

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**DECEMBER 4th, 2007**  
**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. Read and approve the minutes of the last meeting.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers 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.
3. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
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 two 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 – 12 )*

5. Consider approving a line item transfer request for the Department of Emergency Communications.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0583.003120	Printer Supplies	1000
To	0100.0583.004210	Internet/Email Service	1000

6. Consider authorizing the transfer of computers and related equipment from multiple departments to auction/donation.  
 (Complete list filed with official minutes)
7. Consider authorizing the transfer of one vehicle and other various items from multiple departments to auction/donation. (Complete list filed with official minutes)

8. Consider approving Property Tax Collections - October 2007 as determined by Tax Assessor/Collector.
9. Consider approving Minutes of County Finances Treasurer's Report.
10. Consider approving Project Budget Transfer from 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: close out P122 FM 1660 move balance of \$353,156.59 to P-45 Gattis School Road.
11. Discuss and take appropriate action on changing the spelling of the street name Kindra Drive in Cierra Springs Subdivision to Kendra Drive.
12. Consider request for an emergency blading of private road 905 in Liberty Hill.

## **REGULAR AGENDA**

13. Hear presentation on Aircheck Texas program.
14. Discuss and take appropriate action on Aircheck Texas contract and budget.
15. Discuss and take appropriate action on road bond program.
16. Discuss and take appropriate action on TxDOT Advance Funding Agreement for Williamson County #0683-01-080, 081 & 082 for RR 620: Wyoming Springs, Oaklands & Deepwood for construction of right turn lanes at Wyoming Springs, Oaklands and Deepwood.
17. Consider approving Chandler Rd, Ph. 2 (Wilco Project No. 06WC407A) Change Order No. 5
18. 10:00 A.M.  
Hold Public Hearing concerning HB 621 - "Goods-In-Transit".
19. Discuss and take appropriate action concerning HB 621 - "Goods-In-Transit".
20. Discuss and take appropriate action on proposed renewal service agreement with Specialized Billing & Collection Systems of Texas for billing services for EMS.
21. Discuss and consider approving a change order request for SWCA.
22. Hear presentation from Ann Kitchen regarding the regional health initiative.
23. Discuss and take appropriate action on interlocal agreement with Capital Metro for participation in the Build Central Texas program.

## **EXECUTIVE SESSION**

24. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
25. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
26. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
27. Discuss courthouse restoration (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
28. Discuss and take appropriate action on real estate.
29. Discuss and take appropriate action on pending or contemplated litigation.
30. Discuss and take appropriate action on the County Landfill.
31. Discuss and take appropriate action on courthouse restoration.
32. Comments from Commissioners.

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Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Consider approving a line item transfer request for the Department of  
Emergency Communications  
Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Gary Oldham, Emergency Communications  
**Submitted For:** Gary Oldham  
**Department:** Emergency Communications  
**Agenda Area:** Consent

**Information**

**Agenda Item**

Consider approving a line item transfer request for the Department of Emergency Communications.

**Background**

Prior to late last fiscal year, Suddenlink Communications was not charging the Department for cable television services. The time that Suddenlink Communications began billing the Department for cable services was past the budget submission deadline. This transfer is necessary to submit payment to Suddenlink and to maintain cable television services in order for emergency communications personnel to monitor news and weather sources.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0583.003120	Printer Supplies	1000
To	0100.0583.004210	Internet/Email Service	1000

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	11/21/2007 12:25 PM	APRV
2	Budget	Ashlie Koenig	11/26/2007 08:06 AM	APRV

Form Started By: Gary Oldham  
 Started On: 11/21/2007 10:48 AM  
 Final Approval Date: 11/26/2007

**consent agenda**  
**Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Christi Tredemeyer, Purchasing  
**Department:** Purchasing  
**Agenda Area:** Consent

**Information**

**Agenda Item**

Consider authorizing the transfer of computers and related equipment from multiple departments to auction/donation.  
 (Complete list filed with official minutes)

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Link: [consent- auction](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
		Christi Tredemeyer	11/29/2007 11:05 AM	CREATED
1	Purchasing			NEW
2	County Judge Exec Asst.			
Form Started By: Christi Tredemeyer			Started On: 11/29/2007 11:05 AM	









## TRANSFER of FIXED ASSET

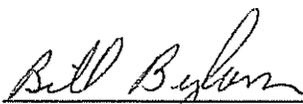
Date: November 16, 2007

The following fixed asset(s) should be (check one):

- Transferred to another department
- Sold At Auction

Quantity	Brief Description (model, serial number, asset tag number, etc)
1	PC - sn# DPBN901
1	PC - sn# 6F8CW01
1	PC - sn# V803BVQ20504
8	monitors
4	boxes of keyboards, speakers, mice
2	Printers - HP 722c deskjets
1	Printer - HP 656c deskjet
1	Printer - HP 950c deskjet
6	laptop docking stations

The transferor requests that this fixed asset be removed from the inventory for their office and either placed in the Transferee's office as of the date shown above, *OR* sold at auction as indicated by the choice above.

From:   
 Transferor department head or elected official

ITS  
 Department Name

To: \_\_\_\_\_  
 Transferee department head or elected official  
 (not needed if being sold at auction)

Auction  
 Department Name

# TRANSFER of FIXED ASSET

Date: November 16, 2007

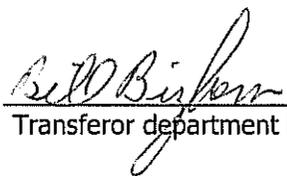
The following fixed asset(s) should be (check one):

Transferred to another department

Sold At Auction

Quantity	Brief Description (model, serial number, asset tag number, etc)
1	PC - sn# GFPYD
1	PC - sn# D49Z611
1	PC - sn# 1JX1L11
1	PC - sn# 01G9B
1	PC - sn# EIFYI
1	PC - sn# 4BASA
1	PC - sn# H1ZPM5
1	PC - sn# 3989935
1	PC - sn# US62456375
1	PC - sn# 2B0RW01
1	PC - sn# 9B31F01
1	PC - sn# 87T1W01
1	PC - sn# 8H21F21
1	PC - sn# 3KBN901
1	PC - sn# 8LBN901
1	PC - sn# 63LCG01

The transferor requests that this fixed asset be removed from the inventory for their office and either placed in the Transferee's office as of the date shown above, *OR* sold at auction as indicated by the choice above.

From:   
Transferor department head or elected official

ITS  
Department Name

To: \_\_\_\_\_  
Transferee department head or elected official  
(not needed if being sold at auction)

Auction  
Department Name

## TRANSFER of FIXED ASSET

Date: November 16, 2007

The following fixed asset(s) should be (check one):

- Transferred to another department
- Sold At Auction

Quantity	Brief Description (model, serial number, asset tag number, etc)
1	Wyse 50 terminal, SN 0001019441, assett A110963
1	Wyse 50 terminal, SN 0000036470. asset A108626
1	Wyse 50 terminal, SN 08E1005117
1	Wyse 50 terminal, SN 0001160408
1	Wyse 50 terminal, SN 0001019426
5	Dell monitors (black)
1	Compaq laptop Armada 1585DMT, asset C01573
1	Dell monitor in box (unopened)
19	Dell monitors (white)
1	Dell 4100 pc, SN 7F6J001, asset C00086
1	Dell 4100 pc, SN 1P6J001, asset C00100
1	IBM Risc 6000 server, Sn 22672
1	Wyse monitor for IBM server
1	Dell Optiplex pc, SN CR42H, asset C01577

The transferor requests that this fixed asset be removed from the inventory for their office and either placed in the Transferee's office as of the date shown above, *OR* sold at auction as indicated by the choice above.

From: Bill Bigler  
 Transferor department head or elected official

ITS  
 Department Name

To: \_\_\_\_\_  
 Transferee department head or elected official  
 (not needed if being sold at auction)

AUCTION  
 Department Name



# TRANSFER of FIXED ASSET

Date: November 16, 2007

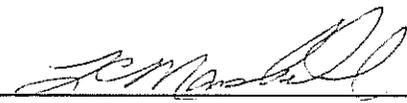
The following fixed asset(s) should be (check one):

Transferred to another department

Sold At Auction

Quantity	Brief Description (model, serial number, asset tag number, etc)
1	PC - sn# 000840630
1	PC - sn# 2HR9C01
1	PC - sn# FHR9C01
1	PC - sn# 16BJM
1	Printer - sn# USBDJ11987
1	Printer - sn# CNGGG34810
1	Printer - sn# JPBG116412
1	PC - sn# 9JZJW01
1	PC - sn# EIFYG
1	PC - sn# 6E41B
1	PC - sn# H1WHW
1	PC - sn# FJDMP21

The transferor requests that this fixed asset be removed from the inventory for their office and either placed in the Transferee's office as of the date shown above, *OR* sold at auction as indicated by the choice above.

From:   
Transferor department head or elected official

Sheriff's Office  
Department Name

To: \_\_\_\_\_  
Transferee department head or elected official  
(not needed if being sold at auction)

Auction  
Department Name





## TRANSFER of FIXED ASSET

Date: November 16, 2007

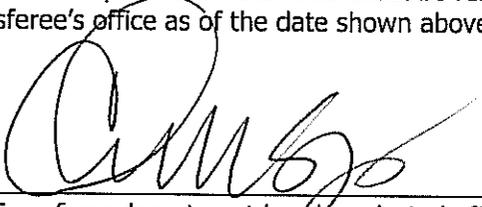
The following fixed asset(s) should be (check one):

Transferred to another department

Sold At Auction

Quantity	Brief Description (model, serial number, asset tag number, etc)
1	PC - sn# 659B821
1	PC - sn# 9MLQ411
1	PC - sn# C99B821
1	PC - sn# C89B821
1	PC - sn# D49B821
1	PC - sn# F69B821
1	PC - sn# H99B821
1	PC - sn# F49B821
1	PC - sn# 469B821
1	PC - sn# 599B821
1	PC - sn# F79B821
1	PC - sn# 7NLQ411
1	PC - sn# 359B821
1	PC - sn# 869B821
1	Laptop - sn# B3J2821
18	monitors
3	boxes of keyboards, mice, speakers
3	docking stations

The transferor requests that this fixed asset be removed from the inventory for their office and either placed in the Transferee's office as of the date shown above, *OR* sold at auction as indicated by the choice above.

**From:**   
 \_\_\_\_\_  
 Transferor department head or elected official

Juvenile  
 \_\_\_\_\_  
 Department Name

**To:** \_\_\_\_\_  
 Transferee department head or elected official  
 (not needed if being sold at auction)

Auction  
 \_\_\_\_\_  
 Department Name

**consent agenda**  
**Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Christi Tredemeyer, Purchasing  
**Department:** Purchasing  
**Agenda Area:** Consent

**Information**

**Agenda Item**

Consider authorizing the transfer of one vehicle and other various items from multiple departments to auction/donation. (Complete list filed with official minutes)

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Link: [consent- auction](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	11/29/2007 10:17 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	11/29/2007 01:35 PM	APRV

Form Started By: Christi Tredemeyer  
 Started On: 11/29/2007 08:54 AM  
 Final Approval Date: 11/29/2007

# WILLIAMSON COUNTY VEHICLE RETIREMENT FORM

2FALP71W8RX155436  
VEHICLE IDENTIFICATION NUMBER

5775  
DOOR NUMBER

652-637                      1994              Ford              Crown Vic              White  
LICENSE PLATE NUMBER              YEAR              MAKE              MODEL              COLOR

Juvenile Services 576  
DRIVER ASSIGNED TO VEHICLE                      DEPARTMENT

## REASON FOR VEHICLE BEING PLACED INTO RETIREMENT:

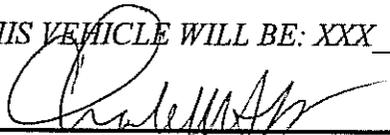
Accident: Damage to County Property or Official Accident Report must be attached

High Mileage: List actual mileage \_\_\_\_\_

Not mechanically sound Is worn out and not safe to drive at any speed \_\_\_\_\_

Other: Explain \_\_\_\_\_

THIS VEHICLE WILL BE:  AUCTIONED OR  USED AS TRADE



Date: 11-15-07

Department Head or Elected Official

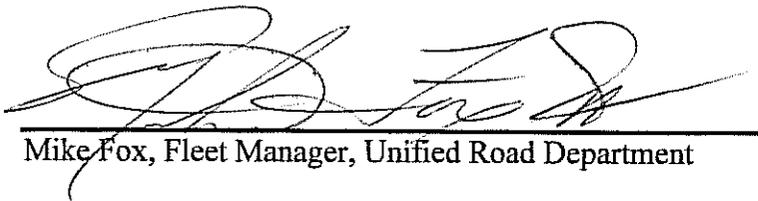
## FORWARD TO MIKE FOX – UNIFIED ROAD DEPARTMENT

FOLLOW UP FOR U.R.S.

AUTHORIZED LITIGATION/INSURANCE RELEASE FORM OBTAINED

VEHICLE MARKED FOR AUCTION AND MOVED TO AUCTION YARD

FORWARD FORMS AND REPORTS TO INTERNAL AUDIT



Date: 11-19-07

Mike Fox, Fleet Manager, Unified Road Department

# Williamson County Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- TRANSFER between county departments       TRADE-IN for new assets for the county  
 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#
1	Dell Computer 4100 3-01	8014P01	
1	Dell Computer 4100 7-01	D9116G01	

**Parties involved:**

**FROM** (Transferor Department): Addressing

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

Emily Stuka  
Print Name

Emily Stuka  
Signature

Date 11, 27, 07

**Contact Person:**

Emily Stuka  
Print Name

930-3371  
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 \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Contact Person:**

Print Name \_\_\_\_\_

Phone Number \_\_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

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

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

by \_\_\_\_\_

# Williamson County Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- TRANSFER between county departments       TRADE-IN for new assets for the county  
 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#
1	IBM Wheelwriter 3 typewriter		
1	IBM Selectric III		
8	Privacy Screen for monitors		
1	Canon FX4 Laser Class 9000L fax machine		

**Parties involved:**

**FROM** (Transferor Department): Tax Assessor/Collector

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

**Authorized Staff:**  
Deborah M. Hunt

**Contact Person:**

Kathryn Morehouse

Print Name

*Deborah M. Hunt*  
Signature

Print Name

943-1601 X 7015

Phone Number

Date 11 / 20 / 07

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

**Transferee - Elected Official/Department Head/**

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

Kevin Marek

**Contact Person:**

Kevin Marek

Print Name

Signature

Print Name

943-1563

Phone Number

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

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

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

by \_\_\_\_\_

# WILLIAMSON COUNTY ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

TRANSFER between county departments

SALE at the earliest auction

TRADE-IN for new assets for the county

DONATION to a non-county entity

Asset list::

<u>Quantity</u>	<u>Description (year, make, model &amp; etc)</u>	<u>Manufacturer ID# (serial, service tag, or VIN)</u>	<u>County Tag#</u>
1	MAIL SORTER	N/A	N/A

Parties involved:

FROM (Transferor Department): WM COUNTY TREASURER

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

FROM Transferor – Elected Official/Department Head/authorized staff:

Print VIVIAN WOOD Sign Vivian L Wood Date 11-21-07

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

Print JERRY VILLARREAL Sign \_\_\_\_\_ Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_.

## FORWARD TO COUNTY AUDITOR'S OFFICE

This Change Status was approved in Commissioner's Court on \_\_\_\_\_.

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

by \_\_\_\_\_.

# Williamson County Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- TRANSFER between county departments       TRADE-IN for new assets for the county  
 SALE at the earliest auction                       DONATION to a non-county entity

Asset list:

*1 of 2 pages*

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
6	Monitors		
1	CPU	Dell (1JZ0C)	
1	CPU	Dell (OVSMV)	
1	CPU	Dell (OVSMB)	
1	FAX	Brother (U56577K1J736989)	
1	FAX	Brother (A17362010)	
1	FAX	Brother (L17786896)	
1	FAX	Sharp (97276965)	

**Parties involved:**

FROM (Transferor Department): 540 EMS

Transferor - Elected Official/Department Head/  
Authorized Staff:

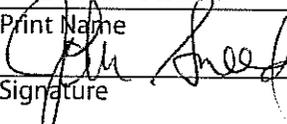
Contact Person:

John Sneed

John Sneed

Print Name

Print Name

Signature 

943-1264

Phone Number

Date 11 / 26 / 07

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

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

Phone Number

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

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

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

by \_\_\_\_\_

# Williamson County Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- TRANSFER between county departments       TRADE-IN for new assets for the county  
 SALE at the earliest auction                       DONATION to a non-county entity

Asset list:

*2 of 2 pages*

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Laminator	3M-DL9951	
1	Printer	HP (USDH094014)	
1	Printer	HP (USDG011255)	
1	Printer	HP (USDD012478)	
1	Printer	Brother (U60066H1J259167)	
1	Typewriter	Brother (L46382244)	
1	Typewriter	Swintec (65302528)	

**Parties involved:**

**FROM** (Transferor Department): 540 EMS

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

**Contact Person:** \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**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 \_\_\_\_\_

Signature \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**  
 The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

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

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

by \_\_\_\_\_

# Williamson County Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- TRANSFER between county departments       TRADE-IN for new assets for the county  
 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#
1 box	(25) khaki colored tactical shirts		n/a
1 box	(14) blue BDU pants - "Propper"		n/a
1 box	(3) brown winter jackets & (1) brown clip-on tie		n/a
NOTE:	These uniforms are old and faded. The jackets are no longer worn by Sheriff's employees.		

**Parties involved:**

**FROM** (Transferor Department): WC Jail - Dept 570

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

**Authorized Staff:**  
L. C. Marshall

**Contact Person:**

Karen Cantrell

Print Name

*L. C. Marshall*

Print Name  
943-1324

Signature

Phone Number

Date 11 / 14 / 07

**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

Phone Number

Date \_\_\_ / \_\_\_ / \_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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 \_\_\_\_\_

*Submitted  
11-14-07  
KC*

## TRANSFER of FIXED ASSET

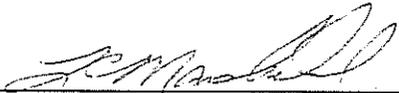
Date: November 16, 2007

The following fixed asset(s) should be (check one):

- Transferred to another department
- Sold At Auction

Quantity	Brief Description (model, serial number, asset tag number, etc)
1	PC - sn# 000840630
1	PC - sn# 2HR9C01
1	PC - sn# FHR9C01
1	PC - sn# 16BJM
1	Printer - sn# USBDJ11987
1	Printer - sn# CNGGG34810
1	Printer - sn# JPBG116412
1	PC - sn# 9JZJW01
1	PC - sn# EIFYG
1	PC - sn# 6E41B
1	PC - sn# H1WHW
1	PC - sn# FJDMP21

The transferor requests that this fixed asset be removed from the inventory for their office and either placed in the Transferee's office as of the date shown above, *OR* sold at auction as indicated by the choice above.

**From:**   
 Transferor department head or elected official

Sheriff's Office  
 Department Name

**To:** \_\_\_\_\_  
 Transferee department head or elected official  
 (not needed if being sold at auction)

Auction  
 Department Name

**Property Tax Collections - October 2007  
Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Cathy Atkinson, County Tax Assessor Collector  
**Submitted For:** Cathy Atkinson  
**Department:** County Tax Assessor Collector  
**Agenda Area:** Consent

**Information**

**Agenda Item**

Consider approving Property Tax Collections - October 2007 as determined by Tax Assessor/Collector.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Link: [100107-103107 GWI-RFM](#)

**Form Routing/Status**

Form Started By: Cathy Atkinson      Started On: 11/27/2007 11:16 AM  
 Final Approval Date: 11/29/2007

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**October 1-31, 2007**

Description	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2007	\$141,761,637.22	\$0.00	\$141,761,637.22	\$125,998.22	\$0.00	\$716.77	\$141,634,922.23	\$126,714.99	0.09%	0.24%
2006 & Prior	2,056,451.50	24,102.79	2,080,554.29	113,973.65	31,741.10	1,564.94	1,965,015.70	115,538.59	5.55%	7.08%
Rollbacks	1,015,250.86	400,083.93	1,415,334.79	62,074.57	0.00	0.00	1,353,260.22	62,074.57	4.39%	4.39%
<b>Total All</b>	<b>\$144,833,339.58</b>	<b>\$424,186.72</b>	<b>\$145,257,526.30</b>	<b>\$302,046.44</b>	<b>\$31,741.10</b>	<b>\$2,281.71</b>	<b>\$144,953,198.15</b>	<b>\$304,328.15</b>	<b>0.21%</b>	<b>0.23%</b>

2007 MONTHLY BREAKDOWN

Oct-07	\$144,833,339.58	\$424,186.72	\$145,257,526.30	\$302,046.44	\$31,741.10	\$2,281.71	\$144,953,198.15	\$304,328.15
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## Minutes of County Finances Treasurer's Report Commissioners Court - Regular Session

Date: 12/04/2007  
 Submitted By: Kathy Kohutek, County Treasurer  
 Submitted For: Vivian Wood  
 Department: County Treasurer  
 Agenda Area: Consent

### Information

#### Agenda Item

Consider approving Minutes of County Finances Treasurer's Report.

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

Link: [October 2007 Treasurer's Report](#)

### Form Routing/Status

Form Started By: Kathy Kohutek      Started On: 11/26/2007 09:51 AM  
 Final Approval Date: 11/29/2007

MINUTES OF COUNTY FINANCES  
TREASURER'S REPORT

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

COMMISSIONERS' COURT  
WILLIAMSON COUNTY, TEXAS  
IN REGULAR SESSION  
OCTOBER TERM 2007

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **OCTOBER 2007**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$341,150,137.53.

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

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

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

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

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

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the \_\_\_\_\_ day \_\_\_\_\_, A.D., 2007.

\_\_\_\_\_  
Attest: Nancy E. Rister, County Clerk

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2007, and recorded on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2007.

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

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

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance October 31, 2007
GENERAL FUND	\$ 13,807,888.20
ROAD & BRIDGE	\$ 8,048,257.03
CAPITAL PROJECTS FUND	\$ 173,646,000.00
SH45	\$ 1,884,332.66
DEBT SERVICE	\$ 5,101,516.67
WILLIAMSON COUNTY BENEFITS FUND	\$ 965,743.33
<b>TOTAL</b>	<b>\$ 203,453,737.89</b>

Date: 15-NOV-07 15:44:56  
 Page: 1

WILLIAMSON COUNTY  
 Statement of Cash Receipts & Disbursements  
 Current Period: OCT-07

Currency: USD  
 Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
152000 0100 GENERAL FUND	13,807,888.20	0.00	0.00	13,807,888.20
152000 0200 ROAD & BRIDGE GENERAL FUND	8,048,257.03	0.00	0.00	8,048,257.03
152000 0600 WASH. CO. GENERAL FUND	5,101,516.67	0.00	0.00	5,101,516.67
152000 0882 WASH. CO. BENEFITS FUND	20,640,473.73	0.00	0.00	20,640,473.73
152160 0777 CAPITAL PROJECTS FUND	30,172,105.91	75,110.68	3,000,000.00	17,715,884.47
152162 0777 CAPITAL PROJECTS FUND	30,172,105.91	131,142,000.06	0.00	131,142,000.06
152177 0777 CAPITAL PROJECTS FUND	1,884,332.66	121,846.26	0.00	1,884,332.66
153002 0777 CAPITAL PROJECTS FUND		0.00	0.00	

**WILLIAMSON COUNTY  
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS  
OCTOBER 31, 2007**

	<b>TEXPOOL</b>	<b>TEXPOOL PRIME</b>	<b>TEXSTAR</b>	<b>GRAND</b>
<b>ACCOUNT NAME</b>	<b>BALANCE</b>	<b>BALANCE</b>	<b>BALANCE</b>	<b>TOTAL</b>
	<b>10/31/07</b>	<b>10/31/07</b>	<b>10/31/07</b>	
COURTHOUSE SECURITY	118,878.28			118,878.28
COUNTY RMP	746,029.57			746,029.57
GENERAL FUND	403,311.63	8,528,416.45		8,931,728.08
LIBRARY FUND	454,301.14			454,301.14
COURT REPORTER SVC	562,640.13			562,640.13
KARST	803,134.06			803,134.06
CO RECORD ARCHIVE	1,228,696.27			1,228,696.27
ROAD AND BRIDGE	23,503.97	3,253,074.02		3,276,577.99
TOTAL CO'S & BOND	2,045,809.67	76,071,457.72	23,269,850.19	101,387,117.58
DEBT SERVICE	465,985.30	3,162,624.51	-	3,628,609.81
<b>TOTALS</b>	<b>6,852,290.02</b>	<b>91,015,572.70</b>	<b>23,269,850.19</b>	<b>121,137,712.91</b>

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation October 31, 2007
GENERAL FUND	\$ 15,291,382.37
PAYROLL	\$ 904,617.34
CSCD TREASURER	\$ 362,687.02
<b>TOTAL</b>	<b>\$ 16,558,686.73</b>

Bank Statement Reconciliation Report  
Ending OCTOBER 31, 2007  
**GENERAL FUND ACCOUNT**

BALANCE PER BANK	\$ 17,478,347.72
ADD: OUTSTANDING DEPOSITS	\$ 3,802.00
SUBTRACT: OUTSTANDING CHECKS	\$ (2,190,767.35)
<b>RECONCILED BANK BALANCE</b>	<b><u>\$ 15,291,382.37</u></b>
<hr/>	
STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$ 15,165,819.23
ADD: DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL NOVEMBER 2007	\$ 51,081.89
SUBTRACT:	\$ 0.00
BANK INTEREST 4.080%	\$ 74,481.25
<b>RECONCILED BOOK BALANCE</b>	<b><u>\$ 15,291,382.37</u></b>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	<u>\$ 0.00</u>

NOTES:

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Bank Statement Reconciliation Report  
Ending OCTOBER 31, 2007  
**PAYROLL FUND ACCOUNT**

BALANCE PER BANK	\$	943,561.48
ADD:		
OUTSTANDING DEPOSITS	\$	1,045.43
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(28,902.66)
ESCROW OUTSTANDING CHECKS	\$	(11,086.82)
ADJUSTMENTS:		
*RECONCILIATION ITEM	\$	(0.09)
<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>904,617.34</u></b>
<hr/>		
BOOK BALANCE	\$	904,617.34
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
BANK INTEREST EARNED \$4,676.09		
BANK INTEREST RATE 4.080%		
ADJUSTMENTS:		
ADD:	\$	0.00
SUBTRACT:	\$	0.00
<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>904,617.34</u></b>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>(0.00)</u>

NOTES:

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\*Submitted to Wm. County Auditor for resolution

Bank Statement Reconciliation Report  
Ending OCTOBER 31, 2007  
**CSCD ACCOUNT**

BALANCE PER BANK	\$	431,734.85
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
OUTSTANDING CHECKS	\$	(69,047.83)
<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>362,687.02</u></b>
<hr/>		
STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	360,528.62
ADD:	\$	
SUBTRACT:	\$	0.00
BANK INTEREST 4.080%	\$	2,158.40
<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>362,687.02</u></b>
TOTAL DIFFERENCE IN BOOK FROM THE BANK	<b>\$</b>	<b><u>0.00</u></b>

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL FUND TOTAL REVENUES  
FOR OCTOBER 2007**

Total Taxes	\$269,882.37
Total Fees of Office	\$692,785.38
Total Fines and Forfeitures	\$439,892.64
Total Charges for Services	\$490,532.18
Total Intergovernmental	\$301,997.33
Total Investment Income/Other	\$194,852.43
Total Revenues	\$2,389,942.33

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

**GENERAL FUND TOTAL EXPENSES  
FOR OCTOBER 2007**

Total General Government	\$2,413,740.89
Total Public Safety	\$4,961,197.68
Total Judicial	\$974,643.36
Total Community Services	\$338,587.53
Total Expenditures	\$8,688,169.46

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

**Project Budget Transfer 2001 Road Bond P122  
Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Pam Navarrette, County Auditor  
**Submitted For:** Pam Navarrette  
**Department:** County Auditor  
**Agenda Area:** Consent

**Information**

**Agenda Item**

Consider approving Project Budget Transfer from 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: close out P122 FM 1660 move balance of \$353,156.59 to P-45 Gattis School Road.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Pam Navarrette      Started On: 11/29/2007 10:17 AM  
 Final Approval Date: 11/29/2007



## Emergency Blading PR 905 Commissioners Court - Regular Session

Date: 12/04/2007  
 Submitted By: Grimes Kathy, Commissioner Pct. #2  
 Submitted For: Cynthia Long  
 Department: Commissioner Pct. #2

### Information

#### Agenda Item

Consider request for an emergency blading of private road 905 in Liberty Hill.

#### Background

Mr. Tom Chapman lives along private road 905 in Liberty Hill. Mr. Chapman recently suffered a heart attack at his place of employment. He was concerned because he said EMS would not have been able to reach him if his heart attack had taken place at his home. He advised us that there were numerous individuals along the road that also had health concerns, including an expectant mother. Mr. Chapman e-mailed us his request, along with signatures from many of his neighbors (attachment). James Hall of Road & Bridge went to inspect the condition of the roadway and confirmed that the roadway is in poor condition and has not had an emergency blading for approximately six to eight years. The road is 7,550 feet long and would require road base material to bring it up to a safe standard.

### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

Link: [Emergency Blading Request](#)

Link: [Emergency Blading Request](#)

### Form Routing/Status

Form Started By: Grimes Kathy      Started On: 11/28/2007 02:18 PM  
 Final Approval Date: 11/29/2007

We the undersigned would like to request the county to do emergency blading on Private Road 905, Liberty Hill, TX. Several residents have health conditions at this time, and the current condition of the road would not allow medical emergency personnel to care for the residents in case of an emergency. The road would also not allow fire department personnel to reach the homes in case of a fire.

Resident	Address	Health Condition	Signature
David L. Kerr	790		David L. Kerr
Steven Lange	1291 <del>905</del>	Heart Problems	Steven C. Lange
Sharon Lange	1291 <del>905</del>	Knee Problems & blood disorder	Sharon Lange
Floyd McDonald	991	Cancer, heart problems	Floyd McDonald
Colleen McDonald	991	Diabetes and heart problems	Colleen M. McDonald
BILL HARRIS	950	-	Bill Harris
Barry Richey	908	-	Barry Richey
Joyce Richey	908	Hypertension, kidney disease, colitis, fibromyalgia	Joyce Richey
PAT ROBERTS	891	-	Pat Roberts
Lisa Roberts	891	-	Lisa J. Roberts
Peggy Avery	891	Stroke Victim	Peggy Ann Avery
JOHN BRIDGEMAN	901	Stroke Victim	John Bridgeman
Susan Bridgeman	901	-	Susan Bridgeman
Crystal Greene	1490	Pregnant	Crystal Greene
Sue Greene	1490	-	Sue Greene
Zenora Harker	<del>600</del> 905	Anxiety Disorder	Zenora Harker
Tom Chapman	600	Heart Problems	Tom Chapman
Merrianne Chapman	600	Cardio Pulmonary <sup>Heart</sup> Syndrome	Merrianne Chapman
Greg Wilkison	714	- - - -	Greg Wilkison
Brenda Wilkison	714	- - - -	Brenda Wilkison
Lloyd Heller	691	Hypertension, high cholesterol, genetic heritage Heart/Stroke	Lloyd B. Heller
Ram Heller	691	Hypertension	Ram Heller
Sam Balder	693	Heart attack, cancer	Samuel B. Balder
Sue Balder	693	Stroke, Diabetes	Sue Balder

We the undersigned would like to request the county to do emergency blading on Private Road 905, Liberty Hill, TX. Several residents have health conditions at this time, and the current condition of the road would not allow medical emergency personnel to care for the residents in case of an emergency. The road would also not allow fire department personnel to reach the homes in case of a fire.

Resident	Address	Health Condition	Signature
David L. Kerr	790		David L. Kerr
Steven Lange	1291 <del>905</del>	Heart Problems	Steven C. Lange
Sharon Lange	1291 <del>905</del>	Knee Problems & blood disorder	Sharon Lange
Floyd McDonald	991	Cancer, heart problems	Floyd McDonald
Colleen McDonald	991	Diabetes and heart problems	Colleen M. McDonald
BILL HARRIS	950	-	Bill Harris
Barry Richey	908	-	Barry Richey
Joyce Richey	908	Hypertension, kidney disease, colitis, fibromyalgia	Joyce Richey
PAT ROBERTS	891	-	Pat Roberts
Lisa Roberts	891	-	Lisa J. Roberts
Peggy Avery	891	Stroke Victim	Peggy Ann Avery
JOHN BRIDGEMAN	901	Stroke Victim	John Bridgeman
Susan Bridgeman	901	-	Susan Bridgeman
Crystal Greene	1490	Pregnant	Crystal Greene
Josh Greene	1490	-	Josh Greene
Zenora Harker	<del>600</del> 905	Anxiety Disorder	Zenora Harker
Tom Chapman	600	Heart Problems	Tom Chapman
Merrianne Chapman	600	Cardio Pulmonary <sup>Heart</sup> Syndrome	Merrianne Chapman
Greg Wilkinson	714	- - - -	Greg Wilkinson
Brenda Wilkinson	714	- - - -	Brenda Wilk
Lloyd Heller	691	Hypertension, high cholesterol, genetic heritage Heart/Stroke	Lloyd B. Heller
Ram Heller	691	Hypertension	Ram Heller
Sam Balder	693	Heart attack, cancer	Samuel B. Balder
Sue Balder	693	Stroke, Diabetes	Sue Balder

## AirCheck Texas Commissioners Court - Regular Session

Date: 12/04/2007  
 Submitted By: Jim Rodgers, Parks  
 Submitted For: Jim Rodgers  
 Department: Parks  
 Agenda Area: Regular Agenda Items

### Information

#### Agenda Item

Hear presentation on Aircheck Texas program.

#### Background

Williamson County voluntarily entered the LIRAP program to assist efforts to preclude a possible air quality non-attainment listing through TCEQ. During the last session the legislature approved SB 12 changing the focus of the program to replacement of older vehicles from repair of emission failing vehicles (although repairs remain a part of the program). Funding has increased and includes more money for replacements and an allocation for administration. The background attachments include a comparison of the old and new programs, a projected two year budget based on the allocation to Williamson County and a detailed line item grant budget.

### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

Link: [Old Program/New Program comparison](#)

Link: [Air Check funds to County](#)

Link: [Detailed Expense Budget](#)

### Form Routing/Status

Form Started By: Jim Rodgers  
 Started On: 11/26/2007 09:06 AM  
 Final Approval Date: 11/29/2007

## AirCheckTexas Drive a Clean Machine Program

New Program	Old Program
Income Requirements: 300% of the Federal Poverty Level	200% of the Federal Poverty Level
Criteria for repair or retrofit only. Vehicle must have: <ul style="list-style-type: none"> <li>failed emissions test within 30 days of application submittal;</li> <li>current valid registration and have been registered in the program area for the 12 months immediately preceding the application;</li> <li>been driven under its own power to the emissions inspection station or designated disposal facility;</li> <li>passed the safety portion of the DPS motor vehicle safety and emissions inspection and/or provide assurance that the actions will be taken to bring the vehicle into compliance with safety requirements.</li> </ul>	Same
Repair or retrofit compensation: <ul style="list-style-type: none"> <li>No more than \$600.00 and no less than \$30.00 per vehicle to be used for emissions related repairs or retrofits, including diagnostics tests performed on the vehicle.</li> <li>Repairs must be performed at a Texas Department of Public Safety (DPS) Recognized Emissions Repair Facility.</li> </ul>	Same
Two types of criteria for replacement: <ol style="list-style-type: none"> <li>failed emissions test, <u>and/or</u></li> <li>vehicle is 10 years old or older.</li> </ol> Both also require vehicles to: <ul style="list-style-type: none"> <li>be registered in program area for 12 months preceding application;</li> <li>have passed a DPS motor vehicle safety inspection or safety/emissions inspection with 15 months of application.</li> </ul>	Vehicles eligible only if failed emissions test.
Replacement compensation: <ul style="list-style-type: none"> <li>\$3,500 for hybrid current model year or previous model year</li> <li>\$3,000 for car of the current model year or previous 3 model years</li> <li>\$3,000 for a truck for current model year or previous 2 model years</li> </ul>	\$1,000 regardless of age of vehicle
Replacement vehicle requirements: Participating automobile dealer: <ul style="list-style-type: none"> <li>meet model year age limits</li> <li>Federal Tier 2, Bin 5 or cleaner</li> </ul> (list available at <a href="http://www.driveacleanmachine.org">www.driveacleanmachine.org</a> ) <ul style="list-style-type: none"> <li>cost less than \$25k before title, tax and license</li> <li>weight rating less than 10,000 pounds</li> </ul>	No specific requirement

## AirCheckTexas Drive a Clean Machine Program

New Program	Old Program
Requires ETF (electronic transfer of funds)	No ETF
5-business day payment requirement for replacement vehicle; Prompt Payment Act for repairs	Prompt Payment Act (within 30 calendar days)
Counties develop replacement document, must include: <ul style="list-style-type: none"> <li>• name</li> <li>• vin #</li> <li>• expiration date</li> <li>• County</li> <li>• Dollar amount</li> </ul>	N/A
Must have voucher before entering negotiations to purchase vehicle	N/A
Vehicle dismantled 114.66(c) - (e) <ul style="list-style-type: none"> <li>• Dismantler must be located in Texas.</li> <li>• Removal of mercury switches should be performed in accordance with state and federal law.</li> <li>• Emission equipment and engine must be destroyed and certified that parts have been destroyed and not resold into the marketplace.</li> <li>• Dismantler provide scrap metal of retired vehicle to a recycler at no cost, but can charge for transport.</li> </ul>	
Payment to automobile dealership contingent upon documentation that vehicle was transferred to a dismantler.	N/A

## Projected 2-year Budget for AirCheck Texas – Williamson County

### Sources of Funds

<b>Item</b>	<b>Description</b>	<b>2008-2009</b>	<b>2009-2010</b>
AirCheck Funds	New funds for repair and replacement *	\$1,193,143.19	\$1,193,143.19
2005-06 funds	Remaining funds from 2005-06 funding year	167,424.50	
2006-07 funds			150,000 (est)
2007-08 funds			?
Local Initiative Grant Program	Funds to be used for local programs under TCEQ criteria	135,584.45	135,584.45
<b>Totals</b>		<b>\$1,496,152.14</b>	<b>\$1,478,727.64</b>

Note: The 2005-2006 funds are defined and have been requested from TCEQ. Similar remaining funds MAY exist for 2006-07 and 2007-08.

### Uses of Funds

<b>Item</b>	<b>Description</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>Totals</b>
Administration (1)	See attached yearly expense budget	\$ 119,134.32	\$ 119,134.32	\$ 238,268.64
Repairs (2)	\$600 voucher for emission repairs	150,000.00	150,000.00	300,000.00
Replacements (3)		1,091,433.37	1,074,008.87	2,165,442.24
Local Initiative Grant (4)		135,584.45	135,584.45	135,584.45
		<b>\$1,496,152.14</b>	<b>\$1,478,727.64</b>	<b>\$2,974,879.78</b>

- (1) Program rules allow 10% of county allocated funds to be used for administrative purposes
- (2) Repair vouchers at \$600 per vehicle for a total of 250 vehicles per year
- (3) Replacement funds at \$3000 per vehicle is 721 vehicles over the two year cycle
- (4) Local Initiative Grant funds must be used for purposes as outlined by TCEQ

AirCheckTexas - Williamson County

Expense Budget – 2008

Task	Category	Descriptive Detail	Monthly	Annual
1	Personnel	Salaries/Payroll/Benefits 1 full time, 1 part time, administrator allowance, other admin., seasonal help for participant contacts	\$ 6,818	\$ 81,814
3	Travel	Travel/Mileage/Employee Development	525	6,300
4	Equipment	Computer/printer/phone equipment	208	2,500
6	Supplies	Non-duplicable paper, other disposables	42	500
8	Postage	Mail and associated	150	1,800
9	Utilities	Phone and allocated expenses	150	1,800
10	Rent	Fleet services repair estimate verification (using current shop hour rates)	800	9,600
13	Maintenance	DPS Online services for VIN search; other computer maintenance including website changes	250	3,000
20	Advertising	Advertising and outreach expenses	1,000	12,000
<b>TOTAL</b>				<b>\$119,134.32</b>

**Aircheck Texas  
Commissioners Court - Regular Session**

Date: 12/04/2007  
Submitted By: Jim Rodgers, Parks  
Submitted For: Jim Rodgers  
Department: Parks  
Agenda Area: Regular Agenda Items

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**Information**

**Agenda Item**

Discuss and take appropriate action on Aircheck Texas contract and budget.

**Background**

Based on information in the presentation and attachments the court is asked to approve the Aircheck contract and budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Jim Rodgers      Started On: 11/26/2007 09:33 AM  
Final Approval Date: 11/29/2007

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**TxDOT AFA RR 620 (Wyoming Springs, Oaklands & Deepwood) WILCO  
0683-01-080, 081 & 082**

**Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Marie Walters, Road Bond  
**Department:** Road Bond  
**Agenda Area:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action on TxDOT Advance Funding Agreement for Williamson County #0683-01-080, 081 & 082 for RR 620: Wyoming Springs, Oaklands & Deepwood for construction of right turn lanes at Wyoming Springs, Oaklands and Deepwood.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Link: [TxDOT AFA RR 620 \(Wyoming Springs, Oaklands & Deepwood\) WILCO  
0683-01-080, 081 & 082](#)

**Form Routing/Status**

Form Started By: Marie Walters  
 Started On: 11/21/2007 12:03 PM  
 Final Approval Date: 11/21/2007



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 31, 2007

Williamson County  
0683-01-080, 081 & 082  
RR 620: Wyoming Springs, Oaklands & Deepwood  
Right Turn Lanes

Honorable Dan A. Gattis, Sr.  
Williamson County Judge  
301 S.E. Interloop, Ste 109  
Georgetown, Texas 78626

Dear Judge Gattis:

Attached are two original Advance Funding Agreements for the above project. The project consists of the construction of right turn lanes at Wyoming Springs, Oaklands and Deepwood on RM 620 in Round Rock.

Please return both signed and dated documents to this office for further execution. An executed copy will be returned for your records. A check made payable to the Texas Department of Transportation Trust Fund for \$11,586 is due upon full execution of the Agreement and before any work by the State can begin.

If you have any questions, please contact me at 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.  
Director of Design

## Attachments

cc: John Wagner, P.E.  
Chris Hatla  
Mike Walker

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

THE STATE OF TEXAS           §  
THE COUNTY OF TRAVIS       §



**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Williamson County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 108410 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of right turn lanes at Wyoming Springs, Oaklands and Deepwood on RM 620 in Round Rock, hereinafter called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

**Article 2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Project Budget and Description which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Project Budget and Description, also specifies those Project items of work that are the responsibility of the

Local Government and will be carried out and completed by the Local Government, at no cost to the State.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

### **Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **Article 4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work.

### **Article 5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

### **Article 6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

### **Article 7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

### **Article 8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the

*Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

#### **Article 9. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

#### **Article 10. Maintenance**

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

#### **Article 11. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

#### **Article 12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
Williamson County Judge 301 SE Inner Loop, Ste. 109 Georgetown, Texas 78626	Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**Article 13. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**Article 14. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments**

By mutual written consent of the parties, this contract may be amended prior to its expiration.

**Article 16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 18. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government **Williamson County**

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A

### Project Budget and Description

The Local Government will pay for the cost of the construction of right turn lanes at Wyoming Springs, Oaklands and Deepwood on RM 620. Construction also includes pedestrian improvements, drainage, signing and striping. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$243,318, including construction items, and secondary oversight on construction engineering and inspection. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>CONSTRUCTION COSTS</b>							
Construction of Wyoming Springs Right Turn Lane (CSJ 0683-01-080)	\$77,244	0%	\$0	0%	\$0	100%	\$77,244
Construction of Oaklands Drive Right Turn Lane (CSJ 0683-01-081)	\$77,244	0%	\$0	0%	\$0	100%	\$77,244
Construction of Deepwood Right Turn Lane (CSJ 0683-01-082)	\$77,244	0%	\$0	0%	\$0	100%	\$77,244
Subtotal	\$231,732		\$0		\$0		\$231,732
Direct State Costs (including plan review, secondary construction inspection and oversight) (5% per ea CSJ)	\$11,586	0%	\$0	0%	\$0	100%	\$11,586
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$243,318</b>		<b>\$0</b>		<b>\$0</b>		<b>\$243,318</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (100%) = \$243,318**

This is an estimate only; final participation amounts will be based on actual charges to the project.

## Work Responsibilities

### 1. Environmental Requirements

- A. The Local Government is responsible for the identification of all environmental issues associated with this project and shall be responsible for the preparation of the appropriate environmental documentation and secure environmental clearance for the Project. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- B. To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.
- C. The Local Government shall provide to the State written documentation from the appropriate regulatory agency(s) that all environmental clearances have been obtained, prior to the advertising for bids.

### 2. Engineering Services

- A. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- B. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto, and the Texas Accessibility Standards.
- C. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- D. The State must approve the project before advertisement can begin. The Local government shall submit the completed PS&E to the State for review and approval at least fourteen weeks prior to the advertising for bids.

### 3. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental

agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the State will be given the opportunity to review and approve contract change orders.

**Road Bond Program - Chandler Rd, Ph. 2 (Wilco Project No. 06WC407A)  
Change Order No. 5  
Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Krista Zaleski, Road Bond  
**Department:** Road Bond  
**Agenda Area:** Regular Agenda Items

**Information**

**Agenda Item**

Consider approving Chandler Rd, Ph. 2 (Wilco Project No. 06WC407A) Change Order No. 5

**Background**

This Change Order provided payment for a culvert and two new headwalls for an existing waterway.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Link: [06WC407A-CO#5](#)

**Form Routing/Status**

Form Started By: Krista Zaleski      Started On: 11/29/2007 10:09 AM  
 Final Approval Date: 11/29/2007

**RECEIVED**  
 NOV 20 2007  
 BY: PST

**WILLIAMSON COUNTY, TEXAS**  
 CHANGE ORDER NUMBER: 5

Received  
 NOV 27 2007

Received  
 NOV 19 2007

HNTB Corporation  
 Round Rock

HNTB Corporation  
 Round Rock

- CONTRACTOR: Rodman Construction Company
- Change Order Work Limits: Sta. 268+11 to Sta. 269+62
- Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
- Reasons: 1A (3 Max. - In order of importance - Primary first)

Project: 06WC407A  
 Roadway: Chandler Rd Ph 2  
 Purchase Order Number: \_\_\_\_\_

5. Describe the work being revised:

**1A: Design Error or Omission. Incorrect PS&E.** Original plans omitted a culvert design for an existing waterway. Engineer has revised plans to include the necessary culvert and two new headwalls. An additional drainage easement was also purchased as part of this change, in order to accommodate the necessary excavation and grading work.

- Work to be performed in accordance with Items: See attached
- New or revised plan sheet(s) are attached and numbered: 123A, 123B, 145, 168, 176
- New Special Provisions to the contract are attached:  Yes  No
- New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>11/16/07</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>STEVE LUDEN</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>3</u> Days added on this CO: <u>10</u></p> <p>Amount added by this change order: <u>\$50,452.50</u></p>
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**RECOMMENDED FOR EXECUTION:**

[Signature] 11/19/07  
 Project Manager Date  
 Construction Observer

County Commissioner Precinct 1 Date  
 APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
 Design Engineer Date

County Commissioner Precinct 2 Date  
 APPROVED  REQUEST APPROVAL

[Signature] 11/25/07  
 Program Manager Date

County Commissioner Precinct 3 Date  
 APPROVED  REQUEST APPROVAL

Design Engineer's Seal:

See Revised Plan Sheets

County Commissioner Precinct 4 Date  
 APPROVED  REQUEST APPROVAL

County Judge Date  
 APPROVED



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Received

NOV 27 2007

HNTB Corporation  
Round Rock

Received

NOV 19 2007

HNTB Corporation  
Round Rock

**Williamson County Road Bond Program**

**Chandler Rd, Phase 2  
Williamson County Project No. 06WC407A**

**Change Order No. 5**

**Reason for Change**

An existing waterway was unaccounted for during the design development. The Design Engineer has since revised the plans to add a cross culvert with headwalls to accommodate the drainage. The addition of the culvert resulted in the need for additional excavation and grading work within an acquired drainage easement...

The installation of the cross culvert pipe (30" CMP) utilized an existing Contract Item. Following is a summary of new Items necessary for the completion of this work.

ITEM	DESCRIPTION	QTY	UNIT
466-XXX	30" DOUBLE BARREL HEADWALL (PW)	2	EA
9999-108	EXCAVATE/GRADE NEW DRAINAGE EASEMENT	1	EA

The change results in an overall increase of \$50,452.50 to the Contract amount, for an adjusted Contract total of \$8,222,110.61. The original Contract amount was \$8,147,368.81; to date the Change Order total is \$74,741.80 resulting in a 0.92% increase to the Contract total. We recommend 10 days be added to the contract schedule to compensate the Contractor for time required to complete the work associated with this Change Order.

**HNTB Corporation**

Brian D. Hall, P.E., CCM

**Received**  
NOV 27 2007  
HNTB Corporation  
Round Rock

**Received**  
NOV 19 2007  
HNTB Corp.  
Round Rock

## Specialized Billing & Collection Systems of Tx Commissioners Court - Regular Session

Date: 12/04/2007  
Submitted By: Wendy Coco, County Judge  
Submitted For: John Sneed  
Department: EMS  
Agenda Area: Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action on proposed renewal service agreement with Specialized Billing & Collection Systems of Texas for billing services for EMS.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

Link: [Specialized Billing & Collections](#)

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### Form Routing/Status

Form Started By: Wendy      Started On: 11/29/2007 02:02  
Coco                              PM  
Final Approval Date: 11/29/2007

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## SERVICE AGREEMENT

STATE OF TEXAS                   §  
   §  
 COUNTY OF WILLIAMSON       §

This Service Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "Provider"**) and K. & P. Associates, Inc, d/b/a Specialized Billing & Collection Systems of Texas (**the "Contractor"**).

WHEREAS, **Provider** proposes to obtain services of billing for ambulance transportation of patients of Williamson County and utilize expertise and knowledge to collect from all sources, whether from third party insurers, governmental agencies, or any other person or entity responsible or otherwise liable for payment or reimbursement for the services rendered by the **Provider**;

WHEREAS, **Contractor** has the professional ability and expertise to provide such services, and to counsel **Provider** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **Provider** and **Contractor** agree to the performance of the services by **Contractor** and the payment for these services by **Provider** as set forth herein.

### Section I Employment of the Contractor

**Provider** agrees to employ **Contractor** and **Contractor** agrees to perform services for the billing and collecting of ambulance transportation charges as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

### Section II Agreement of the Parties

- A. In consideration of the fees and compensation herein provided, **Contractor** shall perform billing and collecting services for the **Provider**, which are acceptable to **Provider**.
- B. **Contractor** shall perform the following Basic Scope of Services (**the "Basic Scope of Services"**):

1. **Contractor** shall effect and perform all necessary functions as may be required by third party insurers and governmental agencies for the submission of proper claim forms and data to obtain payments of claims on behalf of **Provider**. The fees charged for such services shall be the fees set forth herein below.
  2. **Contractor** agrees to furnish its billing services and utilize its expertise and knowledge to obtain payment from all sources, whether from first or third party insurers, governmental agencies, of any other person or entity responsible or otherwise liable for payment or reimbursement for the services rendered by the **Provider**. **Contractor** shall effect and perform all necessary functions as may be required by first and third party insurers and governmental agencies for the submission of proper claim forms and data to obtain payment of claims on behalf of **Provider**. **Contractor** does not perform credit collection services.
- C. **Provider** shall present to **Contractor**, on a regular basis, but not less frequently than every two (2) weeks from the date the services were rendered, the information and records necessary for **Contractor** to prepare and submit claims and billings.
- D. For bookkeeping purposes, claim payments shall be processed as follows:
1. All payments and explanation of benefits for claims submitted and/or billed shall be made payable to **Provider** and mailed to P.O. Box 691916, Houston, Texas 77269.
  2. **Contractor** shall mail all benefit checks to **Provider** as soon thereafter as possible, but no less frequently than thirty (30) days after receipt of same.
  3. **Contractor** shall not hold, retain any interest in, cash or negotiate any benefit payment; nor shall **Contractor** have any control over or right to withdraw any funds from **Provider's** bank account.
  4. **Contractor** will furnish **Provider** an accounting of services rendered, with an invoice for its fees, no less frequently than every thirty (30) days.
- E. Notwithstanding any provision herein to the contrary, in the event that **Provider** fails to make the required fee payments when they are due to **Contractor** or should any account invoice, which is not in dispute, remain unpaid for more than ninety (90) days after date of the invoice, **Contractor** may suspend performance of any and all further services under the terms of this Agreement, without notice.

### Section III Term and Termination

- A. **Term.** This Agreement shall become effective on the 1<sup>st</sup> day of October, 2007 and shall continue for a period of one (1) year thereafter ("Agreement Term"), unless earlier terminated as provided herein. At the end of the initial Agreement Term, the Agreement Term shall automatically renew on a month-to-month basis until terminated by either party upon thirty (30) days' prior written notice to the other party. It is acknowledged by the Parties that the fee agreement made by and between the Parties effective October 1, 2006 shall remain in effect until this Agreement commences on October 1, 2007. Upon the commencement of this Agreement on October 1, 2007, this Agreement shall supplant the said October 1, 2006 agreement and the terms and conditions of the said October 1, 2006 agreement shall no longer be of any force or effect.
- B. **Termination for Convenience.** Either **Provider** or **Contractor** may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. No penalty will be assessed for termination of this Agreement for convenience.

### Section IV Fees

- A. Beginning on October 1, 2007, **Contractor** shall receive, as its fee for services rendered hereunder, the sum equivalent to seven percent (7%) of all payments obtained for and on behalf of **Provider**. **Contractor** shall submit an accounting to **Provider** which evidences each remittance and accounting for payments obtained for or received on behalf of **Provider**, and **Provider** shall, within ten (10) days thereafter, remit to **Contractor** the fees earned and invoiced.
- B. Upon termination of this Agreement by **Provider**, **Contractor** shall be entitled to the fees earned by virtue of the **Contractor's** continued processing of any and all outstanding claims and billings as may then be in the hands of **Contractor** and that are pending, but unpaid, as of the time of **Provider's** written notice of cancellation of this Agreement.
- C. Additionally, at **Contractor's** option, **Contractor** may, by written agreement, agree to continue to receive claims from **Provider** and process the same as provided hereunder through the effective date of termination for the fee set forth herein.

### Section V Non-Agency

**Independent Contractor Status.** Each party hereto, in the performance of this Agreement, shall act in an individual capacity and not as an agent, employee, partner, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## Section VI Confidentiality

- A. The nature of this Agreement requires the exchange of records which may be of a confidential nature as required by law.
- B. **Contractor** agrees and acknowledges the existence of the importance of keeping its records confidential, and shall not act or be the custodian of any records except those as are necessary for the submission of claims and billing purposes. Any request or subpoena for the release of **Provider's** billing records shall be addressed or forwarded to **Contractor** and **Contractor** shall be responsible therefore, and any request for medical and related records of a patient shall be addressed or forwarded to **Provider** and **Provider** shall be responsible therefore.
- C. **Contractor** has developed and owns equipment, computer hardware and software as well as billing data, profiles, statistics, fees and codes for its billing and claims processing. Such data and information as well as the processing systems and related functions are the property and trade secrets of **Contractor**, and, except as otherwise provided herein, **Provider** shall not release any such information relating to **Contractor's** billing and claims processing data.
- D. All files and records received by **Contractor** for claim processing as well as the billing records shall remain in the possession of **Contractor** during the term of this Agreement and for an additional period of five (5) years after the date of service and termination, unless otherwise agreed to in writing by and between the Parties.

## Section VII Bond

**Contractor** shall keep and maintain during the term of this Agreement a surety bond of no less than \$25,000.00 with a qualified insurer to insure its remittance of all funds received on behalf of **Provider**. Such bond shall be executed by a corporate surety with an A.M. Best rating of "B" or better, duly authorized to do business and to issue surety bonds in the State of Texas. If any surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in this state, the **Contractor** shall promptly furnish equivalent security to protect the interests of the **Provider**. Furthermore, the surety company underwriting the bonds must be acceptable to the **Provider**.

Such bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating on the face of the Power of Attorney the limit, if any, in the total amount for which such agent is empowered to issue a single bond.

## Section VIII Right to Audit

**Contractor** agrees that **Provider** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Contractor** which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Contractor** agrees that **Provider** shall have access during normal working hours to all necessary **Contractor** facilities, except computer systems and software, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section, at **Provider's** own cost and expense. **Provider** shall give **Contractor** reasonable advance notice of intended audits.

Further, **Provider** may request of **Contractor** certain statistics and computer generated records normally maintained by **Contractor** to be produced for inspection and record keeping of **Provider**, but no more often than twice per year.

## Section IX Contractor's Responsibility and Liability

- A. **CONTRACTOR SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS PROVIDER, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT SUCH IS ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONTRACTOR OR ANY OF ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS. FURTHERMORE, IT IS HEREBY ACKNOWLEDGED THAT THIS PROVISION DOES NOT MAKE CONTRACTOR TO BE HELD AS AN INSURER OF PROVIDER IN ANY MANNER.**
- B. **Contractor** shall perform all services and responsibilities required of **Contractor** under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of a similar profession practicing contemporaneously under similar conditions in the locality of the **Provider**.
- C. **Contractor** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that **Contractor** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **Provider**, to perform the services when and as required and without delays.

- D. All employees of **Contractor** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Contractor**, who in the opinion of **Provider** is incompetent or whose conduct becomes detrimental to the **Provider**, shall upon **Provider's** and/or **County Judge's** request be immediately removed from association with the service being provided.
- E. **Contractor** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

### **Section X Miscellaneous**

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** This Agreement is to be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

CONTRACTOR: K. & P. Assoc. Inc., d/b/a Specialized  
Billing & Collection Systems of Texas  
P.O. Box 691916  
Houston, Texas 77269-1916

PROVIDER: Honorable Dan A. Gattis (or successor)  
Williamson County Judge  
301 SE Inner Loop, Suite 109  
Georgetown, Texas 78626

with copy to: Honorable Jana Duty (or successor)  
Williamson County Attorney  
405 M.L.K. Street, Box #7  
Georgetown, Texas 78626

- D. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **Provider** and **Contractor** and their respective successors and assigns. Neither **Provider** nor **Contractor** may assign or transfer its interest in or obligations under this Agreement without the written consent of the other party.
- E. **Compliance with Laws.** **Contractor** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum salary and wage statutes and regulations, licensing laws and regulations. When required, the **Contractor** shall furnish the **Provider** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- F. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- G. **Acknowledgement.** As a duly authorized representative of **Contractor**, the individual signing on behalf of **Contractor**, acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that **Contractor** has the obligation to assure compliance with its provisions by itself and its employees, agents, and representatives.
- H. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **Provider** or **Contractor**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **Provider** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- I. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **Provider**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **Provider** as to whether or not the same are available to the public. It is further understood that **Provider**, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **Provider**, its officers and employees shall have no liability or obligation to any party

hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **Provider** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- J. **Interest and Late Payments.** **Provider's** payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **Provider** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **Provider** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **Provider's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **Provider** shall notify the **Contractor** of the discrepancy. Following **Provider's** notification of any discrepancy as to an invoice, **Contractor** must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **Provider** shall thereafter pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **Provider's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- K. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- L. **Construction.** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated agreement between **Provider** and **Contractor** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **Provider** and **Contractor**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007

**CONTRACTOR:**

**K. & P. Associates, Inc.**

BY: *Karen Laake*

Printed Name: *Karen Laake*

Representative Capacity: *Pres*

**PROVIDER:**

**WILLIAMSON COUNTY**

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

Dan A. Gattis,  
Williamson County Judge

Reviewed as to Form By: *Hal C. Hawes*

Hal C. Hawes  
Assistant County Attorney

*J. Gilger*  
James R. Gilger  
Contract Management Auditor

**CERTIFICATION OF BENEFIT PAYMENT AGREEMENT**

**“Provider” hereby certifies that the above stated benefit mailing and billing arrangement is a true statement of the agreement between “Contractor” and “Provider”, and that this arrangement shall continue in effect during the term of this agreement. Any modifications or changes in this agreement shall be furnished to the Servicing Agent for the Medicaid/Medicare Contractors within thirty(30) days.**

\_\_\_\_\_  
**KAREN LAAKE, C.E.O. FOR PROVIDER**



26 November 2007

The Honorable Lisa Birkman  
Williamson County Commissioner, Precinct 1  
400 W. Main St., Ste. 216  
Round Rock, TX 78664

**RE: Change Order Request for SWCA Work Authorization No. 2**

Dear Commissioner Birkman:

I am writing to request a change order to SWCA Environmental Consultants' (SWCA's) Work Authorization No. 2 for assisting the Williamson County Conservation Foundation with acquisition, transaction, operations and management of endangered species habitat. The requested budget amendment is necessary for SWCA to continue to provide the endangered species services outlined in Work Authorization No. 2.

***Justification for Contract Modification***

Work Authorization No. 2 was issued to SWCA in December 2005 with a budget of \$25,000. Since that time, we have worked on various tasks under Work Authorization No. 2 within the existing \$25,000 budget. We will exceed the remaining budget of Work Authorization No. 2 on the ongoing excavations at the Whitney tract. Following completion of the excavations, SWCA will conduct biological collections to determine if endangered karst invertebrates inhabit the feature. Additionally, the County's cave preserves require annual monitoring as will the caves previously managed by the Texas Department of Transportation (TxDOT). As the Regional Habitat Conservation Plan (RHCP) nears completion, there will be a growing need to investigate properties that the County may be interested in acquiring for mitigation purposes. To continue to assist the County with these tasks, SWCA will require a Supplemental Work Authorization or new Work Authorization with an increased budget. Based on the amount of work that may be required in the coming year, I would propose that the budget be increased by \$50,000.



Thank you for your consideration of this request and if you should have any questions or need additional information, please feel free to call.

Sincerely,

A handwritten signature in blue ink, which appears to read "Gary L. Galbraith". The signature is written in a cursive style and is positioned above the printed name.

Gary L. Galbraith  
Managing Principal, Austin/San Antonio



# Central Texas Regional Health Coverage Project

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

November 14, 2007





# Overview of Project

To offer, on a multi-county basis in Central Texas, a basic health plan at an affordable price for small employers and their employees in a manner that:

- Improves the health and access to healthcare of those insured
- Helps small businesses remain competitive and with a healthy workforce
- Expands the size of the insured pool in Central Texas
- Adds liquidity to the region's healthcare system
- Encourages patient responsibility in their health



# History and Time Line



# History – State Perspective

- Texas Communities HealthCare Coalition formed to share expertise, leverage resources
- SB 10 created Regional and Local Health Coverage Programs
- Communities currently developing programs:
  - Galveston Launch Date – April 2008
  - Houston, Dallas, El Paso under development – Target launch dates, Jan, Apr, June 2009
- HHSC Grant - applied for development funds



# History – Efforts to Date

- Proposed Business Plan completed:
  - Small employer market projections completed
  - Initial proposed Benefit Plans designed
  - Actuarial analysis for benefit plans completed
  - Pro Forma completed
  - Market surveys and focus groups completed
  - Proposed governance structure developed
- Outreach for Regional Advisory Council underway
- HHSC Grant application submitted



Need



# Need – Health Perspective

- Texas has the highest proportion of uninsured individuals in the United States, which has a major impact on the health and economy of the state. *Code Red Report*
- Compared to those patients with commercial insurance, uninsured people receive a higher proportion of their care in hospital emergency rooms



# Survey: Key Results

- **Not Able to Offer**

- Over 80% of small employers Strongly or Somewhat Agree that if they could find affordable health coverage, they would provide it to their employees (q 24)
- 74% of respondents felt that being able to offer insurance would make recruiting and retention easier (q 23)
- 88% had been unable to offer insurance to their employees in the past 5 years (q 12)

- **Able to Offer**

- 52% had experienced premium increases between 10 and 50% since 2003 (q 21)
- 23% are at least somewhat likely to discontinue offering coverage (q 22)
- 18% stated employees were unable to afford the premiums (q 16)

# Business Needs



- For employers, insurance costs are in the top three highest of all employers' business expenses and are predominately the second highest cost, closely following salaries
- Of employers who are currently offering insurance, there is widespread concern that, over time, they will be unable to continue to provide this benefit due to rising costs.

*-Focus Groups commissioned by RHCP, August, 2006*

# Business Needs



“Clearly, the foremost opinion expressed unanimously, unequivocally, and frequently is this: employers and employees do not trust insurance companies.”

*-AustinTrends Focus Group Report*



# Product

# Product



- Benefit Design
- Providers
- Marketing – Brokers, Chambers
- Cost and Feasibility
  - Three Share Option
  - Capitalization



# Product - Benefit Design

- Challenge – Balance Affordability with Usefulness
- Not a Cadillac, but a car that gets you there
  - Includes coverage limitations, annual maximums, deductibles, copays and coinsurance
  - Proposed Plans include major services (physician, hospital, medications, dental, mental health)
- Limited number of plans for administrative simplicity
- Tools for patients to take responsibility for health
- Not Final – Advisory Council Committee review



# Product – Providers

- Regional – providers throughout Central Texas
- Reasonable payment rates
- Partnering on patient tools to manage health



# Product - Marketing

- *Marketing critical to large enough pool of employees*
- Business Chambers
  - Critical to outreach efforts
  - Potential marketing avenue
- Commissions to Brokers
  - Trusted advisors to businesses
  - Critical to sales and marketing efforts



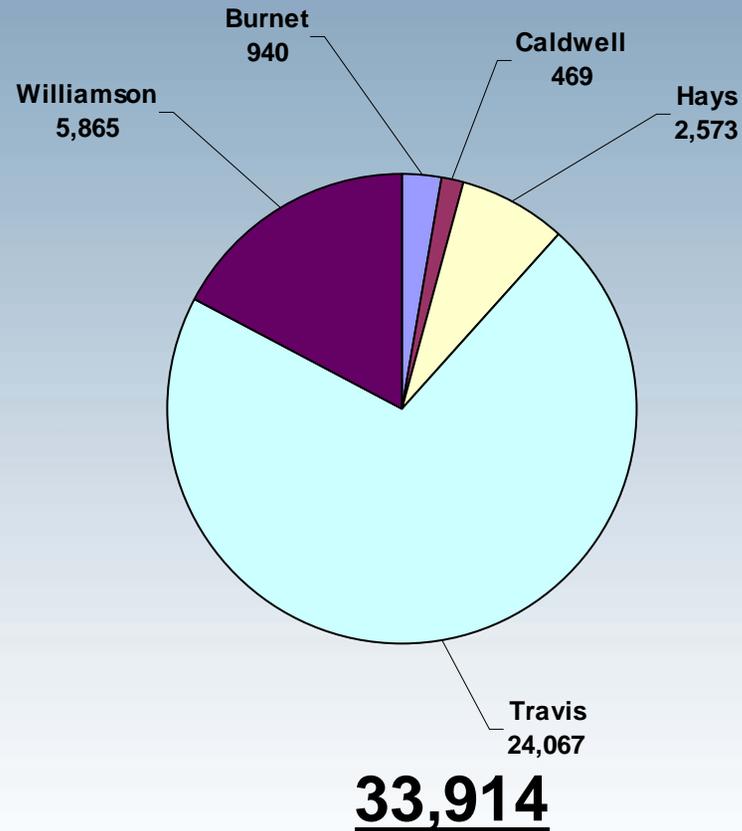
# Approach

# Approach

- Projection of members
- Differences from traditional insurance
- Example Small Businesses



# Total Establishments with 2 - 49 Employees



Source: US Census Bureau, 2005 County  
Business Patterns (NAICS)

# Projections

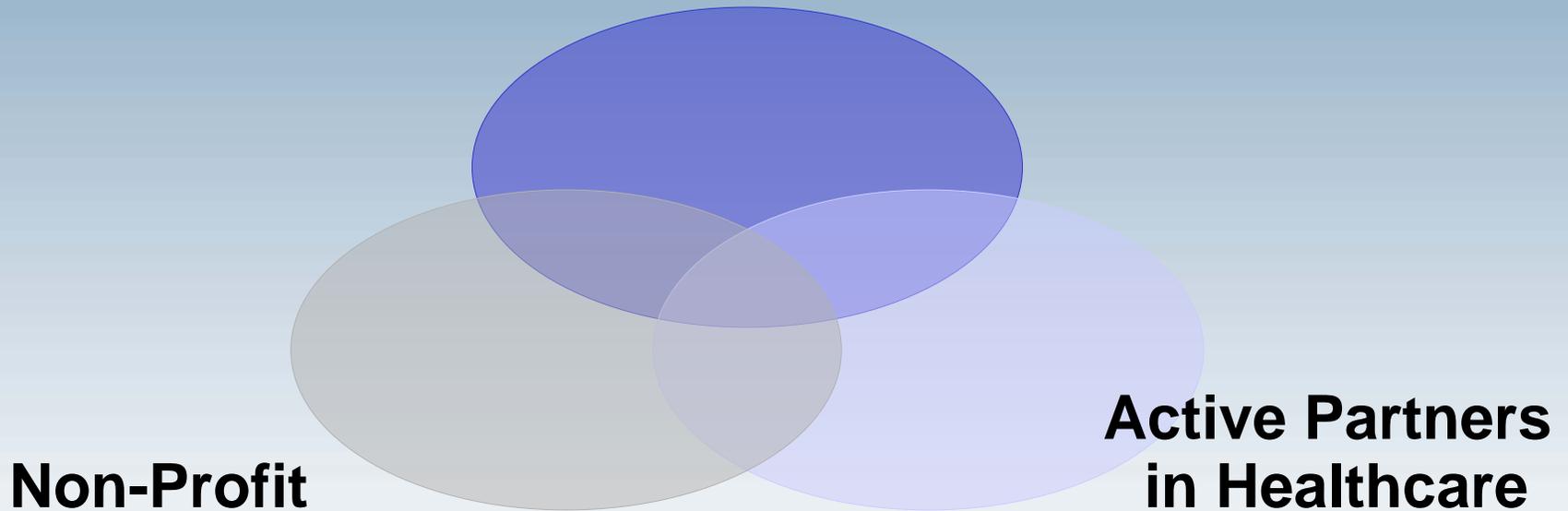


	<b>N</b>	<b>Source</b>
Small Businesses in Central Texas	<b>33,914</b>	<i>US Census, CPB 2005 (Burnet, Caldwell, Hays, Williamson, Travis)</i>
Central Texas Businesses Not Offering Health Insurance: 41%	<b>13,905</b>	<i>Texas Department of Insurance, Health Insurance Survey, November 2005 (Crosstabs by staff)</i>
Businesses not interested or unable to afford \$100 per month: 60%	<b>8,343</b>	<i>RHCP Market Survey, August 2007</i>
Target Number of Businesses	<b>5,562</b>	
If 35% of Target take product	<b>13,144</b>	
Enrollment as % of Uninsured at Small Employers	<b>10.5%</b>	
<b>Assumptions</b>		
Average Employees Per Business	<b>9</b>	
75% participation	<b>6.75</b>	
Possible Participants	<b>37,555</b>	

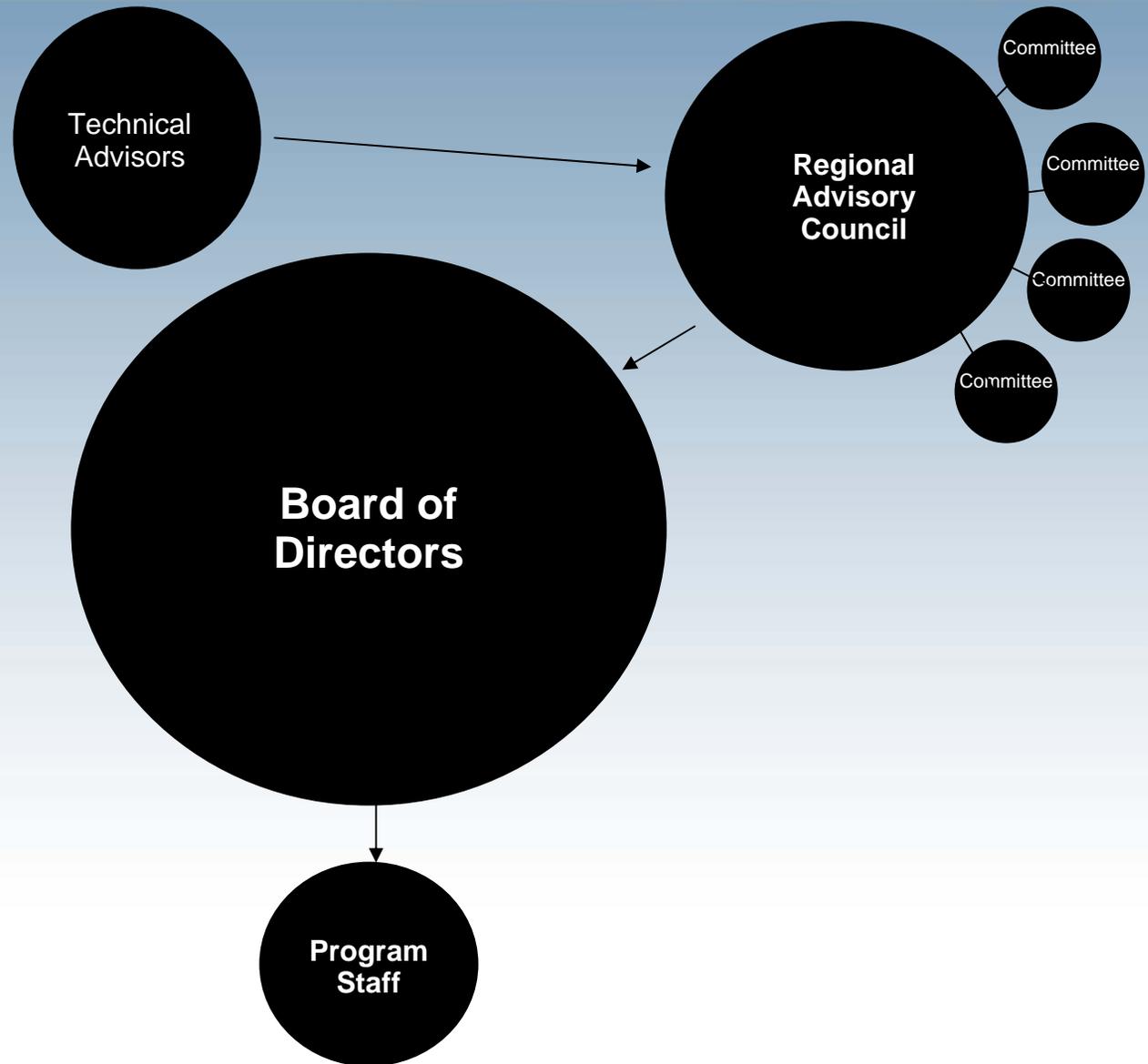
# Differences from Commercial Insurance



**Small Businesses = One Large Pool**



# Proposed Organizational Structure



# Example 1

## Retail Bookstore



- 9 employees, 5 male, 4 female
- 75% Participation (4 males, 3 females)
- Employer Monthly Share: \$753.53

# Example 2

## General Contractor



- 9 employees, 8 male, 1 female
- 75% Participation (6 males, 1 female)
- Employer Monthly Share: \$602.03

# Example 3



## Small Law Firm



- 9 employees, 5 male, 4 female
- 75% Participation (4 male, 3 female)
- Employer Monthly Share: \$786.96

# Contacts

Ann Kitchen, (512) 804-2090 x201  
akitchen@icc-centex.org

Edward Melendez (512) 804-2090 x208  
emelendez@icc-centex.org

**Cap Metro Interlocal  
Commissioners Court - Regular Session**

**Date:** 12/04/2007  
**Submitted By:** Grimes Kathy, Commissioner Pct. #2  
**Submitted For:** Cynthia Long  
**Department:** Commissioner Pct. #2  
**Contract Oversight:**  
**Agenda Area:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action on interlocal agreement with Capital Metro for participation in the Build Central Texas program.

**Background**

Precinct One and Two have participated in Cap Metro's Build Greater Austin (BGA) program since approximately 1994. In Precinct Two, the program has helped resurface all roadways in the Anderson Mill area at least once, and in addition this past year's funds helped refurbish sidewalks that were in need and had become a safety hazard. Precinct One has done numerous projects, including the Forest North Subdivision street resurfacing and sidewalk repair project and Anderson Mill street resurfacing. The program name was recently changed to Build Central Texas (BCT), but continues with the same goal of helping with projects that are in the Cap Metro service area. Requested projects must be in the Cap Metro service area and be approved by the board of directors.

Dale Rye and Jim Gilger have reviewed the interlocal. Changes requested by Dale Rye to the interlocal are on page 5, Section 1 and on the signature page, page 7. Requested changes are highlighted in red.

**Fiscal Impact**

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

**Attachments**

Link: [Precinct One BCT Interlocal](#)

Link: [Precinct Two BCT Interlocal](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
		Grimes Kathy	11/26/2007 03:11 PM	CREATED
1	Dale Rye			NEW
2	Jim Gilger			
3	County Attorney			

4 Jim Gilger  
5 Budget  
6 County Judge Exec Asst.

Form Started By: Grimes Kathy

Started On: 11/26/2007 03:11 PM

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**INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY  
AND  
CAPITAL METROPOLITIAN TRANSPORTATION AUTHORITY**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

This agreement is made by and between Williamson County, a political subdivision of the State of Texas, acting by and through its duly authorized County Commissioner, Judge or their designee, (hereinafter “the Suburban Community) and Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President/CEO, or their designee, (hereinafter “Capital Metro”).

**WITNESSETH:**

**WHEREAS**, Capital Metro has developed a program called the Build Central Texas Program (BCT) – Suburban Communities Program (the “Suburban Communities Program”) and desires to enter into an agreement to meet the transportation mobility needs to the mutual benefit of Capital Metro and the individual communities in the Capital Metro service area; and

**WHEREAS**, Capital Metro and the Suburban Community intend to enter into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

**NOW THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

**ARTICLE I**

**PURPOSE AND TERM**

**Section 1.** The Suburban Communities Program is a commitment to the transportation infrastructure needs between the Suburban Community and Capital Metro, to be funded by Capital Metro subject to Article I, Section 6. This Agreement replaces any previous Agreements and the associated approved projects lists. Exhibit “A”, BCT- Funding Allocation for FY 2008, which is attached hereto is made part of this Agreement provides the

amount of funding allocated to the Suburban Community by the Capital Metro Board of Directors (hereinafter "Board") for Fiscal Year 2008.

**Section 2.** Exhibit "B", Suburban Communities Program Procedures and Guidelines which is attached hereto is made part of this Agreement provides information regarding: 1.) Project Criteria, 2.) Schedule of Project Submittal, 3.) Funding, 4.) Payments, and 5.) Administration. The Suburban Communities Program Procedures and Guidelines may be amended as deemed necessary by Capital Metro.

**Section 3.** Capital Metro and the Suburban Community agree to work closely together in determining a realistic program and list of projects which can reasonably be accomplished within the program period and funding. Projects which are still outstanding after two years from approval by the Board will require resubmittal in order to retain funding.

**Section 4.** As part of the Suburban Communities Program, Capital Metro agrees to provide funding to the Suburban Community for both transit-related street and capital mobility improvement projects as defined in Exhibit B.

**Section 5.** All pedestrian projects and policies developed through the Suburban Communities Program will be developed in keeping with the requirements of the Americans with Disabilities Act (ADA).

**Section 6.** Capital Metro funding will be reviewed annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption due to a significant need for the funds for another major initiative, ongoing projects will have the highest priority for funding during the reduced payment years.

**Section 7.** Capital Metro and the Suburban Community agree to work together to pursue federal and state funds to support the Suburban Communities Program and projects.

## **ARTICLE II: REVIEW AND DEVELOPMENT OF TRANSIT REGULATIONS**

The Suburban Community and Capital Metro agree to review and consider changes to the current land development regulations of the City, County or Village as necessary to ensure transit friendly or transit oriented development.

### **ARTICLE III: DISADVANTAGED BUSINESS ENTERPRISE GOALS**

In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of women and minority owned businesses in publicly funded projects, Disadvantaged Business Enterprise (DBE) participation is strongly recommended. Since Capital Metro is not procuring individual contractors the DBE participation will be implemented by the individual Suburban Communities. Each Suburban Community should set its DBE participation goals using their "Small Minority Business Program" goal- setting process.

### **ARTICLE IV: PAYMENTS**

**Section 1.** A 50% payment will be made to the Suburban Community within 60 days following the completion of all the following conditions:

- Commencement of the new fiscal year;
- Approval by the Capital Metro Board of Directors of the Suburban Community's annual project proposals; and
- Staff determination that project lists are complete.

The Suburban Community agrees to notify the Capital Metro project manager upon completion or substantial completion of a project. The Suburban Community agrees to arrange a site visit with the Capital Metro project manager to inspect the project. The Suburban Community also agrees to provide the Capital Metro project manager with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents, at the time of the project inspection.

The Suburban Community will provide detailed reports to support all project billings. Any cost overruns on projects or programs funded by Capital Metro are subject to approval by Capital Metro prior to implementation of any of the work associated with the category of expenses which are impacted by the cost overrun. Failure to acquire Capital Metro approval of revised cost estimates prior to implementation will require the Suburban Community to provide the supplemental funding as needed to complete the project at the revised level. If there are any cost savings associated with a Capital Metro funded project or program,

Capital Metro has the sole right to determine the appropriated use of the cost savings. Capital Metro will not unreasonably withhold approval.

Capital Metro agrees that upon substantial completion of the project and satisfactory receipt of billing information the remaining 50% payment will be made to the Suburban Community within 45 days.

**Section 2.** Payments made by Capital Metro in meeting Capital Metro's obligation under this Agreement shall be made from current revenue funds available to Capital Metro.

## **ARTICLE V: NOTICE AND AUDITS**

**Section 1.** Any notice given pursuant to this Agreement by either party to the other shall be in writing and may be by hand delivery or by registered certified mail, postage prepaid, return receipt requested and delivered or mailed to the proper party at the following address:

**WILLIAMSON COUNTY    THE HONORABLE LISA BIRKMAN**  
**Williamson County, Precinct 1**  
**400 West Main Street, Suite #216**  
**Round Rock, Texas 78664**

**CAPITAL METRO            PRESIDENT/CEO**  
**Capital Metro Transportation Authority**  
**2910 East Fifth Street**  
**Austin, Texas 78702**

Any of the above may change their designated address by giving notice as provided in this subsection. Written notice hand delivered pursuant to this agreement will be deemed effective immediately. Written notice sent by registered mail or certified mail pursuant to this agreement will be deemed effective three(3) days after deposit in a U.S. Post Office or in a U.S. Mail box.

**Section 2.** In addition to regular communications at a staff level, a report on the program's progress will be provided to Capital Metro. An annual audit of projects funded by Capital Metro through the Build Central Texas Program may be conducted by an independent auditor to assure maximum effective use of available funds. The audit expense will be funded from Capital Metro's annual contribution to the Suburban Communities Program. One (1) percent of the annual allocation from Capital Metro will be retained by Capital Metro to fund an annual program audit and/or other expenses associated with program administration. Each year's audit will address fiscal, accounting and engineering practices involved in implementation of the previous year's Program. In addition to

the independent audit, Capital Metro reserves the right to conduct more frequent audits through the Capital Metro Internal Audit Department.

The Suburban Community agrees to provide the Capital Metro project manager, Capital Metro internal auditor, or independent auditor any documentation necessary to conduct a project audit such as construction contracts, any change orders, payment vouchers, supply invoices, and timesheets.

## **ARTICLE VI: INDEMNITY**

The Suburban Community, its contractors, subcontractors and suppliers shall to the extent permitted by law, defend, indemnify and save harmless Capital Metro, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of the Suburban Community or any of its contractors, subcontractors, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold Capital Metro, its officers, agents and employees harmless from any such claims, losses or damages.

Capital Metro and its staff, shall to the extent permitted by law, defend, indemnify and save harmless the Suburban Community, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of Capital Metro and their staff, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold the Suburban Community, its officers, agents and employees harmless from any such claims, losses or damages.

## **ARTICLE VII: MISCELLANEOUS PROVISIONS**

**Section 1.** This agreement shall be governed by the law of the United States of America, and the laws of the State of Texas. Any law suit and litigation arising out of or related to this agreement **by law** will take place in **Williamson** County, Texas.

**Section 2.** In case any one or more provisions contained in the agreement shall for any reason be held to be unconstitutional, void, illegal or

unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect any remaining portions of the Agreement, and this Agreement shall be construed as if such unconstitutional, void, illegal or unenforceable provision had never been contained herein.

**Section 3.** In the event the performance by the Suburban Community or Capital Metro of any of its obligations or undertakings hereunder shall be interrupted or delayed by an occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct by a jurisdiction other than the Suburban Community or Capital Metro or the act or conduct of any person or persons not a party to this Agreement, then it shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects of such occurrence on the obligations in question.

**Section 4.** Except as otherwise expressly provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

**Section 5.** This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein for the term of this Agreement. This Agreement may not be amended, modified, discharged, or changed in any respect whatsoever except by a further Agreement in writing duly executed by the parties hereto.

**Section 6.** This Agreement may be terminated by either party upon delivery of written notice, effective the beginning of the next fiscal year, with notice delivered no later than March 31st of the previous Capital Metro fiscal year. In no event will such termination effect the obligation of the Suburban Community to diligently pursue completion of projects previously approved for funding, nor shall the decision to terminate this Agreement effect Capital Metro's obligation to make payments for work completed on projects previously approved for funding.

**IN TESTIMONY WHEREOF**, the parties have caused these presents to be executed in duplicate, to be effective as of the last party to sign.

WILLIAMSON **COUNTY**

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY

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

NAME: **Dan Gattis** \_\_\_\_\_ NAME: Fred Gilliam \_\_\_\_\_

TITLE: **County Judge** \_\_\_\_\_ TITLE: President / CEO \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

Approved as to Form:

Chief Counsel: Sallie Crosby

\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:

Date: \_\_\_\_\_

**EXHIBIT A**

**BCT- FUNDING ALLOCATION FOR FY 2008**

<b>SUBURBAN COMMUNITY</b>	<b>FY08</b>
<b>WILLIAMSON COUNTY PCT. 2</b>	<b>\$139,057</b>

**NOTE:** The funding allocation for FY 09 will be determined by the Capital Metro Board of Directors in September of 2008.

## **EXHIBIT B**

### **BUILD CENTRAL TEXAS – SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES**

#### **INTRODUCTION**

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area also benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Suburban Communities Program project proposals. Capital Metro Capital Projects Group Department staff will be available to assist with any questions that may arise regarding the Suburban Communities Program by calling 512.389.7444 or 512.389.7448.

#### **PROJECT DEVELOPMENT GUIDELINES**

##### **Project Criteria**

1. Projects must be Capital in nature and transportation-related.
2. Strong preference is given to projects that are directly on a transit route.
3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
4. Joint funding of projects between Capital Metro and the Suburban Community, and/or other financing sources, is encouraged when financially feasible.
5. Project categories are Street Resurfacing and Improvements, Mobility Improvements and Transit Capital Improvements.
6. Transit streets have a priority for resurfacing over non-transit streets, Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last

five years and are judged to be in good condition. Written verification of resurfacing must be submitted.

7. **Transit Capital Improvements:** Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows. To be eligible, projects must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the individual Suburban Community that the projects submitted to Capital Metro meet the eligibility requirements of being along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.
8. **Street Resurfacing and Improvements:** Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on former, current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition, as determined by Capital Metro staff.
9. **Mobility Improvements:** Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related pedestrian and bicycle projects are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or services.

## **Project Submittal**

The project manager will also inform each Suburban Community of any significant changes that have occurred to the Suburban Communities Program – Procedures and Guidelines. Upon notification from Capital Metro to the Suburban Community that the Suburban Communities Program has been approved and funded by the Capital Metro Board for the current fiscal year, the Suburban Community will be requested to submit a “new” projects list for that year. The purpose of the project list is to allow the Capital Metro project manager to review the proposals and provide guidance to the respective Suburban Communities before submittal for approval to the Capital Metro Board of Directors. Final project proposals should be in letter form and directed to the Capital Metro project manager at the following address:

Capital Metropolitan Transportation Authority  
Capital Projects Group  
2910 East Fifth Street  
Austin, Texas 78702

The Capital Metro project manager will submit proposed project lists for the Suburban Communities to the Board of Directors for consideration and approval.

Requests for modifications to project lists or any substitution of the projects previously approved by the Capital Metro Board of Directors must be submitted in writing to the Capital Metro project manager. Written approval by the Capital Metro's project manager of proposed changes is required for Build Central Texas funding to be applied.

### **Funding**

1. Funding for the Suburban Communities Program has been established by the proportion of the Capital Metro service area population that resides outside the City of Austin. Each Suburban Community is allocated a base funding level of \$30,000.00. An additional level of funding will be distributed on a per capita allocation to each Suburban Community based on the 2000 Census from the United States Department of Commerce.
2. Capital Metro funding will be reviewed annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption due to a significant need for the funds for another major initiative, ongoing projects will have the highest priority for funding during reduced payment years.
3. Projects are funded on an annual basis. Projects which are still outstanding after two years from Board approval will require resubmission in order to retain funding, unless otherwise agreed in advance.
4. **Interest:** All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to

which the funding will be allocated and submit in writing a project modification request to the Capital Metro project manager.

## **Payments**

1. A 50% payment will be made to the Suburban Community within 60 days following the completion of all the following conditions:
  - Commencement of the new fiscal year;
  - Approval by the Capital Metro Board of Directors of the Suburban Community's annual project proposals; and
  - Staff determination that project lists are complete.
2. The Suburban Community is responsible for notifying the Capital Metro project manager upon completion or substantial completion of a project. The Suburban Community is also responsible for arranging a site visit with the Capital Metro project manager to inspect the project.
3. The Suburban Community is responsible for billing Capital Metro upon completion or substantial completion of the project. The bill should be in letter form to the Capital Metro project manager and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc. A photograph of the completed project(s) is also recommended.
4. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Emergency projects deemed by the Suburban Community to be of grave public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.
5. The Suburban Community shall provide the Capital Metro project manager with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents, at the time of project inspection.

6. Upon substantial completion of the project and satisfactory receipt of billing information the remaining 50% payment will be made to the Suburban Community within 45 days.

### **Administration**

1. Each Suburban Community shall provide either a press release or public relations event annually to communicate the start of the program to the public.
2. For a project over \$10,000.00 in cost, a “BCT – CAPITAL METRO FUNDED PROJECT” sign must be posted on the site during construction identifying Capital Metro as the funding source during the construction phase.
3. The Suburban Community is responsible for informing the Capital Metro project manager in a timely manner of any substantial delays or alterations in the project scope of work.

**INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY  
AND  
CAPITAL METROPOLITIAN TRANSPORTATION AUTHORITY**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

This agreement is made by and between Williamson County, a political subdivision of the State of Texas, acting by and through its duly authorized County Commissioner, Judge or their designee, (hereinafter “the Suburban Community) and Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President/CEO, or their designee, (hereinafter “Capital Metro”).

**WITNESSETH:**

**WHEREAS**, Capital Metro has developed a program called the Build Central Texas Program (BCT) – Suburban Communities Program (the “Suburban Communities Program”) and desires to enter into an agreement to meet the transportation mobility needs to the mutual benefit of Capital Metro and the individual communities in the Capital Metro service area; and

**WHEREAS**, Capital Metro and the Suburban Community intend to enter into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

**NOW THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

**ARTICLE I**

**PURPOSE AND TERM**

**Section 1.** The Suburban Communities Program is a commitment to the transportation infrastructure needs between the Suburban Community and Capital Metro, to be funded by Capital Metro subject to Article I, Section 6. This Agreement replaces any previous Agreements and the associated approved projects lists. Exhibit “A”, BCT- Funding Allocation for FY 2008, which is attached hereto is made part of this Agreement provides the

amount of funding allocated to the Suburban Community by the Capital Metro Board of Directors (hereinafter "Board") for Fiscal Year 2008.

**Section 2.** Exhibit "B", Suburban Communities Program Procedures and Guidelines which is attached hereto is made part of this Agreement provides information regarding: 1.) Project Criteria, 2.) Schedule of Project Submittal, 3.) Funding, 4.) Payments, and 5.) Administration. The Suburban Communities Program Procedures and Guidelines may be amended as deemed necessary by Capital Metro.

**Section 3.** Capital Metro and the Suburban Community agree to work closely together in determining a realistic program and list of projects which can reasonably be accomplished within the program period and funding. Projects which are still outstanding after two years from approval by the Board will require resubmittal in order to retain funding.

**Section 4.** As part of the Suburban Communities Program, Capital Metro agrees to provide funding to the Suburban Community for both transit-related street and capital mobility improvement projects as defined in Exhibit B.

**Section 5.** All pedestrian projects and policies developed through the Suburban Communities Program will be developed in keeping with the requirements of the Americans with Disabilities Act (ADA).

**Section 6.** Capital Metro funding will be reviewed annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption due to a significant need for the funds for another major initiative, ongoing projects will have the highest priority for funding during the reduced payment years.

**Section 7.** Capital Metro and the Suburban Community agree to work together to pursue federal and state funds to support the Suburban Communities Program and projects.

## **ARTICLE II: REVIEW AND DEVELOPMENT OF TRANSIT REGULATIONS**

The Suburban Community and Capital Metro agree to review and consider changes to the current land development regulations of the City, County or Village as necessary to ensure transit friendly or transit oriented development.

### **ARTICLE III: DISADVANTAGED BUSINESS ENTERPRISE GOALS**

In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of women and minority owned businesses in publicly funded projects, Disadvantaged Business Enterprise (DBE) participation is strongly recommended. Since Capital Metro is not procuring individual contractors the DBE participation will be implemented by the individual Suburban Communities. Each Suburban Community should set its DBE participation goals using their "Small Minority Business Program" goal- setting process.

### **ARTICLE IV: PAYMENTS**

**Section 1.** A 50% payment will be made to the Suburban Community within 60 days following the completion of all the following conditions:

- Commencement of the new fiscal year;
- Approval by the Capital Metro Board of Directors of the Suburban Community's annual project proposals; and
- Staff determination that project lists are complete.

The Suburban Community agrees to notify the Capital Metro project manager upon completion or substantial completion of a project. The Suburban Community agrees to arrange a site visit with the Capital Metro project manager to inspect the project. The Suburban Community also agrees to provide the Capital Metro project manager with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents, at the time of the project inspection.

The Suburban Community will provide detailed reports to support all project billings. Any cost overruns on projects or programs funded by Capital Metro are subject to approval by Capital Metro prior to implementation of any of the work associated with the category of expenses which are impacted by the cost overrun. Failure to acquire Capital Metro approval of revised cost estimates prior to implementation will require the Suburban Community to provide the supplemental funding as needed to complete the project at the revised level. If there are any cost savings associated with a Capital Metro funded project or program,

Capital Metro has the sole right to determine the appropriated use of the cost savings. Capital Metro will not unreasonably withhold approval.

Capital Metro agrees that upon substantial completion of the project and satisfactory receipt of billing information the remaining 50% payment will be made to the Suburban Community within 45 days.

**Section 2.** Payments made by Capital Metro in meeting Capital Metro's obligation under this Agreement shall be made from current revenue funds available to Capital Metro.

## **ARTICLE V: NOTICE AND AUDITS**

**Section 1.** Any notice given pursuant to this Agreement by either party to the other shall be in writing and may be by hand delivery or by registered certified mail, postage prepaid, return receipt requested and delivered or mailed to the proper party at the following address:

**WILLIAMSON COUNTY    THE HONORABLE CYNTHIA LONG**  
**Williamson County, Precinct 2**  
**350 Discovery Drive**  
**Cedar Park, Texas 78613**

**CAPITAL METRO            PRESIDENT/CEO**  
**Capital Metro Transportation Authority**  
**2910 East Fifth Street**  
**Austin, Texas 78702**

Any of the above may change their designated address by giving notice as provided in this subsection. Written notice hand delivered pursuant to this agreement will be deemed effective immediately. Written notice sent by registered mail or certified mail pursuant to this agreement will be deemed effective three(3) days after deposit in a U.S. Post Office or in a U.S. Mail box.

**Section 2.** In addition to regular communications at a staff level, a report on the program's progress will be provided to Capital Metro. An annual audit of projects funded by Capital Metro through the Build Central Texas Program may be conducted by an independent auditor to assure maximum effective use of available funds. The audit expense will be funded from Capital Metro's annual contribution to the Suburban Communities Program. One (1) percent of the annual allocation from Capital Metro will be retained by Capital Metro to fund an annual program audit and/or other expenses associated with program administration. Each year's audit will address fiscal, accounting and engineering practices involved in implementation of the previous year's Program. In addition to

the independent audit, Capital Metro reserves the right to conduct more frequent audits through the Capital Metro Internal Audit Department.

The Suburban Community agrees to provide the Capital Metro project manager, Capital Metro internal auditor, or independent auditor any documentation necessary to conduct a project audit such as construction contracts, any change orders, payment vouchers, supply invoices, and timesheets.

## **ARTICLE VI: INDEMNITY**

The Suburban Community, its contractors, subcontractors and suppliers shall to the extent permitted by law, defend, indemnify and save harmless Capital Metro, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of the Suburban Community or any of its contractors, subcontractors, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold Capital Metro, its officers, agents and employees harmless from any such claims, losses or damages.

Capital Metro and its staff, shall to the extent permitted by law, defend, indemnify and save harmless the Suburban Community, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of Capital Metro and their staff, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold the Suburban Community, its officers, agents and employees harmless from any such claims, losses or damages.

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unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect any remaining portions of the Agreement, and this Agreement shall be construed as if such unconstitutional, void, illegal or unenforceable provision had never been contained herein.

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**Section 6.** This Agreement may be terminated by either party upon delivery of written notice, effective the beginning of the next fiscal year, with notice delivered no later than March 31st of the previous Capital Metro fiscal year. In no event will such termination effect the obligation of the Suburban Community to diligently pursue completion of projects previously approved for funding, nor shall the decision to terminate this Agreement effect Capital Metro's obligation to make payments for work completed on projects previously approved for funding.

**IN TESTIMONY WHEREOF**, the parties have caused these presents to be executed in duplicate, to be effective as of the last party to sign.

WILLIAMSON **COUNTY**

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY

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

NAME: **Dan Gattis** \_\_\_\_\_ NAME: Fred Gilliam \_\_\_\_\_

TITLE: **County Judge** \_\_\_\_\_ TITLE: President / CEO \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

Approved as to Form:

Chief Counsel: Sallie Crosby

\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:

Date: \_\_\_\_\_

**EXHIBIT A**

**BCT- FUNDING ALLOCATION FOR FY 2008**

<b>SUBURBAN COMMUNITY</b>	<b>FY08</b>
<b>WILLIAMSON COUNTY PCT. 2</b>	<b>\$139,057</b>

**NOTE:** The funding allocation for FY 09 will be determined by the Capital Metro Board of Directors in September of 2008.

## **EXHIBIT B**

### **BUILD CENTRAL TEXAS – SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES**

#### **INTRODUCTION**

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area also benefit from the Build Central Texas Program.

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