waterline across the roadway to maintain an existing private waterline in conflict with the construction at Sommerset.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	4/23/2013	182,875.44	186,873.65
3F: County Convenience. Additional work desired by the County. This Change Order adds a 10 LF widening of the new pavement of Ronald Reagan Blvd at the intersections with RM 2338 and CR 245 (both north and south approaches) to provide a left turn lane while maintaining 7 LF wide shoulders. The addition of the left turn lane will increase the safety of the traveling public and the 7 LF wide shoulders will promote safety for the bicyclists using the shoulders at these intersections.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	4/18/2014	57,993.77	244,867.42
3M: County Convenience. Other. As required by Item 341, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project. Specific job control tests were run on the asphalt to monitor the quality of the mix. Using the results of these tests in conjunction with TxDOT formulas as outlined in the specifications, the Contractor was either awarded a bonus or assessed a penalty.			

Adjusted Price = \$9,694,650.08

Ronald Reagan Blvd. North Phase 4 (South of SH 195 to CR 237)
Project No. 12IFB00010

Original Contract Price = \$14,032,624.33

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/31/2012	3/20/2012	5/11/2012	5/13/2012	3/5/2014		539	0	539	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/1/2012	5/31/2012	6	\$185,451.30	\$185,451.30	\$20,605.70	\$20,605.70	1	1
2	6/1/2012	6/30/2012	30	\$22,476.60	\$207,927.90	\$2,497.40	\$23,103.10	2	7
3	7/1/2012	7/31/2012	31	\$235,781.64	\$443,709.54	\$26,197.96	\$49,301.06	3	12
4	8/1/2012	8/31/2012	31	\$237,153.96	\$680,863.50	\$26,350.44	\$75,651.50	5	18
5	9/1/2012	9/30/2012	30	\$600,754.30	\$1,281,617.80	\$66,750.48	\$142,401.98	10	24
6	10/1/2012	10/31/2012	31	\$951,436.84	\$2,233,054.64	\$105,457.78	\$247,859.76	17	29
7	11/1/2012	11/30/2012	30	\$950,458.23	\$3,183,512.87	\$105,606.47	\$353,466.23	25	35
8	12/1/2012	12/31/2012	31	\$772,630.33	\$3,956,143.20	\$85,847.81	\$439,314.04	30	41
9	1/1/2013	1/31/2013	31	\$1,089,043.38	\$5,045,186.58	\$121,262.25	\$560,576.29	39	47
10	2/1/2013	2/28/2013	28	\$1,146,496.06	\$6,191,682.64	\$127,388.45	\$687,964.74	48	52
11	3/1/2013	3/31/2013	31	\$1,161,198.99	\$7,352,881.63	-\$300,970.97	\$386,993.77	54	58
12	4/1/2013	4/30/2013	30	\$692,536.29	\$8,045,417.92	\$36,449.28	\$423,443.05	59	63
13	5/1/2013	5/31/2013	31	\$860,329.21	\$8,905,747.13	\$45,280.48	\$468,723.53	65	69
14	6/1/2013	6/30/2013	30	\$889,659.34	\$9,795,406.47	\$46,824.18	\$515,547.71	71	74
15	7/1/2013	7/31/2013	31	\$372,534.16	\$10,167,940.63	\$19,607.06	\$535,154.77	74	80
16	8/1/2013	9/30/2013	61	\$294,826.61	\$10,462,767.24	\$15,517.19	\$550,671.96	76	91
17	10/1/2013	10/31/2013	31	\$151,546.33	\$10,614,313.57	\$7,976.12	\$558,648.08	77	97
18	11/1/2013	11/30/2013	30	\$360,539.19	\$10,974,852.76	\$18,975.75	\$577,623.83	80	103
19	12/1/2013	12/31/2013	31	\$623,192.74	\$11,598,045.50	\$32,799.62	\$610,423.45	85	109
20	1/1/2014	1/31/2014	31	\$625,463.05	\$12,223,508.55	\$32,919.11	\$643,342.56	89	114
21	2/1/2014	2/28/2014	28	\$960,624.74	\$13,184,133.29	-\$374,278.62	\$269,063.94	93	119

10/3/2014 Comments - The GEC is preparing the remaining change orders for project completion. Ranger and their subcontractors are working on various punchlist items and watering for vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/28/2012	40,000.00	40,000.00

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a force account to pay for additional work necessary to mitigate two (2) karst features discovered during excavation for the Yearwood Tunnel.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/26/2013	80,283.40	120,283.40

1A: Design Error/Omission. Incorrect PS&E. This Change Order adds driveways for the Yearwood property that were not included in the PS&E to maintain access to the ranch road which was cut off with the acquisition of the Reagan ROW. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds new Contract items for encasement pipe with a thinner wall thickness. This change has been approved by CTSUD's design engineer. 6B. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This change order adds steel encasement sleeves for the Irvine and Austin White Lime properties per the ROW acquisition requirements.

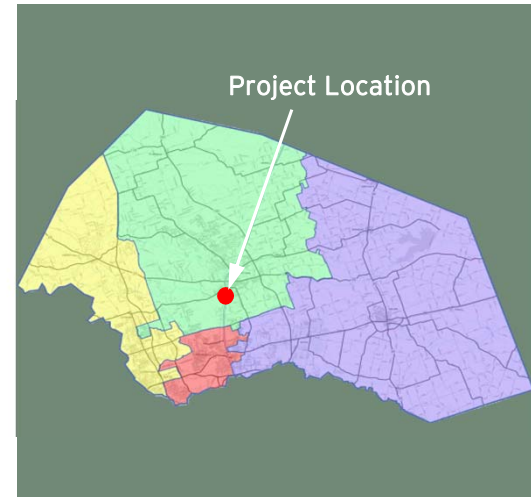
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/13/2013	100,020.20	220,303.60

3F: County Convenience. Additional work desired by County. This Change Order adds a hot mix asphalt overlay and striping on CR 237 from the end of the Ronald Reagan North Phase 4 project limits to the southbound IH 35 Frontage Road.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	6/26/2014	170,649.80	390,953.40

3F: County Convenience. Additional Work Desired by the County. This Change Order adds a new Contract item for additional signage, adds a Force Account item to pay for modifications to the curve radii of the CR 239 north tie-in at Sta. 2222+00, and adds a new Contract item to pay for two recessed gates that were needed to fit field conditions. 6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). 2C: Differing Site Conditions (unforeseeable). New Development (conditions changing after PS&E completed). This Change Order also revises the plan quantity for driveway and driveway culvert pipe items. Driveways were added by agreements with property owners during right-of-way acquisition. Other property owner driveways were constructed along the Project after PS&E was completed but before construction began and were not included in the original plans.

Adjusted Price = \$14,423,577.73



IH 35 NORTHBOUND FRONTAGE ROAD

(Westinghouse Rd. to SH 29)

Project Length: 3.6 Miles

Roadway Classification: Interstate Frontage Road

Roadway Section: Two or Three Lanes with Auxiliary Lanes

Structures: Three Bridges

Project Schedule: February 2013 - Spring 2015

Estimated Construction Cost: \$19.3 Million



SEPTEMBER 2014 IN REVIEW

10/03/2014: Hunter is stripping topsoil for the widening south of Inner Loop in the median area between the frontage road and the mainlanes of IH 35. Hunter placed curb at the proposed intersection of 2243 and the NBFR on the north side of FM 2243. The Contractor continued pouring concrete pedestrian rail and traffic rail foundations on both sides of the West Fork Smith Branch Bridge. Hunter is processing flex base on the north side of West Fork Smith Branch. The Contractor is grading for additional concrete channel under the West Fork Smith Branch Bridge and along Wall 6 south of the bridge. Hunter poured concrete curb and gutter on northbound Entrance Ramp 260 and on the northbound frontage road from West Fork Smith Branch to the north. The Contractor removed and reset portable concrete traffic barrier on IH 35 for northbound Exit Ramps 259B and 260. Hunter is excavating to subgrade for the widening south of Inner Loop in the median area across from Blue Springs. Subcontractor Diamond K began working on the permanent railroad crossing north of Inner Loop replacing the rails and timber ties and beginning the installation of the concrete panels. Subcontractor Levy installed traffic signal poles and mast arms at the intersection of Inner Loop and Austin Ave and at the intersection of the northbound frontage road and Inner Loop. Subcontractor Royal Vista placed concrete for the headwall at the culvert extension across from Blue Springs.



Design Engineer: HNTB
Contractor: Hunter Industries
Construction Inspection: HDR

Williamson County
Pass Through Financing Program



IH 35 Northbound Frontage Road (Westinghouse Rd. to SH 29)
Project No. 13IFB00108

Original Contract Price = \$18,690,161.52

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/28/2012	12/18/2012	2/11/2013	4/1/2013	Spring 2015		548	30	578
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	2/25/2013	3/31/2013	0	\$9,421.00	\$9,421.00	0	0
	2	4/1/2013	4/30/2013	30	\$1,464,965.65	\$1,474,386.65	8	5
	3	5/1/2013	5/31/2013	31	\$1,407,888.24	\$2,882,274.89	15	11
	4	6/1/2013	6/30/2013	30	\$1,225,475.85	\$4,107,750.74	21	16
	5	7/1/2013	7/31/2013	31	\$507,941.54	\$4,615,692.28	24	21
	6	8/1/2013	8/31/2013	31	\$744,450.25	\$5,360,142.53	28	26
	7	9/1/2013	9/30/2013	30	\$712,678.56	\$6,072,821.09	32	32
	8	10/1/2013	10/31/2013	31	\$507,619.54	\$6,580,440.63	34	37
	9	11/1/2013	11/30/2013	30	\$1,019,721.39	\$7,600,162.02	39	42
	10	12/1/2014	12/31/2014	31	\$151,211.90	\$7,751,373.92	40	48
	11	1/1/2014	1/31/2014	31	\$477,394.19	\$8,228,768.11	43	53
	12	2/1/2014	2/28/2014	28	\$190,142.05	\$8,418,910.16	44	58
	13	3/1/2014	3/31/2014	31	\$1,124,484.82	\$9,543,394.98	50	63
	14	4/1/2014	4/30/2014	30	\$545,702.51	\$10,089,097.49	52	68
	15	5/1/2014	5/31/2014	31	\$537,675.27	\$10,626,772.76	55	74
	16	6/1/2014	6/30/2014	30	\$732,724.92	\$11,359,497.68	59	79
	17	7/1/2014	7/31/2014	31	\$562,500.77	\$11,921,998.45	62	84
	18	8/1/2014	8/31/2014	31	\$338,925.85	\$12,260,924.30	64	90
	19	9/1/2014	9/30/2014	30	\$782,025.09	\$13,042,949.39	68	95

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/4/2013	102,415.22	102,415.22

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract item for the permanent and a temporary crossing of the existing Georgetown Railroad by the northbound Frontage Road.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/18/2013	25,000.00	127,415.22

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract item force account to compensate the Contractor for extra work necessary for environmental and Karst Feature remediation and resolution, including material, manpower, and equipment associated with this work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/18/2013	134,242.61	261,657.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of a 6" waterline for the City of Georgetown to replace the existing waterline that is in conflict with the south abutment of the new South San Gabriel River Bridge. Twenty-four (24) days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/10/2013	25,000.00	286,657.83

2I: Differing Site conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order adds a new force account item to the Contract for extra work necessary to repair or replace existing traffic safety items: metal beam guard fence, signs, devices, etc.; including material, manpower, and equipment associated with this work. 3M: County Convenience. Other. This Change Order also revises the item number of the first force account per TxDOT's direction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/12/2013	146,697.00	433,354.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of an 8" waterline for the City of Georgetown to replace the existing waterline in conflict with the construction of the south abutment of the new South San Gabriel River Bridge. Change Order No. 5 deletes most of the items added previously by Change Order No. 3, which was processed simultaneously with the TxDOT permit for the waterline. This Change Orders reflects the final approved revisions to the waterline plans and the specifications for the work are the same as was added previously. This Change Order is FHWA nonparticipating. Six (6) days were added to the contract schedule.

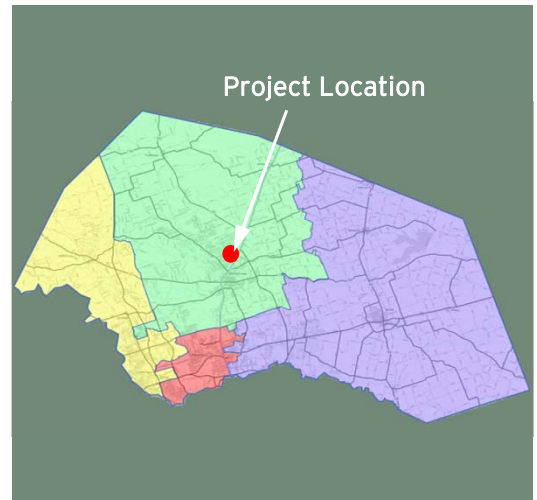
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/13/2014	72,800.00	506,154.83

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). This Change Order increases the contract quantity of Class C concrete to provide compensation for construction of a concrete slab over an existing high pressure Atmos gas line, located under the future northbound frontage road at Sta. 272+77. Constructing a concrete slab to protect the gas line in lieu of utility relocation provides an overall cost savings to the County. This Change Order is FHWA non-participating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	5/13/2014	58,193.51	564,348.34

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order adds a new Contract Item for purchase and delivery of conduit that was ordered to accelerate the PAETEC (Windstream) utility relocation which was in conflict with the construction of the West Fork Branch bridge. This portion of the Change Order is FHWA non-participating. 1A: Design Error or Omission. Incorrect PS&E. This Change Order also adjusts 2" PVC conduit and Type A ground box quantities and adds a Type 1 ground box item that were intended to be constructed in the original plan set but were inadvertently not quantified.

Adjusted Price = \$19,254,509.86



MADRID DRIVE EXTENSION

(W. Sequoia Spur to south of Sherwood Court)

Project Length: 247 Feet

Roadway Classification: Local Street

Roadway Section: Two-lane Undivided

Project Schedule: August 2014-September 2014

Estimated Construction Cost: \$0.15 M



SEPTEMBER 2014 IN REVIEW

09/05/2014: Smith is scheduled to complete excavation, embankment and subgrade next week with a tentative paving date of 9/19/14.

09/12/2014: Smith loaded and hauled off the remaining excess materials and delivered topsoil, which they spread on all disturbed areas along the roadway. Smith placed forms and poured concrete for SETs on the cross culvert pipe.

09/19/2014: Smith completed final grading of ditchlines. The Contractor compacted and bladed subgrade in preparation for paving.

09/26/2014: Smith Contracting completed finishing the subgrade. Subcontractor Wheeler Paving primed and paved 6" Ty B and 2" Ty D asphalt. Smith returned after the completion of the paving to shoulder up the topsoil along the edge of the pavement and install a new stop sign at intersection with W. Sequoia Drive.

10/03/2014: Smith Contracting opened the roadway to traffic on 9/26/14. Smith is watering grass for vegetation establishment. The Notice of Substantial Completion was issued on 10/3/14, effective as of 9/26/14.



Design Engineer: Williamson County
Contractor: Smith Contracting
Construction Observation:
Clayton Weber, HNTB

Williamson County
Road Bond Program

**Madrid Drive Extension
Project No. 14IFB00228**

Original Contract Price = \$142,822.00

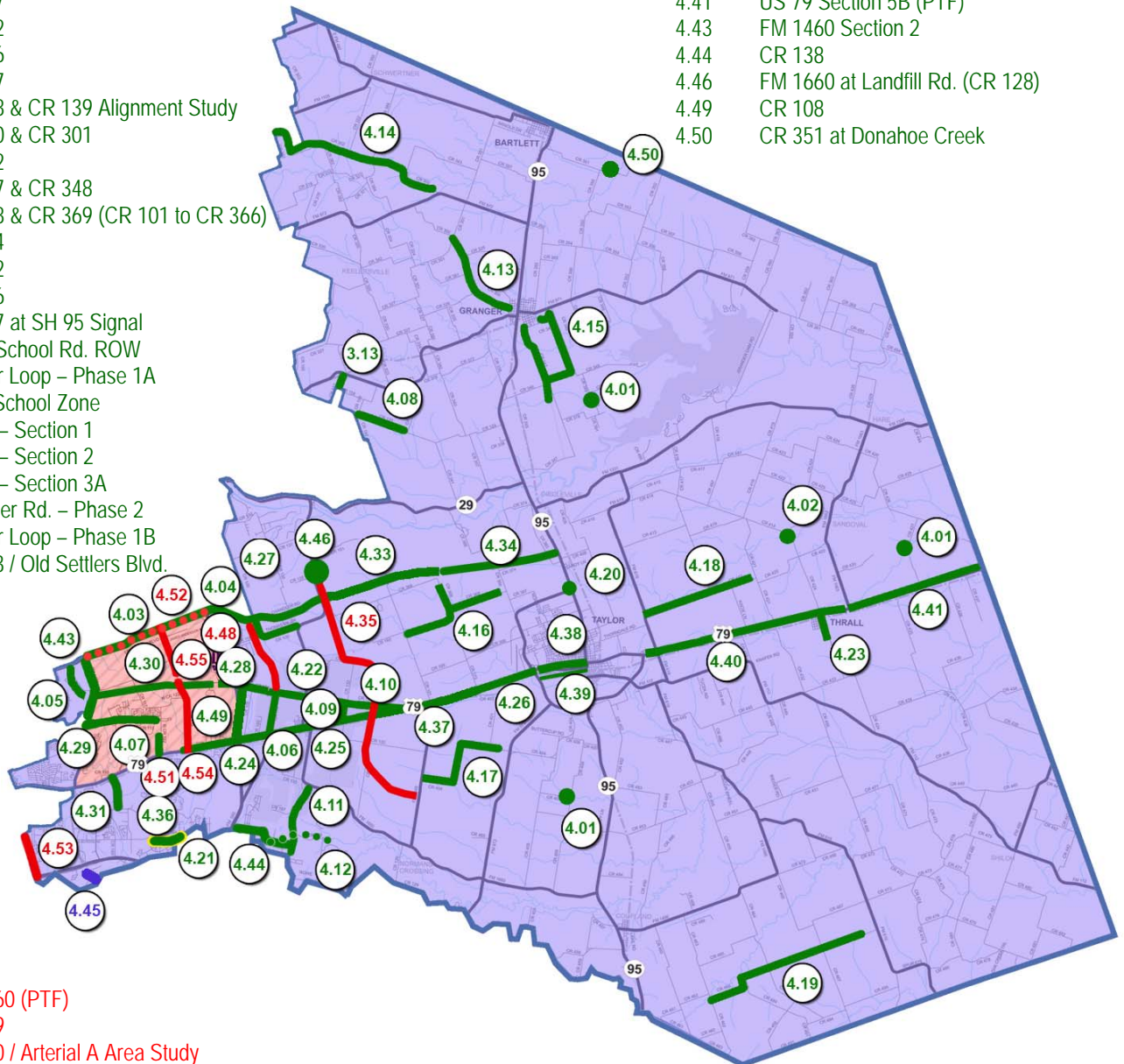
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
7/2/2014	7/16/2014	8/8/2014	8/18/2014	9/26/2014		42	0	42	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/19/2014	9/3/2014	16	\$51,175.58	\$51,175.58	\$5,688.18	\$5,688.18	39.8	38
2	9/4/2014	9/26/2014	23	\$45,180.38	\$96,355.96	-\$3,721.73	\$1,966.45	68.8	93
10/3/2014	Comments -	Substantial Completion was issued on 10/2/14, effective 9/26/14. Vegetation growth punchlist items are still in progress.							
								Adjusted Price =	\$142,822.00

PRECINCT 4

COMMISSIONER MORRISON

Completed/Open to Traffic

- | | | | |
|------|---|------|----------------------------------|
| 4.01 | Bridge Replacements Phase 1
(CR 406, CR 390, CR 427) | 4.30 | Limmer Loop – Phase 1C |
| 4.02 | Bridge Replacements Ph. 2A (CR 424) | 4.31 | Kenney Fort Boulevard – Phase 1 |
| 4.03 | Chandler Rd. – Phase 1 | 4.33 | Chandler Rd. – Phase 3A |
| 4.04 | CR 100 | 4.34 | Chandler Rd. – Phase 3B |
| 4.05 | CR 112 – Phase 1 | 4.36 | Gattis School Road |
| 4.06 | CR 119 | 4.37 | US 79 - Section 3 (PTF) |
| 4.07 | CR 122 at US 79 | 4.38 | 2nd Street Improvements |
| 4.08 | CR 124 | 4.39 | BUS 79 Drainage Improvements |
| 3.13 | CR 157 | 4.40 | US 79 Section 5A (PTF) |
| 4.09 | CR 132 | 4.41 | US 79 Section 5B (PTF) |
| 4.10 | CR 136 | 4.43 | FM 1460 Section 2 |
| 4.11 | CR 137 | 4.44 | CR 138 |
| 4.12 | CR 138 & CR 139 Alignment Study | 4.46 | FM 1660 at Landfill Rd. (CR 128) |
| 4.13 | CR 300 & CR 301 | 4.49 | CR 108 |
| 4.14 | CR 302 | 4.50 | CR 351 at Donahoe Creek |
| 4.15 | CR 347 & CR 348 | | |
| 4.16 | CR 368 & CR 369 (CR 101 to CR 366) | | |
| 4.17 | CR 404 | | |
| 4.18 | CR 412 | | |
| 4.19 | CR 466 | | |
| 4.20 | FM 397 at SH 95 Signal | | |
| 4.21 | Gattis School Rd. ROW | | |
| 4.22 | Limmer Loop – Phase 1A | | |
| 4.23 | Thrall School Zone | | |
| 4.24 | US 79 – Section 1 | | |
| 4.25 | US 79 – Section 2 | | |
| 4.26 | US 79 – Section 3A | | |
| 4.27 | Chandler Rd. – Phase 2 | | |
| 4.28 | Limmer Loop – Phase 1B | | |
| 4.29 | CR 113 / Old Settlers Blvd. | | |



In Design

- | | |
|------|--|
| 4.35 | FM 1660 (PTF) |
| 4.48 | CR 119 |
| 4.51 | CR 110 / Arterial A Area Study |
| 4.52 | Chandler Road Expansion |
| 4.53 | IH 35 Operational Analysis |
| 4.54 | CR 110 South (US 79 to Limmer Loop) |
| 4.55 | CR 110 Middle (North of Limmer Loop to CR 107) |

Under Construction/Bidding

- | | |
|------|--------|
| 4.45 | CR 170 |
|------|--------|

CR 138 (SH 130 to CR 137)
Project No. 12IFB00004

Original Contract Price = \$2,470,871.13

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/29/2012	7/24/2012	9/21/2012	10/1/2012	6/17/2013		270	6	276

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	10/1/2012	11/30/2012	61	\$476,026.56	\$476,026.56	\$52,891.84	\$52,891.84	20	22
2	12/1/2012	12/31/2012	31	\$361,797.83	\$837,824.39	\$40,199.76	\$93,091.60	36	33
3	1/1/2013	1/31/2013	31	\$315,132.30	\$1,152,956.69	\$35,014.70	\$128,106.30	49	45
4	2/1/2013	2/28/2013	28	\$295,520.82	\$1,448,477.51	\$32,835.65	\$160,941.95	62	55
5	3/1/2013	3/31/2013	31	\$313,929.48	\$1,762,406.99	-\$68,183.69	\$92,758.26	72	66
6	4/1/2013	4/30/2013	30	\$138,352.25	\$1,900,759.24	\$7,281.70	\$100,039.96	77	77
7	5/1/2013	6/27/2013	48	\$515,506.12	\$2,416,265.36	-\$50,728.42	\$49,311.54	95	94
8	6/28/2013	10/25/2013	0	\$34,293.95	\$2,450,559.31	\$699.87	\$50,011.41	96	94
9	10/26/2013	5/31/2014	0	\$90,844.06	\$2,541,403.37	\$1,853.97	\$51,865.38	100	94

10/3/2014 Comments - Aaron Concrete and GEC have agreed to final quantities on the project and the GEC is finalizing the balancing change order for final payment of contract items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/26/2013	13,145.00	13,145.00

3F: County Convenience. Additional work desired by the County. This Change Orders adds a new Contract item to remove two property fences that encroach into the CR 138 ROW on both sides of Greenridge Drive and install new fences along the ROW. 4B. Third Party Accommodation. Third party requested work. This Change Order also adds a new Contract item for the installation of two new water services on the reimbursable Manville WSC waterline relocations which were not included in the original design plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/25/2013	20,408.62	33,553.62

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds eight (8) driveway culverts with SETs at driveway locations that had existing culverts under the driveways but were not specified to be replaced in the original plans. Additional new mailbox stands will be installed at the existing locations since the conditions of the existing mailbox stands will not allow them to be relocated. This Change Order also adds a new Contract item to lower a 4" waterline under a driveway in order to reduce the driveway grade, which exceeded County criteria. 3E: County Convenience. Reduction of future maintenance. This Change Order adds a new Contract item for soil retention blankets along the edges of the roadway, in ditches, & on steep backslopes and additional quantity of concrete rip rap to minimize erosion. 2E: Differing Site Conditions (unforeseeable). Miscellaneous differences in site conditions (unforeseeable)

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/30/2013	-3,852.00	29,701.62

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. This Change Order adds a new Contract item to replace the specified final course asphalt D-GR HMA (QCQA) TY-C SAC-B PG70-22) with D-GR HMA (QCQA) TY-C SAC-B PG64-22. There will be a \$1.00/ton credit back to the County associated with the substitution of the asphalt surface course.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	4/1/2014	25,207.80	54,909.42

3F: County Convenience. Additional work desired by the County. This Change Order covers the additional cost of the new fence installation from Change Order #1 due to PVC material cost increase, reimbursement to the contractor for electrical work to a private driveway (Wortham property), and additional drainage work at Dana Drive. 3M: Other. As required by Item 341, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/1/2014	67,490.46	122,399.88

3E: County Convenience. Reduction of future maintenance. In order to reduce future maintenance for Williamson County throughout the project, concrete rip rap, dry rock rip rap, and additional shoulder up material will be placed in roadside ditches to improve slope stabilization.

Adjusted Price = \$2,593,271.01

CR 108 (US 79 to Limmer Loop)
Project No. 13IFB00118

Original Contract Price = \$3,187,303.97

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/31/2012	2/5/2013	2/7/2013	2/22/2013	11/20/2013		270	0	270	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	3/1/2013	3/31/2013	27	\$44,458.91	\$44,458.91	\$4,939.88	\$4,939.88	2	10
2	4/1/2013	4/30/2013	30	\$320,056.05	\$364,514.96	\$35,561.78	\$40,501.66	12	21
3	5/1/2013	5/31/2013	31	\$432,660.07	\$797,175.03	\$48,073.34	\$88,575.00	27	33
4	6/1/2013	6/30/2013	30	\$488,513.65	\$1,285,688.68	\$54,279.30	\$142,854.30	44	44
5	7/1/2013	7/31/2013	31	\$242,874.06	\$1,528,562.74	\$26,986.00	\$169,840.30	52	55
6	8/1/2013	8/31/2013	31	\$287,485.39	\$1,816,048.13	\$31,942.83	\$201,783.13	62	67
7	9/1/2013	9/30/2013	30	\$169,149.38	\$1,985,197.51	\$18,794.37	\$220,577.50	68	78
8	10/1/2013	10/31/2013	31	\$372,736.83	\$2,357,934.34	-\$96,475.69	\$124,101.81	76	89
9	11/1/2013	11/30/2013	20	\$576,383.77	\$2,934,318.11	\$30,335.99	\$154,437.80	95	97
10	12/1/2013	12/31/2013	0	\$20,713.79	\$2,955,031.90	\$1,090.19	\$155,527.99	95	97
11	1/1/2014	1/31/2014	0	\$116,357.08	\$3,071,388.98	-\$92,846.58	\$62,681.41	96	97
12	2/1/2014	2/28/2014	0	\$1,455.13	\$3,072,844.11	\$29.69	\$62,711.10	96	97
13	3/1/2014	3/31/2014	0	\$62,054.61	\$3,134,898.72	\$1,266.42	\$63,977.52	98	97
14	5/1/2014	5/31/2014	0	\$1,107.43	\$3,136,006.15	\$22.61	\$64,000.13	98	97
15	7/1/2014	7/31/2014	0	\$1,307.04	\$3,137,313.19	\$26.67	\$64,026.80	98	97
16	8/1/2014	8/31/2014	31	\$26,775.07	\$3,164,088.26	\$546.43	\$64,573.23	99	108

10/3/2014 Comments - GEC is developing the preliminary balancing change order including additional drainage and erosion control improvements to be added to the south end of the project. Subcontractor ESS continues to water for vegetation establishment.

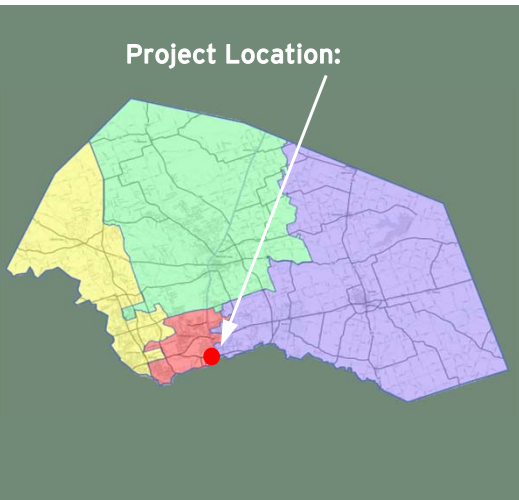
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/30/2013	8,825.50	8,825.50

1A: Design Error or Omission. Incorrect PS&E. The Change Order adds new Contract items to reflect increased costs for wingwalls where the design engineer recalculated wingwall lengths, which are now longer at Culverts B, E, and H. Also added is a new Contract item for removal of a waterwell discovered in conflict with the roadway improvements. 4B: Third Party Accommodation. Third party requested work. The Change Order adds new Contract items to accommodate the City of Hutto request of different sized casing pipe to be installed rather than what was originally designed and bid. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Change Order adds a new Contract item to reflect a renegotiated price for the remaining two 6' wingwalls since the eliminated wingwall was 5.8' high and the remaining two wingwalls to be installed are 6.3' high.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/18/2014	62,127.12	70,952.62

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Cost sharing with City of Hutto to pay for half of the cost to adjust an existing City of Hutto waterline located directly underneath Culvert E. This Change Order also adds the adjustment of five fire hydrants and one wastewater manhole due to elevation changes around the existing facilities that occurred with the construction of the CR 108 improvements. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). The Change Order adds new Contract Items to provide for a driveway where the property owner previously accessed the property through the ditch. Also added are new Contract Items for a winter seed mix for vegetation establishment, an additional mobilization for the striping subcontractor to install additional raised pavement markers, and various items for cleanup of silt in the ditches due to storm event. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract Item for the cost for rehabilitation of 120 LF of the pavement section on Fowzer Street, which will be 50% reimbursed by the City of Taylor.

Adjusted Price = \$3,258,256.59



CR 170

(South of SH 45 to North of Pflugerville Parkway)

Project Length: 0.664 Miles

Roadway Classification: Urban Arterial

Roadway Section: Four-Lane Divided w/Median

Project Schedule: September 2013 - Fall 2014

Estimated Construction Cost: \$2.4 Million



SEPTEMBER 2014 IN REVIEW

09/05/2014: BPI is spreading topsoil throughout the east side of the project. BPI has hired CBD (an engineering firm) to review the as-built curb elevations and grades for conformance to the intent of the designed flow to storm system and ponding.

09/12/2014: BPI formed connecting piece of sidewalk from CR 170 to the O'Reilly property and had the east side of the project seeded.

09/19/2014: BPI removed silt on sidewalk and standing water throughout the project.

09/26/2014: BPI replaced 100 LF of existing curb along the northbound inside lane in front of Mobil Mini due to grades being too low and placed concrete rip rap in medians throughout the project.

10/03/2014: Subcontractor N-Line began installing permanent small signs throughout the project limits. BPI's engineer CBD submitted their response to their review the as-built curb elevations and grades for conformance to the intent of the designed flow to storm system, however they did not evaluate ponding depths.



Design Engineer: Baker-Aicklen
Contractor: BPI Environmental Services
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

CR 170 (South of SH 45 to North of Pflugerville Parkway)
Project No. 13IFB00119

Original Contract Price = \$2,141,898.78

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/26/2012	1/23/2013	9/13/2013	9/23/2013	Nov 2014		280	35	315	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	9/23/2013	9/30/2013	8	\$23,259.57	\$23,259.57	\$2,584.40	\$2,584.40	1	3
2	10/1/2013	11/4/2013	35	\$482,637.23	\$505,896.80	\$53,626.36	\$56,210.76	23	14
3	11/5/2013	12/4/2013	30	\$129,220.17	\$635,116.97	\$14,357.80	\$70,568.56	29	23
4	12/5/2014	12/19/2014	15	\$86,542.38	\$721,659.35	\$9,615.81	\$80,184.37	34	28
5	12/20/2013	1/14/2014	26	\$163,662.08	\$885,321.43	\$18,184.68	\$98,369.05	41	36
6	1/15/2014	2/26/2014	43	\$157,156.21	\$1,042,477.64	-\$43,501.81	\$54,867.24	46	50
7	2/27/2014	3/28/2014	30	\$125,329.58	\$1,167,807.22	\$13,651.56	\$68,518.80	52	59
8	3/29/2014	4/28/2014	31	\$153,185.70	\$1,320,992.92	\$8,062.41	\$76,581.21	58	69
9	4/29/2014	7/7/2014	70	\$495,651.44	\$1,816,644.36	\$19,384.41	\$95,965.62	80	91
10	7/1/2014	7/31/2014	31	\$92,578.75	\$1,909,223.11	\$4,872.57	\$100,838.19	84	101

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/24/2014	-3,621.06	-3,621.06

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). 4B: Third Party Accommodation. Third Party Requested Work. Southwest Water Company has requested relocation of their water tower overflow pipe within the CR 170 ROW. 3H: County Convenience. Cost Savings Opportunity Discovered During Construction: The "Constructing Detours" item has been changed from a 12" depth to a 6" depth, providing a cost savings to the County. Seven (7) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/24/2014	45,710.94	42,089.88

2E: Differing Site Conditions (unforeseeable). Miscellaneous Difference in Site Conditions (unforeseeable)(Item 9). 1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for new bid items that will be used to construct permanent traffic transitions that will move the project into Phase 3. These transitions are necessary due to the elevation difference between existing and proposed pavement, but were inadvertently omitted from the original plans. Seven (7) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	4/24/2014	19,459.34	61,549.22

2I: Differing Site Conditions. Additional safety needs (unforeseeable). This Change Order adds a new force account item to reimburse the Contractor to patch pot holes as needed and directed in the existing roadway pavement due to the condition of the existing road prior to working in those areas. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order also adds a new Contract Item for flowable fill necessary due to two AT&T lines (phone & fiber) in conflict with the proposed 24" storm line between Sta 7+00 and 10+00. The Contractor will need to remove additional curb & gutter to install the proposed storm line with sufficient clearance to the AT&T lines and after pipe installation, the Contractor will place flowable fill over the pipe as backfill material in order to reconstruct the curb & gutter in the original location. Other potential impacts of AT&T conflicts not addressed. Three (3) days were added to the

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	5/27/2014	107,158.12	168,707.34

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order compensates the Contractor to install a new City of Round Rock 12" water line. The new line will be located behind the proposed curb/gutter and will replace the existing line that is in conflict with the proposed roadway. Eighteen (18) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/26/2014	82,137.57	250,844.91

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order compensates the Contractor for escalated unit prices associated with the delayed issuance of Notice to Proceed. The original Contract prices remain in effect until the original anticipated Contract completion of mid-December 2013. New unit prices were established on some items based upon documented contractual increases for construction activities occurring after the originally anticipated completion. This unit price escalation is for work occurring during the period of mid-December 2013 through June 30, 2014. If warranted, additional price escalation(s) after June 30, 2014 may be considered in future Change Order(s). 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order also revises the quantities for concrete and asphalt driveway items to match existing conditions and comply with right-of-way contracts and acceptable driveway grades for tie-ins and transitions to parking and private facilities.

Adjusted Price = \$2,392,743.69

Commissioners Court - Regular Session**9.****Meeting Date:** 10/21/2014

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

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

Information**Agenda Item**

To discuss, 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: 10/08/2014

Reviewed By

Wendy Coco

Date

10/08/2014 02:36 PM

Started On: 10/08/2014 10:14 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 10/21/2014

Development Agreement

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of a Development Agreement with MREC MAG Morningstar, LLC. regarding the cost participation in the engineering, design and construction of the northwest quadrant of Kaufman Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDevelopment Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 09:37 AM

Started On: 10/16/2014 08:54 AM

STATE OF TEXAS

COUNTY OF WILLIAMSON

§ DEVELOPMENT AGREEMENT
§ REGARDING
§ KAUFMAN LOOP

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and MREC MAG MorningStar, LLC., a Delaware limited liability corporation ("Developer"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, Developer has acquired 200 acres and contracted to acquire the balance of approximately 529.96 acres of real property located at the northeast corner of SH 29 and Ronald Reagan Boulevard (referred to as the "Property") and as described in **Exhibit "A"**, attached hereto.

WHEREAS, the County and the Developer desire to co-operate in the expeditious engineering, design and construction of Kauffman Loop, a roadway connecting SH 29 to Ronald Reagan Blvd., through the Property (the "Project"), the approximate location of which is shown on **Exhibit "B"**, attached hereto; and

WHEREAS, the Developer desires to design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

WHEREAS, the County desires to reimburse the Developer for a portion of the costs related to the construction of the Project pursuant to the terms and conditions stated herein, contingent upon a reimbursement of \$800,000 of these costs from future bond issuances from a municipal utility district created by Developer..

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for the orderly and expeditious design, engineering and construction of the extension of Kauffman Loop running from SH 29 to Ronald Reagan Blvd., the approximate location of which is shown on **Exhibit "B"**.

B. GENERAL TERMS AND CONDITIONS

1. The Project is defined as the construction of a four-lane, divided arterial road, together with all required related construction and drainage and detention improvements extending through the Property, to be located approximately as shown on Exhibit "B" attached hereto and pursuant to the cross-section as shown on **Exhibit "C"**, attached hereto. The Project also includes all permitting, environmental mitigation, medians, turn lanes, traffic signalization, striping and guardrails and other items determined by the County to be necessary for the road construction.

2. The Project Cost is herein defined as all costs of material, labor, grading, paving, drainage, detention, erosion control, mitigation and all other costs related to the construction of the Project. Project Cost does not include costs of engineering, design, construction phase design services, utility relocation, and construction inspection and testing.

C. DEVELOPER OBLIGATIONS

1. The Developer shall be solely responsible for all costs related to the engineering, design, inspection, testing and construction of the Project, including all costs associated with the repair or replacement of work rejected by the County. All preliminary and final designs shall be approved by the County prior to bid. The Project shall be constructed pursuant to all Williamson County road bond design standards. Additionally, the Project shall utilize design speeds and pavement design as required by the County.

2. The Developer shall construct all four lanes within the time period described below, subject to force majeure conditions. This initial construction will include a sidewalk on one side of the Project abutting the residential portion of the Property, and a center median.

3. The Developer shall endeavor to bid the Project within eight (8) months after the Effective Date of this Agreement and to complete the Project within twelve (12) months after contract award. The Developer agrees to co-ordinate with the County to insure the Project contract is bid pursuant to all conditions required by the Texas Competitive Bidding Act as found in Chapter 262.021 of the Texas Local Government Code.

4. If the Project is not completed and accepted by the County within 30 months after the Effective Date, the County reserves the right to declare this Agreement null and void and neither party shall be liable in any way to the other party because of said termination. This Agreement may be extended by the County for up to 4 years after the Effective Date.

5. The Developer shall dedicate all right-of-way for the Project through the Property except for the right-of-way shown on **Exhibit "D"**, attached hereto and all temporary and permanent easements necessary for the conveyance of storm water, detention and water quality on the Property so that no temporary or permanent facilities will be required within the Project right-of-way. The right-of-way shall be at a minimum of 120 feet wide, with the dedication of additional right-of-way as needed for turn lanes on SH 29 and Reagan Blvd. and other intersections, if required by the County or TxDOT. Dedication of this additional right-of-way shall occur as the referenced improvements are constructed. Underground utilities and appurtenant facilities may be located within the right-of-way. Sidewalks may be located inside of the right-of-way, but maintenance of sidewalks will be the sole responsibility of Developer or assigns. Any and all costs for a deceleration lane on SH 29 shall be the sole responsibility of the Developer or its assigns.

6. The Developer shall be responsible for all costs related to the engineering, design, and construction of or relocation of any water, wastewater and dry utility items, including all permitting, inspection and testing costs.

7. The Developer is responsible for all costs associated with securing all environmental permits and securing all environmental mitigation, if necessary to construct the Project.

8. The design, construction and maintenance of all environmental mitigation areas, water detention and water quality areas not within County-owned property shall be the sole responsibility of Developer and his assigns.

D. COUNTY OBLIGATIONS

1. The County shall be responsible for reimbursing the Developer for a portion of the Project Costs associated with the construction of the Project ("County Reimbursement"), which is to be One Million, Five Hundred and Ninety-Seven and No/Dollars (\$1,597,000). In no event shall the County be obligated to reimburse more than \$1,597,000, unless a higher amount is formally approved by the Williamson County Commissioners Court.

2. The County reserves the right to inspect, test, accept and reject all construction materials, products and workmanship.

3. The County shall enter into a license agreement with the Developer, or assigns, to allow the Developer to install and maintain County-approved landscape, irrigation and hardscape improvements within the Project right-of-way owned and regulated by the County,

4. The County's payment shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by the County within thirty (30) days from the date the Williamson County Auditor receives complete back-up information. In no event, however, shall

the County be obligated to pay any portion of the County reimbursement until (i) full and clear title has been insured by a title company acceptable to the County for all right-of-way tracts, and (ii) the Project is accepted by the County and open to the public, and (iii) the invoicing is approved by the Williamson County Auditor's office as being compliant with this Agreement. The Developer agrees to make available documentation in reasonable detail evidencing any Project costs for which reimbursement is sought.

5. In addition to the above, prior to any reimbursement, the Developer must submit to the County an "all bills paid" affidavit, an affidavit stating that all construction claims are resolved, an electronic copy of all as-built documents including, but not limited to, all plans and specifications, and an electronic copy of all bridge calculations sealed by a Texas professional engineer.

6. The County will be responsible for securing the right-of-way through the tract abutting Developer's Property and Ronald Reagan Blvd., said right-of-way being located as shown on Exhibit "D", attached hereto.

7. The County consents to the Williamson County Utility District # 23 ("MUD") created by Developer acquiring road powers pursuant to Section 52, Article III, of the Texas Constitution through the passage of legislation at the Texas legislature concurrently with the approval of this Agreement and in the form approved by the MUD and the County at a later date. Such legislation shall contain language that all roads constructed within the District, except Kaufman Loop, shall be constructed pursuant to County regulations and that the MUD shall be solely responsible for maintaining said roads. All recorded plats shall reflect in the plat notes that the MUD shall be solely responsible for maintaining subdivision roads, excluding Kaufman Loop. As additional consideration for the County's consent described in this section, the Developer agrees that the MUD will reimburse the County the total sum of \$800,000 for the

County's participation in the funding of the Kaufman Loop Project. The first \$200,000 reimbursement shall be due and owing from the 3rd MUD bond issuance. The second \$200,000 reimbursement shall be due and owing from the 4th MUD bond issuance. The third \$200,000 reimbursement shall be due and owing from the 5th MUD bond issuance. The final \$200,000 balance of the \$800,000 reimbursement shall be due and owing from the 6th bond issuance or from the final bond issuance, whichever occurs earliest.

E. **SH 29 RIGHT-OF-WAY**

This Agreement is specifically contingent upon the County successfully acquiring approximately 12.69 acres of property from Gaida Family Limited Partnership for SH 29 right-of-way ("SH 29 ROW") at \$2.40 per square foot. If for any reason the County fails to close on the purchase of the SH 29 ROW property within three (3) months of the Effective Date of this Agreement, the County shall have the option of declaring this Agreement null and void. The acquisition of the SH 29 ROW includes an approximate 2.3 acres to be utilized as a drainage area. The County agrees to co-operate with TxDOT, TCEQ and the Developer to relocate this drainage area to a mutually-agreed upon location to accommodate future development.

F. **RIGHT TO AUDIT.**

Developer agrees that County, or its duly authorized representatives shall, until the expiration of one (1) years after termination or expiration of the Agreement and/or any amendment, have access to and the right to examine and photocopy any and all books, documents, papers and records of Developer which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Developer agrees that County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to

conduct audits in compliance with the provisions of this section. County shall give Developer reasonable advance notice of intended audits.

G. **MISCELLANEOUS PROVISIONS**

1. Actions Performable. The County and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carried, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge
Dan A. Gattis
710 S. Main Street, Suite 101
Georgetown, TX 78626
Phone: (512) 943-1577

Developer:

MREC MAG Morningstar, LLC
Attn: Wyatt Henderson
5001 Spring Valley road, Suite 500W
Dallas, Texas 75224
Phone: (972) 715-6450

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by the Developer only with the written consent of the Williamson County Commissioners Court.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

SIGNED as of this _____ day of _____, 2014_.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

ATTEST:

Nancy Rister, County Clerk

MREC MAG MorningStar, LLC

By: _____
Manager

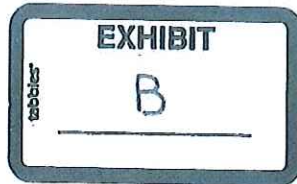


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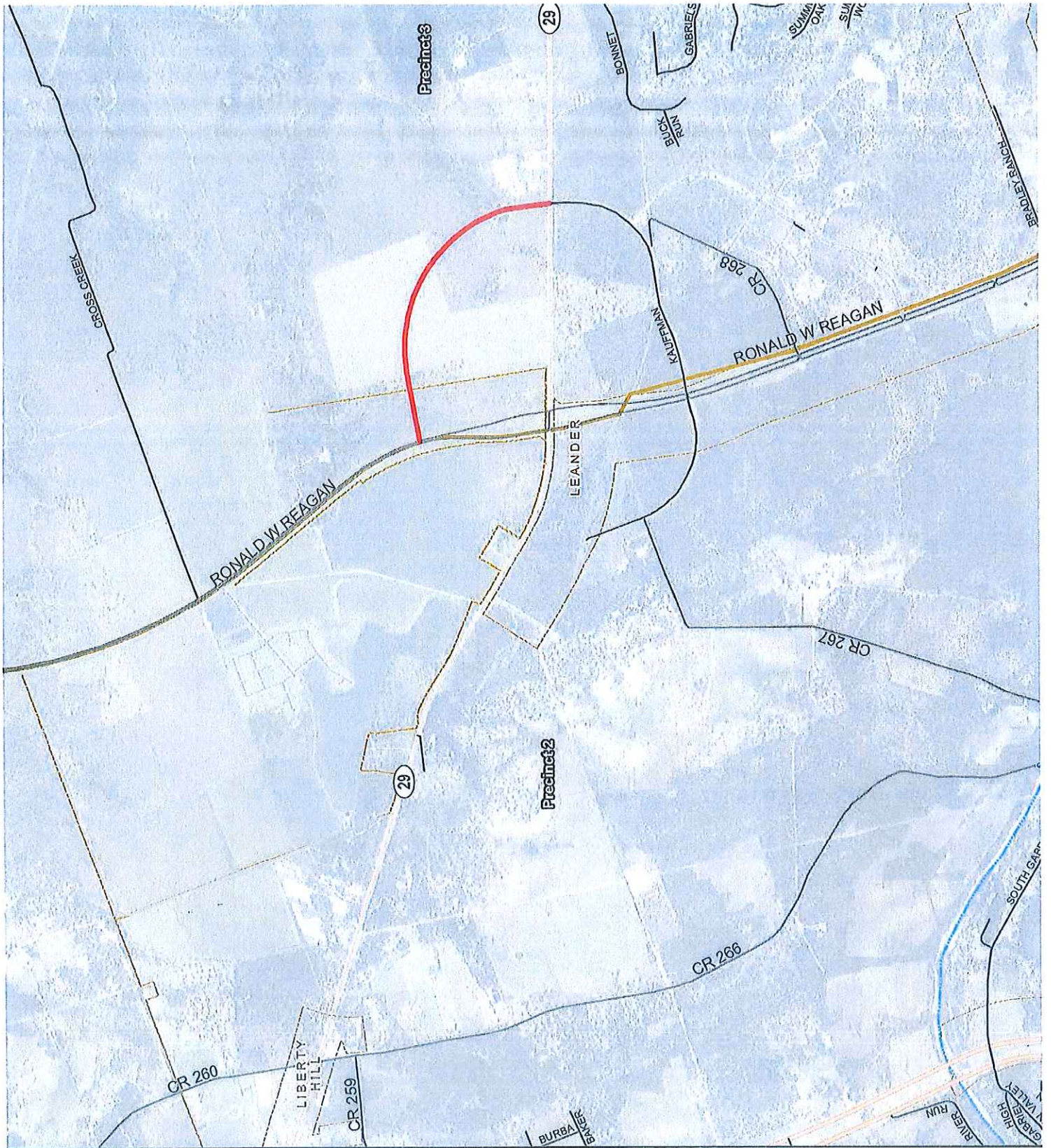




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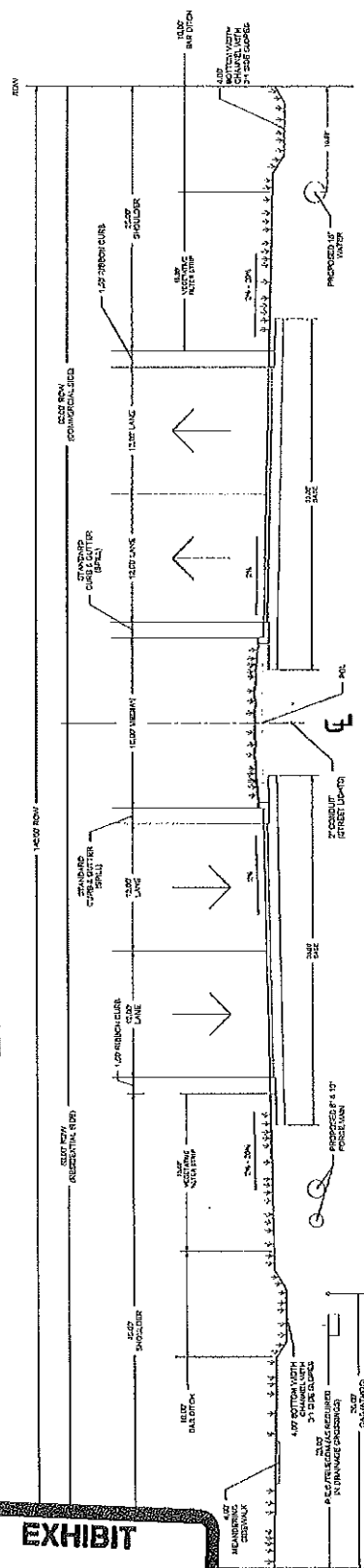
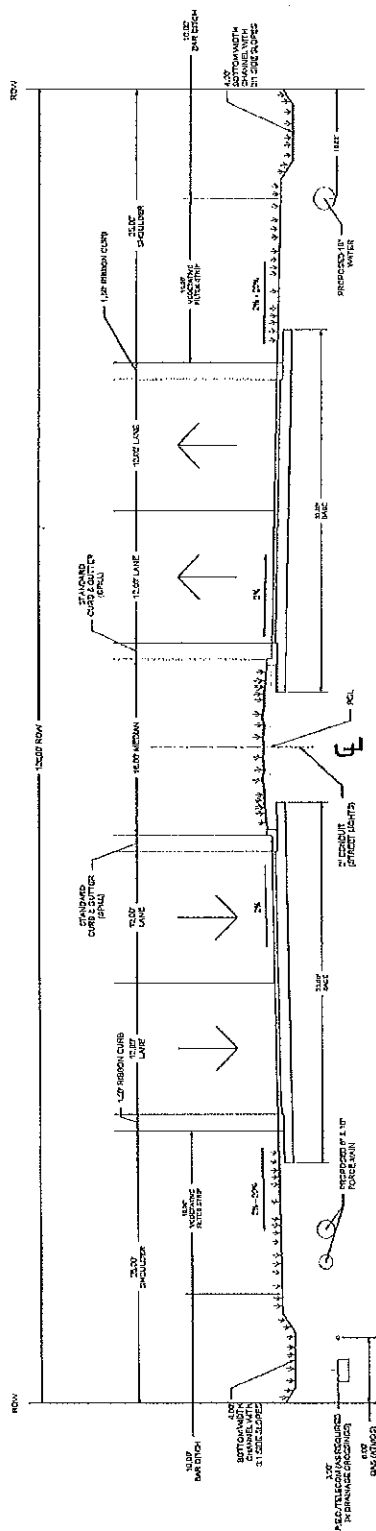
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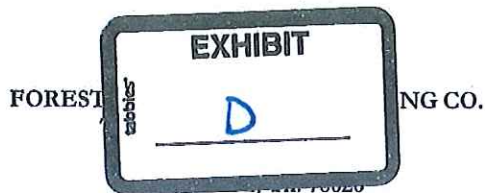
KAUFFMAN LOOP TYPICAL SECTIONS

PELTON
(LAND SOLUTIONS)
NON REC CAN HOLD
COURTESY OF GUNITE MID
AUSTIN TEXAS
PHONE: 817-457-7700
FAX: 817-457-1207



NOTE: ELECTRIC (P.E.C.) WILL BE LOCATED OUTSIDE OF R.O.W.
EXCEPT AS REQUIRED AT DRAINAGE CROSSINGS.

EXHIBIT



REVISED DESCRIPTION FOR WILCO LAND INVESTMENTS I, LLC

KAUFFMAN LOOP

BEING 2.40 ac. of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas; part of the property called 137.49 acres which was conveyed to Wilco Land Investments I, LLC, as described in Doc. 2014003388, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in April of 2014 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at an iron pin which was found at the Northwest corner of a 12.35 acre parcel, in the East line of the said tract called 137.49 acres; and at the Northwest corner of a 129.96 acre parcel and the Southwest corner of a 200.00 acre parcel. This corner exists on the North line of the proposed roadway to be known as Kauffman Loop and at the Northeast corner of the property described herein, in the lower West boundary of the property called 529.833 ac. (Gaida Family L.P. Doc. 2009034512); and in the lower West boundary of the property called 250.75 ac. (Tract 2 Doc. 2004077499). An iron pin found at the Southeast corner of the said 137.49 acres stands S 07°36'45" E 2906.59 feet.

THENCE with the East boundary of the said tract called 137.49 acres, and the lower West boundary of the tracts called 529.833 acres and 250.75 acres, S 07°36'45" E 120.12 feet to an iron pin which was found.

THENCE with the South line of the proposed roadway to be known as Kauffman Loop, (L3) S 84°55'46" W 108.77 feet to an iron pin which was set at the beginning of a curve (C18) 477.78 feet with the arc of a curve to the left having a radius of 1440.00 feet and a central angle of 19°00'37", the chord bears S 75°25'29" W 475.59 feet to an iron pin which was set at the end of the curve; and S 65° 55'12" W 267.79 feet to an iron pin which was set in the East boundary of Ronald Reagan Blvd.

THENCE with the East line of Ronald Reagan Blvd. (formerly known as Parmer Lane), (C19) 120.01 feet with the arc of a curve to the left having a radius of 3624.88 feet and a central angle of 01°53'49", the chord bears N 24°05'04" W 120.00 feet to an iron pin which was set.

THENCE with the North line of the proposed roadway to be known as Kauffman Loop, N 65° 55'12" E 267.79 feet to an iron pin which was set at the beginning of a curve to the right (C17) having a radius of 1560.00 feet and a central angle of 19°00'36", 517.59 feet with the arc of the curve, the chord bears N 75°25'29" E 515.22 feet to an iron pin set at the end of the curve; and (L4) N 84°55'46" E 103.45 feet to the POINT OF BEGINNING.

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 18th day of June of 2014, A.D. File: kauffmanloopcentralsection revised.doc


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



Commissioners Court - Regular Session**11.****Meeting Date:** 10/21/2014

Gaida Contract

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the approval of a real estate contract to acquire 15.25 acres, more or less, from D-STAR Holdings, L.P. and Gaida Family, L.P. for SH 29 right-of-way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsGaida Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 09:37 AM

Started On: 10/16/2014 08:57 AM

REAL ESTATE CONTRACT

SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by D-STAR HOLDINGS, L.P., a Texas limited partnership and GAIDA FAMILY, L.P. , a Texas limited partnership (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 14.74 acre tract of land, more or less, and as further generally depicted on Exhibit "A" attached hereto and incorporated herein. Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of \$2.40 multiplied by the total number of square feet of property to be acquired. The total area of property to be acquired shall be determined by the final metes and bounds survey to be completed as directed herein. The approximate 14.74 acre tract includes an approximate 1.8 acre tract to be utilized as a drainage facility, at the location shown in Exhibit "B", attached hereto.

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on November 12, 2014, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of (1) any title curative matters if necessary for items as

shown on the Title Commitment or in the contract or (2) the survey completion obligation described herein (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A" or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

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

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

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

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Special Provisions

8.12 So long as Sellers are the owners of the real property abutting the northern boundary of the Property, Sellers shall retain the right to utilize the existing culvert to move cattle under SH 29. Additionally, so long as the Sellers are the owners of the real property abutting the northern boundary of the Property, Purchasers will be solely responsible for the cost of relocating fences and gates to allow Sellers to continue running cattle on said property, if and when the Property is utilized for the expansion of SH 29. These Special Provisions shall survive closing.

Purchase of Future Right of Way

8.13 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

Seller's Potential Exchange

8.14 If Seller requests, Purchaser shall cooperate with Seller in effecting Seller's exchange under §1033 of the Code pursuant to which Seller will sell the Property; provided, however, (i) the exchange shall be at no expense to Purchaser; (ii) the exchange shall not delay the Closing

Date for transfer of the Property; and (iii) Purchaser shall not be required to acquire title to any proposed exchange properties or to incur any liability to accommodate Seller's exchange. Seller shall indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, costs and expenses which Purchaser may sustain or incur resulting from the consummation of the transfer of the Property as a §1033 exchange rather than a sale.

[signature page follows]

SELLER:

D-STAR HOLDINGS, L.P., a Texas limited partnership

BY: D-Star GP, LLC, a Texas limited liability company

ITS: General Partner

Virginia Dipprey President
Virginia Dipprey, President

GAIDA FAMILY L.P., a Texas limited partnership

BY: Gaida Land, L.P., a Texas limited liability company

ITS: General Partner

Karen L. Gaida President
Karen L. Gaida, President

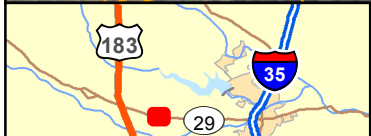
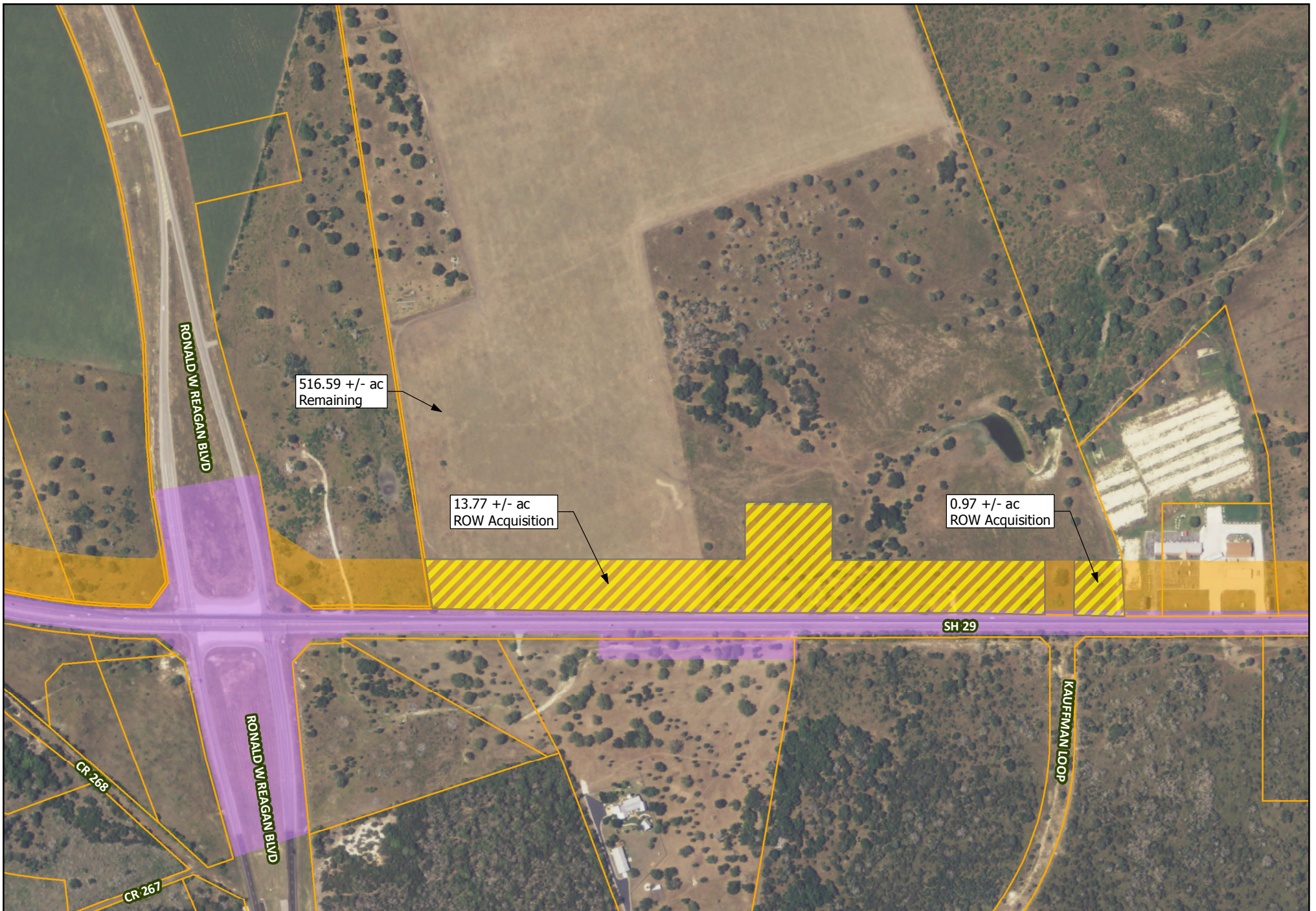
PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:

DAN A. GATTIS, County Judge

Date: _____



0 250 500
Feet
1 inch = 500 feet

PRELIMINARY - SUBJECT TO CHANGE
ALL PARCEL LINE AND AREAS ARE APPROXIMATE
GAIDA FAMILY LTD PARTNERSHIP & D-STAR HOLDINGS LP
9-8-2014

Legend
[Orange Box] Proposed Route
[Purple Box] Existing Route

Commissioners Court - Regular Session**12.****Meeting Date:** 10/21/2014

Special Warranty Deed

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the acceptance of the donation of 2.45 acres of right-of-way for Kaufman Loop from Williamson County MUD # 17.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDeed

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 09:37 AM

Started On: 10/16/2014 08:58 AM

SPECIAL WARRANTY DEED
(2.40 Acres - Proposed Kauffman Loop)

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

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

THAT, WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **THE COUNTY OF WILLIAMSON, TEXAS**, a political subdivision of the State of Texas ("Grantee"), its successors and assigns, all that certain real property situated in Williamson County, Texas, containing 2.40 acres for right-of-way acquisition for a portion of the proposed Kauffman Loop, as more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all recorded easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, and other matters of record in Williamson County, Texas, but, in each instance, only to the extent the foregoing are validly existing, applicable to, affect the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 1108 Lavaca, Suite 510, Austin, Texas 78701.

[Signature pages follow this page]

Attachment:

Exhibit A – Description of the Property

AFTER RECORDING, please return to Allen Boone Humphries Robinson LLP, Attention: Jeanette Harris, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

Executed this 8th day of July, 2014.

GRANTOR:

**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 17**, a political
subdivision of the State of Texas

By: [Signature]
Name: Robb Cabaniss
Title: Vice President

ATTEST:

By: [Signature]
Name: J. Austin Berry
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 8th day of July, 2014,
by Robb Cabaniss, the Vice President, and
J. Austin Berry, the Secretary, of the Board of
Directors of WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 17, a
political subdivision of the State of Texas, on behalf of said political subdivision.

[Signature]
Notary Public, State of Texas

(NOTARY SEAL)



Agreed to and accepted and executed by Grantee, and deemed effective, this
____ day of _____, 2014.

GRANTEE:

THE COUNTY OF WILLIAMSON, TEXAS,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of
_____, 2014, by _____, the _____,
and _____, the _____, of THE
COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, on
behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A

FOREST SURVEYING AND MAPPING CO.

T.B.P.L.S Firm # 10002000

1002 Ash St.

Georgetown, Tx. 78626

REVISED DESCRIPTION FOR WILCO LAND INVESTMENTS I, LLC

KAUFFMAN LOOP

BEING 2.40 ac. of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas; part of the property called 137.49 acres which was conveyed to Wilco Land Investments I, LLC, as described in Doc. 2014003388, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in April of 2014 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at an iron pin which was found at the Northwest corner of a 12.35 acre parcel, in the East line of the said tract called 137.49 acres; and at the Northwest corner of a 129.96 acre parcel and the Southwest corner of a 200.00 acre parcel. This corner exists on the North line of the proposed roadway to be known as Kauffman Loop and at the Northeast corner of the property described herein, in the lower West boundary of the property called 529.833 ac. (Gaida Family L.P. Doc. 2009034512); and in the lower West boundary of the property called 250.75 ac. (Tract 2 Doc. 2004077499). An iron pin found at the Southeast corner of the said 137.49 acres stands S 07°36'45" E 2906.59 feet.

THENCE with the East boundary of the said tract called 137.49 acres, and the lower West boundary of the tracts called 529.833 acres and 250.75 acres, S 07°36'45" E 120.12 feet to an iron pin which was found.

THENCE with the South line of the proposed roadway to be known as Kauffman Loop, (L3) S 84°55'46" W 108.77 feet to an iron pin which was set at the beginning of a curve (C18) 477.78 feet with the arc of a curve to the left having a radius of 1440.00 feet and a central angle of 19°00'37", the chord bears S 75°25'29" W 475.59 feet to an iron pin which was set at the end of the curve; and S 65° 55'12" W 267.79 feet to an iron pin which was set in the East boundary of Ronald Reagan Blvd.

THENCE with the East line of Ronald Reagan Blvd. (formerly known as Parmer Lane), (C19) 120.01 feet with the arc of a curve to the left having a radius of 3624.88 feet and a central angle of 01°53'49", the chord bears N 24°05'04" W 120.00 feet to an iron pin which was set.

THENCE with the North line of the proposed roadway to be known as Kauffman Loop, N 65° 55'12" E 267.79 feet to an iron pin which was set at the beginning of a curve to the right (C17) having a radius of 1560.00 feet and a central angle of 19°00'36", 517.59 feet with the arc of the curve, the chord bears N 75°25'29" E 515.22 feet to an iron pin set at the end of the curve; and (L4) N 84°55'46" E 103.45 feet to the POINT OF BEGINNING.

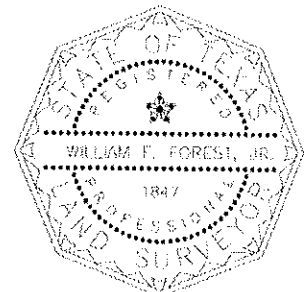
I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this the 18th day of June of 2014, A.D. File: kauffmanloopcentralsection revised.doc



WM.F. FOREST JR.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



Commissioners Court - Regular Session**13.****Meeting Date:** 10/21/2014

Beck Commons Deed

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the acceptance of a deed without warranty executed on behalf of Barclay/Texas Holdings VI. L.P. , being the Beck Commons Lot 7-A cave parcel.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBeck Commons Deed

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 09:37 AM

Started On: 10/16/2014 09:03 AM

DEED WITHOUT WARRANTY

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

Date: _____, 2014

Grantor: **Barclay/Texas Holdings VI, L.P., a Texas limited partnership**

Grantor's Mailing Address (including county):

c/o Barclay Group
2390 E. Camelback Road
Suite 200
Phoenix, Arizona 85023 (Maricopa County)

Grantee: **Williamson County, Texas**

Grantee's Mailing Address (including county):

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

Lot 7-A, Block "A", BECK COMMONS, A REPLAT OF BECK 11, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in document number 2013059545 of the Plat Records of Williamson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:
Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration recited herein and other good and valuable consideration, receipt of which is acknowledged, grants, sells and conveys to Grantee the property without express or implied warranty of any kind, and all warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code are excluded.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties of any sort.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Barclay/Texas Holdings VI, L.P., a Texas limited partnership

By: Barclay Holdings XXXIX-A, LLC, an Arizona
limited liability company
Its General Partner

By: 
Scott T. Archer, Manager

ACKNOWLEDGMENT

STATE OF Arizona §
COUNTY OF Maricopa §
§

This instrument was acknowledged before me on the 9th day of October, 2014, by Scott T. Archer, Manager of Barclay Holdings XXXIX-A, LLC, an Arizona limited liability company, General Partner of Barclay/Texas Holdings VI, L.P., a Texas limited partnership, in the capacity for the purposes and consideration recited herein.



Karol D. Nelson
Notary Public, State of Arizona

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.

Attorneys at Law

309 E. Main St.

Round Rock, Texas 78664

Commissioners Court - Regular Session**14.****Meeting Date:** 10/21/2014

Aetna Life Insurance Company Application for Stop Loss Insurance

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Acknowledge and ratify the County Judge's execution of plan implementation documents entitled Aetna Life Insurance Company, Application for Stop Loss Insurance in relation to the implementation setup for the Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAetna Life Insurance Application for Stop Loss Insurance

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 10/10/2014

Reviewed By

Wendy Coco

Date

10/10/2014 10:54 AM

Started On: 10/10/2014 09:19 AM

Aetna Life Insurance Company

Application for Stop Loss Insurance

Application is hereby made to Aetna Life Insurance Company, of Hartford, Connecticut (herein called Aetna) for a policy of Stop Loss Insurance, to be issued to the undersigned applicant.

Williamson County

Applicant:

301 S/E Inner Loop, Suite 108, Georgetown, TX 78626

Address:

The form of the policy hereby applied for is that which has been prepared and designated by Aetna as Form No. GR-96476.

Said Policy has been approved, and its terms are hereby accepted by the applicant.

Signed at:

Applicant:

Date:

By:

Witness:

Official Title:

Agent(s) of Record:

(If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction, the above designation will be modified to the extent required by law.)

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker identified in the Application for Stop Loss Insurance. Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payment (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or Aetna. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com. We appreciate your business and the opportunity to serve you.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX No. (512) 475-1771
Web: <http://www.tdi.state.tx.us>

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Aetna first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos, o quejas llamando al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX No. (512) 475-1771
Web: <http://www.tdi.state.tx.us>

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Stop Loss Insurance Policy

Aetna Life Insurance Company
Hartford, Connecticut 06156

(A Stock Company herein called Aetna)

This Policy will be construed in accordance with the law of the jurisdiction in which it is delivered.

In consideration of premium payments by the Insured in the amounts and at the times provided, Aetna agrees with the Insured to provide insurance in accordance with the Policy terms.

For the purpose of effective dates and termination dates under this Policy, all days begin and end at 12:00 midnight.

This Policy is non-participating.

In Witness Whereof, Aetna Life Insurance Company has signed this Policy at **Hartford, Connecticut**.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Registrar

This is not a policy of workers' compensation insurance. The Policyholder does not become a subscriber to the workers' compensation system by purchasing this policy, and if the Policyholder is a non-subscriber, the Policyholder loses those benefits which would otherwise accrue under the workers' compensation laws. The Policyholder must comply with the workers' compensation law as it pertains to non-subscribers and the required notifications that must be filed and posted.

The Employer understands the liability assumed under the portion of the employee benefit plan which he is self-insuring and further understands that he is exempted from Chapter 101 of the Texas Insurance Code only if a qualified employee benefits plan has been filed and meets the requirements of ERISA.

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, Connecticut 06156

Section 1. Declarations

STOP LOSS INSURANCE POLICY FOR:

INSURED:

Williamson County a political subdivision of the
State of Texas a body politic duly organized and existing
under the laws of the State of Texas
710 Main Street,
Suite 101
Georgetown, Texas 78626

POLICY NUMBER:

SL-866349

POLICY EFFECTIVE DATE:

November 1, 2014

DATE OF ISSUE:

July 21, 2014

POLICY DELIVERED IN:

Texas

Section 2. Schedule of Insurance

Individual Stop Loss Specifications:

FIRST POLICY YEAR:

November 1, 2014 through October 31, 2015

PREMIUM RATE:

\$55.10 per employee per month
Composite rate for both Individual and Aggregate Stop Loss

INDIVIDUAL STOP LOSS AMOUNT:

\$250,000

Certain Participants have Individual Stop Loss Amounts that are in excess of \$250,000. These Participants and their Individual Stop Loss Amounts are listed on Attachment A.

INDIVIDUAL LIFETIME STOP LOSS PAYMENT AMOUNT: Unlimited

CONTRACT BASIS:

Eligible Claim Expenses incurred between May 1, 2014 through October 31, 2015 and paid between November 1, 2014 through October 31, 2015.

Run-in Period: 6 months

Run-in Limit: \$750,000

This amount represents a limit on the total amount of claims per Participant we will consider for the 6 month run-in period.

All run-in claims reported to Aetna must be paid pursuant to the plan of benefits in effect during the run-in period and in accordance with Aetna's then current standard claim practices. The Policy will not cover run-in claims for a Participant who is not enrolled in the Aetna administered Plan on the Policy Effective Date unless Aetna is the only claims administrator and/or Stop Loss insurer as of the Policy Effective Date. Run-in claims must be reported to Aetna no later than 6 months after the end of the First Policy Year.

COVERED BENEFITS:

Medical Benefits
Prescription Drug Benefits

The information provided in this Schedule of Insurance for each Policy Year after the first shall be indicated in a written notice sent to the Insured and shall be effective on the date stated in such notice.

Section 2. Schedule of Insurance (Continued)

Aggregate Stop Loss Specifications:

FIRST POLICY YEAR:	November 1, 2014 through October 31, 2015
PREMIUM RATE:	\$55.10 per employee per month Composite rate for both Individual and Aggregate Stop Loss
AGGREGATE STOP LOSS PERCENTAGE:	120%
AGGREGATE STOP LOSS FACTOR:	\$1,244.10
MAXIMUM ANNUAL AGGREGATE STOP LOSS PAYMENT AMOUNT:	\$1,000,000
CONTRACT BASIS:	Eligible Claim Expenses incurred between May 1, 2014 through October 31, 2015 and Paid between November 1, 2014 through October 31, 2015. Run-in Period: 6 months Run-in Limit: \$3,000,000 This amount represents a limit on the total amount of claims we will consider for the 6 month run-in period. All run-in claims reported to Aetna must be paid pursuant to the plan of benefits in effect during the run-in period and in accordance with Aetna's then current standard claim practices. The Policy will not cover run-in claims for a Participant who is not enrolled in the Aetna administered Plan on the Policy Effective Date unless Aetna is the only claims administrator and/or Stop Loss insurer as of the Policy Effective Date. Run-in claims must be reported to Aetna no later than 6 months after the end of the First Policy Year.
COVERED BENEFITS:	Medical Benefits Prescription Drug Benefits

The information provided in this Schedule of Insurance for each Policy Year after the first shall be indicated in a written notice sent to the Insured and shall be effective on the date stated in such notice.

Section 3. Insuring Agreement

Aetna will reimburse the Insured for Eligible Claim Expenses during a Policy Year, which are in excess of any of the following:

- (a) the Aggregate Stop Loss Amount;
- (b) the Individual Stop Loss Amount for any one Participant.

Such payments are hereafter called Stop Loss payments.

In no event will Stop Loss payments in any Policy Year for Eligible Claim Expenses in excess of the Aggregate Stop Loss Amount exceed the Maximum Annual Aggregate Stop Loss Payment Amount shown in the Schedule of Insurance.

In no event will Stop Loss payments for all Eligible Claim Expenses with respect to a Participant during his or her lifetime exceed the Individual Lifetime Stop Loss Payment Amount shown in the Schedule of Insurance.

Section 4. Definitions

As used in this Policy:

1. "Aggregate Stop Loss Amount" is the total dollar amount of Eligible Claim Expenses which must be paid by the Insured for all Participants during the Policy Year before Aggregate Stop Loss benefits are payable. It is determined at the end of the Policy Year and is the greater of: (1) the sum of each month's number of eligible employees reported to Aetna multiplied by the Stop Loss Factor or (2) the Minimum Aggregate Stop Loss Amount. The Aggregate Stop Loss Amount does not include claim payments made during a Policy Year on behalf of a Participant in excess of the Individual Stop Loss Amount set forth in the **Schedule of Insurance** or any amounts reimbursable to the Insured as Individual Stop Loss payments.
2. "Aggregate Stop Loss Factor" is expected claims times the Aggregate Stop Loss Percentage, divided by the expected number of employees at the beginning of the Policy Year, divided by the number of months in the Policy Year.
3. "Aggregate Stop Loss Percentage" means the percentage amount (e.g., 20%) above expected paid claims (e.g., 120%).
4. "Contract" means Master Services Agreement No. MSA-866349, an Agreement between the Insured and Aetna.
5. "Contract Basis" establishes the time period during which Eligible Claim Expenses must be incurred by a Participant through the Plan and the time period during which those expenses must be paid by Aetna or a prior claim administrator in order for those Eligible Claim Expenses to be included in the calculation of benefits under this Policy.
6. "Covered Benefits" are the benefits provided for Participants by the Plan as indicated on the Schedule of Insurance.
7. "Eligible Claim Expenses" are expenses for Covered Benefits that are paid by the Insured pursuant to the Plan and are not excluded under the terms of this Policy. Payment for Eligible Claim Expenses is considered to be paid as of the date the payment instrument is issued by Aetna. Eligible Claim Expenses will include payments made in New York on behalf of the Insured to fund indigent care and graduate medical education when paid directly into the New York state pool.
8. "Employee" means a U.S. based employee of the Insured who is regularly working at least 20 hours per week and for whom the Insured is deducting any required U.S. FICA taxes.
9. "Experimental and Investigational" means a drug, device, procedure, or treatment that Aetna determines is not accepted as standard medical treatment of a condition or illness. Examples of Aetna's experimental and investigational determinations are found at Aetna.com under Clinical Policy Bulletins.

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10. "Individual Lifetime Stop Loss Payment Amount" means the maximum amount of Eligible Claim Expenses funded by Individual Stop Loss under this Policy on any one Participant during his/her lifetime. In the event the Eligible Claim Expenses funded by Individual Stop Loss reach the Individual Lifetime Stop Loss Payment Amount, all subsequent Eligible Claim Expenses for that individual will be funded by the Insured.
 11. "Individual Stop Loss Amount" is the dollar amount of Eligible Claim Expenses per Participant that must be paid by the Insured prior to any Individual Stop Loss Benefit becoming payable under this policy.
 12. "Insured" is the plan sponsor identified in the Declarations section of the Policy.
 13. "Maximum Annual Aggregate Stop Loss Payment Amount" is the limit on the aggregate benefit amount, which will be paid by Aetna for the Policy Year.
 14. "Medically Necessary" means a service or supply that is furnished by a provider that Aetna determines is appropriate for the diagnosis, the care or the treatment of a disease or the injury. Examples of Aetna's medically necessary determinations are found at Aetna.com under Clinical Policy Bulletins.
 15. "Minimum Aggregate Stop Loss Amount" is the minimum amount of claim liability that must be paid by the Insured before Aggregate Stop Loss benefits may be payable. For any Policy Year, the Aggregate Stop Loss Amount is subject to the Minimum Aggregate Stop Loss Amount. In no event will the Minimum Aggregate Stop Loss Amount be less than 100% of the sum of the products of: (i) the number of employees on the first day of the first Policy Month, times (ii) the Stop Loss Factor times (iii) the number of months in the Policy Year determined by mutual agreement between the Insured and Aetna at the beginning of the Policy Year.
 16. "Participant" means an Employee or an under age 65 retired employee of the Insured, or a dependent of an Employee or under age 65 retired employee, on whose behalf Eligible Claim Expenses are payable under the Plan. "Participant" also means an employee or dependent who is entitled to extended benefits under the Plan or who elects COBRA coverage, following termination of eligibility. Employees who qualify for extended benefits under the Plan will include employees who are laid off, on leave of absence, Temporary Disability or Long Term Disability.
 17. "Plan" means the self-funded medical benefit plan established by the Insured and described in the Appendix which is attached to the Contract.
 18. "Policy" means all of the following:
 - (a) The Insured's Application for Stop Loss Insurance.
 - (b) This policy and any riders to it.
 19. A "policy month" shall coincide with a calendar month; except that the first policy month shall commence on the Effective Date of this Policy and the last policy month shall end on termination of this Policy.
 20. A "policy year" shall coincide with a Plan year under the Plan; except that the first policy year shall commence on the Effective Date of this Policy and the last policy year shall end on termination of this Policy.

Section 5. Exclusions

The following are not included as Eligible Claim Expenses:

1. Expenses paid on the direction of the Insured that Aetna determines are not payable under the Contract in accordance with Aetna's then current standard claim practices established for insured group accident and health insurance plan administered by Aetna. This includes expenses for services or supplies which are not Medically Necessary or expenses for drugs, treatment, services or supplies which are considered Experimental or Investigational.
2. If the Insured has valid and collectible insurance, reinsurance or indemnity or any reimbursement agreements covering a loss also covered by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance, reinsurance or indemnity.

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3. Expenses incurred by an individual who is not a Participant under the Plan when the expense is incurred.
 4. Expenses paid with respect to an employee and his/her dependents who did not enroll in accordance with the terms of the Plan, until such time as they are enrolled in accordance with the terms of the Plan.
 5. Expenses that are incurred prior to the Effective Date of this Policy unless otherwise specified in the Schedule of Insurance.
 6. Expenses paid with respect to a Participant following termination of coverage under the Contract with respect to a class of employees and their dependents that includes the Participant.
 7. Benefits paid for expenses incurred for treatment of an illness or injury for which a Participant is entitled to Benefits under any Workers' Compensation law, occupational disease law or under any other legislation of similar purpose.
 8. Expenses paid for Covered Benefits not listed on the Schedule of Insurance.
 9. Expenses for taxes, fees and surcharges that may be imposed on the Plan by any government body. This exclusion does not apply to New York Health Care Reform Act surcharges unless they are excess or punitive payments made on behalf of an Insured to fund indigent care and graduate medical education solely as a result of that Insured's decision not to pay directly into the New York state pool.
 10. Benefits paid with respect to Retired employees age 65 and older and their dependents.
 11. Incentive payments, care coordination payments, risk share payments and other non-fee for service payments paid or received in connection with an agreement with an accountable care or similar provider organization.
 12. Expenses for any other benefits which the Insured and Aetna mutually agree will not be subject to the Stop Loss insurance.
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Section 6. Conditions

Premiums

The first Policy Year's monthly premium rate is shown in Section 2. Schedule of Insurance.

Premium Calculation: An estimated premium will be calculated which will be payable on a monthly basis or any other basis mutually agreed upon by the Insured and Aetna. The estimated premium will be based on the Premium Rate shown in the Schedule of Insurance and the estimated number of employees.

Premium Payments: Aetna will issue a Stop Loss premium invoice for the payment of estimated premium. Within 120 days following the end of each Policy Year, Aetna will prepare and submit to the Insured a financial accounting as to the total actual premium for that Policy Year. The total actual premium will be the sum of the products, for each month of that Policy Year, of:

- (a) the Premium Rate, times
- (b) the number of employees.

Grace Period: The Insured will pay all estimated premium payments as directed on the invoice, but no later than 31 days after the due date shown on the invoice (the grace period).

Right to Recalculate: Aetna reserves the right to make adjustments in the premium rate or the estimated premium on the first day of any Policy Month, as of the date any of the following events occur:

- (a) any change of 15% +/- in the number of employees;
- (b) any change in the coverage or types or amounts of benefits offered under the Plan which will change expected cost of coverage;
- (c) any change in this Policy;
- (d) any addition or deletion of a unit, division, subsidiary, affiliated or associated company from this Policy; and
- (e) any other change in factors bearing on the risk assumed (including but not limited to: age, sex, geographic changes, occupations etc.) which Aetna determines change the nature of the risk by more than 15%.
- (f) participation in the Seton Health Alliance Accountable Care Organization (SHA ACO) terminates or employee enrollment in the SHA ACO falls below 65%

Failure to adjust the Premium Rate or the estimated Premium during a Policy Year will not preclude making an adjustment during any subsequent Policy Year.

If the total actual Premium (determined at the financial accounting) is less than the amount of estimated premiums paid, the difference will be paid to the Insured at the time the accounting is submitted. If the total actual Premium exceeds the amount paid, the difference will be paid to Aetna within 31 days of the date the accounting is furnished to the Insured.

Aggregate Stop Loss Factor

Aetna reserves the right to make adjustments in the Stop Loss Factor as of the date of any change in the Plan or as of the date of any other change in factors bearing on the risk assumed, including but not limited to:

- (a) a 15%+/- change in the census estimate used to calculate the Stop Loss Factor;
- (b) any change in the coverage or types or amounts of benefits offered under the Plan which will change expected cost for coverage.
- (c) any change in this Policy;
- (d) any addition or deletion of a unit, division, subsidiary, affiliated or associated company from this Policy; and
- (e) any other change in factors bearing on the risk assumed (i.e., age, sex, geographic changes, occupations etc.) which are expected to change the nature of the risk by more than 15%.

Failure to adjust the factor during a Policy Year will not preclude making an adjustment during any subsequent Policy Year.

Modification of Policy

Changes in this Policy may be made by written mutual agreement between Aetna and the Insured.

Optional Policy Renewal

The Policy will renew on the Policy anniversary date, upon the Insured's acceptance of the renewal terms, unless it has otherwise terminated or is subject to termination in accordance with the Termination provisions. Changes to Section 2, Schedule of Insurance, for each Policy Year after the first shall be indicated in a written notice sent to the Insured and shall be effective on the date stated in such notice.

Stop Loss Payments

Aetna will make payment, not later than 120 days after the end of each Policy Year to or on behalf of the Insured of the Stop Loss payment due under the terms of this Policy. The amount of any premiums due but unpaid may be deducted from the Stop Loss payment otherwise payable to the Insured. This right will not prevent the termination, of this Policy, for non-payment of premium under the Termination provisions of this Policy.

Subrogation/Right of Recovery

The Plan is required to include a comprehensive provision for subrogation/reimbursement in its Summary Plan Description and the Plan must pursue enforcement of this provision. Should the Plan fail to pursue any claims or action against a responsible party, then Plan Sponsor agrees that Aetna shall be subrogated to or assigned Plan Sponsor's reimbursement rights and shall assume the Plan's rights to pursue any claims against any and all parties and the Plan will be responsible for any reasonable expenses incurred in the pursuit of such claims, including the fees and costs charged by any contracted subrogation vendor or attorney and any additional legal costs. Aetna has the right to pursue any and all claims covered under this Policy and paid by the Plan and to pursue recovery, in the name of the Plan, of the entire claim, including both the portion of the Plan benefits for which the Plan has been paid under this Policy and the portion of the claim consisting of benefits paid by the Plan but not payable under this Policy.

The Plan must notify Aetna within 30 days of receiving any information that may give rise to the Aetna's subrogation rights. Further, the Plan shall cooperate fully with Aetna and do all things necessary and required for Aetna to pursue any action to recover against a responsible party. The Plan may not take any action, or neglect to take any action, that will prejudice or impair the rights of Aetna to pursue recovery from any other responsible party. The Plan may not, without consent of Aetna, settle or give release for any claim to any other party if doing so would impair or prevent Aetna from exercising its rights of recovery.

Aetna is entitled to recover first, in full, any amount paid by Aetna under this Policy as well as any expenses of collection incurred by Aetna, before the Plan shares in any amount so recovered. Aetna will reduce its recovery amount by a pro rata share to reflect the Net Recovery obtained by the Plan. Net Recovery is the gross amount recovered by the Plan, less such factors as costs incurred by the Plan in obtaining the recovery, comparative fault issues involving the Plan member or factors involving the Plan member's inability to fully recover for their injuries. In the event Aetna recovers an amount greater than its reimbursement, the excess, reduced by the costs to obtain the recovery, will be returned to the Plan. If the Plan recovers any such payment from a responsible party, the recovered amount cannot be used to satisfy any retention requirement, Individual or Aggregate Stop Loss Specifications noted in Section 2. Schedule of Insurance, until Aetna's recovery rights are satisfied.

If the Plan receives a recovery prior to Aetna reimbursing any covered expenses under the Policy, the Plan must deduct the amount of such recovery from any reimbursement request. If the Plan receives a recovery after Aetna has made payment to the Plan for some or all of a particular claim, then the Plan must reimburse Aetna to the full extent of the payment by the Aetna, less a pro rata reduction to reflect the Net Recovery obtained by the Plan. Net Recovery is the gross amount recovered by the Plan, less such factors as costs incurred by the Plan in obtaining the recovery, comparative fault issues involving the Plan member or factors involving the Plan member's inability to fully recover for their injuries. The obligation of the Plan to reimburse Aetna remains, regardless of whether this Policy is still in force on the date of recovery, and such reimbursement to Aetna must occur within 30 days of any recovery by the Plan or Plan Sponsor. The Plan shall account to Aetna for all amounts recovered. These rights and obligations imposed on the Plan and Aetna under this section shall survive termination of the Policy.

Stop Loss Overpayments

If Aetna determines that the Insured has been overpaid due to a claim credit which may be the result of a Coordination of Benefit change, a Subrogation Recovery, Audit and /or billing/payment error, the Insured will promptly refund such overpayment to Aetna. If this Policy terminates, any reimbursements made for claims paid by the Insured after the date of termination will immediately be refunded to Aetna. If the Insured fails to refund any overpayments to Aetna in a timely manner, Aetna reserves the right to obtain such overpayments from future payments due under this Policy.

Termination of Policy

Aetna may terminate this policy on any policy anniversary date by providing at least 30 days prior written notice to the Insured. The Insured may terminate this policy on any premium due date by providing at least 30 days prior written notice to Aetna. The policy may also be terminated on any date mutually agreed to by Aetna and the Insured.

If the Insured does not comply with any terms and conditions of the policy, including but not limited to providing required reports or other information reasonably requested by Aetna, Aetna reserves the right to terminate the Policy effective on the date of any such failure.

This Policy shall also terminate automatically upon the occurrence of any of the following:

- a. If the Insured fails to pay any premium in full within the Grace Period, this Policy will terminate as of the due date shown on the invoice.
- b. If the Contract terminates, this Policy will terminate on the same date and at the same time that the Contract terminates.
- c. If the Insured fails to meet the underwriting requirements established by Aetna, including but not limited to the minimum number of 51 Employees, the policy will terminate as of the first day of the first month following the date the underwriting requirement was not met.
- d. If the Insured fails to pay claims under the Plan or make available funds to pay claims as required by the Plan, the policy will terminate on the first day that the Insured failed to fund benefits.

Reports

The Insured shall furnish Aetna with all information Aetna determines to be necessary to carry out the provisions of the Policy.

Inspection and Audit

Aetna shall be permitted to inspect the Insured's records pertaining to the Contract at any reasonable time during the effectiveness of this Policy and within three years after termination of this Policy, to the extent that they relate to the premium basis or Eligible Claim Expenses under this Policy.

Fraud

This entire Policy will be void if, whether before or after a claim or loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject of this Policy, including any claim under this Policy, or in any case of fraud by the Insured relating to this Policy.

Incontestability

The validity of this Policy shall not be contested, except for non-payment of premium, after it has been in force for two years from the Policy Effective Date.

Liability and Indemnification

Aetna has neither the right nor the obligation under this Policy to directly pay any Participant or provider of covered services for any benefit the Insured has agreed to provide through the terms of the Plan(s). Aetna's sole liability under this Policy is to the Insured, subject to the terms, conditions, and limitations of this Policy.

Assignment

Assignment of interest under this Policy shall not bind Aetna without its written consent.

Notice of Actions

The Insured agrees to give Aetna prompt notice of any event or development which might result in an action at law or equity related to this Policy and to forward promptly to Aetna copies of any pleadings and reports of investigation that Aetna requests. A copy of any document filed by or against the Insured in any court in connection with such litigation under the Plan must immediately be furnished to Aetna.

The Insured shall pay all attorneys' fees, expenses of experts and investigations, and any damages (including exemplary or punitive damages) payable by Aetna in connection with any litigation in which Aetna shall, without Aetna's fault, become involved through or on account of this Policy or the Plan.

If any time limitation in this Policy is less than that permitted by the law of the state in which the Application was taken, the limitation is hereby extended to agree with the minimum period permitted by the law.

ATTACHMENT A

**Williamson County a political subdivision of the
State of Texas a body politic duly organized and
existing under the laws of the State of Texas**

Individual Stop Loss Amounts:

<u>Name of Participant</u>	<u>Relationship to Employee</u>	<u>Employee's Social Security Number</u>	<u>Individual Stop Loss Amount</u>
Val McMinn	Self	xxx-xx-4383	\$500,000
Noah Henderson	Dependent Child	xxx-xx-2566	\$850,000
Rudy Gonzalez	Dependent Child	xxx-xx-8964	\$1,000,000

Commissioners Court - Regular Session**15.****Meeting Date:** 10/21/2014

New York State Department of Health - Health Care Reform Act-Public Goods Pool

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Acknowledge and ratify the County Judge's execution of plan implementation documents entitled Health Care Reform Act- Public Goods Pool in relation to the implementation setup for the Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsNew York HCRA Form

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 10/10/2014

Reviewed By

Wendy Coco

Date

10/10/2014 10:54 AM

Started On: 10/10/2014 09:24 AM

HEALTH CARE REFORM ACT-PUBLIC GOODS POOL☒ New Request☐ Revision to Existing Account

Payor/Third Party Administrator/Administrative Services Only Organization/Provider Name:

Williason County

Federal Employer Identification # (FEIN): 74-6000978

Operating Certificates # (FOR PROVIDERS ONLY):

Report(s) being filed electronically (check ALL that apply):

☒ Public Goods Pool☐ 1% Statewide Assessment (for hospitals only)

By signature below, the Chief Financial Officer or other duly authorized individual of the above name entity authorizes the Office of Pool Administration to assign a secure ID and password to the entity. This information will be mailed directly to the attention of the signer and must remain secured. If an email address is provided, this information will be sent electronically to the email address listed. It is the responsibility of the above named entity to ensure that this information is released only to those individuals requiring knowledge thereof.

Signature

Name (Please Print)

Title

Phone Number

Address

City

E-mail Address

Date

Note: All fields on this form are required to be accurately completed in order for your request to be processed.

Please mail completed form to:
Mr. Jerome Alaimo, Pool Administrator
Office of Pool Administration
Excellus Blue Cross BlueShield, Central New York Region
P.O. Box 4757
Syracuse, New York 13221-4757

Commissioners Court - Regular Session**16.****Meeting Date:** 10/21/2014

Cigna Disclosure of Payment of Commissions and Service Fees

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Acknowledge and ratify the County Judge's execution of plan implementation documents entitled Cigna Disclosure of Payment of Commissions and Service Fees in relation to the implementation setup for the Williamson County Self-Insured Medical, Dental, and Vision Claims Administration, Disease Management, Precertification Management, Large Case Management, Biometric/Wellness Program Management, Prescription Drug Card/Mail Order, Preferred Provider Network, and Section 125 Administration.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCigna Disclosure of Payment of Commissions and Service Fees

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 10/10/2014

Reviewed By

Wendy Coco

Date

10/10/2014 10:54 AM

Started On: 10/10/2014 09:27 AM



Disclosure of Payment of Commissions and Service Fees

We have appointed GALLAGHER BENEFIT SERVICES, INC. as our broker/consultant of record in connection with the policy, as of its effective date, and continuing unless and until we notify the insurance company in writing of revocation of this appointment. Any revocation of appointment, or designation of a new broker/consultant of record, will become effective on the date written notice is received by the insurance company, or such later date as we specify.

We acknowledge that the insurance company will pay commissions to the broker/consultant at the following rates:

Product	Policy Numbers
Life	FLX 963634
Accident	OK 965265
LTD	VDT 960717

Product	Percentage
Life	0%
Effective Date: 11/1/14	
Accident	0%
Effective Date: 11/1/14	
LTD	0%
Effective Date: 11/1/14	

We understand and acknowledge that CIGNA Group Insurance companies may have entered into, or may enter into, an agreement with the broker, under which the insurance company compensates the broker for providing marketplace intelligence and other services intended to enhance the effectiveness of the insurance company's business. This additional compensation is contingent on meeting new business and persistency goals.


This compensation is funded from the insurance company's overhead and is based on the broker's overall book of business with the insurance company. Any such payments are separate from commissions and, if applicable, will be included in ERISA Form 5500, Schedule A information provided by the insurance company.

We also understand that the insurance company may invite the broker to participate in events sponsored by the insurance company for the same purposes.

The following describes the compensation available under the program under which your broker is eligible to participate. Terms of the program are subject to change.

- **New Business.** Brokers must write at least \$5,000,000 of new business premium to qualify. Payments made are a percentage of total annualized premium, based on number of new cases sold and annualized premium for those eligible cases, and range from 2% to 4% of the amount of expected first year annualized premium depending on the specific program the broker is eligible to participate in.
- **New Premium Added to Inforce Policies.** Brokers must write at least \$5,000,000 of new business premium to qualify. Payments made are a percentage of total annualized premiums attributable to acquisitions requiring underwriting by the insurance company, and amendments to increase benefits or add eligible classes, and range from 1% to 2% of the amount of expected first year annualized premium depending on the specific program the broker is eligible to participate in.

- **Persistency.** Persistency measures the number of policies (weighted by premium) which were in force at the beginning of the year which are still in force at the end of the year. Payments made are a percentage of total earned premium, and range from 0% to 2% of total aggregate premium for those eligible cases (which is the maximum rate payable, if persistency is 95% or greater) depending on the specific program the broker is eligible to participate in.
- **Cross-Sell.** Payments made are a percentage of total annualized premium for business sold to an existing CIGNA Healthcare or CIGNA International Expatriate Benefits customer OR sold along with a new CIGNA Healthcare medical product or new CIGNA International Expatriate Benefits product to the same customer, and is calculated at 1% of the amount of expected first year annualized premium. In addition, your policies may be used to establish eligibility in the cross-sell programs of CIGNA Healthcare and/or CIGNA International Expatriate Benefits.



Authorized Signature
Williamson County



Date

Commissioners Court - Regular Session**17.****Meeting Date:** 10/21/2014

Extension of Contract the Texas State Library and contract for 2014-2015

Submitted For: Nancy Rister**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding contract amendment for 2013-2014 with the TX State Library and new contract for 2014-2015 for the County Clerk microfilm project of Official Public Records.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Hal Hawes

Jalyn Morris

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 10/15/2014

Reviewed By

Hal Hawes

Jalyn Morris

Wendy Coco

Date

10/14/2014 01:27 PM

10/15/2014 02:25 PM

10/15/2014 04:25 PM

Started On: 10/13/2014 04:39 PM

Commissioners Court - Regular Session**18.****Meeting Date:** 10/21/2014

First Amendment to Authorized User Agreement with Touchstone Television Productions LLC

Submitted By: Robyn Murray, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a First Amendment to Authorized User Agreement in order to extend the term of the agreement to November 30, 2014.

Background

Touchstone Television Productions, LLC d/b/a ABC Studios is seeking an amendment to the original Authorized User Agreement allowing them to film at the Williamson County Juvenile Justice Center. The original term of the Agreement was from 07/28/2014 - 10/14/2014 and they are seeking to amend the term of the Agreement to 07/28/2014 - 11/30/2014.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Authorized User Agreement - First Amendment

Form Review**Inbox**

Hal Hawes

Jalyn Morris

County Judge Exec Asst.

Form Started By: Robyn Murray

Final Approval Date: 10/16/2014

Reviewed By

Hal Hawes

Jalyn Morris

Wendy Coco

Date

10/15/2014 11:42 AM

10/15/2014 02:21 PM

10/16/2014 02:41 PM

Started On: 10/14/2014 06:59 PM

FIRST AMENDMENT TO
AUTHORIZED USER AGREEMENT

THIS FIRST AMENDMENT TO THAT CERTAIN AGREEMENT AUTHORIZED USER AGREEMENT, hereinafter “First Amendment”, is entered into between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter “County”, and Touchstone Television Productions, LLC d/b/a ABC Studios, hereinafter “USER User”.

RECITALS

WHEREAS, County and User executed that certain agreement entitled Authorized User Agreement, hereinafter the “Agreement”, which became effective as of July 22, 2014;

WHEREAS, it has become necessary to amend the Agreement in order to extend the term;

NOW, THEREFORE, premises considered, County and User agree that the Agreement is amended as follows:

AGREEMENTS

1. The parties agree to amend the original term of the Agreement of July 28, 2014 to October 14, 2014 to July 28, 2014 to November 30, 2014. In order to effectuate such amendment, the original Exhibit A of the Agreement shall be supplanted and amended by the attached Exhibit A, which is attached hereto and incorporated herein for all purposes.
2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

**TOUCHSTONE TELEVISION
PRODUCTIONS, LLC D/B/A ABC
STUDIOS:**

By: _____

Signature

Dan A. Gattis

Printed Name

County Judge

Title

_____, 20____

Date

By: _____

Signature

Printed Name

Title

_____, 20____

Date

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):

From - July 28, 2014

To - November 30, 2014

Hours:

To be coordinated and scheduled by the parties' Designated Representatives pursuant to Paragraphs 10 and 37 of the Agreement.

Permitted Use (Description of Use):

Production activities in relation to the audio-visual production currently entitled "AMERICAN CRIME", as further described in the Agreement.

Authorized Area (Location):

Williamson County Juvenile Detention Center / TRIAD
200 Wilco Way
Georgetown, TX 78626

1. Outdoor Recreation Area;
2. Sally Port;
3. Intake Area;
4. Hold Area;
5. Hallways and Dormitory;
6. Courtroom; and
7. Any other specific areas as authorized by COUNTY's Designated Representative.

License Fee:

A. License Fees to be paid to Williamson County, Texas:

- | | |
|-------------------------------------|------------|
| 1. Filming Per Day: | \$1,500.00 |
| 2. Preparation and Wrap-Up Per Day: | \$1,000.00 |

B. License Fee to be paid to Williamson County Juvenile Services:

1. Per Day Fee for Each Day of Filming, Preparation and Wrap-Up: \$250.00

Commissioners Court - Regular Session**19.****Meeting Date:** 10/21/2014

TWC Contract Renewal

Submitted By: Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval of TWC renewal contract for Williamson County Constable, Pct. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTWC 14 15

Form Review**Inbox**

Hal Hawes

Jalyn Morris

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 10/16/2014

Reviewed By

Hal Hawes

Jalyn Morris

Wendy Coco

Date

10/15/2014 03:52 PM


10/15/2014 03:56 PM

10/16/2014 02:41 PM

Started On: 10/15/2014 12:37 PM

TEXAS WORKFORCE COMMISSION

TWC Contract Number 2915PEN008

TITLE	INFORMATION RELEASE CONTRACT		
Recipient			
Name	Williamson County Constable Precinct 3		
Street Address	301 S. E. Inner Loop #102		
City/State/Zip	Georgetown, TX 78626		
Telephone Number	512-943-1436		
Contract Period			
This Contract shall begin on October 1, 2014 and shall terminate on September 30, 2015 unless amended by mutual written agreement of the parties.			
Funding Information			
The total amount of this Contract will not exceed the sum of			\$1,500.00
Remarks			
This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.			
Summary			
Online access only			
Number of online users and rate: 1-10 for \$1,500/year			
Signature Authority			
Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:			
<ul style="list-style-type: none">• Execute this Contract on behalf of the organization, and• Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.			
Agency Approval		Recipient Approval	
Agency: Texas Workforce Commission		Recipient: Williamson County Constable Precinct 3	
 9/29/14			
George D. Meador Director of Information Technology		Dan Gattis County Judge	
Date		Date	

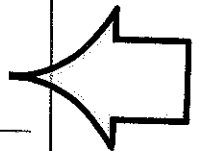


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Section 7	Miscellaneous
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Attachment H	Quarterly Self-Assessment Report

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT
GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This Contract sets forth the obligations of the Texas Workforce Commission (“Agency”) and the Recipient identified on the cover page (each a “Party” and together “the Parties”) with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A**.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

- 2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein, nor shall it entitle Recipient to any refund of the annual subscription fee for online access to Agency records.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

- 4.1 “TWC Information” means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient’s records, files or data compilations.
- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor’s Office, the United States government, and their authorized representatives to determine Recipient’s compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

- 6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency’s invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- 6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- 6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- 6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient’s breach.

SECTION 7 – Miscellaneous

- 7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not “public information” for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.
- 7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**
- 7.4 Agency’s failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.
- 7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient’s breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient’s breach.
- 7.7 Recipient agrees to accept liability for any damage to Agency’s hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.
- 7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION
AND
WILLIAMSON COUNTY CONSTABLE PRECINCT 3

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: **to assist in criminal investigations; to assist in locating defendants, witnesses, and fugitives in criminal cases; to assist in locating persons with outstanding warrants, probation absconders, and to assist in Locating Assets/individuals in Civil Court matters** (the “Limited Purpose”). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

- 2.1 Online Access.
 - 2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:
 - BN75: wage records file;
 - CMES, CTCS, and BPCS: unemployment compensation claim benefit data; and
 - IRS6, STS, and SER: employer master file inquiry.
 - 2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a **maximum of ten (10) “Users,”** all of whom must be direct Recipient employees.
 - 2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

- 3.1.1 Annual Fee and Payment. Recipient shall pay Agency a **one thousand five hundred dollar (\$1,500.00) annual subscription fee** for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").
- 3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.
- 3.1.4 User Document Renewal. **On November 1, 2014**, the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
- 3.1.5 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
- 3.1.6 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.1.7 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

- 3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply

- 3.2.2 with the requirements in *Safeguards for TWC Information*, Attachment B, and in *Protection of Confidentiality - 20 C.F.R. § 603.9*, Attachment G. Failure to comply with any requirement of Attachment B or Attachment G is a breach of this Contract.
- 3.2.3 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.2.4 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.
- 3.2.5 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.
- 3.2.6 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.2.7 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.
- 3.2.8 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.2.9 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.2.10 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.2.11 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Michelle D. Smith
Office of General Counsel
Texas Workforce Commission
101 E. 15th St., Room 266
Austin, TX 78778-0001

Phone: 512-936-3296
Fax: 512-463-2990
Email: ORContracts.Management@twc.state.tx.us

Recipient Contact Person

Patricia Speed
Research Analyst
Williamson County Constable Precinct 3
301 S. E. Inner Loop #102
Georgetown, TX 78626

Phone: 512-943-1472
Email: pspeed@wilco.org

Send invoices to:

Theresa Lock
Chief Deputy
Williamson County Constable Precinct 3
301 S. E. Inner Loop #102
Georgetown, TX 78626

Phone: 512-943-1436
Email: tlock@wilco.org

- 4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.
- 4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.
- 4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2914PEN026.

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

"TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.
2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": **to assist in criminal investigations; to assist in locating defendants, witnesses, and fugitives in criminal cases; to assist in locating persons with outstanding warrants, probation absconders, and to assist in Locating Assets/individuals in Civil Court matters.** Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.
8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 10.1 to any contract employee of Recipient or any individual not employed by Recipient;
 - 10.2 to another government entity, including a law enforcement entity;
 - 10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

11. Authorized Disclosure. TWC Information may only be disclosed:
 - 11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and
 - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.
19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 128-bit encryption.
23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____
(User's Printed Name) (User's Social Security Number) _____

(User's work phone number) (Print User's work street address) _____

(Print User's employer) (Print User's work email) _____

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following Limited Purpose only: **to assist in criminal investigations; to assist in locating defendants, witnesses, and fugitives in criminal cases; to assist in locating persons with outstanding warrants, probation absconders, and to assist in Locating Assets/individuals in Civil Court matters.** I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose. I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code § 301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to \$4,000, or both.

I understand that under Texas Penal Code § 33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by 180 days in jail up to 99 years or life in prison, a fine of \$2,000-\$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

Signature of User

Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

Signature of Supervisor

Printed Name

Date signed

Approval of Contract Signatory or Contact Person named in Contract:

Signature of Contract Signatory or Recipient Contact Person

Printed Name

Date signed

All fields on this agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of User Agreement to TWC RACF Administration as specified on the required Cover Sheet, Attachment D to this Contract.

COVER SHEET FOR TRANSMITTING USER AGREEMENT AND TRAINING CERTIFICATE

To: **RACF Administration**

____ via email to: **racf.administration@twc.state.tx.us**
(Document must be scanned and **encrypted** before sending)

____ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

____ via mail to: **RACF Administration**
Texas Workforce Commission
101 East 15th Street, Room 0330
Austin, TX 78778-0001

From: **Williamson County Constable Precinct 3 (Recipient)**

____ (Recipient Contact Person)

____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- **For questions regarding the User Agreement, please email racf.administration@twc.state.tx.us**

PROTECTION OF CONFIDENTIALITY - 20 C.F.R. § 603.9

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION (UC) PROGRAM; CONFIDENTIALITY AND
DISCLOSURE OF STATE UC INFORMATION
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

- (a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.
- (b) Safeguards to be required of recipients.
 - (1) The State or State UC agency must:
 - (i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;
 - (ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;
 - (iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;
 - (iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;
 - (v) Require each recipient agency or entity to:
 - (A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and
 - (B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.
 - (vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –

- (i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;
- (ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

- (i) To the individual or employer who is the subject of the information;
- (ii) To an attorney or other duly authorized agent representing the individual or employer;
- (iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
- (iv) In response to a subpoena only as provided in § 603.7;
- (v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
- (vi) From one public official to another if the redisclosure is authorized by the State law;
- (vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or
- (viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report when due may result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the following requirements of the Contract and of Protection of Confidentiality - 20 C.F.R. § 603.9 (Attachment G of the Contract):

1. Recipient uses the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract. Yes: _____ No: _____
2. Recipient stores the disclosed TWC Information in a place physically secure from access by unauthorized persons. Yes: _____ No: _____
3. Recipient stores and processes disclosed TWC Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the TWC Information by any means. Yes: _____ No: _____
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed TWC Information stored in computer systems. Yes: _____ No: _____
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both). By your signature below you acknowledge that all personnel having access to the disclosed TWC Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9. Yes: _____ No: _____
6. Recipient adheres to confidentiality requirements and procedures that are consistent with 20 C.F.R. § 603.9 and the requirements of the TWC Contract, and reports any infraction of these requirements and procedures to TWC fully and promptly. Yes: _____ No: _____
7. Recipient disposes of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed is served, or as required by court order. Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction. Yes: _____ No: _____
8. Recipient ensures that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate. Yes: _____ No: _____
9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract. Yes: _____ No: _____
10. Attach a description of the system referred to in item 9.

By signature hereon, the Contract signatory or the entity's internal auditor certifies that: All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

Signature

Date

Printed Name and Title

**Williamson County Constable Precinct 3
2915PEN008**

Return this Report to: External Data Sharing Contracts Manager | Office of General Counsel
Texas Workforce Commission | 101 East 15th Street, Room 266 | Austin, Texas 78778-0001
Email: SelfAssessmentReports@twc.state.tx.us Fax: 512-463-2990

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

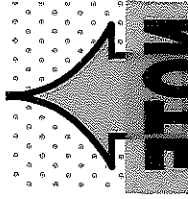
Please check the appropriate box and sign below:

- ☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- ☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.
- ☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Williamson County Constable Precinct 3

Dan Gattis
County Judge

Date



Commissioners Court - Regular Session**20.****Meeting Date:** 10/21/2014

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.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Discuss Kaufman Loop.

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: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 09:37 AM

Started On: 10/16/2014 09:11 AM

Commissioners Court - Regular Session**21.****Meeting Date:** 10/21/2014

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.)
- i) Discuss the acquisition of real property: Inner Loop
- j) Discuss the acquisition of real estate containing underground water rights and interests.

2. Property or Real Estate owned by Williamson County

- a) Discuss County owned real estate containing underground water rights and interests.
- 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: 10/16/2014

Reviewed By

Wendy Coco

Date

10/16/2014 09:37 AM

Started On: 10/16/2014 09:10 AM