

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
August 11, 2009
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, 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.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 –)

5. To discuss and consider approving a line item transfer for the Williamson County Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-001103	P/T Salaries 30-40 hours	13,000.00	
To	0100-0499-001101	P/T Salaries 20-29 hours	10,000.00	
To	0100-0499-001102	Temp/Seasonal 0-20 hours	3,000.00	

6. Discuss and consider approving a line item transfer for the County Auditor's Office:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0495.001100	F/T Salaries	\$5,479.31	01
To	0100.0495.001101	P/T Salaries 20-30 Hrs/Wk	\$5,479.31	02

7. Discuss and take appropriate action on a line item transfer for ITS:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-005741	Computer Software > \$5,000	\$6356.00	
To	0100-0503-003011	Computer Software < \$5,000	\$6356.00	

8. Discuss and consider approving a line item transfer for All County Courts at Law

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004999	Non Dept/Misc	\$8,000	

To	0100-0425-004141	All Cty Cts/Interpretors	\$8,000	
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9. Discuss and take appropriate action regarding line item transfer for Williamson County Ag Extension Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-665-005700	Vehicles	900.00	
To	100-665-004209	Cellular Phone	900.00	

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$36,000	
To	0100-0454-004190	JP#4/Autopsy	\$30,500	
To	0100-0454-004192	JP#4/Transport-Autopsy	\$5,500	

11. Discuss and consider approving a line item transfer for Human Resources:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.003901	Publications/Books/Periodicals	900.00	
From	0100.0402.004100	Professional Services	5000.00	
From	0100.0402.004500	Maintenance Contracts	4000.00	
To	0100.0402.003398	Video Tapes/CD/DVD	550.00	
To	0100.0402.004310	Advertising & Legal Notices	9000.00	
To	0100.0402.004999	Miscellaneous	350.00	

12. Discuss and consider approving a line item transfer for DPS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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From	0100-0564-004211	DPS/Telephone	\$284	
To	0100-0564-004210	DPS/Internet	\$284	

- 13.** Discuss and consider approving a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-540-004410	Bond Premiums	2,000.	
To	100-540-004231	Travel	2,000.	

- 14.** 1. Receive a draft copy of the Williamson County CSCD proposed biennium budget for fiscal years 2010 and 2011, and note the proposed open meeting date to finalize the budgets will be after July 20, 2009 but before the end of the state fiscal year 2009 which is August 31, 2009.
2. Acknowledge receipt of the Williamson County CSCD annual financial statement for fiscal year 2008.
- 15.** Discuss and consider a cash deposit of \$100.00 to be held in the new checking account to administer the new Wilco Care program TPA.
- 16.** Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction.
(Complete list filed with official minutes)
- 17.** Consider approving the investment report for June 2009 which was approved by the investment committee on July 23, 2009.
- 18.** Consider approving contract with Parsons Commercial Roofing, Inc. to repair the roof at the Adult Probation building in Georgetown. Contract is not to exceed \$40,975.77.
- 19.** Interlocal Agreement between Round Rock Independent School District, Williamson County and Williamson County Sheriff's Office.

20. Consider loaning 50 cones to the Rattan Creek Neighborhood Association for the eighteenth Annual Rattan Fest on Sat., September 12, 2009.
21. Discuss and take appropriate action regarding Homeland Security Grant.

REGULAR AGENDA

22. Discuss and take appropriate action regarding Road Bond Program.
23. Hear the August 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.
24. Discuss and take appropriate action on an ORDER OF WILLIAMSON COUNTY, TEXAS ("COUNTY"), REQUESTING AND ACCEPTING THE TRANSFER OF JURISDICTION AND MAINTENANCE OF U.S. HIGHWAY 79 BUSINESS ("WEST SECOND STREET") FROM NORTH WEST CARLOS G PARKER BOULEVARD TO U.S. HIGHWAY 95 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") TO THE COUNTY.
25. Consider awarding bids received for Bid # 09WC713, US 183 at FM 3405 Traffic Signal, to the lowest and best bidder meeting specifications, Republic Intelligent Transportation Services, Inc.
26. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
27. Discuss and take appropriate action regarding a Resolution from the Commissioner's Court supporting the application for the DWI/Drug Court grant from the Office of the Governor's Criminal Justice Division. To grant the concept of the DWI/Drug Court with the application for funding and the working agreement with Williamson Council on Alcohol and Drugs.

- 28.** Discuss and Consider approving a new 1 year (FY 2010) lease agreement between Williamson County and CSCD regarding the premises and building situated at 601 N. Alligator Street in Granger, Texas for the operation of the Central Texas Treatment Center.
- 29.** Consider and take appropriate action regarding 2010 TCDRS Employer Contribution Rate.
- 30.** Consider and take appropriate action regarding FY 2010 Health Plan Options.
- 31.** Discuss and take appropriate action regarding Deed Without Warranty
- 32.** Discuss and take possible action regarding the acceptance of \$125,000.00 in grant funds from the Governor's Division Emergency Management to be applied towards the completion of the New Mobile Command Post Vehicle and Mobile Interoperable Communications equipment.
- 33.** 10:00 A.M. - Conduct Public Hearing on Creation and Establishment of Pearson Place Road District.
- 34.** Consideration and action with respect to "Order Creating and Establishing Pearson Place Road District and Ordering Other Matters Incident and Related to the Creation and Establishment of Such Road District.
- 35.** Consideration and action with respect to "An Order Establishing a Public Hearing On a Petition Calling a Bond Election for Pearson Place Road District.
- 36.** Discuss and take appropriate action regarding the Interlocal Contract For PSAP Maintenance, Equipment Upgrade and Training.

37. Discuss and take appropriate action regarding CAPCOG Interlocal Contract For Enhanced 911 Database Program.
38. Discuss and take appropriate action regarding UTMB FY 2010 Interlocal Cooperation Act Contract between UTMB and Williamson County.
39. Discussion of 2009-2010 Budget
40. Discuss and take appropriate action regarding 2009/2010 Williamson County Budget Order.
41. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$100.00	

42. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$100.00	

43. Consider accepting a donation of \$100 for Memorial Tree planting in memory of Rodney Shawn Morris, Jr. (RJ) aka "Lonestar" from the employees of Williamson County Juvenile Services.
44. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Health District

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

	0100-0630-000346	HD/Transfer to Medicaid UPL	\$255,000	
	0100-0630-004905	HD/Paymt to Indigents	\$745,000	
	0100-0630-004063	HD/Admin Cost-Indigent	\$12,000	

EXECUTIVE SESSION

45. Discuss real estate (**EXECUTIVE SESSION** as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
46. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
47. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
48. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
49. Discuss and take appropriate action on real estate.
50. Discuss and take appropriate action on pending or contemplated litigation.
51. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
52. Discuss and take appropriate action on personnel issues.
53. Comments from Commissioners.
54. Court Recess until 1:00 p.m. to discuss 2009-2010 Revenue Projections

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 _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer - Tax Assessor/Collector Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for the Williamson County Tax Assessor/Collector.

Background

Moving monies into correct costing account based upon payroll action sheets.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-001103	P/T Salaries 30-40 hours	13,000.00	
To	0100-0499-001101	P/T Salaries 20-29 hours	10,000.00	
To	0100-0499-001102	Temp/Seasonal 0-20 hours	3,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

Cathy Atkinson 08/04/2009 03:39 PM CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Cathy Atkinson

Started On: 08/04/2009 03:39 PM

County Auditor's Office, LIT, 8/11/09
Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the County Auditor's Office:

Background

Transfer required to cover additional hours of our part-time employee to help cover increased individual workloads due to employee turnover.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0495.001100	F/T Salaries	\$5,479.31	01
To	0100.0495.001101	P/T Salaries 20-30 Hrs/Wk	\$5,479.31	02

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 07/30/2009 02:10 PM
 Final Approval Date: 08/06/2009

Software LIT**Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Consent

Information**Agenda Item**

Discuss and take appropriate action on a line item transfer for ITS:

Background

Software was budgeted in the "over \$5,000" line item (5741) but when we purchased it, it cost less than \$5,000, therefore leaving us short in the "under \$5,000" line item (3011). In addition the purchase of software for implementation in scheduling Facilities Rental for Williamson County in the amount of \$2100.00.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-005741	Computer Software > \$5,000	\$6356.00	
To	0100-0503-003011	Computer Software < \$5,000	\$6356.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jay Schade Started On: 07/31/2009 09:39 AM
 Final Approval Date: 08/06/2009

Line Item Transfer**Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for All County Courts at Law

Background

Necessary transfer to cover the increasing number of Interpreters needed in court. This transfer will cover funding through the end of FY 09.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004999	Non Dept/Misc	\$8,000	
To	0100-0425-004141	All Cty Cts/Interpretors	\$8,000	

Attachments

No file(s) attached.

Form Routing/Status**Route Seq Inbox****Approved By Date****Status**

Ashlie Koenig 08/04/2009 09:18 AM CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Ashlie Koenig

Started On: 08/04/2009 09:18 AM

Line Item Transfer**Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Donna Colburn, Ag Extension
Department: Ag Extension
Agenda Category: Consent

Information**Agenda Item**

Discuss and take appropriate action regarding line item transfer for Williamson County Ag Extension Office.

Background

The cell phone line item for the current budget year has been depleted and monies are being moved to allow for billing in the month of August and September to finish the year. The funds are coming from those moneis set aside to purchase a vehicle and the decision was made to forego that vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-665-005700	Vehicles	900.00	
To	100-665-004209	Cellular Phone	900.00	

Attachments

No file(s) attached.

Form Routing/Status**Route Seq Inbox****Approved By Date****Status**

Donna Colburn 08/05/2009 03:11 PM

CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Donna Colburn

Started On: 08/05/2009 03:11 PM

Line Item Transfer**Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

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

Background

To cover an unusually high number of autopsies this year along with related transport costs. This item has been adjusted for the 2009-2010 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$36,000	
To	0100-0454-004190	JP#4/Autopsy	\$30,500	
To	0100-0454-004192	JP#4/Transport-Autopsy	\$5,500	

Attachments

No file(s) attached.

Form Routing/Status**Route Seq Inbox****Approved By Date****Status**

Ashlie Koenig 08/05/2009 03:15 PM CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Ashlie Koenig

Started On: 08/05/2009 03:15 PM

Discuss and consider approving a line item transfer for Human Resources: Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Lisa Zirkle, Human Resources
Department: Human Resources
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Human Resources:

Background

The line item for advertising of job postings and recruiting notices in local publications have been depleted with 2 months left in the fiscal year, in order to continue posting job vacancy notices in local publications a transfer of funds will be required. Also, we need to upgrade the customer service video used for new hire orientation. Lastly funds that were originally budgeted to purchase specific office equipment were used for an emergency replacement of the camera used to make new hire badge pictures. A line item transfer will again allow for the purchase of originally budgeted equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.003901	Publications/Books/Periodicals	900.00	
From	0100.0402.004100	Professional Services	5000.00	
From	0100.0402.004500	Maintenance Contracts	4000.00	
To	0100.0402.003398	Video Tapes/CD/DVD	550.00	
To	0100.0402.004310	Advertising & Legal Notices	9000.00	
To	0100.0402.004999	Miscellaneous	350.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

Lisa Zirkle 08/06/2009 01:14 AM CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Lisa Zirkle

Started On: 08/06/2009 01:14 AM

Line Item Transfer**Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for DPS

Background

A FY 08 bill was paid for out of FY 09 funding thus creating a shortage in this line item.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0564-004211	DPS/Telephone	\$284	
To	0100-0564-004210	DPS/Internet	\$284	

Attachments

No file(s) attached.

Form Routing/Status**Route Seq Inbox****Approved By Date****Status**

Ashlie Koenig 08/06/2009 08:02 AM CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Ashlie Koenig

Started On: 08/06/2009 08:02 AM

Line Item Transfer

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: John Sneed, EMS
Submitted For: John Sneed
Department: EMS
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for EMS.

Background

This will allow EMS and Auditor's staff to make site visits to the two RFP finalist for EMS billing. The current vendor did not make the top two.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-540-004410	Bond Premiums	2,000.	
To	100-540-004231	Travel	2,000.	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox	Approved By	Date	Status
	John Sneed	08/06/2009 08:38 AM	CREATED
1 County Judge Exec Asst.			NEW
Form Started By: John Sneed		Started On: 08/06/2009 08:38 AM	

Review and Consent FY 2010-2011 Budgets for CSCD Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Melissa Ramos, Adult Probation
Submitted For: Marty Griffith
Department: Adult Probation
Agenda Category: Consent

Information

Agenda Item

1. Receive a draft copy of the Williamson County CSCD proposed biennium budget for fiscal years 2010 and 2011, and note the proposed open meeting date to finalize the budgets will be after July 20, 2009 but before the end of the state fiscal year 2009 which is August 31, 2009.
2. Acknowledge receipt of the Williamson County CSCD annual financial statement for fiscal year 2008.

Background

Pursuant to Local Government Code, Section 140.004, prior to the 14th day before the CSCD has a meeting to finalize its biennium budgets, the CSCD shall file a copy of the proposed budget along with a statement of Financial Position with the Commissioners' Court.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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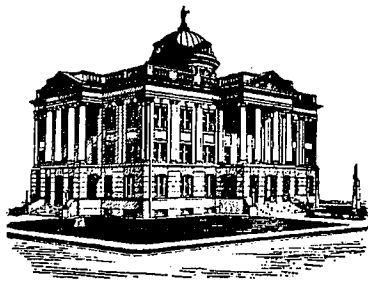
Attachments

Link: [Fiscal Yr 2010_2011 CSCD Budget Summary](#)

Link: [Fiscal Yr 2008 CSCD Financial Summary](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Melissa Ramos	07/23/2009 08:45 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	07/23/2009 09:48 AM	APRV
3		Wendy Coco	07/23/2009 09:48 AM	FNL APRV
		Wendy Coco	07/23/2009 11:54 AM	ROUTING CONTINUED
1	Melissa Ramos (Originator)			NEW
Form Started By: Melissa Ramos			Started On: 07/23/2009 08:45 AM	



**WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)**

301 S.E. Inner Loop Road
P.O. Box 251
GEORGETOWN, TX 78627-0251
PHONE: (512)943-3500
www.adultprobation.net
mgriffith@adultprobation.net

**MARTY GRIFFITH
CSCD DIRECTOR**

Williamson County CSCD

Fiscal Year 2010-2011 Budget Summary

Basic Supervision:	\$4,922,599
Central Texas Treatment Center:	\$2,258,132
Substance Abuse Caseload:	\$ 50,593
Special Needs Caseload:	\$ 51,918
Ignition Interlock Caseloads:	\$ 236,652
Sex Offender Caseloads:	\$ 163,802
TAIP (Outpatient Program)	\$ 94,555
Contract Residential	\$ 40,000
Total Budgets:	\$7,818,251

By State Law, the District and County Court-at-Law judges approve the department's budget. The budget will be presented to and voted on by the judges at a properly posted meeting on August 14, 2009 in the 26th Judicial District Courtroom located at 405 Martin Luther King in Georgetown, Texas.

Total Funds received from Texas Department of Criminal Justice: \$3,648,185

Basic Supervision: This fund is for the majority of the operations of the department, including support staff, caseworkers, probation officers, office supplies, equipment, drug testing supplies, file cabinets, and copy machines.

Total Budget: FY 2010	\$4,922,599
Funded by the State:	\$ 991,250
Funds for other programs not 100% funded by State:	\$ -218,742
Williamson County Funding	\$ 175,000
Funded by fees, interest, program fees:	\$3,975,091 (includes carryover)

The Central Texas Treatment Center: 100 bed residential intensive inpatient substance abuse treatment. This budget pays for all the expenses for operating a facility that is full every day, and has a waiting list. The department pays rent to Williamson County for the building.

Total Budget: FY 2010	\$2,258,132
Funded by the State:	\$1,953,759
Williamson County Funding	\$ -0-
Interfund transfer from probation budget	\$ 227,373

The Substance Abuse Caseload grant is for an officer that supervises cases upon discharge from the Central Texas Treatment Center.

Total Budget: FY 2010	\$50,593
Funded by the State	\$28,593
Funded by the department	\$22,000

The Special Needs Caseload grant is for an officer that supervises offenders with special mental health needs.

Total Budget: FY 2010	\$51,918
Funded by the State	\$38,043
Funded by the department	\$13,875

The Sex Offender Caseload grant is for three sex offender supervision officers.

Total Budget (funded by State of Texas)-FY 2010	\$163,802
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The Ignition Interlock Caseload grant is for five ignition interlock offender supervision officers that supervise DWI probationers that have the requirement for an ignition interlock device.

Total Budget(funded by State of Texas)-FY 2010	\$283,283
Funds for other programs not 100% funded by State	\$- 46,631
Funds available for Ignition Interlock caseload	\$236,652

The TAIP (Treatment Alternatives to Incarceration Program) budget will fund the new Williamson County Intensive Outpatient Treatment Program. Previously this Department relied upon private outpatient vendors to provide this treatment. The TAIP grant will pay for the salary of an LCDC Counselor who will administer the treatment groups. This LCDC Counselor will be a paid employee of the Williamson County CSCD. Additionally, an LCDC Assessment Counselor will be retained by the Department to administer assessments for incoming offenders and will instruct the Pre-Treatment Program, which offenders attend prior to entering the outpatient program. This Department opted to operate this program rather than contract it out as it allows for more control over the curriculum and will result in much better information and feedback between the Counselor and the Supervision Officers since it is in-house.

Total Budget (funded by the State of Texas)-FY 2010	\$94,555
Revenue generated from fees assessed	\$40,000

Contract Residential funds are used to provide inpatient residential substance abuse treatment for indigent offenders or those offenders who are otherwise not suitable for outpatient or the Central Texas Treatment Center.

Total Budget (funded by the State of Texas)-FY 2010	\$40,000
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**WILLIAMSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED AUGUST 31, 2008

WITH INDEPENDENT AUDITORS' REPORT

WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT

YEAR ENDED AUGUST 31, 2008

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COMPLIANCE SECTION

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INDEPENDENT AUDITORS' REPORT

Williamson County Community
Supervision and Corrections Department
Williamson County, Texas
Georgetown, Texas

We have audited the accompanying combined financial statements of the Williamson County Community Supervision and Corrections Department, and the combining and individual funds of the Williamson County Community Supervision and Corrections Department, as of and for the year ended August 31, 2008, as listed in the table of contents. These financial statements are the responsibility of the management of the Williamson County Community Supervision and Corrections Department. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in Note 1, the financial statements are prepared using the prescribed basis of accounting that demonstrates compliance with TDCJ-CJAD financial reporting requirements, which is a comprehensive basis of accounting other than generally accepted accounting principles.

As discussed in Note 1, the financial statements present only the Williamson County Community Supervision and Corrections Department, and are not intended to present fairly the financial position of Williamson County, Texas, and the results of its operations in conformity with generally accepted accounting principles.

In our opinion, the combined financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the Williamson County Community Supervision and Corrections Department, as of August 31, 2008, and the results of its operations for the year then ended, in conformity with the basis of accounting described in the notes. Also, in our opinion, the combining and individual funds referred to above present fairly, in all material respects, the financial position of each of the individual funds of the Williamson County Community Supervision and Corrections Department, as of August 31, 2008, and the results of operations of such funds for the year then ended in conformity with the basis of accounting described in the notes.

In accordance with *Government Auditing Standards*, we have also issued a report dated January 28, 2009, on our consideration of Williamson County Community Supervision and Corrections Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the information and use of management, others within the organization, the Williamson County Community Supervision and Corrections Department, and the Texas Department of Criminal Justice – Community Justice Assistance, and is not intended to be and should not be used by anyone other than these specified parties.

Patullo, Brown & Hill, LLP

January 28, 2009

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINED STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2008

ASSETS

	<u>Supervision</u>	<u>Community Corrections</u>	<u>Diversion Program</u>	<u>Restitution</u>	<u>Total</u>
Cash					
Bank balances	\$ 116,024	\$ 81,292	\$ -	\$ 138,440	\$ 335,756
Petty cash	100	-	250	-	350
Due from other funds	64,270	-	-	-	64,270
Time deposits	<u>1,184,725</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,184,725</u>
Total Cash	<u>1,365,119</u>	<u>81,292</u>	<u>250</u>	<u>138,440</u>	<u>1,585,101</u>
Accounts receivable					
Community supervision fees	95,709	-	-	-	95,709
CJAD receivable	-	-	200,000	-	200,000
Other receivable	<u>26,376</u>	<u>-</u>	<u>19,966</u>	<u>-</u>	<u>46,342</u>
Total Accounts Receivable	<u>122,085</u>	<u>-</u>	<u>219,966</u>	<u>-</u>	<u>342,051</u>
Total Assets	<u>\$ 1,487,204</u>	<u>\$ 81,292</u>	<u>\$ 220,216</u>	<u>\$ 138,440</u>	<u>\$ 1,927,152</u>

LIABILITIES AND FUND BALANCE

Liabilities					
Accounts payable	\$ 40,012	\$ 2,595	\$ 26,431	\$ -	\$ 69,038
Due to other funds	-	-	64,270	-	64,270
Due to beneficiaries	<u>-</u>	<u>-</u>	<u>-</u>	<u>138,440</u>	<u>138,440</u>
Total Liabilities	<u>40,012</u>	<u>2,595</u>	<u>90,701</u>	<u>138,440</u>	<u>271,748</u>
Fund Balance	<u>1,447,192</u>	<u>78,697</u>	<u>129,515</u>	<u>-</u>	<u>1,655,404</u>
Total Liabilities and Fund Balance	<u>\$ 1,487,204</u>	<u>\$ 81,292</u>	<u>\$ 220,216</u>	<u>\$ 138,440</u>	<u>\$ 1,927,152</u>

The accompanying notes are an integral part of these financial statements

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Supervision</u>	<u>Community Corrections</u>	<u>Diversion Program</u>	<u>Total</u>
REVENUE				
State aid	\$ 741,071	\$ 441,842	\$ 2,207,900	\$ 3,390,813
State aid: SAFPF	11,910	-	-	11,910
Community supervision fees	2,499,895	-	-	2,499,895
Payments by program participants	346,209	-	-	346,209
Interest income	65,015	-	-	65,015
Other	89,000	-	75,425	164,425
Total Revenue	<u>3,753,100</u>	<u>441,842</u>	<u>2,283,325</u>	<u>6,478,267</u>
EXPENDITURES				
Salaries and fringe benefits	2,916,481	341,195	1,583,078	4,840,754
Travel and furnished transportation	62,844	12,845	23,181	98,870
Contract services	190,772	5,575	-	196,347
Professional fees	125,999	-	28,120	154,119
Supplies and operating expenses	117,377	-	276,005	393,382
Facilities	-	-	180,843	180,843
Utilities	23,592	-	90,860	114,452
Equipment	59,330	-	13,724	73,054
Total Expenditures	<u>3,496,395</u>	<u>359,615</u>	<u>2,195,811</u>	<u>6,051,821</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	256,705	82,227	87,514	426,446
FUND BALANCE, SEPTEMBER 1, 2007	1,299,381	-	-	1,299,381
PRIOR YEAR REFUND	(70,423)	-	-	(70,423)
INTERFUND TRANSFER IN (OUT)	(38,471)	(3,530)	42,001	-
FUND BALANCE, AUGUST 31, 2008	<u>\$ 1,447,192</u>	<u>\$ 78,697</u>	<u>\$ 129,515</u>	<u>\$ 1,655,404</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

ALL COMMUNITY CORRECTIONS PROGRAM FUNDS

**COMBINING STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE**

FOR THE YEAR ENDED AUGUST 31, 2008

	Ignition Interlock Caseload	Sex Offender Caseload	Total
REVENUE			
State aid	\$ 213,382	\$ 228,460	\$ 441,842
Total Revenue	<u>213,382</u>	<u>228,460</u>	<u>441,842</u>
EXPENDITURES			
Salaries and fringe benefits	209,550	131,645	341,195
Travel and furnished transportation	3,049	9,796	12,845
Contract services	<u>-</u>	<u>5,575</u>	<u>5,575</u>
Total Expenditures	<u>212,599</u>	<u>147,016</u>	<u>359,615</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	783	81,444	82,227
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-
INTERFUND TRANSFER IN (OUT)	<u>-</u>	<u>(3,530)</u>	<u>(3,530)</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ 783</u>	<u>\$ 77,914</u>	<u>\$ 78,697</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

ALL DIVERSION PROGRAM FUNDS

**COMBINING STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE**

FOR THE YEAR ENDED AUGUST 31, 2008

	Central Texas Treatment Center	Substance Abuse Caseload	Special Needs Caseload	Total
REVENUE				
State aid	\$ 2,141,131	\$ 28,593	\$ 38,176	\$ 2,207,900
Other	<u>75,425</u>	<u>-</u>	<u>-</u>	<u>75,425</u>
Total Revenue	<u>2,216,556</u>	<u>28,593</u>	<u>38,176</u>	<u>2,283,325</u>
EXPENDITURES				
Salaries and fringe benefits	1,474,308	58,326	50,444	1,583,078
Travel and furnished transportation	23,181	-	-	23,181
Professional fees	28,120	-	-	28,120
Supplies and operating expenses	276,005	-	-	276,005
Facilities	180,843	-	-	180,843
Utilities	90,860	-	-	90,860
Equipment	<u>13,724</u>	<u>-</u>	<u>-</u>	<u>13,724</u>
Total Expenditures	<u>2,087,041</u>	<u>58,326</u>	<u>50,444</u>	<u>2,195,811</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	129,515	(29,733)	(12,268)	87,514
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-	-
INTERFUND TRANSFER IN (OUT)	<u>-</u>	<u>29,733</u>	<u>12,268</u>	<u>42,001</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ 129,515</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 129,515</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND PRIOR YEAR**

SUPERVISION PROGRAM

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Prior Year Actual</u>
REVENUE				
State aid	\$ 741,071	\$ 741,071	\$ -	\$ 643,253
SAFPF payments	-	11,910	11,910	8,991
Community supervision fees	2,245,000	2,499,895	254,895	2,297,530
Payments by program participants	280,200	346,209	66,009	306,759
Interest income	70,000	65,015	(4,985)	99,272
Other	89,000	89,000	-	95,002
Total Revenue	<u>3,425,271</u>	<u>3,753,100</u>	<u>327,829</u>	<u>3,450,807</u>
EXPENDITURES				
Salaries and fringe benefits	2,947,230	2,916,481	30,749	2,583,951
Travel and furnished transportation	80,000	62,844	17,156	53,531
Contract services	235,000	190,772	44,228	86,198
Professional fees	182,058	125,999	56,059	158,438
Supplies and operating expenses	879,113	117,377	761,736	203,993
Utilities	33,000	23,592	9,408	26,395
Equipment	62,000	59,330	2,670	79,337
Total Expenditures	<u>4,418,401</u>	<u>3,496,395</u>	<u>922,006</u>	<u>3,191,843</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(993,130)	256,705	1,249,835	258,964
FUND BALANCE, SEPTEMBER 1, 2007	1,299,381	1,299,381	-	1,073,138
PRIOR YEAR REFUND	(70,423)	(70,423)	-	-
INTERFUND TRANSFER IN (OUT)	(235,828)	(38,471)	197,357	(32,721)
FUND BALANCE, AUGUST 31, 2008	<u>\$ -</u>	<u>\$ 1,447,192</u>	<u>\$ 1,447,192</u>	<u>\$ 1,299,381</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND PRIOR YEAR**

**COMMUNITY CORRECTIONS PROGRAM
IGNITION INTERLOCK CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Prior Year Actual</u>
REVENUE				
State aid	\$ 213,985	\$ 213,382	\$ (603)	\$ 151,650
Total Revenue	<u>213,985</u>	<u>213,382</u>	<u>(603)</u>	<u>151,650</u>
EXPENDITURES				
Salaries and fringe benefits	209,557	209,550	7	152,900
Travel and furnished transportation	3,228	3,049	179	-
Professional fees	<u>1,200</u>	<u>-</u>	<u>1,200</u>	<u>-</u>
Total Expenditures	<u>213,985</u>	<u>212,599</u>	<u>1,386</u>	<u>152,900</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	783	783	(1,250)
FUND BALANCE, SEPTEMBER 1, 2007	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,250</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ -</u>	<u>\$ 783</u>	<u>\$ 783</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND PRIOR YEAR**

**COMMUNITY CORRECTIONS PROGRAM
SEX OFFENDER CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Prior Year Actual</u>
REVENUE				
State aid	\$ 201,186	\$ 228,460	\$ 27,274	\$ 231,154
Other	-	-	-	6,048
Total Revenue	<u>201,186</u>	<u>228,460</u>	<u>27,274</u>	<u>237,202</u>
EXPENDITURES				
Salaries and fringe benefits	164,361	131,645	32,716	145,344
Travel and furnished transportation	18,071	9,796	8,275	9,838
Contract services	14,000	5,575	8,425	28,813
Professional fees	900	-	900	-
Supplies and operating	154	-	154	-
Total Expenditures	<u>197,486</u>	<u>147,016</u>	<u>50,470</u>	<u>183,995</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	3,700	81,444	77,744	53,207
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-	76,239
INTERFUND TRANSFER IN (OUT)	(3,700)	(3,530)	170	(80,525)
FUND BALANCE BEFORE REFUND TO CJAD	-	77,914	77,914	48,921
REFUND DUE TO CJAD	-	-	-	(48,921)
FUND BALANCE, AUGUST 31, 2008	<u>\$ -</u>	<u>\$ 77,914</u>	<u>\$ 77,914</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND PRIOR YEAR**

**DIVERSION PROGRAM
CENTRAL TEXAS TREATMENT CENTER**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Prior Year Actual</u>
REVENUE				
State aid	\$ 1,941,131	\$ 2,141,131	\$ 200,000	\$ 2,010,131
Other	<u>62,450</u>	<u>75,425</u>	<u>12,975</u>	<u>78,415</u>
Total Revenue	<u>2,003,581</u>	<u>2,216,556</u>	<u>212,975</u>	<u>2,088,546</u>
EXPENDITURES				
Salaries and fringe benefits	1,570,784	1,474,308	96,476	1,448,898
Travel and furnished transportation	32,500	23,181	9,319	39,438
Professional fees	33,500	28,120	5,380	32,898
Supplies and operating expenses	277,131	276,005	1,126	303,942
Facilities	182,000	180,843	1,157	184,635
Utilities	90,860	90,860	-	85,460
Equipment	<u>14,163</u>	<u>13,724</u>	<u>439</u>	<u>71,000</u>
Total Expenditures	<u>2,200,938</u>	<u>2,087,041</u>	<u>113,897</u>	<u>2,166,271</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(197,357)	129,515	326,872	(77,725)
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-	-
INTERFUND TRANSFER IN (OUT)	<u>197,357</u>	<u>-</u>	<u>(197,357)</u>	<u>77,725</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ -</u>	<u>\$ 129,515</u>	<u>\$ 129,515</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND PRIOR YEAR**

**DIVERSION PROGRAM
SUBSTANCE ABUSE CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Prior Year Actual</u>
REVENUE				
State aid	\$ 28,593	\$ 28,593	\$ -	\$ 28,797
Total Revenue	<u>28,593</u>	<u>28,593</u>	<u>-</u>	<u>28,797</u>
EXPENDITURES				
Salaries and fringe benefits	<u>58,408</u>	<u>58,326</u>	<u>82</u>	<u>55,123</u>
Total Expenditures	<u>58,408</u>	<u>58,326</u>	<u>82</u>	<u>55,123</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(29,815)	(29,733)	82	(26,326)
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-	-
INTERFUND TRANSFER IN (OUT)	<u>29,815</u>	<u>29,733</u>	<u>(82)</u>	<u>26,326</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND PRIOR YEAR**

**DIVERSION PROGRAM
SPECIAL NEEDS CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Prior Year Actual</u>
REVENUE				
State aid	\$ 38,176	\$ 38,176	\$ -	\$ 38,472
Total Revenue	<u>38,176</u>	<u>38,176</u>	<u>-</u>	<u>38,472</u>
EXPENDITURES				
Salaries and fringe benefits	<u>50,532</u>	<u>50,444</u>	<u>88</u>	<u>47,667</u>
Total Expenditures	<u>50,532</u>	<u>50,444</u>	<u>88</u>	<u>47,667</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(12,356)	(12,268)	88	(9,195)
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-	-
INTERFUND TRANSFER IN (OUT)	<u>12,356</u>	<u>12,268</u>	<u>(88)</u>	<u>9,195</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2008

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements include the revenue of the Williamson County Community Supervision and Corrections Department related to the receipt of funds administered by the Community Justice Assistance Division from State appropriations for Diversion Grants, Community Corrections Program Funds, the Basic Supervision Fund, local fees collected for the use of the CSCD, and the expenditure of those funds.

Basis of Accounting

The accounts of the Williamson County Community Supervision and Corrections Department are maintained on the modified accrual basis of accounting in accordance with CJAD financial reporting requirements. Under that method, revenue is recognized when it becomes both measurable and available, and expenditures are recognized in the accounting period in which the fund liability is incurred.

2. FUNDING SOURCES – STATE AID

Basic Supervision

This state funding is a per capita allocation based on statistics from the previous full calendar year. The per capita formula includes felony and misdemeanor direct cases as well as felony pretrial cases and is calculated by first allocating misdemeanor funding based on the number of misdemeanor placements of the previous calendar year times \$.70 per day for 182 days. Then, the felony allocation is based on the proportion of the state's felons under direct community supervision and the pretrial supervision for the previous calendar year times funds remaining. Basic Supervision is distributed only to CSCDs.

Government Code 501.011 authorizes TDCJ-CJAD to withhold Basic Supervision funds from CSCDs that have over six months of operating funds in their fund balance at the end of a biennium. TDCJ-CJAD may adopt policies permitting a CSCD to maintain reserves in amounts greater than otherwise permitted to cover certain costs. TDCJ-CJAD may distribute these unallocated funds to other CSCDs.

(continued)

2. **FUNDING SOURCES – STATE AID (Continued)**

Community Corrections Program Funds

This state funding is allocation-based. The funding is based on two equally assigned factors: the percentage of the state's population residing in the counties served by the Department and the percentage of all felony defendants in the state under direct community supervision by the Department. CSCDs are the only entities eligible for Community Corrections Program funds.

Diversion Program Grant

The Williamson County Community Supervision and Corrections Department makes an annual application for grant funds from the Community Justice Assistance Division. As a part of the application process, the Department enters into a contract with the Community Justice Assistance Division. The contract places specific restrictions on the use of grant funds and requires, among other things, an annual audit of contract revenue and expenditures.

3. **INTERFUND RECEIVABLES AND PAYABLES**

At August 31, 2008, the interfund receivables and payables are as follows:

<u>Fund</u>	<u>Receivable</u>	<u>Payable</u>
Basic Supervision	\$ 64,270	\$ -
Diversion Program	<u>-</u>	<u>64,270</u>
Total	<u>\$ 64,270</u>	<u>\$ 64,270</u>

SUPPLEMENTARY SCHEDULES

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS**

SUPERVISION PROGRAM

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 741,071	\$ 741,071	\$ -
SAFPF payments	11,910	11,910	-
Community supervision fees	2,499,895	2,499,895	-
Payments made by program participants	346,209	346,209	-
Interest income	65,015	65,015	-
Other	89,000	89,000	-
Total Revenue	<u>3,753,100</u>	<u>3,753,100</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	2,916,481	2,916,481	-
Travel and furnished transportation	62,844	62,844	-
Contract services	190,772	190,772	-
Professional fees	125,999	125,999	-
Supplies and operating expenses	117,377	117,377	-
Utilities	23,592	23,592	-
Equipment	59,330	59,330	-
Total Expenditures	<u>3,496,395</u>	<u>3,496,395</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	256,705	256,705	-
FUND BALANCE, SEPTEMBER 1, 2007	1,299,381	1,299,381	-
PRIOR YEAR REFUND	(70,423)	(70,423)	-
INTERFUND TRANSFER IN (OUT)	(38,471)	(38,471)	-
FUND BALANCE, AUGUST 31, 2008	<u>\$ 1,447,192</u>	<u>\$ 1,447,192</u>	<u>\$ -</u>

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS**

**COMMUNITY CORRECTIONS PROGRAM
IGNITION INTERLOCK CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 213,382	\$ 213,382	\$ -
Total Revenue	<u>213,382</u>	<u>213,382</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	209,550	209,550	-
Travel and furnished transportation	<u>3,049</u>	<u>3,049</u>	<u>-</u>
Total Expenditures	<u>212,599</u>	<u>212,599</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	783	783	-
FUND BALANCE, SEPTEMBER 1, 2007	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE, AUGUST 31, 2008	\$ <u>783</u>	\$ <u>783</u>	\$ <u>-</u>

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS**

**COMMUNITY CORRECTIONS PROGRAM
SEX OFFENDER CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 228,460	\$ 228,460	\$ -
Total Revenue	<u>228,460</u>	<u>228,460</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	131,645	131,645	-
Travel and furnished transportation	9,796	9,796	-
Contract services	<u>5,575</u>	<u>5,575</u>	<u>-</u>
Total Expenditures	<u>147,016</u>	<u>147,016</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	81,444	81,444	-
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-
INTERFUND TRANSFER IN (OUT)	<u>(3,530)</u>	<u>(3,530)</u>	<u>-</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ 77,914</u>	<u>\$ 77,914</u>	<u>\$ -</u>

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS**

**DIVERSION PROGRAM
CENTRAL TEXAS TREATMENT CENTER**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 2,141,131	\$ 2,141,131	\$ -
Other	<u>75,425</u>	<u>75,425</u>	<u>-</u>
Total Revenue	<u>2,216,556</u>	<u>2,216,556</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	1,474,308	1,474,308	-
Travel and furnished transportation	23,181	23,181	-
Professional fees	28,120	28,120	-
Supplies and operating expenses	276,005	276,005	-
Facilities	180,843	180,843	-
Utilities	90,860	90,860	-
Equipment	<u>13,724</u>	<u>13,724</u>	<u>-</u>
Total Expenditures	<u>2,087,041</u>	<u>2,087,041</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER)			
EXPENDITURES	129,515	129,515	-
FUND BALANCE, SEPTEMBER 1, 2007	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ 129,515</u>	<u>\$ 129,515</u>	<u>\$ -</u>

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS**

**DIVERSION PROGRAM
SUBSTANCE ABUSE CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ <u>28,593</u>	\$ <u>28,593</u>	\$ <u>-</u>
Total Revenue	<u>28,593</u>	<u>28,593</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	<u>58,326</u>	<u>58,326</u>	<u>-</u>
Total Expenditures	<u>58,326</u>	<u>58,326</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(<u>29,733</u>)	(<u>29,733</u>)	<u>-</u>
FUND BALANCE, SEPTEMBER 1, 2007	<u>-</u>	<u>-</u>	<u>-</u>
INTERFUND TRANSFER IN (OUT)	<u>29,733</u>	<u>29,733</u>	<u>-</u>
FUND BALANCE, AUGUST 31, 2008	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS**

**DIVERSION PROGRAM
SPECIAL NEEDS CASELOAD**

FOR THE YEAR ENDED AUGUST 31, 2008

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 38,176	\$ 38,176	\$ -
Total Revenue	<u>38,176</u>	<u>38,176</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	<u>50,444</u>	<u>50,444</u>	<u>-</u>
Total Expenditures	<u>50,444</u>	<u>50,444</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(12,268)	(12,268)	-
FUND BALANCE, SEPTEMBER 1, 2007	-	-	-
INTERFUND TRANSFER IN (OUT)	<u>12,268</u>	<u>12,268</u>	<u>-</u>
FUND BALANCE, AUGUST 31, 2008	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

COMPLIANCE SECTION



PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Williamson County Community
Supervision and Corrections Department
Williamson County, Texas
Georgetown, Texas

We have audited the financial statements of the Williamson County Community Supervision and Corrections Department, as of and for the year ended August 31, 2008, and have issued our report thereon dated January 28, 2009. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Williamson County Community Supervision and Corrections Department's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Department's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Department's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County Community Supervision and Corrections Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. Compliance with laws, regulations, contracts, and grants is the responsibility of the management of the Department. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information of management, and others within the organization, Williamson County Community Supervision and Corrections Department and the Texas Department of Criminal Justice, and is not intended to be and should not be used by anyone other than these specified parties.

Fattullo, Brown & Hill, LLP

January 28, 2009

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2008

Findings and Questioned Costs

None

**WILLIAMSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

FISCAL YEAR 2008 TDCJ-CJAD COMPLIANCE CHECKLIST

FOR THE YEAR ENDED AUGUST 31, 2008

Indicate whether the following compliance requirements have been met by answering "Yes," "No," or "N/A" (Not Applicable):

- Yes Separate accountability is to be maintained for TDCJ-CJAD funds.
- Yes Revenues and expenditures reported to TDCJ-CJAD are in agreement with, or reconcilable to, the funding recipient's accounting records and with audited expenditures in each budget category.
- Yes TDCJ-CJAD funds and locally generated revenue are expended in accordance with The Financial Management Manual for TDCJ-CJAD Funding, TDCJ-CJAD Funding and Fiscal Management Updates, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws.
- Yes Proper cut-off procedures are to be observed at the end of each fiscal period. The cut-off date for revenue recognition and expenditure payments of FY 2008 is October 31, 2008. The modified accrual basis of accounting is used in preparing the fourth quarterly reports for submission to TDCJ-CJAD.
- N/A If the CSCD serves both juveniles and adults, expenditures that benefit both juveniles and adults are prorated on an equitable basis. Determination of the method of prorating such expenditures is supported by adequate documentation.
- Yes TDCJ-CJAD funds are not used to pay judges' salaries, community justice council members' salaries, or other court-related expenses.
- Yes Expenditures and revenue are supported by adequate documentation.
- Yes If the CSCD determines that an increase or decrease in revenue or expenditures is required, budget adjustments are submitted to TDCJ-CJAD in accordance with fiscal guidelines.
- Yes Idle funds are invested according to Vernon's Texas Codes Annotated Local Government Code Section 140.003(f).
- Yes All employees with access to funds are covered by a surety bond.
- Yes Locally generated funds and other collections are documented with a proper receipt system.

- Yes All non-CJAD funded programs are expended in accordance with applicable limitations.
- Yes All equipment is physically inventoried and adequately supported with an inventory form. Surplus equipment is disposed of in accordance with TDCJ-CJAD guidelines.
- Yes Restitution funds are accounted for in accordance with Vernon's Texas Codes Annotated Government Code Section 76.013.
- Yes TDCJ-CJAD policies regarding contracts with vendors have been followed.
- Yes All leases have received TDCJ-CJAD approval prior to the expenditures of funds.
- Yes All purchases adhere to the requirements of the Vernon's Texas Codes Annotated Local Government Code, Section 262.023 regarding competitive bids.
- Yes The CSCD has a policy in place to monitor vendor contract compliance and operates by the policy.
- Yes The CSCD has an existing policy on budget approval and operates by that policy.
- Yes The CSCD has a policy regarding eligibility for salary merit increases.

Cash Deposit for Checking Account, Wilco Care Program TPA, 8/11/09 Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

Discuss and consider a cash deposit of \$100.00 to be held in the new checking account to administer the new Wilco Care program TPA.

Background

This balance remains in the account to prevent it from automatically closing should the time come when all checks are cashed and the balance goes to zero.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 07/27/2009 01:02 PM
Final Approval Date: 07/29/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction.
(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Ursula Stone	08/05/2009 08:27 AM	CREATED
1	Purchasing	Bob Space	08/05/2009 11:04 AM	APRV
2	County Judge Exec Asst.			NEW
Form Started By: Ursula Stone			Started On: 08/05/2009 08:27 AM	

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Grey 5.11 Polo Shirt Short Sleeve			Unknown
1	Black 5.11 Polo Shirt Short Sleeve			Unknown

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

ANNIE BURWELL

JEANNE WILLIBY

Print Name

Print Name



7.31.09

943-3588

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell laptop computer w/Windows XP Professional	CN-0D8006-12961-551-3395	none	Non-Working
1	Dell desktop connector	DP/N MCK-0544Ke-41011-11R-01HV	none	Unknown

Parties involved:

FROM (Transferor Department): 0212 Precinct Two Commissioner

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Kathy Grimes

Kathy Grimes

Print Name

Print Name

Signature

Date

260-6514

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

943-3553

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
51	white, 3 ring binders	N/A	N/A	Working

Parties involved:

FROM (Transferor Department): auction

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Tony Hill
Print Name

Tony Hill
Print Name

Signature

August 3, 2009 +1 (512) 943-3314
Date Phone Number

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

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

Contact Person:

Butch Dennis
Print Name

Butch Dennis
Print Name

Signature

August 3, 2009 +1 (512) 563-0812
Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County Investment Committee Meeting for June 2009 Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the investment report for June 2009 which was approved by the investment committee on July 23, 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Williamson County Investment Committee for June 2009](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Celia Villarreal	08/05/2009 01:28 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Celia Villarreal		Started On: 08/05/2009 01:28 PM		

**WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA**

**July 23, 2009
3:00 p.m.**

1. Accept/approve agenda
2. Approve minutes of June 23, 2009
3. Review/approve Investment Reports for June 2009
and the 3rd Quarter Investment Reports
4. Discuss Investment Options
5. Misc.
6. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

June 23, 2009

The Williamson County Investment Committee met on Tuesday, June 23 at 3:30 p.m. in Judge Gattis' conference room. Committee members present were; Dan A. Gattis, County Judge, Valerie Covey, Commissioner, Pct. 3, Deborah M. Hunt, County Tax Assessor/Collector, David U. Flores, County Auditor, and Vivian L. Wood, County Treasurer. Greg Warner with First Southwest Asset Management (FSAM) also attended the meeting.

Mr. Gattis called the meeting to order at 3:40 p.m. Minutes of May 20, 2009 were reviewed. A motion was made by Ms. Covey to accept the minutes as presented. Motion seconded by Mr. Flores. Motion carried.

Ms. Wood reviewed the Investment Reports for the month ending May 31, 2009. A discussion was held in regard changing the format of the investment reports. Ms. Covey requested the addition of descriptions for each fund, with statutory requirements if pertinent. Project and bond funds descriptions will be also be added with captions in regard to work/projects included in the funding. Discussion was held in regard to timely financial information on projects. Mr. Flores stated that Mike Weaver will get the data to him by the end of the week. Ms. Wood commented that she has requested funding for the addition of the Oracle Treasury module in her budget request for 2009-2010 which will provide a better tracking process for all financial data and will provide direct information about available funds and invested funds. Mr. Gattis stated that funds received through the landfill contract may become available for investment in the future. A motion was made by Mr. Flores, second by Ms. Hunt to accept the investment reports as presented.

Committee members asked that an update on education hours be provided at the next meeting. Mr. Flores also requested that any information regarding education opportunities be forwarded to members.

Mr. Warner with FSAM reported that Merrill Lynch has indicted that the nation has hit the end of the recession. And, that the economy should begin growing but there is concern that the growth cannot overcome the immediate problems of jobs loss and rehiring needs. The federal government sold \$40 billion in 2 year Treasuries today, the Federal Reserve Board is meeting today and tomorrow but there does not appear to be a short term resolution to the financial woes of the nation. Mr. Warner commented that the County's investment portfolio is diversified. The need to look to other investments for pooled funds is necessary as rates continue to fall and that the drop will continue into 2010.

Ms. Covey was thanked for her contribution of chocolate to the meeting.

There being no other business, the meeting adjourned at 4:45 p.m.

**COUNTY INVESTMENT JUNE 2009
FY 2009**

INTEREST RATE: TEXPOOL PRIME 0.5250% --- TEXPOOL 0.3939% --- TEXSTAR 0.3693%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 6/30/09	TOTAL INTEREST	BALANCE 6/30/09	BALANCE 6/30/09	TOTAL INTEREST	BALANCE 6/30/09	BALANCE 6/30/09	TOTAL INTEREST	BALANCE 6/30/09	TOTAL BALANCE IN ACCOUNT 6/30/09	INTEREST DEDUCTED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADP FUND	178,948.27	57.90	178,948.27										57.90	178,948.27
CHILD SAFETY	179,732.09	97.38	309,763.46										97.38	309,763.46
CRITISE SEC	77,304.13	25.03	77,329.21										25.03	77,329.21
CO RECORD ARC	604,501.98	196.72	604,697.70							1,000,000.00		5/7/10	196.72	1,604,697.70
COUNTY RMP	843,852.46	273.22	844,125.68										273.22	844,125.68
CT RPTIR SVC	682,602.37	221.12	683,147.49										221.12	683,147.49
GENERAL FUND	34,379.28	11.16	34,455.45							24,921,229.58	152,500.00	7/27/09	11.16	61,802,784.33
JUSTICE CRT TECH	493,824.48	159.81	493,784.29										159.81	493,784.29
LIBRARY FUND	602,170.76	194.97	602,365.73										194.97	602,365.73
KARST	699,928.38	226.62	700,154.98										226.62	700,154.98
RMP	1,032,930.91	334.45	1,033,265.36										334.45	1,033,265.36
TOBACCO FUNDS	28,339.46	9.18	28,345.64							3,255,016.72		9/15/09	9.18	4,189,785.94
TOTAL	5,458,577.70	1,805.58	5,590,334.26						0.00	29,188,256.30	152,500.00		170,955.92	72,520,155.44
ROAD AND BRIDGE	24,346.27	7.87	24,354.14							10,295,413.20		7/27/09	7.87	17,551,575.70
CO'S & BOND														
2007 PARK BONDS														
2007 ROAD BONDS														
GLOBAL MARKETS										13,054,475.00		5/13/10	1,057.30	2,448,008.74
REPURCHASE													1,481.87	15,907,975.29
C O SERIES 2006														
CO 2000	264,808.84	59.37	3,807.67							105,425,000.00		12/15/10	6,043.38	105,425,000.00
GF BOND 01	3,990.28	1.30	3,991.58							14,035,345.14		7/13/09	59.37	27,668,304.10
GF BOND 02									257,694.20	6,013,890.70		7/13/09	10,533.58	30,309,785.16
LT NOTES 02B	3,600.50	1.17	3,601.67										6.24	15,327.44
PARKS LIMITED TAX BONDS 2009									4,331,245.75	4,332,560.48			1,314.73	4,332,560.48
PASS THROUGH TOLL T BOND 2008														
TOTAL	272,397.62	61.84	11,400.92							138,528,510.84	0.00		27,803.24	62,414,346.15
2008 TAN	97,240.52	31.48	97,272.00						4,588,939.95	4,590,332.90			48,305.49	248,525,123.03
COUNTY BENEFITS	13,093.03	4.24	13,097.27							4,888,186.67		9/18/09	2,071.74	9,886,393.58
DEBT SERVICE	482,685.70	156.27	482,841.97										719.07	1,568,976.28
DEBT SVS CDARS													47,119.26	39,449,035.05
SE ROAD DIST	17,757.70	5.76	17,763.46							6,000,000.00		9/6/09		6,000,000.00
SW ROAD DIST	875,459.77	263.47	875,743.24										5.76	17,763.46
WC SHAS FUND													263.47	875,743.24
TOTALS	7,241,558.31	2,357.49	7,112,857.26						4,588,939.95	1,392.95	4,590,332.90		272,800.43	357,794,829.28
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK														
JUNE 2009 FY 2009 INTEREST RATE 0.435%														
<i>William L. Wood</i>														
William L. Wood														
Williamson County Treasurer														
Date: 7-17-09														

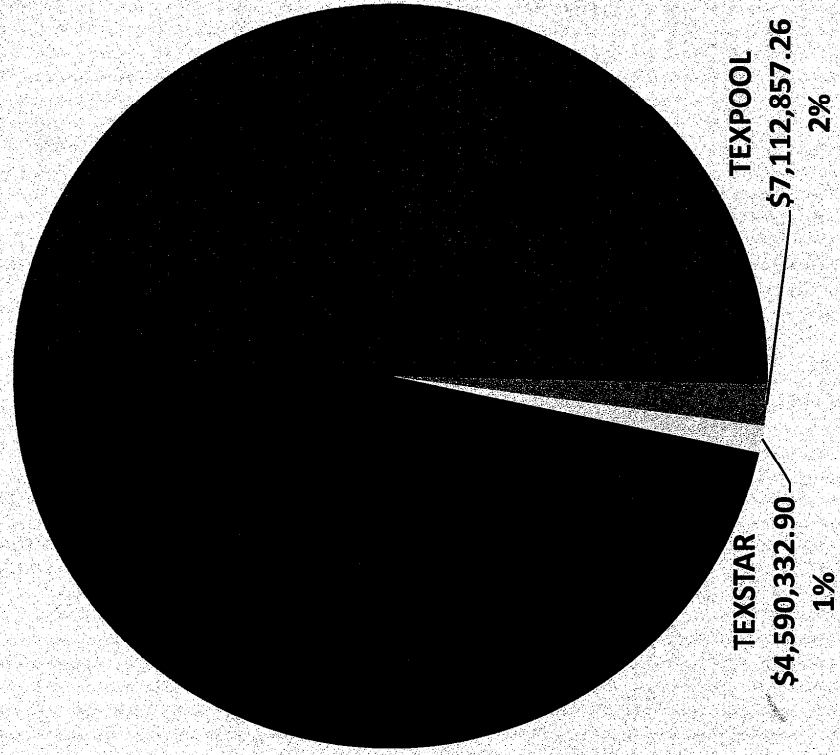
NON-COUNTY INVESTMENT JUNE 2009

FY 2009

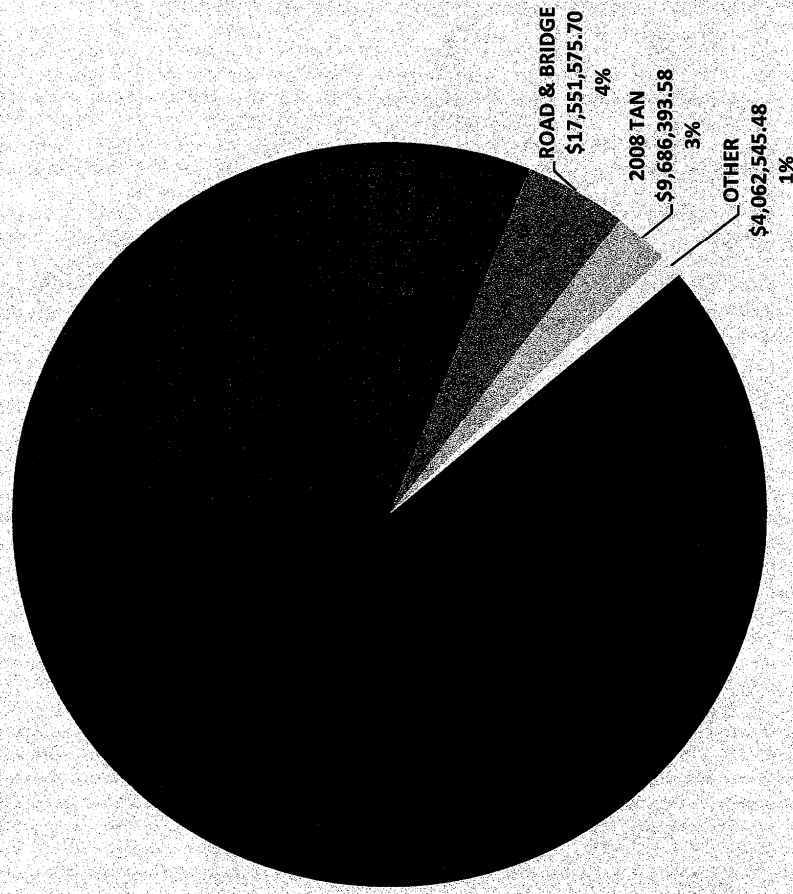
INTEREST RATE: TEXPOOL PRIME 0.525% --- TEXPOOL 0.3939% --- TEXSTAR 0.3693%

ACCOUNT NAME	FUND	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
		BALANCE 6/30/09	TOTAL INTEREST	BALANCE 6/30/09	BALANCE 6/30/09	TOTAL INTEREST	BALANCE 6/30/09	BALANCE 6/30/09	TOTAL INTEREST	BALANCE 6/30/09	TOTAL BALANCE IN ACCOUNT AS OF 6/30/09	INTEREST EARNED TO MATURITY	EARLIEST MATURITY DATE		
ARR DIST 1 CONST	19	44,199.92	14.32	44,214.24										14.32	44,214.24
CITIES HEALTH DIST	2	76,084.24	24.63	76,108.87										677.44	1,589,535.49
CO DISTRICT CLERK	-	830,442.90	231.94	831,659.74										231.94	681,659.74
COUNTY CLERK	-	1,575,736.35	496.05	1,539,683.14										496.05	1,539,683.14
CSCD	25	1,300,438.11	521.87	1,800,959.98										521.87	1,800,959.98
DA DRUG FUND	8	122,056.94	39.53	122,135.47										39.53	122,135.47
DISTRICT ATTORNEY	-	200,402.88	50.61	155,178.41										50.61	155,178.41
MEDICAL	205	102,014.63	49.23	152,063.86										49.23	152,063.86
SHERIFF'S DRUG FUND	96	352,296.98	114.07	352,411.05										114.07	352,411.05
SHERIFF COMMISSARY	206	502,234.29	162.62	502,396.91										162.62	502,396.91
WC SCHOOL FUND	23				157.26	0.04	230.88							0.04	230.88
TOTALS		5,105,946.24	1,704.87	5,426,811.67	1,512,931.07	652.85	1,513,717.50							2,357.72	6,940,528.17
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK															
JUNE 2009 FY 2009 INTEREST RATE 0.435%															
<i>William L. Wood</i>															
Vivian L. Wood															
Williamson County Treasurer															
Date: 4-17-09															

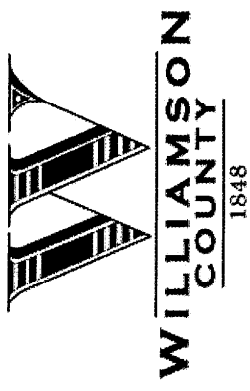
**FY 2009 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF JUNE 30, 2009**



**FY 2009 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF JUNE 30, 2009**



County Benefits, WC SH45 Fund, SE Road District and SW Road District represent less than 1% of the grand total and are grouped in the "OTHER" category.



**Investment Portfolio Summary
For the Quarter Ended
June 30, 2009**

Prepared By

 **First Southwest Asset Management**

Williamson County

**Quarterly Investment Report
Investment Officers' Certification
For the Quarter Ended
June 30, 2009**

This report is prepared for Williamson County (the "County") in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the County's investment officers and includes the disclosures required in the PFIA. Market prices were obtained from independent pricing sources, including Interactive Data Corporation and Bloomberg L.P.

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

William L. Howard

Williamson County Treasurer

July 21, 2009

Williamson County
FIXED INCOME DISTRIBUTION
June 30, 2009

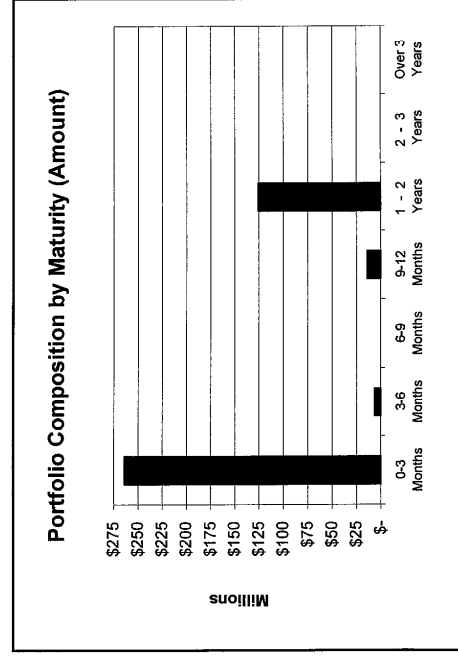
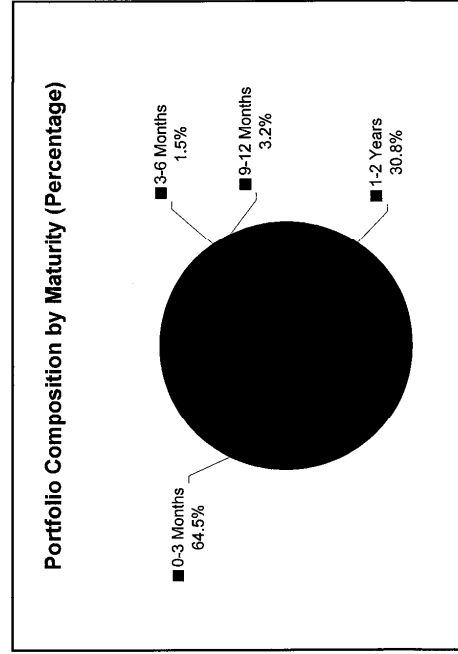
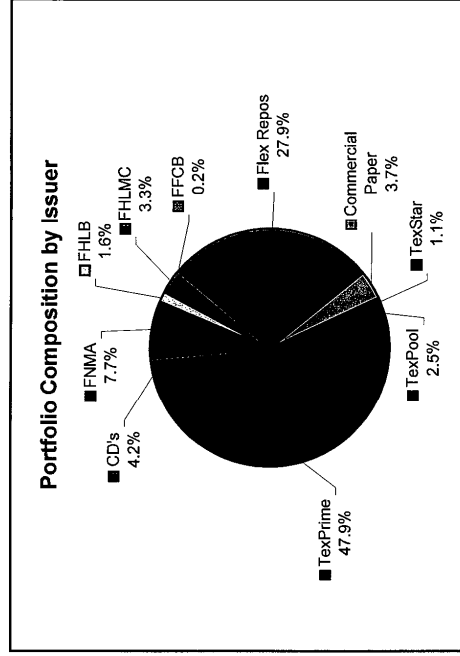
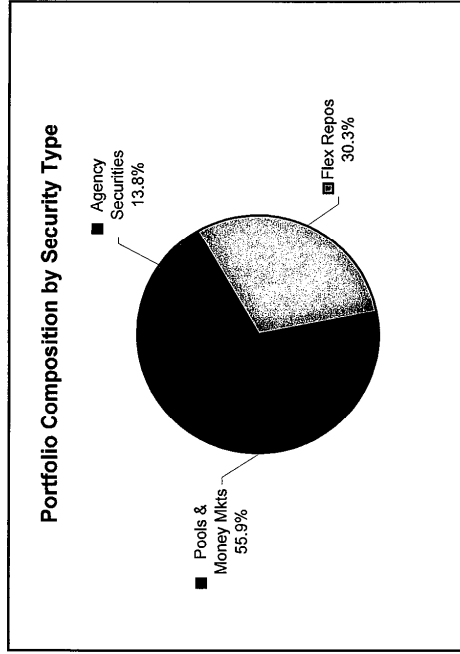
Summary Information

Totals		Weighted Averages		
Par Value	408,267,225.01	Average YTM	1.935	
Market Value	408,650,083.76	Average Maturity (yrs)	0.5	
Adjusted Cost	408,503,548.18	Average Coupon (%)	2.175	
Net Gain/Loss	146,535.58	Average Duration	0.5	
Annual Income	8,868,828.76			
Number of Issues	19			

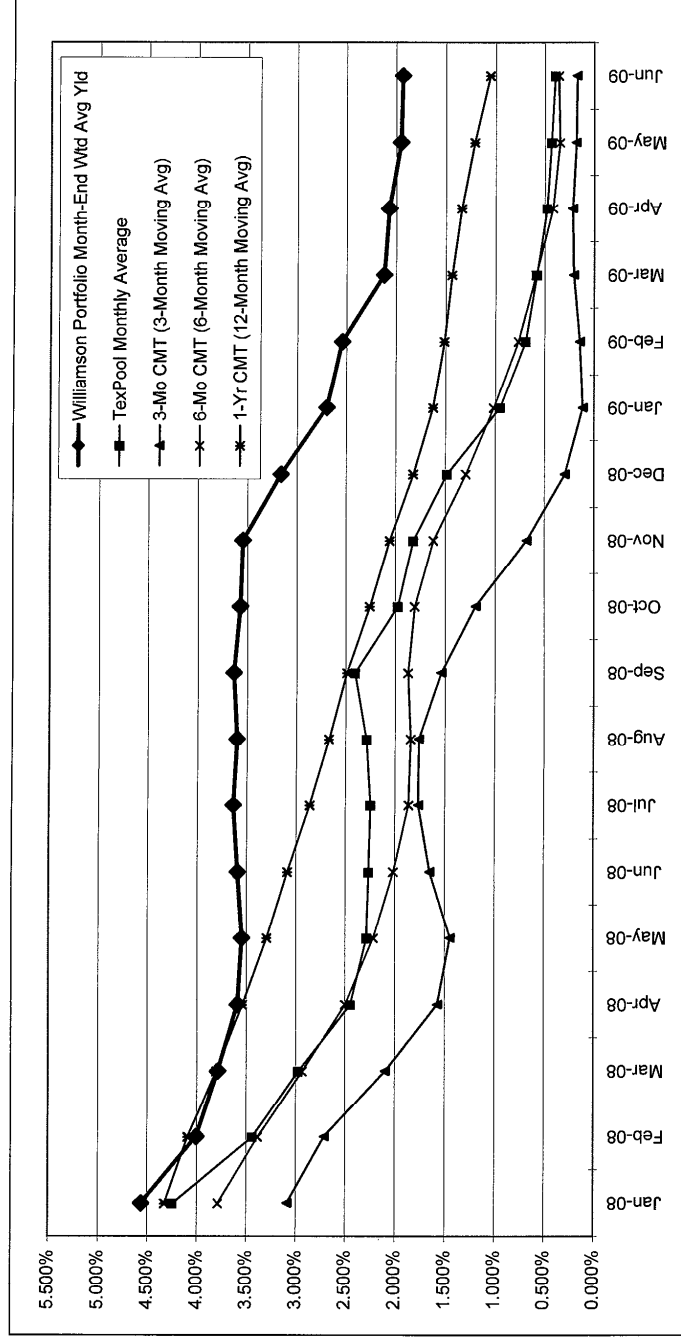
Distribution by Maturity

Maturity	Number	Mkt Value	% Bond Holdings	Average		
				Y T M	Coupon	Duration
0 - 3 Months	13	263,666,004.66	64.5	0.725	1.141%	0.028
3 - 6 Months	1	5,995,200.00	1.5	2.134	0.000%	0.342
9 - 12 Months	5	13,241,250.00	3.2	1.195	1.486%	0.852
1 - 2 Years	4	125,747,629.10	30.8	4.544	4.520%	1.369

Williamson County
Portfolio Composition
June 30, 2009



Williamson County
Benchmark Comparison
June 30, 2009



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

Williamson County
DETAIL OF SECURITY HOLDINGS
As of June 30, 2009

Security Description	Security CUSIP	Coupon	Settlement Date	Maturity Date	Next Call Date	Par Value	Purchase Price	Cost	Book Value	Market Price	Market Value	Accrued Interest	Days to Maturity	Days to Next Call	Yield to Maturity	Yield to Next Call
'07 Park Limited -06 TexPool Prime	texprime	0.615				2,448,008.74	100.000	2,448,008.74	2,448,008.74	100.000	2,448,008.74	0.00	1		0.615	
		0.615				2,448,008.74	100.000	2,448,008.74	2,448,008.74	100.000	2,448,008.74	0.00	1		0.615	
'07 Road Unlimited -06 TexPool Prime FHLB FHLMC	texprime 3133XTIN9 3128X8QY1	0.615				2,853,504.29	100.000	2,853,504.29	2,853,504.29	100.000	2,853,504.29	0.00	1		0.615	
		1.250	04-27-09	10-14-10		5,000,000.00	100.245	5,012,250.00	5,010,560.97	100.656	5,032,812.50	13,368.06	471		1.081	
		1.550	04-27-09	12-15-10		5,000,000.00	100.597	5,029,850.00	5,026,597.60	100.940	5,047,015.00	3,444.44	553		1.180	
		1.226				12,853,504.29	100.328	12,895,604.29	12,890,862.86	100.622	12,953,331.79	16,812.50	391		1.016	
2008 TAN-Compass TexPool TexPool Prime FNMA Disc Note	texpool texprime 313589LW1	0.433				97,272.00	100.000	97,272.00	97,272.00	100.000	97,272.00	0.00	1		0.433	
		0.615				4,729,954.91	100.000	4,729,954.91	4,729,954.91	100.000	4,729,954.91	0.00	1		0.615	
		0.000	10-15-08	09-18-09		5,000,000.00	97.183	4,859,165.67	4,967,083.33	99.970	4,998,300.00	0.00	80		3.130	
		0.301				9,827,226.91	98.572	9,886,393.58	9,794,310.24	99.985	9,825,726.91	0.00	41		1.889	
2009 Parks Limited TexSTAR	texstar	0.446				4,332,560.48	100.000	4,332,560.48	4,332,560.48	100.000	4,332,560.48	0.00	1		0.446	
		0.446				4,332,560.48	100.000	4,332,560.48	4,332,560.48	100.000	4,332,560.48	0.00	1		0.446	
CC Records Archive CDARS	0000340475	1.730	05-07-09	05-07-10		1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	2,606.85	311		1.734	
		1.730				1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	2,606.85	311		1.734	
CO's and Bonds TexSTAR TexPool TexPool Prime	texstar texpool texprime	0.446				257,772.42	100.000	257,772.42	257,772.42	100.000	257,772.42	0.00	1		0.446	
		0.433				11,400.92	100.000	11,400.92	11,400.92	100.000	11,400.92	0.00	1		0.433	
		0.615				24,046,060.23	100.000	24,046,060.23	24,046,060.23	100.000	24,046,060.23	0.00	1		0.615	
		0.613				24,315,233.57	100.000	24,315,233.57	24,315,233.57	100.000	24,315,233.57	0.00	1		0.613	
Combination Tax & Revenue Series 2006 CO TexPool Prime FNMA FHLAC Disc Note CDARS	2006 CO texprime 313984FA5 313597N74 100723051	0.615				13,632,958.96	100.000	13,632,958.96	13,632,958.96	100.000	13,632,958.96	0.00	1		0.615	
		5.125	10-08-08	07-13-09		3,000,000.00	101.909	3,095,450.00	3,004,120.14	100.156	3,007,812.50	119,583.53	13		2.580	
		0.000	11-14-08	11-02-09		6,000,000.00	97.990	5,875,591.67	5,957,653.53	99.920	5,995,200.00	0.00	125		2.121	
		1.150	05-14-09	05-15-10		3,000,000.00	100.000	3,000,000.00	3,000,000.00	100.000	3,000,000.00	4,556.99	317		1.150	
		1.358				27,632,958.96	99.912	27,607,800.63	27,594,712.44	100.011	27,635,971.46	124,120.32	64		1.355	
County Benefits Program TexPool TexPool Prime	texpool texprime	0.433				13,097.27	100.000	13,097.27	13,097.27	100.000	13,097.27	0.00	1		0.433	
		0.615				1,655,879.01	100.000	1,655,879.01	1,655,879.01	100.000	1,655,879.01	0.00	1		0.615	
Debt Service Fund TexPool TexPool Prime CDARS	texpool texprime 1006208718	0.614				1,668,976.28	100.000	1,668,976.28	1,668,976.28	100.000	1,668,976.28	0.00	1		0.614	
		0.433				482,841.97	100.000	482,841.97	482,841.97	100.000	482,841.97	0.00	1		0.433	
		0.615				38,966,194.08	100.000	38,966,194.08	38,966,194.08	100.000	38,966,194.08	0.00	1		0.615	
		1.084	02-05-09	08-06-09		6,000,000.00	100.000	6,000,000.00	6,000,000.00	100.000	6,000,000.00	26,018.88	37		1.084	
GF Bond 01 FNMA GE Capital Corp CP TLGP (FDIC)	313984FA5 36161CUT7	0.675				45,449,036.05	100.000	45,449,036.05	45,449,036.05	100.000	45,449,036.05	26,018.88	6		0.675	
		5.125	10-08-08	07-13-09		1,000,000.00	101.909	1,019,090.00	1,000,824.03	100.156	1,001,562.50	23,916.67	13		2.580	
		0.000	01-28-09	07-27-09		5,000,000.00	99.650	4,982,500.00	4,997,472.22	99.982	4,999,100.00	0.00	27		0.712	
		0.855				6,000,000.00	100.027	6,001,590.00	5,998,296.25	100.311	6,000,662.50	23,916.67	25		1.024	

Williamson County
DETAIL OF SECURITY HOLDINGS
As of June 30, 2009

Security Description	Security CUSIP	Coupon	Settlement Date	Maturity Date	Next Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Market Price	Market Value	Accrued Interest	Days to Maturity	Days to Next Call	Yield to Maturity	Yield to Next Call
General Fund																
TexPool	texpool	0.433				34,456.45	100.000	34,456.45	34,456.45	100.000	34,456.45	0.00	1		0.433	
TexPool Prime	texprime	0.615				36,847,088.30	100.000	36,847,088.30	36,847,088.30	100.000	36,847,088.30	0.00	1		0.615	
GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	01-28-09	07-27-09		5,000,000.00	99.650	4,982,500.00	4,997,472.22	99.982	4,999,100.00	0.00	27		0.712	
FNMA	31359MEY5	6.625	03-02-09	09-15-09		15,000,000.00	103.185	15,477,750.00	15,184,309.64	101.281	15,192,187.50	292,604.17	77		0.663	
CDARS	1007231896	1.150	05-14-09	05-13-10		4,000,000.00	100.000	4,000,000.00	4,000,000.00	100.000	4,000,000.00	6,049.32	317		1.150	
		2.094				60,881,544.75	100.763	61,341,794.75	61,063,326.62	100.317	61,072,832.25	298,653.48	43		0.670	
Pass Toll Series 2009																
TexPool Prime	texprime	0.615				62,414,346.15	100.000	62,414,346.15	62,414,346.15	100.000	62,414,346.15	0.00	1		0.615	
		0.615				62,414,346.15	100.000	62,414,346.15	62,414,346.15	100.000	62,414,346.15	0.00	1		0.615	
Pooled Funds																
TexPool	texpool	0.433				8,501,763.68	100.000	8,501,763.68	8,501,763.68	100.000	8,501,763.68	0.00	1		0.433	
TexPool Prime	texprime	0.615				290.88	100.000	290.88	290.88	100.000	290.88	0.00	1		0.615	
		0.433				8,502,054.56	100.000	8,502,054.56	8,502,054.56	100.000	8,502,054.56	0.00	1		0.433	
Road and Bridge General																
TexPool	texpool	0.433				24,354.14	100.000	24,354.14	24,354.14	100.000	24,354.14	0.00	1		0.433	
TexPool Prime	texprime	0.615				7,231,808.36	100.000	7,231,808.36	7,231,808.36	100.000	7,231,808.36	0.00	1		0.615	
GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	01-28-09	07-27-09		5,000,000.00	99.650	4,982,500.00	4,997,472.22	99.982	4,999,100.00	0.00	27		0.712	
FNMA	31359MEY5	6.625	03-02-09	09-15-09		5,000,000.00	103.185	5,159,250.01	5,061,456.55	101.281	5,064,062.50	97,534.72	77		0.663	
		2.194				17,256,162.50	100.830	17,397,912.51	17,315,071.27	100.369	17,319,325.00	97,534.72	31		0.657	
Southeast Road District																
TexPool	texpool	0.433				17,763.46	100.000	17,763.46	17,763.46	100.000	17,763.46	0.00	1		0.433	
		0.433				17,763.46	100.000	17,763.46	17,763.46	100.000	17,763.46	0.00	1		0.433	
Southwest Road District																
TexPool	texpool	0.433				875,743.24	100.000	875,743.24	875,743.24	100.000	875,743.24	0.00	1		0.433	
		0.433				875,743.24	100.000	875,743.24	875,743.24	100.000	875,743.24	0.00	1		0.433	
State Hwy 45 Interest Fund																
FHLB	3133XTMB9	0.500	05-21-09	11-18-10	11-18-09	1,500,000.00	100.000	1,500,000.00	1,500,000.00	100.031	1,500,468.75	895.83	506	141	0.500	0.500
		0.500				1,500,000.00	100.000	1,500,000.00	1,500,000.00	100.031	1,500,468.75	895.83	506		0.500	
Tobacco Funds																
TexPool	texpool	0.433				28,345.64	100.000	28,345.64	28,345.64	100.000	28,345.64	0.00	1		0.433	
TexPool Prime	texprime	0.615				896,426.58	100.000	896,426.58	896,426.58	100.000	896,426.58	0.00	1		0.615	
FCB	31331GBL2	2.500	09-15-08	09-15-09		1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.469	1,004,687.50	7,361.11	77		2.500	
FHLMC	3137EABG3	2.875	03-02-09	04-30-10		2,200,000.00	101.981	2,243,582.00	2,231,140.90	101.875	2,241,250.00	10,117.36	304		1.152	
		2.281				4,124,772.22	101.064	4,168,354.22	4,155,913.12	101.119	4,170,709.72	18,078.47	182		1.356	
Unlimited Tax Road Bonds - Series 2007																
CDARS	1007231993	1.150	05-14-09	05-13-10		3,000,000.00	100.000	3,000,000.00	3,000,000.00	100.000	3,000,000.00	4,536.99	317		1.150	
FLEX-CITIGROUP	WILL-WF	4.848	10-12-07	12-15-10		114,167,332.85	100.000	114,167,332.85	114,167,332.85	100.000	114,167,332.85	0.00	533		4.897	
		4.753				117,167,332.85	100.000	117,167,332.85	117,167,332.85	100.000	117,167,332.85	4,536.99	527		4.801	
GRAND TOTAL		2.175				408,267,225.01	100.131	408,790,503.36	408,503,548.18	100.095	408,650,083.76	613,174.71	182		1.935	

Williamson County
CHANGE IN VALUE
From 03-31-09 To 06-30-09

Security Description	CUSIP	Coupon	Maturity Date	03-31-09 Book Value	03-31-09 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	06-30-09 Book Value	06-30-09 Market Value
'07 Park Limited - 06											
TexPool Prime	texprime	0.525		2,497,444.89	2,497,444.89	1,185.30	-50,621.45	3,747.66	0.00	2,448,008.74	2,448,008.74
				2,497,444.89	2,497,444.89	1,185.30	-50,621.45	3,747.66	0.00	2,448,008.74	2,448,008.74
'07 Road Unlimited - 06											
TexPool Prime	texprime	0.525		9,227,028.98	9,227,028.98	806,174.29	-7,179,698.98	8,309.17	0.00	2,853,504.29	2,853,504.29
FHLB	3133XXLY9	4.750	04-24-09	5,006,812.88	5,014,062.50	0.00	-5,118,750.00	0.00	0.00	0.00	0.00
FHLB	3133XTHN9	1.250	10-14-10	0.00	0.00	5,014,066.94	0.00	0.00	13,368.06	5,010,760.97	5,032,812.50
FHLMC	3128XQY1	1.550	12-15-10	0.00	0.00	5,039,968.06	0.00	40,902.78	3,444.44	5,026,597.60	5,047,015.00
				14,233,841.86	14,241,091.48	10,860,649.29	-12,298,448.98	49,211.95	16,812.50	12,890,862.86	12,933,331.79
2008 TAN-Compass											
TexPool	texpool	0.394		97,166.78	97,166.78	105.22	0.00	105.22	0.00	97,272.00	97,272.00
TexPool Prime	texprime	0.525		5,022,623.36	5,022,623.36	4,833.79	-297,502.24	7,331.25	0.00	4,729,954.91	4,729,954.91
FNMA Disc Note	313589LW1	0.000	09-18-09	4,929,166.67	4,992,300.00	0.00	0.00	0.00	0.00	4,967,083.33	4,998,500.00
				10,048,956.81	10,112,290.14	4,939.01	-297,502.24	7,436.77	0.00	9,794,310.24	9,835,726.91
2009 Parks Limited											
TexSTAR	texstar	0.369		4,327,832.04	4,327,832.04	4,728.44	0.00	4,728.44	0.00	4,332,560.48	4,332,560.48
				4,327,832.04	4,327,832.04	4,728.44	0.00	4,728.44	0.00	4,332,560.48	4,332,560.48
CC Records Archive											
FHLB	3133XQZA3	2.480	05-07-09	999,600.15	1,001,875.00	0.00	-1,024,800.00	0.00	0.00	0.00	0.00
CDARS	0000340475	1.730	05-07-10	0.00	0.00	1,000,000.00	0.00	0.00	2,606.85	1,000,000.00	1,000,000.00
				999,600.15	1,001,875.00	1,000,000.00	-1,024,800.00	0.00	2,606.85	1,000,000.00	1,000,000.00
CO's and Bonds											
TexPool	texpool	0.394		340,193.09	340,193.09	0.00	-328,792.17	297.41	0.00	11,400.92	11,400.92
TexPool Prime	texprime	0.525		19,237,298.96	19,237,298.96	5,146,888.17	-338,126.90	34,556.33	0.00	24,046,060.23	24,046,060.23
TexSTAR	texstar	0.369		257,491.10	257,491.10	281.32	0.00	281.32	0.00	257,772.42	257,772.42
				19,834,983.15	19,834,983.15	5,147,169.49	-666,919.07	35,135.06	0.00	24,315,233.57	24,315,233.57
Combination Tax & Revenue Series 2006 CO											
TexPool Prime	texprime	0.525		15,036,697.37	15,036,697.37	0.00	-1,403,738.41	21,897.60	0.00	13,632,958.96	13,632,958.96
FHLB	3133XRA75	2.375	05-13-09	2,418,627.10	2,425,293.25	0.00	-2,448,737.50	0.00	0.00	0.00	0.00
FNMA	31388AF45	5.125	07-13-09	5,035,364.57	5,065,625.00	0.00	0.00	0.00	119,583.33	5,004,120.14	5,007,812.50
FHLMC Disc Note	31339NT14	0.000	11-02-09	5,926,841.67	5,985,600.00	0.00	0.00	0.00	0.00	5,957,633.33	5,995,200.00
CDARS	1007232051	1.150	05-13-10	0.00	0.00	3,000,000.00	0.00	0.00	4,536.99	3,000,000.00	3,000,000.00
				28,417,230.71	28,513,216.12	3,000,000.00	-3,852,475.91	21,897.60	124,120.32	27,594,712.44	27,635,971.46
County Benefits Program											
TexPool	texpool	0.394		13,083.10	13,083.10	14.17	0.00	14.17	0.00	13,097.27	13,097.27
TexPool Prime	texprime	0.525		2,149,613.35	2,149,613.35	0.00	-493,734.34	2,774.12	0.00	1,655,879.01	1,655,879.01
				2,162,696.45	2,162,696.45	14.17	-493,734.34	2,788.29	0.00	1,668,976.28	1,668,976.28
Debt Service Fund											
TexPool	texpool	0.394		482,319.64	482,319.64	522.33	0.00	522.33	0.00	482,841.97	482,841.97
TexPool Prime	texprime	0.525		35,987,648.20	35,987,648.20	2,978,545.88	-1,522,500.00	56,045.88	0.00	38,966,194.08	38,966,194.08
FHLB	3133XRP46	3.000	06-23-09	1,501,205.12	1,508,437.50	0.00	0.00	0.00	0.00	0.00	0.00
CDARS	1006208718	1.084	08-06-09	6,000,000.00	6,000,000.00	0.00	0.00	0.00	26,018.88	6,000,000.00	6,000,000.00
				43,971,172.96	43,978,405.34	2,979,068.21	-1,522,500.00	56,568.21	26,018.88	45,449,036.05	45,449,036.05

Williamson County
CHANGE IN VALUE
From 03-31-09 To 06-30-09

Security Description	CUSIP	Coupon	Maturity Date	03-31-09 Book Value	03-31-09 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	06-30-09 Book Value	06-30-09 Market Value
GP Bond 01											
FHLB	3133XKLY9	4.750	04-24-09	5,006,812.88	5,014,062.50	0.00	-5,118,750.00	0.00	0.00	0.00	0.00
FNMA	31398AFAS	5.125	07-13-09	1,007,072.91	1,013,125.00	0.00	0.00	0.00	23,916.67	1,001,824.03	1,001,562.50
GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09	4,988,625.00	4,995,085.00	0.00	0.00	0.00	0.00	4,997,472.22	4,999,100.00
				11,002,510.79	11,022,272.50	0.00	-5,118,750.00	0.00	23,916.67	5,998,296.25	6,000,662.50
General Fund											
TexPool	texpool	0.394		34,199.29	34,199.29	257.16	0.00	37.23	0.00	34,456.45	34,456.45
TexPrime	texprime	0.525		44,712,943.08	44,712,943.08	3,018,467.81	-10,884,322.59	57,895.22	0.00	36,847,088.30	36,847,088.30
FHLB	313397GB1	0.000	05-26-09	4,978,458.33	4,998,500.00	0.00	-5,000,000.00	0.00	0.00	0.00	0.00
FNMA Disc Note	313589GE7	0.000	05-29-09	4,977,283.33	4,998,500.00	0.00	-5,000,000.00	0.00	0.00	0.00	0.00
FHLB	3133XRLH1	3.050	06-30-09	5,000,000.00	5,031,250.00	0.00	-5,076,250.00	0.00	0.00	0.00	0.00
GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09	4,988,625.00	4,995,085.00	0.00	0.00	0.00	0.00	4,997,472.22	4,999,100.00
FNMA	31359MEY5	6.625	09-15-09	15,404,996.19	15,389,062.50	0.00	0.00	0.00	292,604.17	15,184,309.64	15,192,187.50
CDARS	1007231896	1.150	05-13-10	0.00	0.00	4,000,000.00	0.00	0.00	6,049.32	4,000,000.00	4,000,000.00
				80,096,505.23	80,159,539.87	7,018,724.97	-25,960,572.59	57,932.45	298,653.48	61,063,326.62	61,072,832.25
Pass Toll Series 2009											
TexPool Prime	texprime	0.525		69,388,718.14	69,388,718.14	0.00	-6,974,371.99	100,785.22	0.00	62,414,346.15	62,414,346.15
				69,388,718.14	69,388,718.14	0.00	-6,974,371.99	100,785.22	0.00	62,414,346.15	62,414,346.15
Pooled Funds											
TexPool	texpool	0.394		8,634,837.62	8,634,837.62	682,621.85	-815,695.79	8,875.73	0.00	8,501,763.68	8,501,763.68
TexPrime	texprime	0.525		157,17	157,17	133.71	0.00	0.13	0.00	290.88	290.88
FHLB	3137EAAE9	5.250	05-21-09	1,505,335.40	1,509,375.00	0.00	-1,539,375.00	0.00	0.00	0.00	0.00
				10,140,330.19	10,144,369.79	682,755.56	-2,355,070.79	8,875.86	0.00	8,502,054.56	8,502,054.56
Road and Bridge General											
TexPool	texpool	0.394		24,327.76	24,327.76	26.38	0.00	26.38	0.00	24,354.14	24,354.14
TexPrime	texprime	0.525		8,580,197.81	8,580,197.81	843,791.41	-2,192,180.86	12,300.55	0.00	7,231,808.36	7,231,808.36
FHLB	3133XKLY9	4.750	04-24-09	2,002,725.15	2,005,625.00	0.00	-2,047,500.00	0.00	0.00	0.00	0.00
GE Capital Corp CP TLGP (FDIC)	36161CUT7	0.000	07-27-09	4,988,625.00	4,995,085.00	0.00	0.00	0.00	0.00	4,997,472.22	4,999,100.00
FNMA	31359MEY5	6.625	09-15-09	5,134,998.74	5,129,687.50	0.00	0.00	0.00	97,534.72	5,061,436.55	5,064,062.50
				20,730,874.46	20,734,923.07	843,817.79	-4,239,680.86	12,326.93	97,534.72	17,315,071.27	17,319,325.00
Southeast Road District											
TexPool	texpool	0.394		17,382.50	17,382.50	380.96	0.00	19.01	0.00	17,763.46	17,763.46
				17,382.50	17,382.50	380.96	0.00	19.01	0.00	17,763.46	17,763.46
Southwest Road District											
TexPool	texpool	0.394		874,795.83	874,795.83	947.41	0.00	947.41	0.00	875,743.24	875,743.24
				874,795.83	874,795.83	947.41	0.00	947.41	0.00	875,743.24	875,743.24
State Hwy 45 Interest Fund											
FHLB	3133XTMB9	0.500	11-18-10	0.00	0.00	1,500,062.50	0.00	0.00	895.83	1,500,000.00	1,500,468.75
				0.00	0.00	1,500,062.50	0.00	0.00	895.83	1,500,000.00	1,500,468.75
Tobacco Funds											
TexPool	texpool	0.394		28,314.95	28,314.95	30.69	0.00	30.69	0.00	28,345.64	28,345.64
TexPrime	texprime	0.525		295,374.22	295,374.22	601,052.36	0.00	1,052.36	0.00	896,426.58	896,426.58

Williamson County
CHANGE IN VALUE
From 03-31-09 To 06-30-09

Security Description	CUSIP	Coupon	Maturity Date	03-31-09 Book Value	03-31-09 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	06-30-09 Book Value	06-30-09 Market Value
FFCB	31331GBL2	2.500	09-15-09	1,000,000.00	1,008,437.50	0.00	0.00	0.00	7,361.11	1,000,000.00	1,004,687.50
FHLMC	3137EABG3	2.875	04-30-10	2,240,497.43	2,241,250.00	0.00	0.00	31,625.00	10,717.36	2,231,140.90	2,241,250.00
				3,564,186.60	3,573,376.67	601,083.05	0.00	32,708.05	18,078.47	4,155,913.12	4,170,709.72
Unlimited Tax Road Bonds - Series 2007											
CDARS	1007231993	1.150	05-13-10	0.00	0.00	3,000,000.00	0.00	0.00	4,536.99	3,000,000.00	3,000,000.00
FLEX-CITIGROUP	WILL-WF	4.848	12-15-10	121,893,926.01	121,893,926.01	1,273,406.84	-9,000,000.00	1,273,406.84	0.00	114,167,332.85	114,167,332.85
				121,893,926.01	121,893,926.01	4,273,406.84	-9,000,000.00	1,273,406.84	4,536.99	117,167,332.85	117,167,332.85
GRAND TOTAL				444,202,988.77	444,479,138.99	37,918,932.99	-73,855,448.22	1,668,515.75	613,174.71	408,503,548.18	408,650,083.76

Williamson County
Debt Service Fund
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
06-23-09	MATURITIES							
	FHLB	3133XRP46	3.000	06-23-09		1,500,000	100.000	1,500,000.00
	Accrued Interest							22,500.00
								<u>1,522,500.00</u>

Williamson County
General Fund
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
05-14-09	CDARS	1007231896	1.150	05-13-10		4,000,000	100.000	4,000,000.00
								4,000,000.00
MATURITIES								
05-26-09	FHLMC Disc Note	313397GB1	0.000	05-26-09		5,000,000	100.000	5,000,000.00
05-29-09	FNMA Disc Note	313589GE7	0.000	05-29-09		5,000,000	100.000	5,000,000.00
06-30-09	FHLB	3133XRLH1	3.050	06-30-09		5,000,000	100.000	5,000,000.00
	Accrued Interest							76,250.00
								15,076,250.00

Williamson County
GF Bond 01
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
04-24-09	PHLB Accrued Interest	3133XKLY9	4.750	04-24-09		5,000,000	100.000	5,000,000.00
								118,750.00
								<u>5,118,750.00</u>

MATURITIES

Williamson County
Pooled Funds
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
05-21-09	MATURITIES							
	PHLMC	3137EAAE9	5.250	05-21-09		1,500,000	100.000	1,500,000.00
	Accrued Interest							39,375.00
								<u>1,539,375.00</u>

Williamson County
Road and Bridge General
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
MATURITIES 04-24-09	FHLB Accrued Interest	3133XKLY9	4.750	04-24-09		2,000,000	100.000	2,000,000.00
								47,500.00
								<u>2,047,500.00</u>

Williamson County
'07 Road Unlimited - 06
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
04-27-09	FHLMC Accrued Interest	3128X8QY1	1.550	12-15-10		5,000,000	100.597	5,029,850.00
04-27-09	FHLB Accrued Interest	3133XTHN9	1.250	10-14-10		5,000,000	100.245	10,118.06
								5,012,250.00
								2,256.94
								10,054,475.00
MATURITIES								
04-24-09	FHLB Accrued Interest	3133XKLY9	4.750	04-24-09		5,000,000	100.000	5,000,000.00
								118,750.00
								5,118,750.00

Williamson County
Combination Tax & Revenue Series 2006 CO
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
05-14-09	CDARS	1007232051	1.150	05-13-10		3,000,000	100.000	3,000,000.00
								<u>3,000,000.00</u>
MATURITIES								
05-13-09	FHLB Accrued Interest	3133XRA75	2.375	05-13-09		2,420,000	100.000	2,420,000.00
								<u>28,737.50</u>
								<u>2,448,737.50</u>

Williamson County
Unlimited Tax Road Bonds - Series 2007
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
04-01-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		416,237.28	100.000	416,237.28
05-01-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		432,060.65	100.000	432,060.65
05-14-09	CDARS	1007231993	1.150	05-13-10		3,000,000.00	100.000	3,000,000.00
06-01-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		425,108.91	100.000	425,108.91
						<u>4,273,406.84</u>		
SALES								
05-15-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		4,500,000.00	100.000	4,500,000.00
06-15-09	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		4,500,000.00	100.000	4,500,000.00
						<u>9,000,000.00</u>		

Williamson County
CC Records Archive
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
05-07-09	CDARS	0000340475	1.730	05-07-10		1,000,000	100.000	1,000,000.00
								1,000,000.00
MATURITIES								
05-07-09	FHLB Accrued Interest	3133XQZA3	2.480	05-07-09		1,000,000	100.000	1,000,000.00
								24,800.00
								1,024,800.00

Williamson County
State Hwy 45 Interest Fund
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
05-21-09	PHLB	3133XTMB9	0.500	11-18-10	11-18-09	1,500,000	100.000	1,500,000.00
	Accrued Interest							62.50
								<u>1,500,062.50</u>

Williamson County
EARNED INCOME
From 03-31-09 To 06-30-09

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
'07 Park Limited - 06								
TexPool Prime (texprime)	0.00	0.00	0.00	3,747.66	3,747.66	0.00	0.00	3,747.66
	0.00	0.00	0.00	3,747.66	3,747.66	0.00	0.00	3,747.66
'07 Road Unlimited - 06								
TexPool Prime (texprime)	0.00	0.00	0.00	8,309.17	8,309.17	0.00	0.00	8,309.17
FHLB 4.750% Due 04-24-09 (3133xty9)	103,576.39	0.00	118,750.00	0.00	15,173.61	0.00	-6,812.88	8,360.73
FHLB 1.250% Due 10-14-10 (3133xthn9)	0.00	2,256.94	0.00	0.00	11,111.12	13,368.06	-1,489.03	9,622.09
FHLMC 1.550% Due 12-15-10 (3128x8oy1)	0.00	10,118.06	0.00	40,902.78	34,229.16	3,444.44	-3,252.40	30,976.76
	103,576.39	12,375.00	118,750.00	49,211.95	68,823.06	16,812.50	-11,554.31	57,268.75
2008 TAN-Compass								
TexPool (texpool)	0.00	0.00	0.00	105.22	105.22	0.00	0.00	105.22
TexPool Prime (texprime)	0.00	0.00	0.00	7,331.55	7,331.55	0.00	0.00	7,331.55
FNMA Disc Note 0.000% Due 09-18-09 (313589w1)	0.00	0.00	0.00	0.00	0.00	0.00	37,916.67	37,916.67
	0.00	0.00	0.00	7,436.77	7,436.77	0.00	37,916.67	45,353.44
2009 Parks Limited								
TexSTAR (texstar)	0.00	0.00	0.00	4,728.44	4,728.44	0.00	0.00	4,728.44
	0.00	0.00	0.00	4,728.44	4,728.44	0.00	0.00	4,728.44
CC Records Archive								
FHLB 2.480% Due 05-07-09 (3133xqz3)	22,320.00	0.00	24,800.00	0.00	2,480.00	0.00	399.85	2,879.85
CDARS 1.730% Due 05-07-10 (0000340475)	0.00	0.00	0.00	0.00	2,606.85	2,606.85	0.00	2,606.85
	22,320.00	0.00	24,800.00	0.00	5,086.85	2,606.85	399.85	5,486.70
CO's and Bonds								
TexSTAR (texstar)	0.00	0.00	0.00	281.32	281.32	0.00	0.00	281.32
TexPool (texpool)	0.00	0.00	0.00	297.41	297.41	0.00	0.00	297.41
TexPool Prime (texprime)	0.00	0.00	0.00	34,556.33	34,556.33	0.00	0.00	34,556.33
	0.00	0.00	0.00	35,135.06	35,135.06	0.00	0.00	35,135.06
Combination Tax & Revenue Series 2006 CO								
TexPool Prime (texprime)	0.00	0.00	0.00	21,897.60	21,897.60	0.00	0.00	21,897.60
FHLB 2.375% Due 05-13-09 (3133xat75)	22,032.08	0.00	28,737.50	0.00	6,705.42	0.00	1,372.90	8,078.32
FNMA 5.125% Due 07-13-09 (31398at5)	55,520.83	0.00	0.00	0.00	64,062.50	119,583.33	-31,244.42	32,818.08
FHLMC Disc Note 0.000% Due 11-02-09 (313397m4)	0.00	0.00	0.00	0.00	0.00	0.00	31,091.67	31,091.67
CDARS 1.150% Due 05-13-10 (1007232051)	0.00	0.00	0.00	0.00	4,536.99	4,536.99	0.00	4,536.99
	77,552.92	0.00	28,737.50	21,897.60	97,202.50	124,120.32	1,220.14	98,422.64
County Benefits Program								
TexPool (texpool)	0.00	0.00	0.00	14.17	14.17	0.00	0.00	14.17

Williamson County
EARNED INCOME
From 03-31-09 To 06-30-09

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
TexPool Prime (texprime)								
	0.00	0.00	0.00	2,774.12	2,774.12	0.00	0.00	2,774.12
	0.00	0.00	0.00	2,788.29	2,788.29	0.00	0.00	2,788.29
Debt Service Fund								
TexPool (texpool)	0.00	0.00	0.00	522.33	522.33	0.00	0.00	522.33
TexPool Prime (texprime)	0.00	0.00	0.00	56,045.88	56,045.88	0.00	0.00	56,045.88
FHLB 3.000% Due 06-23-09 (3133xrp46)	12,250.00	0.00	22,500.00	0.00	10,250.00	0.00	-1,205.12	9,044.88
CDARS 1.084% Due 08-06-09 (1006208718)	9,801.63	0.00	0.00	0.00	16,217.25	26,018.88	0.00	16,217.25
	22,051.63	0.00	22,500.00	56,568.21	83,035.46	26,018.88	-1,205.12	81,830.33
GF Bond01								
FHLB 4.750% Due 04-24-09 (3133x8ly9)	103,576.39	0.00	118,750.00	0.00	15,173.61	0.00	-6,812.88	8,360.73
FNMA 5.125% Due 07-13-09 (31398af5)	11,104.17	0.00	0.00	0.00	12,812.50	23,916.67	-6,248.88	6,563.62
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cu7)	0.00	0.00	0.00	0.00	0.00	0.00	8,847.22	8,847.22
	114,680.56	0.00	118,750.00	0.00	27,986.11	23,916.67	-4,214.54	23,771.57
General Fund								
TexPool (texpool)	0.00	0.00	0.00	37.23	37.23	0.00	0.00	37.23
TexPool Prime (texprime)	0.00	0.00	0.00	57,895.22	57,895.22	0.00	0.00	57,895.22
FHLMC Disc Note 0.000% Due 05-26-09 (313397gb1)	0.00	0.00	0.00	0.00	0.00	0.00	21,541.67	21,541.67
FNMA Disc Note 0.000% Due 05-29-09 (313589ge7)	0.00	0.00	0.00	0.00	0.00	0.00	22,716.67	22,716.67
FHLB 3.050% Due 06-30-09 (3133xrh1)	38,548.61	0.00	76,250.00	0.00	37,701.39	0.00	0.00	37,701.39
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cu7)	0.00	0.00	0.00	0.00	0.00	0.00	8,847.22	8,847.22
FNMA 6.625% Due 09-15-09 (31359mey5)	44,166.67	0.00	0.00	0.00	248,437.50	292,604.17	-220,686.55	27,750.95
CDARS 1.150% Due 05-13-10 (1007231896)	0.00	0.00	0.00	0.00	6,049.32	6,049.32	0.00	6,049.32
	82,715.28	0.00	76,250.00	57,932.45	350,120.65	298,653.48	-167,580.99	182,539.66
Pass Toll Series 2009								
TexPool Prime (texprime)	0.00	0.00	0.00	100,785.22	100,785.22	0.00	0.00	100,785.22
	0.00	0.00	0.00	100,785.22	100,785.22	0.00	0.00	100,785.22
Pooled Funds								
TexPool (texpool)	0.00	0.00	0.00	8,875.73	8,875.73	0.00	0.00	8,875.73
TexPool Prime (texprime)	0.00	0.00	0.00	0.13	0.13	0.00	0.00	0.13
FHLMC 5.250% Due 05-21-09 (3137eae9)	28,437.50	0.00	39,375.00	0.00	10,937.50	0.00	-5,335.40	5,602.10
	28,437.50	0.00	39,375.00	8,875.86	19,813.36	0.00	-5,335.40	14,477.96
Road and Bridge General								
TexPool (texpool)	0.00	0.00	0.00	26.38	26.38	0.00	0.00	26.38
TexPool Prime (texprime)	0.00	0.00	0.00	12,300.55	12,300.55	0.00	0.00	12,300.55
FHLB 4.750% Due 04-24-09 (3133x8ly9)	41,430.56	0.00	47,500.00	0.00	6,069.44	0.00	-2,725.15	3,344.29

Williamson County
EARNED INCOME
From 03-31-09 To 06-30-09

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cut7)	0.00	0.00	0.00	0.00	0.00	0.00	8,847.22	8,847.22
FNMA 6.625% Due 09-15-09 (31359mey5)	14,722.22	0.00	0.00	0.00	82,812.50	97,534.72	-73,562.19	9,250.31
	56,152.78	0.00	47,500.00	12,326.93	101,208.87	97,534.72	-67,440.12	33,768.76
Southeast Road District								
TexPool (texpool)	0.00	0.00	0.00	19.01	19.01	0.00	0.00	19.01
	0.00	0.00	0.00	19.01	19.01	0.00	0.00	19.01
Southwest Road District								
TexPool (texpool)	0.00	0.00	0.00	947.41	947.41	0.00	0.00	947.41
	0.00	0.00	0.00	947.41	947.41	0.00	0.00	947.41
State Hwy 45 Interest Fund								
FHLB 0.500% Due 11-18-10 (3133xtmb9)	0.00	62.50	0.00	0.00	833.33	895.83	0.00	833.33
	0.00	62.50	0.00	0.00	833.33	895.83	0.00	833.33
Tobacco Funds								
TexPool (texpool)	0.00	0.00	0.00	30.69	30.69	0.00	0.00	30.69
TexPool Prime (texprime)	0.00	0.00	0.00	1,052.36	1,052.36	0.00	0.00	1,052.36
FFCB 2.500% Due 09-15-09 (31331gh12)	1,111.11	0.00	0.00	0.00	6,250.00	7,361.11	0.00	6,250.00
FHLMC 2.875% Due 04-30-10 (3137tmbg3)	26,529.86	0.00	0.00	31,625.00	15,812.50	10,717.36	-9,356.53	6,455.97
	27,640.97	0.00	0.00	32,708.05	23,145.55	18,078.47	-9,356.53	13,789.02
Unlimited Tax Road Bonds - Series 2007								
CDARS 1.150% Due 05-13-10 (1007231993)	0.00	0.00	0.00	0.00	4,536.99	4,536.99	0.00	4,536.99
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	0.00	0.00	0.00	1,273,406.84	1,273,406.84	0.00	0.00	1,273,406.84
	0.00	0.00	0.00	1,273,406.84	1,277,943.83	4,536.99	0.00	1,277,943.83
GRAND TOTAL	535,128.02	12,437.50	476,662.50	1,668,515.75	2,210,787.44	613,174.71	-227,150.36	1,983,637.08

Williamson County
AMORTIZATION AND ACCRETION
From 03-31-09 To 06-30-09

	Purchase Information			Amortization/Accretion Information			
	Quantity	Purchase Date	Price	Total Cost	Date To Date	Total To Date	Adjusted Cost
'07 Road Unlimited - 06							
FHLB 4.750% Due 04-24-09 (3133xkdy9)	0	10-08-08	0.000	0.00	-6,812.88	-58,650.00	0.00
FHLB 1.250% Due 10-14-10 (3133xthn9)	5,000,000	04-27-09	100.245	5,012,250.00	-1,489.03	-10,760.97	5,010,760.97
FHLMC 1.550% Due 12-15-10 (3128x8qy1)	5,000,000	04-27-09	100.597	5,029,850.00	-3,252.40	-26,597.60	5,026,597.60
PORTFOLIO TOTAL				10,042,100.00	-11,554.31	-63,391.43	10,037,358.57
2008 TAN-Compass							
FNMA Disc Note 0.000% Due 09-18-09 (3135891w1)	5,000,000	10-15-08	97.183	4,859,166.67	37,916.67	107,916.66	4,967,083.33
PORTFOLIO TOTAL				4,859,166.67	37,916.67	107,916.66	4,967,083.33
CC Records Archive							
FHLB 2.480% Due 05-07-09 (3133xqza3)	0	08-18-08	0.000	0.00	399.85	2,910.00	0.00
CDARS 1.730% Due 05-07-10 (0000340475)	1,000,000	05-07-09	100.000	1,000,000.00	0.00	0.00	1,000,000.00
PORTFOLIO TOTAL				1,000,000.00	399.85	2,910.00	1,000,000.00
Combination Tax & Revenue Series 2006 CO							
FHLB 2.375% Due 05-13-09 (3133xra75)	0	08-18-08	0.000	0.00	1,372.90	8,760.40	0.00
FNMA 5.125% Due 07-13-09 (31398afa5)	5,000,000	10-08-08	101.909	5,095,450.00	-31,244.42	-91,329.86	5,004,120.14
FHLMC Disc Note 0.000% Due 11-02-09 (313397nt4)	6,000,000	11-14-08	97.990	5,879,391.67	31,091.67	78,241.66	5,957,633.33
CDARS 1.150% Due 05-13-10 (1007232051)	3,000,000	05-14-09	100.000	3,000,000.00	0.00	0.00	3,000,000.00
PORTFOLIO TOTAL				13,974,841.67	1,220.14	-4,327.79	13,961,753.48
Debt Service Fund							
FHLB 3.000% Due 06-23-09 (3133xrp46)	0	09-15-08	0.000	0.00	-1,205.12	-4,080.00	0.00
CDARS 1.084% Due 08-06-09 (1006208718)	6,000,000	02-05-09	100.000	6,000,000.00	0.00	0.00	6,000,000.00
PORTFOLIO TOTAL				6,000,000.00	-1,205.12	-4,080.00	6,000,000.00
GF Bond 01							
FHLB 4.750% Due 04-24-09 (3133xkdy9)	0	10-08-08	0.000	0.00	-6,812.88	-58,650.00	0.00
FNMA 5.125% Due 07-13-09 (31398afa5)	1,000,000	10-08-08	101.909	1,019,090.00	-6,248.88	-18,265.97	1,000,824.03

Williamson County
AMORTIZATION AND ACCRETION
From 03-31-09 To 06-30-09

	Purchase Information			Amortization/Accretion Information			
	Quantity	Purchase Date	Price	Total Cost	Date To Date	Total To Date	Adjusted Cost
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cut7)	5,000,000	01-28-09	99.650	4,982,500.00	8,847.22	14,972.22	4,997,472.22
PORTFOLIO TOTAL				6,001,590.00	-4,214.54	-61,943.75	5,998,296.25
General Fund							
FHLMC Disc Note 0.000% Due 05-26-09 (313397gb1)	0	08-06-08	0.000	0.00	21,541.67	114,758.33	0.00
FNMA Disc Note 0.000% Due 05-29-09 (313589ge7)	0	08-06-08	0.000	0.00	22,716.67	115,933.33	0.00
FHLB 3.050% Due 06-30-09 (3133xrth1)	0	06-30-08	0.000	0.00	0.00	0.00	0.00
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cut7)	5,000,000	01-28-09	99.650	4,982,500.00	8,847.22	14,972.22	4,997,472.22
FNMA 6.625% Due 09-15-09 (31359mey5)	15,000,000	03-02-09	103.185	15,477,750.00	-220,686.55	-293,440.36	15,184,309.64
CDARS 1.150% Due 05-13-10 (1007231896)	4,000,000	05-14-09	100.000	4,000,000.00	0.00	0.00	4,000,000.00
PORTFOLIO TOTAL				24,460,250.00	-167,580.99	-47,776.47	24,181,781.87
Pooled Funds							
FHLMC 5.250% Due 05-21-09 (3137eae9)	0	10-31-08	0.000	0.00	-5,335.40	-21,555.00	0.00
PORTFOLIO TOTAL				0.00	-5,335.40	-21,555.00	0.00
Road and Bridge General							
FHLB 4.750% Due 04-24-09 (3133xkfy9)	0	10-08-08	0.000	0.00	-2,725.15	-23,460.00	0.00
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cut7)	5,000,000	01-28-09	99.650	4,982,500.00	8,847.22	14,972.22	4,997,472.22
FNMA 6.625% Due 09-15-09 (31359mey5)	5,000,000	03-02-09	103.185	5,159,250.01	-73,562.19	-97,813.46	5,061,436.55
PORTFOLIO TOTAL				10,141,750.01	-67,440.12	-106,301.24	10,058,908.77
State Hwy 45 Interest Fund							
FHLB 0.500% Due 11-18-10 (3133xmb9)	1,500,000	05-21-09	100.000	1,500,000.00	0.00	0.00	1,500,000.00
PORTFOLIO TOTAL				1,500,000.00	0.00	0.00	1,500,000.00
Tobacco Funds							
FFCB 2.500% Due 09-15-09 (31331gb12)	1,000,000	09-15-08	100.000	1,000,000.00	0.00	0.00	1,000,000.00
FHLMC 2.875% Due 04-30-10 (3137eabg3)	2,200,000	03-02-09	101.981	2,243,582.00	-9,356.53	-12,441.10	2,231,140.90

Williamson County
AMORTIZATION AND ACCRETION
From 03-31-09 To 06-30-09

Purchase Information				Amortization/Accretion Information			
Quantity	Purchase Date	Price	Total Cost	Date To Date	Total To Date	Balance	Adjusted Cost
PORTFOLIO TOTAL							
			3,243,582.00	-9,356.53	-12,441.10	-31,140.90	3,231,140.90
Unlimited Tax Road Bonds - Series 2007							
	3,000,000	05-14-09	100.000	0.00	0.00	0.00	3,000,000.00
CDARS 1.150% Due 05-13-10 (1007231993)							
	114,167,332.85	10-12-07	100.000	0.00	0.00	0.00	114,167,332.85
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)							
			117,167,332.85	0.00	0.00	0.00	117,167,332.85
PORTFOLIO TOTAL							
			198,390,613.20	-227,150.36	-210,990.12	-236,323.17	198,103,656.02
GRAND TOTAL							

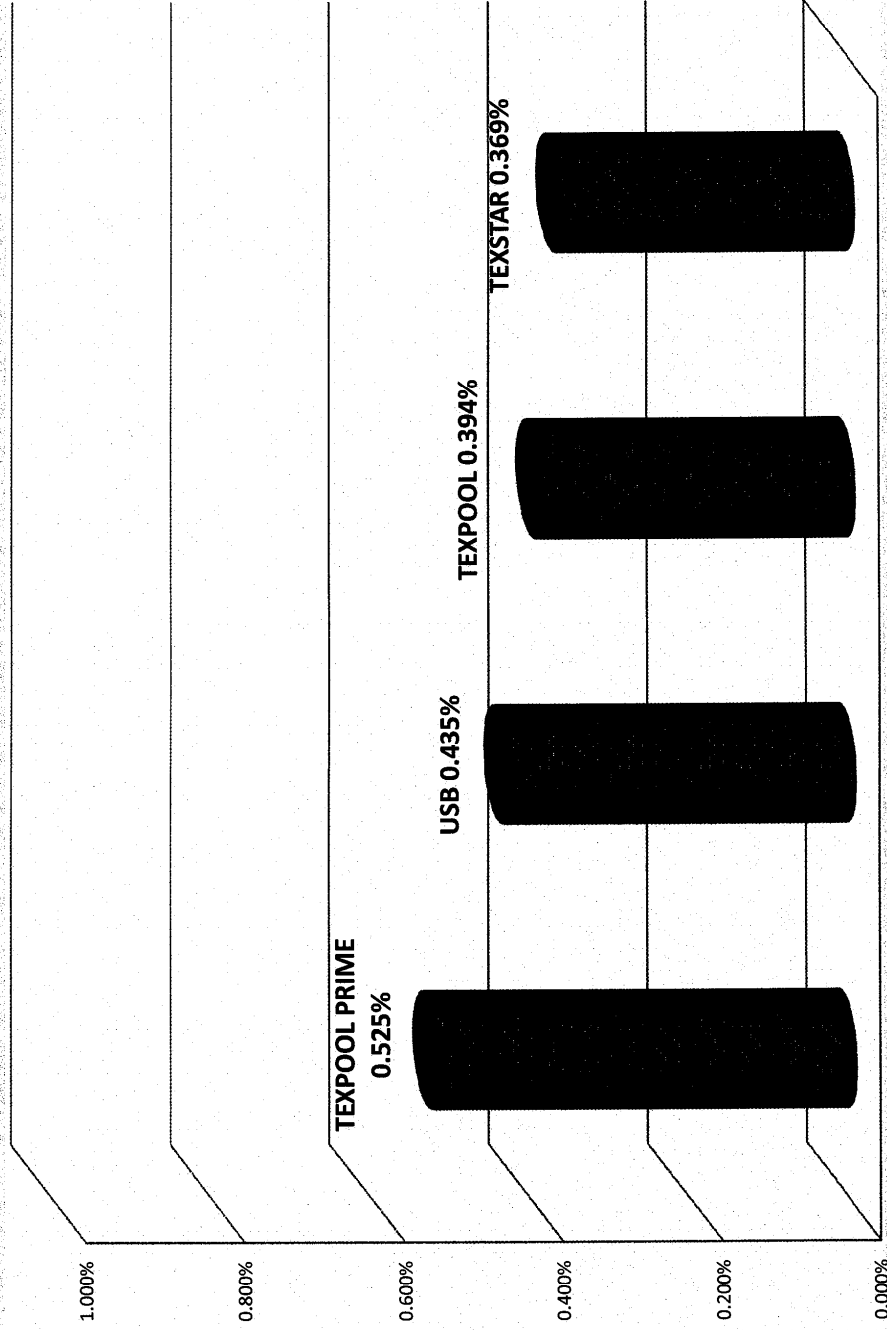
Williamson County
PROJECTED FIXED INCOME CASH FLOWS
Beginning July 1, 2009

SECURITY DESCRIPTION	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
AGENCY COUPON SECURITIES													
FNMA 5.125% Due 07-13-09 (31398afas)	6,153,750.00												6,153,750.00
FFCB 2.500% Due 09-15-09 (31331gbl2)			1,012,500.00										1,012,500.00
FNMA 6.625% Due 09-15-09 (31359mey5)			20,662,500.00										20,662,500.00
FHLMC 2.875% Due 04-30-10 (3137eatg3)				31,625.00						2,231,625.00			2,263,250.00
FHLB 1.250% Due 10-14-10 (3133xtlm9)				31,250.00						31,250.00			62,500.00
FHLB 0.500% Due 11-18-10 (3133xtmb9)					3,750.00						3,750.00		7,500.00
FHLMC 1.550% Due 12-15-10 (3128x8g1)						38,750.00						38,750.00	77,500.00
Total	6,153,750.00		21,675,000.00	62,875.00	3,750.00	38,750.00				2,262,875.00	3,750.00	38,750.00	30,239,500.00
AGENCY DISCOUNT NOTES													
FNMA Disc Note 0.000% Due 09-18-09 (313589hw1)			5,000,000.00										5,000,000.00
FHLMC Disc Note 0.000% Due 11-02-09 (313397mf4)					6,000,000.00								6,000,000.00
Total			5,000,000.00		6,000,000.00								11,000,000.00
CERTIFICATES OF DEPOSIT													
CDARS 1.084% Due 08-06-09 (1006208718)		6,032,434.49											6,032,434.49
CDARS 1.730% Due 05-07-10 (0000340475)											1,017,193.36		1,017,193.36
CDARS 1.150% Due 05-13-10 (1007231896)											4,045,873.97		4,045,873.97
CDARS 1.150% Due 05-13-10 (1007231993)											3,034,405.48		3,034,405.48
CDARS 1.150% Due 05-13-10 (1007232051)											3,034,405.48		3,034,405.48
Total		6,032,434.49									11,131,878.29		17,164,312.78
COMMERCIAL PAPER													
GE Capital Corp CP TLGP (FDIC) 0.000% Due 07-27-09 (36161cat7)	15,000,000.00												15,000,000.00
Total	15,000,000.00												15,000,000.00

Williamson County
PROJECTED FIXED INCOME CASH FLOWS
Beginning July 1, 2009

SECURITY DESCRIPTION	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
FLEXIBLE REPURCHASE AGREEMENT													
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	5,534,832.30
Total	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	461,236.02	5,534,832.30
Grand Total	21,614,986.02	6,493,670.52	27,136,236.02	524,111.02	6,464,986.02	499,986.02	461,236.02	461,236.02	461,236.02	2,724,111.02	11,596,864.31	499,986.02	78,938,645.08

**INTEREST RATES FOR TEXPOOL PRIME, TEXSTAR, TEXPOOL & UNION STATE BANK
JUNE 2009**



Agreement with Parsons Commercial Roofing Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Joe Latteo
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider approving contract with Parsons Commercial Roofing, Inc. to repair the roof at the Adult Probation building in Georgetown. Contract is not to exceed \$40,975.77.

Background

Fiscal Impact

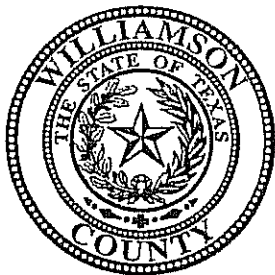
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Parsons Commercial Roofing Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Patrick Strittmatter	08/05/2009 04:50 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Patrick Strittmatter			Started On: 08/05/2009 04:50 PM	



AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made as of _____, 20____ (the "Effective Date"), by and between

The Owner: Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and Contractor Parsons Commercial Roofing, Inc.
P.O. Box 21835
Waco, Texas 76702-1835

for the Project: Williamson County Adult Probation
301 SE Inner Loop
Georgetown, Texas 78626

AGREEMENT, this Agreement between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated on the preceding page, by and between Williamson County, a political subdivision of the State of Texas (hereinafter called the "Owner") and Parsons Commercial Roofing, Inc. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the construction and repair of the roof at the Williamson County Adult Probation building located at 301 SE Inner Loop, Georgetown, Texas 78626 (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Owner's requirements and the terms of the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions"), however, this Agreement shall control in the event of a conflict with those General Conditions;
- c. All Addenda issued prior to the Effective Date of this Agreement;
- d. All Change Orders issued after the Effective Date of this Agreement;

2.2 The Contract Documents form the entire and integrated Contract between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 DEFINITIONS

The terms, words and phrases used in the Contract Documents shall have meanings as follows.

3.1 “Construction Documents” means, collectively, the Drawings, Specifications, details, scope of work, accepted and approved Change Orders and other documents approved by Owner that describe the scope and quality of the Project and the materials, supplies, equipment, systems and other elements that are required for construction of the Project that are accepted by the Owner.

3.2 “Contract Sum” means the total amount of all compensation payable to the Contractor for the Project and shall not exceed such amount, subject to adjustment as approved by Owner for Additional Services or Change Orders. Any costs that exceed the Contract Sum shall be borne solely by Contractor without reimbursement by Owner.

3.3 “Final Completion” means the stage in the progress of the Work when, in the Owner’s opinion, the entire Work has been completed, the Contractor’s obligations under the Contract Documents have been fulfilled, and the Owner is processing or has made final payment to the Contractor, as evidenced by a Certificate of Acceptance approved by the Owner. The Final Completion is a crucial element of the Project. Therefore, the Substantial Completion Date, as defined herein below, is not subject to change unless due to “force majeure” as defined herein and in any associated Contract Documents or unless agreed to in advance in writing by the parties.

3.4 “Notice to Proceed” refers to the written document issued by the Owner following acceptance of the proposal and execution of this Agreement which indicates the date on which the Work is to begin.

3.5 “Owner” means Williamson County and includes its designated Owner’s Designated Representative.

3.6 “Owners Designated Representative or ODR” means the individual described in Article 7.3 herein below.

3.7 “Owner’s Specifications” means the construction and contract administration requirements and standards as interpreted by Owner.

3.8 “Standards and Standard Specifications” means the construction and design requirements and the highest standards of Contractor’s profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction

3.9 “Subcontractor” means a person or entity that has an agreement with the Contractor to perform any portion of the Work. The term Subcontractor does not include any person or entity hired directly by the Owner.

3.10 “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under

consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner.

3.11 “Work” means provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents (as such may be modified or amended). The term “reasonably inferable” takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings, included in the Specifications or included in the scope of work attached or described herein, but they are a requirement of the Work if they are a usual and customary component of the Work or otherwise necessary for complete installation and operation of the Work. The Contractor shall not be entitled to an increase in the Contract Sum due to the absence of any detail or specification the Contractor may require or for any construction which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system shall be provided whether or not detailed or specified, omitting only such parts as are specifically excepted by the Owner. Notwithstanding the above, the Contractor shall not be responsible for design, except incidental designing/detailing as required by the Specifications for shop drawing purposes.

ARTICLE 4 SUBSTANTIAL COMPLETION

4.1 Substantial Completion. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner’s Designated Representative does not consider the Work substantially complete, Owner’s Designated Representative will notify the Contractor giving reasons therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for Owner’s Designated Representative to determine Substantial Completion. If Owner’s Designated Representative considers the Work substantially complete, Owner’s Designated Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

4.2 Owner intends to achieve Substantial Completion (as defined in this agreement) for all stages of construction on or before the following completion date:

EXPECTED DATE OR TIME PERIOD FOR SUBSTANTIAL COMPLETION:

Within 21 business days from the date of the Owner's Notice to Proceed.

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement.

4.3 THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT.

ARTICLE 5 COMPENSATION

Contract Sum. The Contract Sum for the Project is: Forty Thousand Nine Hundred Seventy Five and 77/100 Dollars (\$40,975.77)

5.1 Contract Payments. One-quarter (1/4) of the Contract Sum shall be paid to Contractor upon delivery of the materials needed for the Project with the remaining balance of the Contract Sum being due and payable upon Final Completion of the Project.

5.2 Liquidated Damages. For each consecutive calendar day after the Substantial Completion Date that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per day (\$500/day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES

QUALITY OF WORK

6.1 Contractor shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably inferable from the Construction Documents as necessary for completion of the Work and the Project. Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. The enumeration of specific duties and obligations performed by the Contractor hereunder shall not be construed to limit the general undertakings of the Contractor. The obligations of the Contractor hereunder run to and are for the benefit of only the Owner.

6.2 Notwithstanding anything to the contrary contained in this Agreement, Owner and Contractor agree and acknowledge that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide construction services. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.3 Contractor represents and agrees that all persons connected with the Contractor directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

6.4 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

COORDINATION OF THE WORK

6.5 Contractor shall provide Owner with a proposed schedule for the Project. The schedule will set forth the milestone dates and completion of the Project ("Project Schedule"). Owner shall have a right to modify the proposed Project Schedule prior to accepting it. Contractor shall complete the Project in an expeditious and economical manner consistent with the interests of the Owner and in accordance with the Project Schedule that is approved by Owner.

6.6 Contractor shall designate a representative authorized to act on the Contractor's behalf with respect to the Project. Contractor warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to this Agreement in the best way and in the most expeditious and economical manner consistent with the interest of Owner. The Contractor agrees to provide an on-site, full-time superintendent for the duration of the Project.

6.7 Contractor shall review and understand the standards and requirements in Owner's Specifications and perform all services in accordance with those standards and requirements.

6.8 Contractor shall visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.

6.9 Contractor shall, at Owner's request, attend meetings concerning the development and schedule of the Project.

6.10 Contractor shall review the scope or work described herein or attached hereto as well as in other Construction Documents as they are developed by Owner and advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, scope of work and other Construction Documents.

6.11 Contractor shall review the Construction Documents for compliance with all applicable laws and code requirements and with Williamson County requirements.

6.12 Contractor shall advise Owner of any tests to be performed, and assist Owner in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants.

6.13 Contractor shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.

6.14 Contractor shall identify every Subcontractor it intends to use on the Project, including Subcontractors used for self-performed work, to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any Subcontractor to which Owner has a reasonable objection. Following Owner acceptance of a Subcontractor, that Subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.15 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations and with the requirements of an Owner controlled insurance program, if any.

6.16 Contractor shall provide recommendations and information to Owner regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents.

CONSTRUCTION WORK

6.17 Construction shall be deemed to commence upon the date specified in a Notice to Proceed issued by Owner and shall continue until Final Completion of all Work. The Contractor shall Construct the Work in strict accordance with the Construction Documents and Owner's Specifications within the time required by the Project Schedule approved by Owner.

6.18 The Contractor hereby agrees to make any and all changes, furnish the materials and perform the Work which may be required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents, without nullifying this Agreement. **NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR ITS AUTHORIZED REPRESENTATIVE.**

6.19 Contractor shall organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner will identify a person as its Owner's Designated Representative ("ODR") who is authorized to act in the Owner's behalf with respect to the Project. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law.

7.2 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work.

7.3 The Owner may designate one or more construction inspectors who shall be given access to the Work as requested or needed. The provision of inspection services by Owner shall not reduce or lessen Contractor's responsibility for the Work. Contractor is fully and solely responsible for constructing the Project in strict accordance with the Construction Documents.

7.4 Owner shall have the right to reject any defective Work on the Project. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

8.1 INTENTIONALLY OMITTED.

8.2 INTENTIONALLY OMITTED.

ARTICLE 9 TIME

9.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

9.2 Unless otherwise approved, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

ARTICLE 10 BONDS AND INSURANCE

10.1 INTENTIONALLY OMITTED.

10.2 INTENTIONALLY OMITTED.

10.3 INTENTIONALLY OMITTED.

10.4 The Contractor shall not commence Work under the Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by the Owner. Owner's review of the insurance shall not relieve nor decrease the liability of the Contractor. Prior to commencing any Work under this Agreement, Contractor shall provide evidence of the insurance coverage that meets the following requirements:

10.4.1 The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

10.4.2 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Commercial General Liability, including coverage for the following:	
1) Premises Operations	Combined Single
2) Independent Contractors	Limit for Bodily
3) Products/Completed	Injury and Property
Operations	Damage of
4) Personal Injury	\$1,000,000
	per occurrence or
	its equivalent.
5) Contractual Liability	
6) Explosion, Collapse, Underground	
7) Broad form property damage, to include fire legal liability	

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by

the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

- (2) Duration of the project - includes the time from the beginning of the work on the project until the Contractor's work on the project has been completed and accepted by the Owner.
 - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services on the project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the project, for the duration of the Project.
 - c. The Contractor must provide a certificate of coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
 - d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
 - e. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

- (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the Project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (5) retain all required certificate of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

10.4.6 If insurance policies are not written for the amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

10.4.7 The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement.

10.5 In addition to the above required insurance, ^{Manufacturer's} Contractor has agreed to provide liability coverage of consequential damages up to Ten Million Dollars (\$10,000,000.00).

10.6 The Contractor shall not cause or allow any of its required insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by the Agreement, the Owner may obtain insurance coverage directly and recover the cost of that insurance from the Contractor.

10.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

10.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

ARTICLE 11 INDEMNITY

11.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS

ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

11.2 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

ARTICLE 12 SPECIAL WARRANTIES

12.1 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.

12.2 Contractor represents and agrees that the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and to bind Contractor to its terms.

12.3 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

12.4 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

12.5 Except for the obligation of Owner to pay Contractor the Contract Sum pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this

Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 13 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

ARTICLE 14 TERMINATION

14.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

14.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

15.2 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

15.3 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

15.4 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

15.5 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

15.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

15.7 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

15.8 Records. Contractor agrees that Owner 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 Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

15.9 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

15.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

15.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

15.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

15.13 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 and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

15.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

15.15 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 Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

15.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon

the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

15.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

15.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, 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.

15.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

15.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

15.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER 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.

ARTICLE 16 NOTICES

Notices of claims or disputes or other legal notices required by this Agreement shall be sent to the following persons at the indicated locations.

If to Owner: Williamson County Judge (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

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

If to Contractor: Parsons Commercial Roofing, Inc.
P.O. Box 21835
Waco, Texas 76702-1835

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

Party Representatives

The Owner's Designated Representative authorized to act in the Owner's behalf with respect to the Project is:

Williamson County Facilities
c/o: Joe Latteo, Director
3101 S.E. Inner Loop
Georgetown, Texas 78626
Office: (512) 943-1609
Fax: (512) 930-3313

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Parsons Commercial Roofing, Inc.
c/o: Charlie Montgomery
P.O. Box 21835
Waco, Texas 76702-1835
Phone (512) 254-881-1733
Fax 512) 254-881-1995

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

WILLIAMSON COUNTY
Williamson County, Texas,

PARSONS COMMERCIAL ROOFING,
INC., a Texas corporation

By: _____

Printed Name: _____

Title: _____

By:  _____

Printed Name: Stuart Parsons

Title: President

EXHIBIT "A"
SCOPE OF WORK

- Mechanically fasten a ½" insulation board over the existing roof;
- Mechanically fasten a white 40 MIL Duro-Last Roof System and new flashing at all curbs, pipes and walls (existing metal will be used); and
- Replace siding on gables of the building.

EXHIBIT "B"
CONTRACTOR'S WARRANTY
AND
MANUFACTURERS WARRANTY



525 Morley Drive
Saginaw, MI 48601

15 YEAR NDL WARRANTY

Warranty No: _____

Duro-Last, Inc., ("Duro-Last") grants this No Dollar Limit ("NDL") warranty to the owner ("Owner") of a building containing a Duro-Last Roofing System ("D-L System") installed by an Authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through the 15th years shall be to repair any leak in the D-L System caused by any defect in a component of the D-L System or by the workmanship of the Contractor, but only as said workmanship pertains to the installation of the D-L System itself and not as it pertains to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's option, either the repair or replacement of part or all of the D-L System, and also includes the furnishing of/or cost of labor (at the Contractor list price in effect at the time of the repair) to repair the D-L System provided the following conditions are met:

- a) Duro-Last and its Contractor have been paid in full for the D-L System;
- b) The Owner has notified Duro-Last by certified mail, return receipt request, within 30 days of the discovery any leak or other alleged D-L System failure;
- c) The Owner allows Duro-Last's employees or agents or its Contractor access to the D-L System including, if necessary, the removal and replacement by Owner at Owner's expense of any and all rooftop overburden;
- d) Duro-Last authorizes the repair, and,
- e) At Duro-Last's option, either Duro-Last's own employees or agents or a Contractor makes the repair.

LIMITATIONS

- 1) This limited warranty does not apply to a D-L System installed on a single-family residence.
- 2) Duro-Last is not liable for any D-L System failure nor for subsequent damages arising from causes outside Duro-Last's control including, but not limited to:
 - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or acts of God; or
 - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - c) Damage caused by any unauthorized modification to the D-L System including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional equipment or structures added to or made a part of the roof, or by traffic, or by chemicals not normally found in nature, or the like; or
 - d) Damage caused by defects in the building design; or
 - e) Interior condensation and/or moisture entering the D-L System through walls, copings, structural defects, HVAC Systems, or any part of the building structure, including from adjacent buildings.
- 3) Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- 4) Duro-Last does not warrant against color change and/or pattern change and/or print change in the D-L System.
- 5) This limited warranty passes to future Owners of the building for the full fifteen (15) years hereof.
- 6) This limited warranty becomes effective only upon signature by both an authorized Duro-Last representative and the original Owner.
- 7) This limited warranty is governed in all respects by the laws of the State of Michigan, regardless of the state of purchase or installation.
- 8) Duro-Last does not waive any rights under this limited warranty by refraining from exercising its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED BY DURO-LAST FOR ALLEGED FAILURE OF THE D-L SYSTEM, OR FOR CONTRACTOR WORKMANSHIP. THIS LIMITED WARRANTY ALSO COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation.

DURO-LAST, ®INC.

Date

Signature of Authorized Duro-Last Representative

Customer's Signature

Address of Building

Name of Building

City, State & Zip of Building

Bldg. Designation: _____ Sq. Foot: _____

Installed By

Serial Number: _____

DL—15 COM 3/08

Interlocal Agreement for In School Deputies Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Interlocal Agreement between Round Rock Independent School District, Williamson County and Williamson County Sheriff's Office.

Background

Renewal of existing interlocal agreement for school year 2009-2010 providing eight deputies for Round Rock ISD with 9/12 of annual salary paid by RRISD

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [RRISD agreement](#)

Form Routing/Status

Route Seq Inbox	Approved By Date	Status
	Deborah Wolf 08/06/2009 10:18 AM	CREATED
1 County Judge Exec Asst.		NEW
Form Started By: Deborah Wolf	Started On: 08/06/2009 10:18 AM	

INTERLOCAL
AGREEMENT
FOR
IN
SCHOOL
DEPUTIES
SCHOOL
YEAR
2009-2010

THE
STATE
OF
TEXAS
§

§

COUNTY
OF
WILLIAMSON
§

PARTIES:
Round
Rock
Independent
School
District,
hereinafter
referred
to
as
the
"District"
.
Williamson
County,

Texas,
hereinafter
referred
to
as
the
"County".
Williamson
County
Sheriff's
Office,
hereinafter
referred
to
as
the
"Sheriff's
Office".

SERVICE:

Pursuant
to
Chapter
791,
Texas
Government
Code,
the
Texas
Inter-local
Cooperation
Act
(the
"Cooperation
Act")
the
parties
are
empowered
to

contract
with
each
other
for
the
performance
of
governmental
functions,
including
police
protection,
and
as
permitted
in
§21.483
of
the
Texas
Education
Code,
the
Sheriff's
Office
shall
provide
two
(2)
Deputies
at
McNeil
High
School,
one
(1)
Deputy
at
Westwood
High
School,
one

(1)

Deputy

at

Cedar

Valley

Middle

School,

one

(1)

Deputy

at

Deer

Park,

one

(1)

Deputy

at

Grisham

Middle

School,

one

(1)

Deputy

at

Walsh

Ranch

Middle

School

and

one

(1)

Sergeant

to

supervise

and

assist

the

assigned

deputies,

during

the

regularly

scheduled

school
sessions
to
perform
the
duties
as
herein
set
forth.

In
consideration
of
the
mutual
covenants
and
agreements,
contained
herein,
as
well
as
other
good
and
valuable
consideration
the
receipt
and
sufficiency
of
which
is
hereby
acknowledged,
the
Parties
agree
as

follows:

Section

1.

Term.

The

term

of

this

agreement

shall

be

for

the

2009-2010

school

year

and

each

successive

year

thereafter,

unless

Section

6(e)

is

imposed.

-Section

2.

Patrol

Services.

Additional

services

provided

to

the

District

under

this

Agreement

shall
be
provided
by
deputies
employed
by
the
Sheriff's
Office,
and
such
deputies
shall
remain
under
the
control
and
supervision
of
the
County
at
all
times
and
shall
remain
County
employees,
entitled
to
the
same
benefits
and
subject
to
the
same
restrictions
as

any
other
deputy.
The
deputies
shall
work
directly
under
the
supervision
of
the
Campus
Principal
of
each
school
to
perform
duties
including
but
not
limited
to
the
following:

1.
Coordination
of
all
security
efforts
at
the
School
to
which
the
deputy

is
assigned.

2.

Give
classroom
presentations
to
students
on
topics
dealing
with
personal
safety,
peer
pressure,
handling
crisis,
chemical
abuse,
sexual
abuse,
molestation
prevention,
Texas
Penal
Code,
City
Ordinances,
Texas
Family
Code,
Texas
Education
Code,
conflict
resolution,
gang
involvement
alternatives,
etc.

3.

Coordination
of

communication
between
the
school
and
the
Sheriffs
Office.

4.
Coordination
of
a
safety
audit
of
the
campus
and
the
development
of
a
long
range
plan
for
campus
safety
incorporating
input
from
parents,
students
and
teachers.
Make
safety
recommendations
to
the
administration.

5.
Coordination

of
all
campus
vehicular
and
pedestrian
traffic
control.

6.
Address
all
incidents
which
require
law
enforcement
intervention
on
campus.

7.
Instruct
the
faculty
and
staff
in
areas
dealing
with
safety
awareness,
after
hour
facility
use,
crisis
prevention
and
personal
safety.

8.
Coordination
of

all
documentation
regarding
persons
who
trespass
at
the
school.

9.
Be
available
on
a
regular
basis
to
any
on
campus
students
who
have
an
interest
in
a
career
in
law
enforcement.

10.
Coordination
of
security
equipment
between
campus
principals
and
campus
monitors.

11.

Maintain
high
visibility
on
campus
in
uniform
or
in
civilian
clothes
as
may
be
appropriate.

12.
Keep
school
personnel
abreast
of
current
research
and
safety
programs
as
they
evolve.

13.
The
deputies
providing
services
under
this
Agreement
shall
remain
County
employees.
Such
deputies

shall,
when
appropriate,
wear
their
Sheriff
s
Office
uniforms
and
equipment
and
utilize
marked
Sheriff
s
Office
patrol
cars
while
providing
services
under
this
agreement.
All
equipment,
uniforms,
and
insurance
of
such
employees
shall
be
the
sole
responsibility
of
the
County.
All
deputies

providing
services
under
this
Agreement
shall
be
acting
in
the
course
and
scope
of
their
employment
by
the
County
at
all
times
while
engaged
in
the
performance
of
the
additional
patrol
services
contemplated
hereunder.

Section
3.
Performance
of
the
Deputy.
Deputies
may
wear
but
are
not
limited
to
their
Sheriff
s
Office
uniforms
and
equipment
and
shall
utilize
marked
Sheriff
s
Office
patrol
cars
while
providing
services
under
this
Agreement.
All
equipment,
uniforms,
and
insurance
of

such
employees
shall
be
the
sole
responsibility
of
the
County.
All
deputies
providing
services
under
this
Agreement
shall
be
acting
in
the
course
and
scope
of
their
employment
by
the
County
at
all
times
while
engaged
in
the
performance
of
the
additional
patrol

services
contemplated
hereunder.

The
foregoing
shall
in
no
way
relieve
the
County
of
its
obligation
to
provide
routine
patrol
services
to
property
within
the
District
on
the
same
basis
as
such
services
are
provided
to
other
property
within
the
County.
The

foregoing
services
shall
be
in
addition
to,
and
not
in
lieu
of,
such
routine
services.

Section
4.
Compensation.
The
District,
in
paying
for
the
governmental
services
being
rendered
by
the
County
through
the
Sheriffs
Office
hereunder,
shall
make
such
payments
out

of
current
revenues
available
to
the
District,
as
required
by
applicable
law.
The
District
shall
pay
the
County
9/12
of
the
annual
salary
and
benefits
for
each
deputy
and
sergeant
provided.
The
District
shall
also
pay
for
any
special
training
necessary
for
the

deputies
involved
in
this
service.

Section
5.
Notice.
Any
notice
given
hereunder
shall
be
in
writing,
and
may
be
affected
by
personal
delivery,
or
by
registered
or
certified
mail,
return
receipt
requested,
at
the
address
of
the
respective
parties
indicated
below:

District:
Round
Rock
Independent
School
District

1311
Round
Rock
Ave.

Round
Rock,
TX
78681

County:
Williamson
County
Sheriff
s
Office
508
South
Rock
St.
Georgetown,
TX
78626

The
foregoing
addresses
for
notice
may

be
changed
by
either
the
County
or
the
District
by
delivering
written
notice
of
such
change,
in
accordance
with
the
requirements
of
this
Section,
to
the
other
party.

Section
6.
General
Provisions.

a.
Interlocal
Cooperation.
The
District
and
the

County
agree
to
cooperate
with
each
other,
in
good
faith,
at
all
times
during
the
term
hereof
in
order
to
effectuate
the
purposes
and
intent
of
this
Agreement.
Each
party
hereto
acknowledges
and
represents
that
this
Agreement
has
been
duly
authorized
by
their

respective
governing
body.

b.
Entire
Agreement:
Amendments.
This
Agreement
contains
the
entire
agreement
between
the
parties
respecting
the
subject
matter
hereof,
and
supersedes
all
prior
understandings
and
agreements
between
the
parties
regarding
such
matters.
This
Agreement
may
not
be
modified
or
amended
except
by
written

agreement
duly
executed
by
the
parties
hereto.
c.
Interpretation.
The
parties
acknowledge
and
confirm
that
this
Agreement
has
been
entered
into
pursuant
to
the
authority
granted
pursuant
to
the
Cooperation
Act.
All
terms
and
provisions
hereof
are
to
be
construed
and
interpreted
consistently

with
such
Act.
d.
Invalid
Provisions.
Any
clause,
sentence,
paragraph
or
article
of
this
agreement
which
is
determined
by
a
court
of
competent
jurisdiction
to
be
invalid,
illegal,
or
unenforceable
in
any
respect
shall
not
be
deemed
to
impair,
invalidate,
or
nullify
the

remainder
of
this
Agreement.
e.

Applicable
Laws.

This
Agreement
shall

be
construed
in
accordance

with
the
laws
and
constitution

of
the
State
of
Texas.

All
obligations
hereunder

are
performable
in

Williamson
County,
Texas,

and
venue
for

any
action
arising
hereunder

shall
be
in

Williamson
County,
Texas.
f.

Termination
of
Agreement.

This
Agreement
may
be
terminated

by
either
party
upon
thirty
(30)

days
written
notice,
and
completion

of
the
current
school
year.

ROUND
ROCK
INDEPENDENT
WILLIAMSON
COUNTY
SCHOOL
DISTRICT
SHERIFF

~2J.~~

~ES
R.

WILSON,
SHERIFF

WILLIAMSON
COUNTY,
TEXAS

Dan
A.
Gattis,
COUNTY
JUDGE

Rattan Creek Festival

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider loaning 50 cones to the Rattan Creek Neighborhood Association for the eighteenth Annual Rattan Fest on Sat., September 12, 2009.

Background

The Rattan Creek Neighborhood Association is having its eighteenth Annual Rattan Fest on Sat., September 12, 2009.

There will be a 5K run starting at 7:30 am.

The Chairperson for the 5K run is Angie Brown, and as in past years, they are requesting to borrow 50 cones. They do not plan on closing any streets.

They would like the cones to be delivered to 7637 Elkhorn Mountain Trail in Austin on Friday, September 11, 2009.

Dallas Hall is the contact person and she can be reached at 257-3494.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Request Letter](#)

Link: [Fun Run](#)

Link: [Route Map](#)

Link: [Route Map 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Mary Clark	08/06/2009 10:18 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Mary Clark			Started On: 08/06/2009 10:18 AM	

13201 Kepler Cv
Austin, Tx 78729

July 6, 2009

Lisa Birkman
Williamson County Commissioner
Precinct 1
211 Commerce Cove #7
Round Rock, Tx 78664

Dear Commissioner Birkman,

The Rattan Creek Neighborhood Association is having its eighteenth Annual Rattan Fest on Saturday, **September 12, 2009**. There will be a 5K run starting at 7:30 am.

Chairperson for the 5K run is Angie Brown, and as in the past years, we will need some cones. I believe we need to get 50 cones this year. I do appreciate your help. Our run course has now been certified, so the course has changed a little. I can send you a new map of the route for the run if you need one for your records. If you need further information, prior to your next meeting of the Commissioner's Court, please call me at 257-3494 (hm).

We do not plan on closing any streets. Please deliver the cones to 7637 Elkhorn Mountain Trail Austin, Tx 78729 on Friday September 11, 2009. If there is a problem with delivering the cones, I can be reached at 257-3494 (hm).

You are certainly invited to participate in our run event. The information should be up on our website at www.rattancreek.org very shortly.

Thank you so very much for your office's continued support of our neighborhood's activities.

Sincerely,

Dallas Hall
Event Chairman



Eighteenth Annual Rattan Creek Festival 5K Run

New Certified Course!

Saturday, September 12, 2009

Check in at 6:30 a.m.

Attention: Anyone who wants to have fun! Even if you are not a marathoner, you'll enjoy running or walking this 5K run. (No rain date is scheduled for the run)

Registration: \$10 kids (under 12), \$15 adults or \$5 without a t-shirt must be mailed by Sept 1, 2009.

To register, complete the registration form in this issue and mail in with your entry fee.

Late registrants may not receive a T-shirt or choice of size.

Run Start: Check in and same day registration begins at 6:30am in the Rattan Creek Park.

NEW LOCATION: Next to soccer field on Tamayo Drive.

Run starts at 7:30am, at the Tamayo Bridge, near soccer field.

Awards: Prizes for male and female winners in the following age categories:

11 & younger, 12-15 years, 16-19 years,
every 10 years beginning 20-29 years (ie, 20-29 years, 30-39 years, etc)

For more information: <http://www.rattancreek.org>

Entry Form

Rattan Creek Festival 5K Run - September 12, 2009

No Rain Date

Name: _____ Gender: ☐ Male ☐ Female
 Address: _____ City/State _____ Zip _____
 Phone: _____ Age as of September 12, 2009 _____
 T-Shirt size: ___S___ ___M___ ___L___ ___XL___ ___XXL___

Remember runners who register after September 1 are not guaranteed to receive t-shirts (or size requested).

Entry Fee: \$10.00 Children (under 12) / \$15.00 Adults / \$5.00 without T-shirt

Make checks payable to RCNA

Mail to: Rattan Fest Run c/o Angie Brown

7637 Elkhorn Mountain

Austin, Tx 78729

Waiver: (Must be signed)

In consideration of the acceptance of this entry, I, the undersigned, assume full and complete responsibility for any injury or accident which may occur during the event or while I am on the premises of the event; and I hereby release and hold harmless the sponsors and all other persons or entities associated with this event, or otherwise.

Further, I hereby grant full permission to any and all of the foregoing to use any photographs, videotapes, motion pictures, recording or any other record of this event.

Signature of participant

Date

Signature of Parent or Guardian of Minor

Date

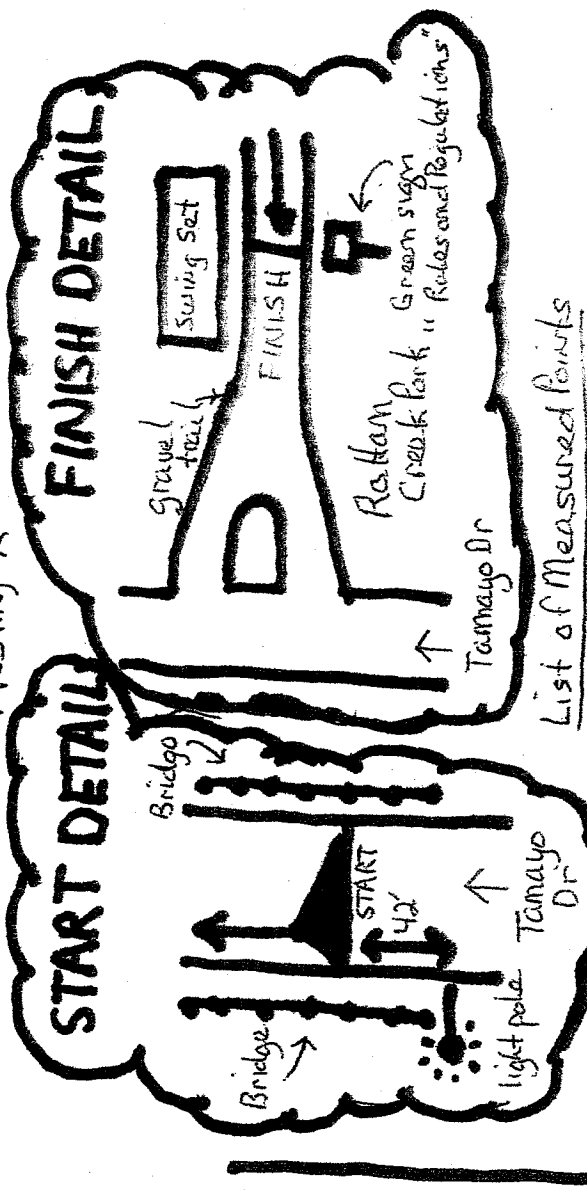
Est. # of runners = 100

RATTAN CREEK FESTIVAL 5K

Austin, TX

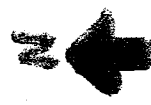
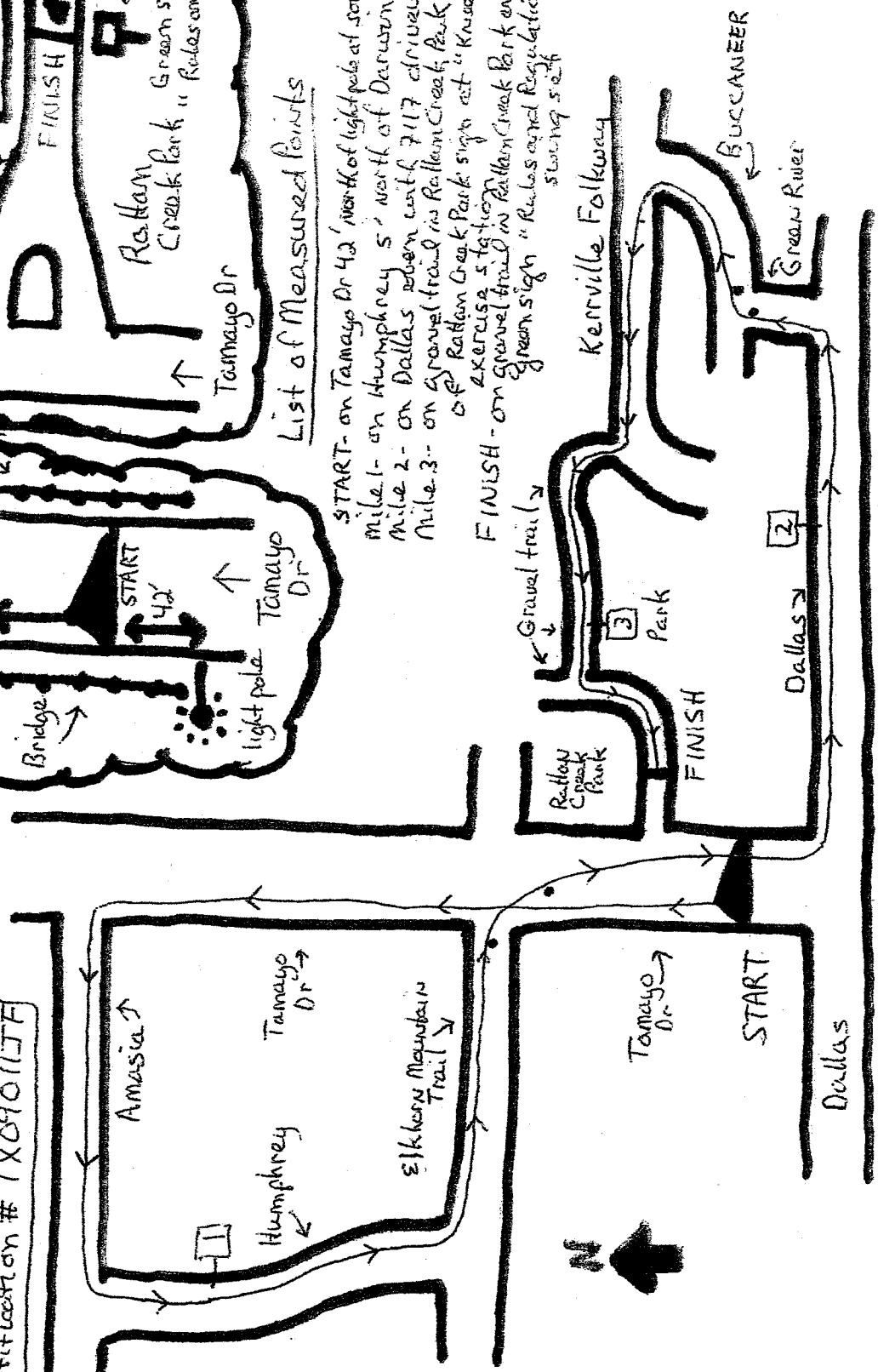
- * measured by John Ferguson 5/12/09
- * map not to scale
- * runners run in left lane against traffic
- * no restriction on gravel trail in park
- * effective date 5/13/09 - Expires 2019

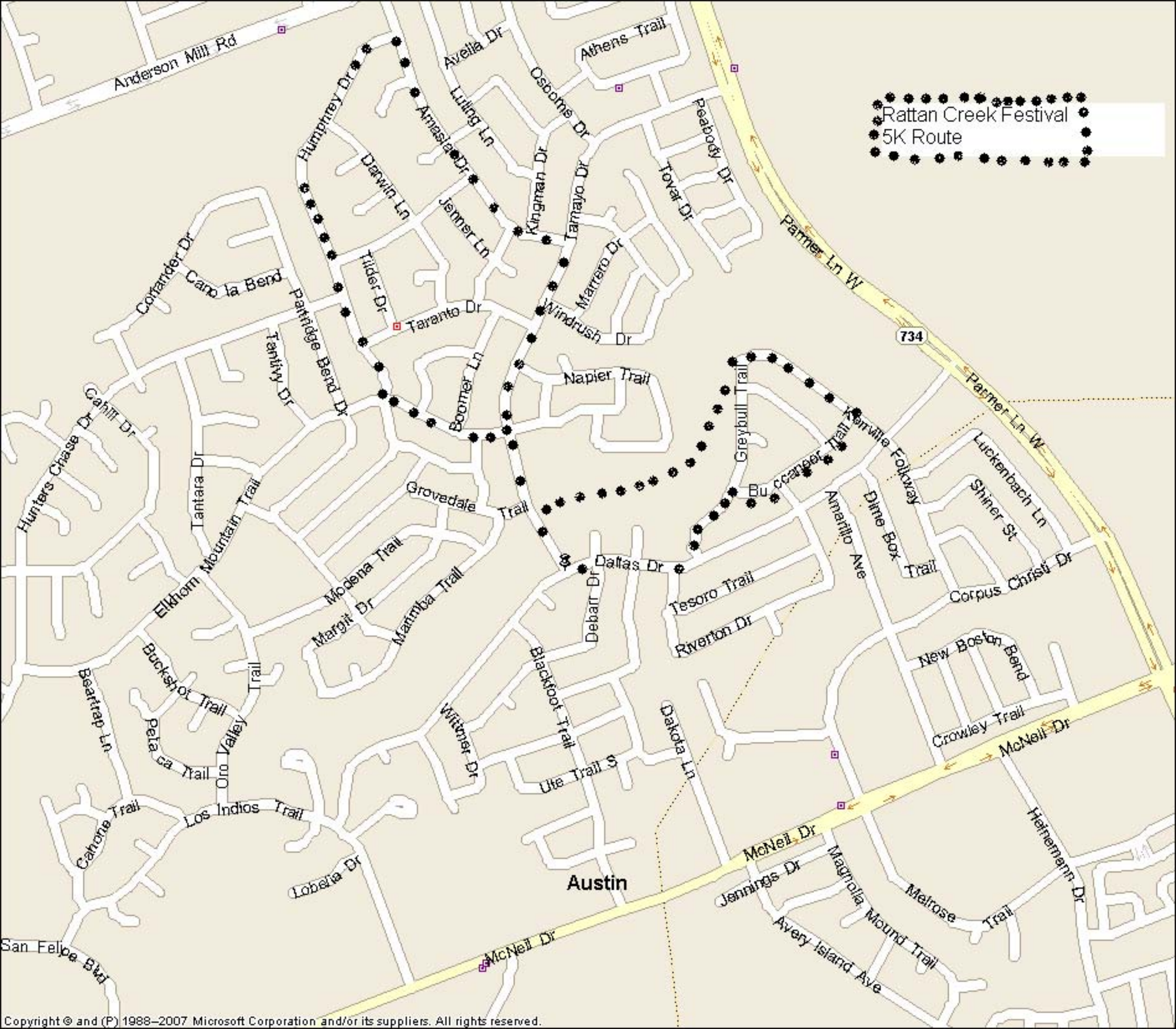
Certification # TX090117F



List of Measured Points

- START - on Tamayo Dr 42' north of light pole at southern end of bridge
- Mile 1 - on Humphrey 5' north of Darwin Ln
- Mile 2 - on Dallas road with 7117 driveway
- Mile 3 - on gravel trail in Rattan Creek Park 9' east of Rattan Creek Park sign at "Knee Lift" exercise station
- FINISH - on gravel trail in Rattan Creek Park even with green sign "Rules and Regulations" by swing set





Homeland Security Grant Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Submitted For: Jarred R. Thomas, Emergency Management Coord.
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Homeland Security Grant.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Homeland Security Grant](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Peggy Vasquez	08/06/2009 11:51 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Peggy Vasquez			Started On: 08/06/2009 11:51 AM	



Governor's Division of Emergency Management

2008 Sub-Recipient Agreement for Williamson County

Date of Award

July 20, 2009

1. Sub-Recipient Name and Address	2. Prepared by: Woodward, Vernon	3. SAA Award Number: 08-SR 48491-01
Judge Dan A. Gattis, Sr. Williamson County 710 Main St., Ste. 101 Georgetown, TX 78626	4. Federal Grant Information Federal Grant Title: Homeland Security Grant Program Federal Grant Award Number: 2008-GE-T8-0034 Date Federal Grant Awarded to GDEM: September 1, 2008 Federal Granting Agency: Federal Emergency Management Agency National Preparedness Directorate	

5. Award Amount and Grant Breakdowns						
Total Award Amount \$17,500.00	Note: Additional Budget Sheets (Attachment A): <input type="checkbox"/> Yes <input type="checkbox"/> No					
	SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
	\$17,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
This award supersedes all previous awards. Performance Period: Sep 1, 2008 to Jan 15, 2011						

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval	
Approving GDEM Official: Jack Colley, Chief Division of Emergency Management Office of the Governor	Signature of GDEM Official: 

10. Sub-Recipient Acceptance	
I have read and understand the attached Terms and Conditions.	
Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: September 3, 2009
Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

Road Bond Program

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 08/07/2009 10:44 AM
Final Approval Date: 08/07/2009

August 2009 Monthly Construction Summary Report Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Krista Zaleski, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear the August 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2009-08-CSR](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

Krista Zaleski 08/06/2009 11:21 AM CREATED

1 County Judge Exec Asst.

NEW

Form Started By: Krista Zaleski

Started On: 08/06/2009 11:21 AM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

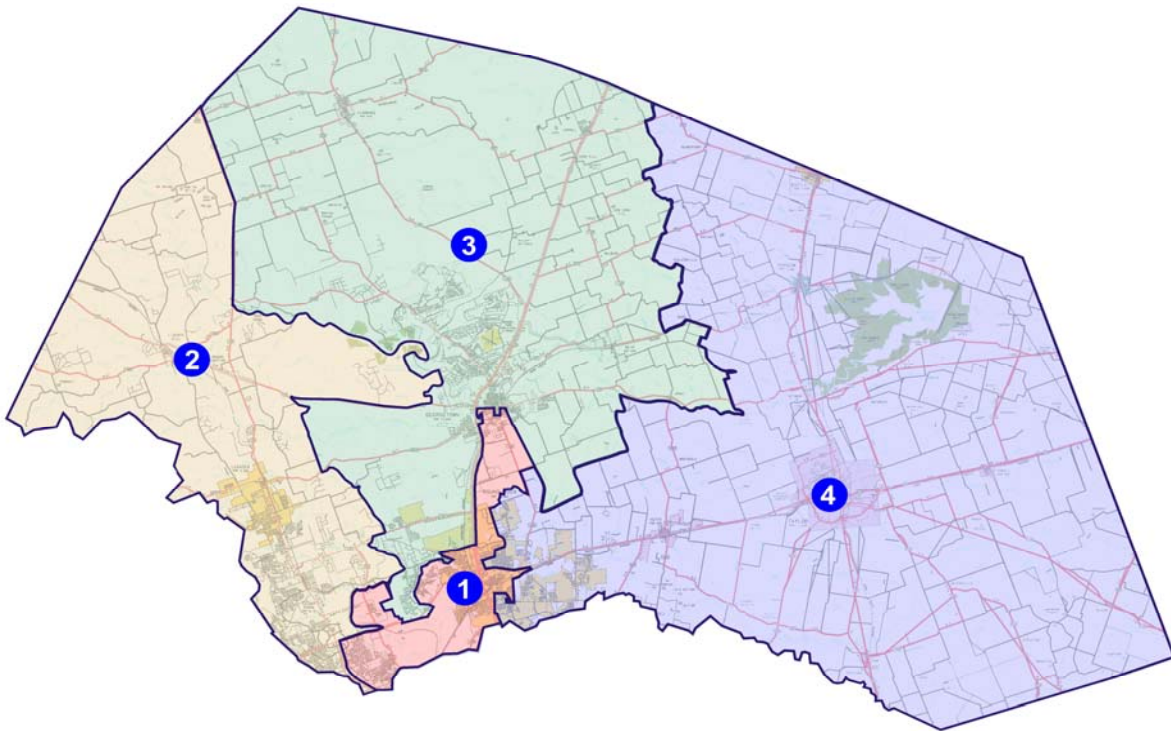
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

August 2009

WWW.ROADBOND.ORG

Volume VIII - Issue No. 8



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF JULY 2009

Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009

Precinct 2

- Cedar Hollow at SH 29 (signal) – Aug 2002
- FM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – June 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sept 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sept 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Sept 2007
- Ronald Reagan Blvd South, Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008

Precinct 3

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

Precinct 4

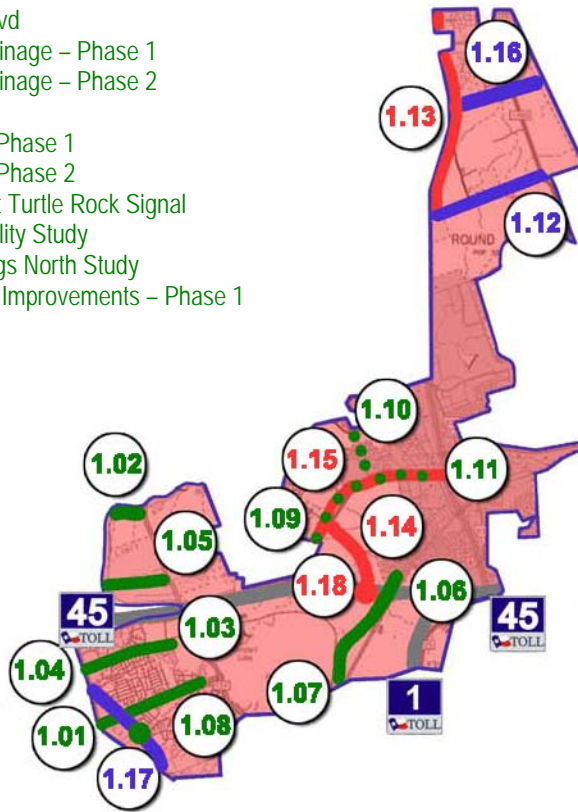
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – July 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – March 2008
- Limmer Loop, Ph. 1C – October 2008

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1



Under Construction / Bidding

- 1.12 CR 111 (Westinghouse Rd)
- 1.16 SE Inner Loop @ FM 1460
- 1.17 Pond Springs Road

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.14 O'Connor Extension
- 1.15 RM 620 Ultimate Schematic and EA
- 1.18 O'Connor Overpass at SH 45

**RM 620, Ph. 1 (Intersections of Wyoming Springs, Oaklands and Deepwood)
Project No. 08WC605**

Original Contract Price = \$780,644.01

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/13/2008	3/4/2008	5/23/2008	6/2/2008	1/27/2009		120	48	168

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/2/2008	8/31/2008	91	\$456,146.87	\$456,146.87	\$24,007.73	\$24,007.73	61	54	\$0.00	\$0.00
2	9/1/2008	9/30/2008	30	\$186,617.62	\$642,764.49	\$9,281.98	\$33,289.71	85	72	\$0.00	\$0.00
3	10/1/2008	10/31/08	27	\$85,708.05	\$728,472.54	\$4,510.95	\$37,800.66	96	88	\$0.00	\$0.00
4	Final Payment	N/A		\$28,834.45	\$757,306.99	\$1,517.60	\$39,318.26	99	-	\$0.00	\$0.00

7/27/2009 Comments - Final pay estimate has been received from the Contractor. The balancing change order has is being processed through the County. Final project close-out and release of retainage is pending Contractor submission of affidavit of all bills paid, final waivers of lien and maintenance bond. Record drawings were reviewed by HNTB and returned to the Contractor for revisions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/30/2008	11,869.20	11,869.20

2I: Differing Site Conditions. Additional safety needs (unforeseeable). Commissioner Birkman requested additional safety measures at the western HEB entrance to reduce the risk of accidents. Flexible Delineator Posts were therefore added to address the safety concerns. Twenty-eight (28) days were added to the Contract schedule.

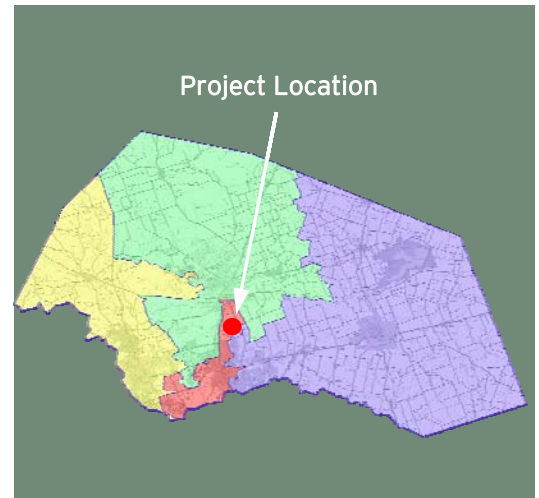
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/30/2008	-19,537.50	-7,668.30

1A: Design Error or Omission. Other. The proposed 18" RCP was changed to 24" RCP to match field conditions for the pipe extensions at Deep Wood Dr. 3: County Convenience. 3M: Other. Removes additional items that went with the In Pavement Lighting, which was removed from the Contract prior to Execution of the Contract Documents. 3L: Revising safety work/measures desired by the County. Upgrades the existing flashing beacon at the hike & bike trail crossing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/26/2009	9,263.40	1,595.10

3F: County Convenience. Additional work desired by the County. This change order provides payment for installation of an additional pedestrian improvements at the intersection of Liberty Walk and Tonkinese Drive. This change order also provides payment for the upgrade of sign material reflectivity (stop signs and stop ahead signs) in lieu of hardwired continuous flashing beacons. Twenty (20) days were added to the Contract schedule. Substantial Completion for all work with the exception of work associated with Change Order No. 3 was reached on October 27, 2008 and time charges were stopped. Time charges began again on January 7, 2009 when work on Change Order No. 3 commenced.

Adjusted Price = \$782,239.11



CR 111 (WESTINGHOUSE ROAD) (Hewlett Loop to FM 1460)

Project Length: 1.99 Miles
Roadway Classification: Minor Arterial
Roadway Section: Transitions from four-lane w/ center two-way turn lane on the west end to four-lane divided on the east end

Project Schedule: June 2008 - June 2010
Estimated Construction Cost: \$5.9 Million



JULY 2009 IN REVIEW

7/6/2009 - JC Evans completed curb and gutter placement from Scenic Lake to Rabbit Hill. They also completed the rip rap on the EB side of the roadway across from Park Central and Rabbit Hill on the front slope. They are currently working on fine grading flex base from the middle detour to Scenic Lake on the proposed WBML. JC Evans' sub AB&R is scheduled to start paving next week on the proposed EBML from Rabbit Hill to the middle detour.

7/13/2009 - JC Evans is currently working on underdrain placement between the middle detour to Scenic Lake. They are also working on detours at the west end of the project to move traffic onto the proposed WB lanes so they can build the middle of the roadway up to the pond area. AB&R completed the paving on the proposed EB lanes from Rabbit Hill to the middle detour.

7/27/2009 - The Contractor is currently working on fine grading the flex base from the west end of the project to the pond area for the middle portion of the proposed roadway. They are also working on fine grading the proposed WB lanes from Scenic Lake to the west. They have removed the middle detour and are working in this area placing curb for the median. JC Evans sub is scheduled to start paving in the next couple of weeks on the west end and the area from Scenic Lake back to the west.



Design Engineer: Huggins/Seiler & Associates
Contractor: J.C. Evans Construction
Construction Observation:
Kenneth Marak, Williamson County

Williamson County
Road Bond Program

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

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/15/2010		730	0	730

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2	\$0.00	\$0.00
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6	\$0.00	\$0.00
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	11	\$0.00	\$0.00
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	15	\$0.00	\$0.00
5	10/1/2008	10/31/08	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	19	\$0.00	\$0.00
6	11/1/2008	11/30/08	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	23	\$0.00	\$0.00
7	12/1/2008	12/31/08	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	27	\$0.00	\$0.00
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	32	\$0.00	\$0.00
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	35	\$0.00	\$0.00
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	40	\$0.00	\$0.00
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	44	\$0.00	\$0.00
12	5/1/2009	5/31/2009	31	\$226,555.61	\$3,638,900.91	\$11,923.98	\$191,521.10	65	48	\$0.00	\$0.00
13	6/1/2009	6/30/2009	30	\$249,244.85	\$3,888,145.76	\$13,118.15	\$204,639.25	69	52	\$0.00	\$0.00
14	7/1/2009	7/31/2009	31	\$332,593.17	\$4,220,738.93	\$17,504.90	\$222,144.15	75	56	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	09/23/2008	6,660.00	6,660.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/07/2008	100,144.67	106,804.67

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	03/30/2009	2,760.00	152,360.93

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	04/03/2009	-92,636.54	59,724.39

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

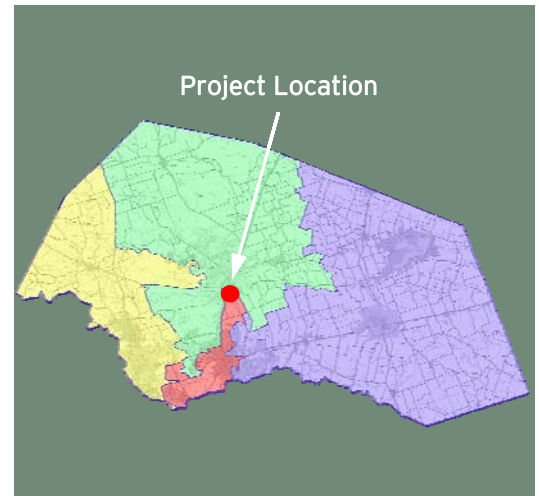
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	05/08/2009	16,730.56	76,454.95

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	05/08/2009	2,400.00	78,854.95

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

Adjusted Price = \$5,942,908.89



S.E. INNER LOOP @ FM 1460 (Intersection Improvements)

Project Length: 0.73 Miles
Roadway Classification: Minor Arterial
Roadway Section: Two-way travel lanes w/ right and left turn lanes at all four approaches

Project Schedule: June 2009 - November 2009
Estimated Construction Cost: \$900 Million



JULY 2009 IN REVIEW

7/6/2009 - The temporary signal has been completed. Jo'B Site is scheduled to start roadway excavation this week.

7/13/2009 - Jo'B Site is currently working on embankment on the proposed WB lanes of Inner Loop from 1460 back to the west.

7/20/2009 - Jo'B Site continues to work on embankment for the proposed WB lanes of Inner Loop from 1460 back to the west and east.

7/27/2009 - Jo'B Site is currently working on the temporary widening on FM 1460 on the SB side. They are scheduled to close the SB lane down on 7/28/09 to place the asphalt stabilized base on it. The traffic switch will follow soon after. They have also placed the 1st course of flex base on the proposed WB lanes on Inner Loop from just east of FM 1460 to almost the west end of the project.



Design Engineer: LAN
Contractor: J'OB Site Construction
Construction Observation:
Kenneth Marak, Williamson County

Williamson County
Road Bond Program

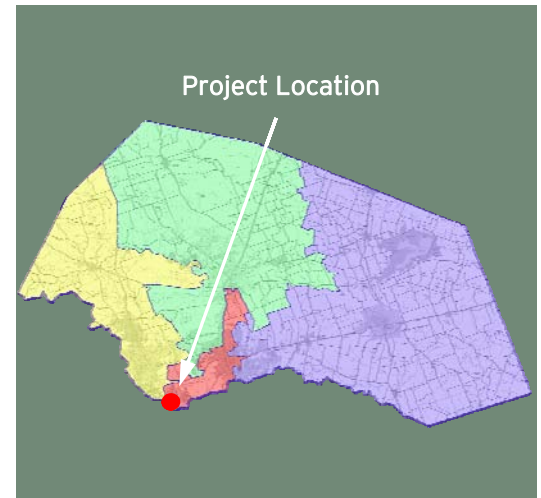
S.E. Inner Loop @ FM 1460
Project No. 09WC708

Original Contract Price = \$889,492.48

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/25/2009	4/21/2009	5/22/2009	6/1/2009	11/10/2009		163	0	163

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/1/2009	6/30/2009	30	\$102,851.51	\$102,851.51	\$11,427.95	\$11,427.95	13	18	\$0.00	\$0.00
2	7/1/2009	7/31/2009	31	\$79,130.70	\$181,982.21	\$8,792.30	\$20,220.25	23	37	\$0.00	\$0.00

Adjusted Price = \$889,492.48



POND SPRINGS WIDENING (McNeil Road to US 183)

Project Length: 1.84 Miles
Roadway Classification: Minor Arterial
Roadway Section: Two-lane w/ a center two-way turn lane

Project Schedule: June 2009 - November 2009
Estimated Construction Cost: \$3.2 Million



JULY 2009 IN REVIEW

7/6/2009 - The contractor continues replacing driveway culverts, and has begun earthwork and drilling signal foundations. NTP was given on 6/3/09/ time charges began on 6/24/09. A site permit was received from the City of Austin on Friday, 6/12/09.

7/13/2009 - RGM continues to work on installing driveway pipes and SET's. They have also started working subgrade and placing road base from the Red Barn Nursery north to the Audi Dealership on the east side of the road. Drilling for the new signal poles at the Pond Springs/Turtle Rock intersection k]` begin this week. The contractor set low profile concrete barriers at the north end of the project in order to begin demo work on the culvert # 4 concrete headwalls this week.

7/27/2009 - RGM has completed installing driveway pipes and SET's (Safety End Treatments) on the east side. They have started pouring the concrete needed in order to complete the above mentioned SET's. They also continue to work subgrade and place road base working from the south heading north on the east side of the road. Drilling for the new signal poles at the Pond Springs/Turtle Rock intersection continues and should be complete by next week. Demo work continues at the Anderson Mill intersection, and the contractor will now begin demo work on the concrete headwalls of Culvert #3.



Design Engineer: URS Corporation
Contractor: RGM Constructors
Construction Observation:
Jerry Batten, Williamson County

**Williamson County
Road Bond Program**

Pond Springs Widening (McNeil Rd to US 183)
Project No. 09WC710

Original Contract Price = \$3,167,595.05

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/6/2009	5/12/2009	6/3/2009	6/24/2009	11/20/2009		150	0	150

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/24/2009	6/30/2009	7	\$152,121.44	\$152,121.44	\$16,902.38	\$16,902.38	5	5	\$0.00	\$0.00
2	7/1/2009	7/31/2009	31	\$214,799.85	\$366,921.29	\$23,866.65	\$40,769.03	13	25	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/23/2009	15,313.65	15,313.65

1A: Design Error or Omission. Incorrect PS&E. This change order adds line items for temporary work zone pavement markers and the elimination of the same.

Adjusted Price = \$3,182,908.70

PRECINCT 2

COMMISSIONER LONG

Under Construction / Bidding

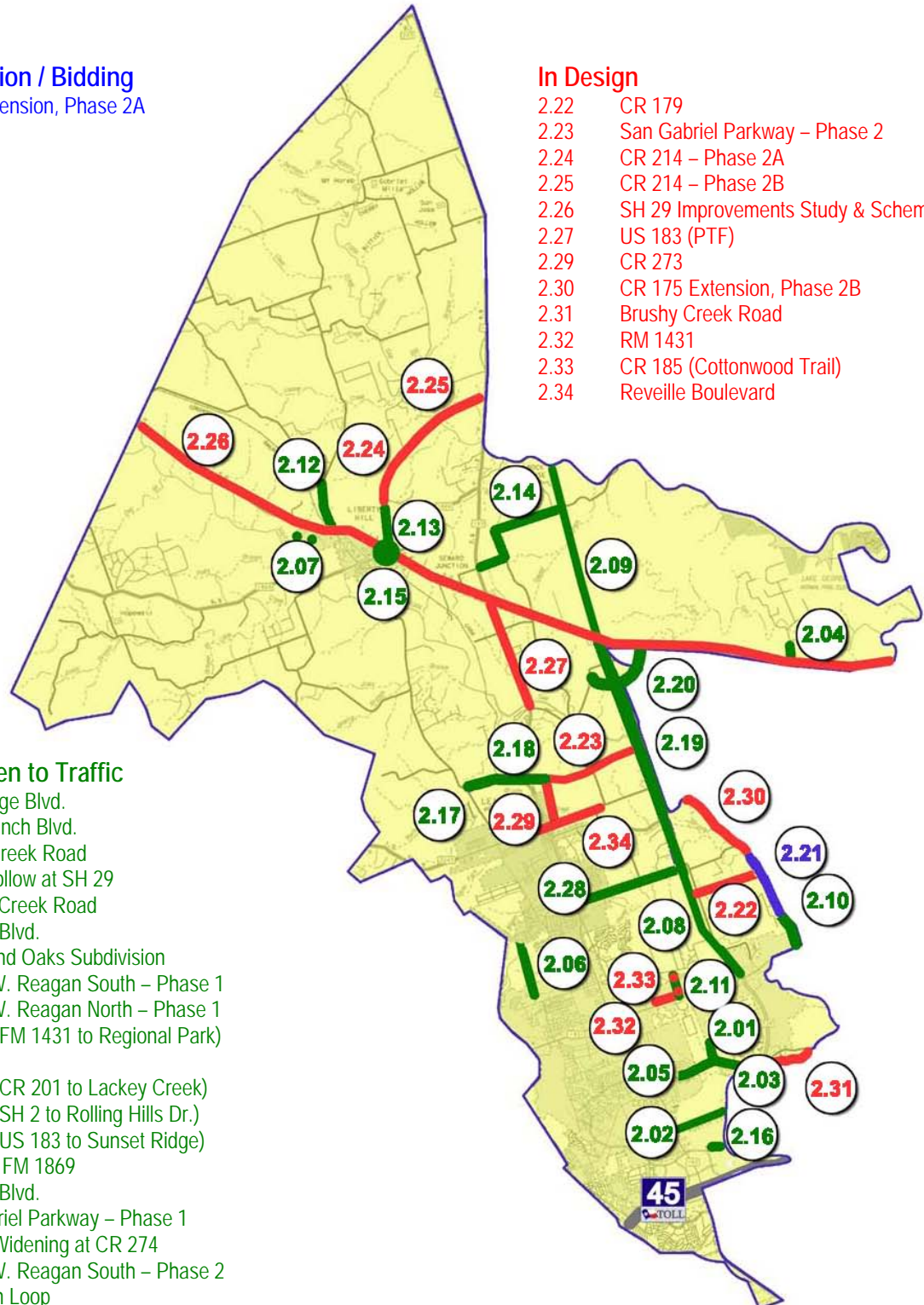
2.21 CR 175 Extension, Phase 2A

In Design

2.22 CR 179
 2.23 San Gabriel Parkway – Phase 2
 2.24 CR 214 – Phase 2A
 2.25 CR 214 – Phase 2B
 2.26 SH 29 Improvements Study & Schematic
 2.27 US 183 (PTF)
 2.29 CR 273
 2.30 CR 175 Extension, Phase 2B
 2.31 Brushy Creek Road
 2.32 RM 1431
 2.33 CR 185 (Cottonwood Trail)
 2.34 Reville Boulevard

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
 2.02 Avery Ranch Blvd.
 2.03 Brushy Creek Road
 2.04 Cedar Hollow at SH 29
 2.05 Cypress Creek Road
 2.06 Lakeline Blvd.
 2.07 River Bend Oaks Subdivision
 2.08 Ronald W. Reagan South – Phase 1
 2.09 Ronald W. Reagan North – Phase 1
 2.10 CR 175 (FM 1431 to Regional Park)
 2.11 CR 185
 2.12 CR 200 (CR 201 to Lackey Creek)
 2.13 CR 214 (SH 2 to Rolling Hills Dr.)
 2.14 CR 258 (US 183 to Sunset Ridge)
 2.15 SH 29 at FM 1869
 2.16 Lakeline Blvd.
 2.17 San Gabriel Parkway – Phase 1
 2.18 US 183 Widening at CR 274
 2.19 Ronald W. Reagan South – Phase 2
 2.20 Kauffman Loop
 2.28 CR 272



San Gabriel Pkwy, Ph. 1 (Future Halsey Dr. to Future CR 273)
Project No. 05WC321

Original Contract Price = \$2,291,679.53

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/22/2005	7/12/2005	5/1/2006	5/8/2006	2/15/2007		244	39	283

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/8/2006	5/31/2006	24	\$424,768.73	\$424,768.73	\$47,196.53	\$47,196.53	19	8	\$0.00	\$0.00
2	6/1/2006	6/30/2006	30	\$138,345.52	\$563,114.25	\$15,371.72	\$62,568.25	25	19	\$0.00	\$0.00
3	7/1/2006	7/31/2006	31	\$279,550.44	\$842,664.69	\$31,061.16	\$93,629.41	38	30	\$0.00	\$0.00
4	8/1/2006	8/31/2006	31	\$228,153.27	\$1,070,817.96	\$25,350.36	\$118,979.77	48	41	\$0.00	\$0.00
5	9/1/2006	9/30/2006	30	\$249,149.78	\$1,319,967.74	\$27,683.31	\$146,663.08	59	52	\$0.00	\$0.00
6	10/1/2006	10/31/06	31	\$319,298.06	\$1,639,265.80	\$35,477.56	\$182,140.64	74	63	\$0.00	\$0.00
7	11/1/2006	11/30/06	30	\$377,676.64	\$2,016,942.44	\$41,964.08	\$224,104.72	91	73	\$0.00	\$0.00
8	12/1/2006	1/31/2007	62	\$35,795.41	\$2,052,737.85	\$3,977.26	\$228,081.98	92	95	\$0.00	\$0.00
9	2/1/2007	2/28/2007	15	\$47,813.82	\$2,100,551.67	\$5,312.65	\$233,394.63	94	100	\$0.00	\$0.00
10	3/1/2007	3/31/2007	N/A	\$186,715.71	\$2,287,267.38	\$-186,715.70	\$46,678.93	94	-	\$0.00	\$0.00

7/27/2009 Comments - Final acceptance is pending construction of the resolution of the Railroad Crossing issues. CapMetro has approved JC Evans to commence with the boring at the railroad. Work is anticipated to be complete by mid-August.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	03/21/2006	180,012.38	180,012.38

5E: Contractor Convenience. The project was let in July 2005. Due to delays with acquisition of easements for the project, construction was postponed for approximately 6 months. As a result of the extensive delays, the Contractor was unable to honor the original unit costs bid and awarded for selected contract items and requested revised contract prices for those items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	09/20/2006	2,719.00	182,731.38

1B: Design Error (Other) - Item of work in plans was not identified in original bid. New item is being added (valley gutter).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/23/2007	16,716.25	199,447.63

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The section of Halsey Drive included in the project was widened and striping was added to match conditions on the existing Halsey Drive. 39 days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	02/23/2007	12,377.65	211,825.28

1A: Design Error or Omission. Incorrect PS&E. The elevations at the existing railroad did not match those on the plans. Elevations were revised to meet field conditions, resulting in additional quantities. The vegetative watering quantity has been revised to meet the contract watering requirements. 3M: County Convenience. Other. County opted to revise the project limits in order to better coordinate the future work to be done at the US 183 intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	08/16/2007	0.00	211,825.28

5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion.

Adjusted Price = \$2,503,504.81

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

Original Contract Price = \$15,857,326.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/17/2005	9/27/2005	1/13/2006	1/23/2006	9/17/2008		540	212	752

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	11/1/2005	10/31/05	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0	\$0.00	\$0.00
2	12/1/2005	11/30/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/9/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1	\$0.00	\$0.00
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5	\$0.00	\$0.00
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9	\$0.00	\$0.00
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13	\$0.00	\$0.00
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17	\$0.00	\$0.00
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21	\$0.00	\$0.00
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25	\$0.00	\$0.00
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29	\$0.00	\$0.00
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33	\$0.00	\$0.00
12	10/1/2006	10/31/06	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38	\$0.00	\$0.00
13	11/1/2006	11/30/06	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41	\$0.00	\$0.00
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58	\$0.00	\$0.00
15	4/1/2007	4/30/2007	30	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62	\$0.00	\$0.00
16	5/1/2007	5/31/2007	31	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	66	\$0.00	\$0.00
17	6/1/2007	7/31/2007	61	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	74	\$0.00	\$0.00
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	78	\$0.00	\$0.00
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	82	\$0.00	\$0.00
20	10/1/2007	10/31/07	31	\$1,258,832.28	\$10,417,142.98	\$-469,076.61	\$548,513.49	77	86	\$0.00	\$0.00
21	11/1/2007	11/30/07	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	90	\$0.00	\$0.00
22	12/1/2007	12/31/07	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	94	\$0.00	\$0.00
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	98	\$0.00	\$0.00
24	2/1/2008	2/29/2008	13	\$789,217.12	\$13,147,345.81	\$-381,980.87	\$268,689.77	94	100	\$0.00	\$0.00
25	3/1/2008	3/31/2008	N/A	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-	\$0.00	\$0.00
26	4/1/2008	5/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-	\$0.00	\$0.00
27	6/1/2008	7/31/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00
28	Final	Payment	N/A	\$246,514.59	\$13,844,159.17	\$5,030.91	\$282,910.45	99	-	\$0.00	\$0.00

7/27/2009 Comments - Final estimate has been received and is being processed for payment. Balancing Change Order has been transmitted to the Contractor; HNTB awaiting signed originals from the Contractor. Awaiting Contractor submission of affidavit of all bills paid, final waivers of lien, and maintenance bond. As-Built were returned to the Contractor with comments on 6/17/09; awaiting Contractor re-submission

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	02/14/2006	-2,114,062.05	-2,114,062.05

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	05/18/2006	12,444.00	-2,293,740.93

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	07/11/2006	128,440.00	-2,165,300.93

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	09/05/2006	111,179.80	-2,054,121.13

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	08/17/2006	8,493.37	-2,045,627.76

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	08/29/2006	59,041.60	-1,986,586.16
4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. 15 days were added to the contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	09/05/2006	218,894.00	-1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. 30 days were added to the contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	02/07/2007	8,360.00	-1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	03/27/2007	205,000.00	-1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	03/21/2007	10,577.00	-1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	04/20/2007	2,530.00	-1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
13	07/05/2007	-12,050.34	-1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
14	07/12/2007	81,502.00	-1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the project schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
15	09/17/2007	4,010.38	-1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
16	08/15/2007	29,117.00	-1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
17	10/31/2007	7,424.20	-1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
18	11/19/2007	0.00	-1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
19	01/08/2008	15,628.50	-1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
20	01/30/2008	24,887.96	-1,390,705.46

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

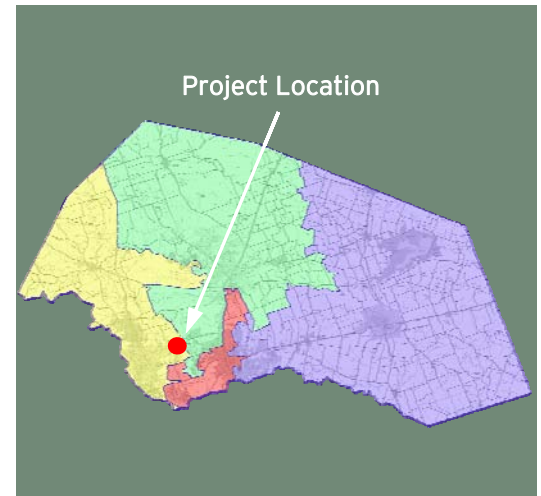
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
21	01/29/2008	106,465.66	-1,284,239.80

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
22	07/08/2008	8,930.00	-1,275,309.80

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

Adjusted Price = \$14,582,016.74



CR 175, PHASE 2A EXTENSION (Regional Park to Creekside Meadows)

Project Length: 1.01 Miles
Roadway Classification: Urban Collector
Roadway Section: Four-lane divided

Project Schedule: April 2009 - November 2009
Estimated Construction Cost: \$1.9 Million



JULY 2009 IN REVIEW

7/6/2009 - RGM is continuing to work on excavation and embankment from just south of CR 179 to the south end of the project. RGM is currently working on the proposed CR 179 alignment and they have completed the paving for detour A1. The striping and traffic switch is scheduled for the middle of the week. They have also completed the additional sleeve work so the utility relocation can be completed.

7/20/2009 - RGM is currently working on the proposed CR 179 alignment and they switched traffic onto the new CR 179 on 7/13/09. RGM has completed the traffic switch onto detour A1. They have also completed the additional sleeve work so the utility relocation can be completed.

7/27/2009 - RGM is currently working on the final lift of flex base from the south end of the project to Parkside Parkway. They are scheduled to start curb and gutter placement on 7/27/09. They have also placed the concrete rip rap on the outfall of Culvert #1.



Design Engineer: Haynie Consulting
Contractor: RGM Constructors
Construction Observation:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program

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

Original Contract Price = \$1,854,291.16

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/21/2009	2/3/2009	4/20/2009	7/6/2009	1/1/2010		180	0	180

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/20/2009	4/19/2009	0	\$43,970.99	\$43,970.99	\$4,885.67	\$4,885.67	3	0	\$0.00	\$0.00
2	5/12/2009	5/11/2009	0	\$396,055.07	\$440,026.06	\$44,006.11	\$48,891.78	26	0	\$0.00	\$0.00
3	7/6/2009	7/31/2009	26	\$213,429.04	\$653,455.10	\$23,714.34	\$72,606.12	39	14	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/23/2009	-4,029.24	-4,029.24

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	07/23/2009	17,615.43	13,586.19

4B: Third Party Accommodation. Third party requested work: Adding 6 4 IN conduits at a total of 1320 LF for PEC, AT&T, and Time Warner.

Adjusted Price = \$1,867,877.35

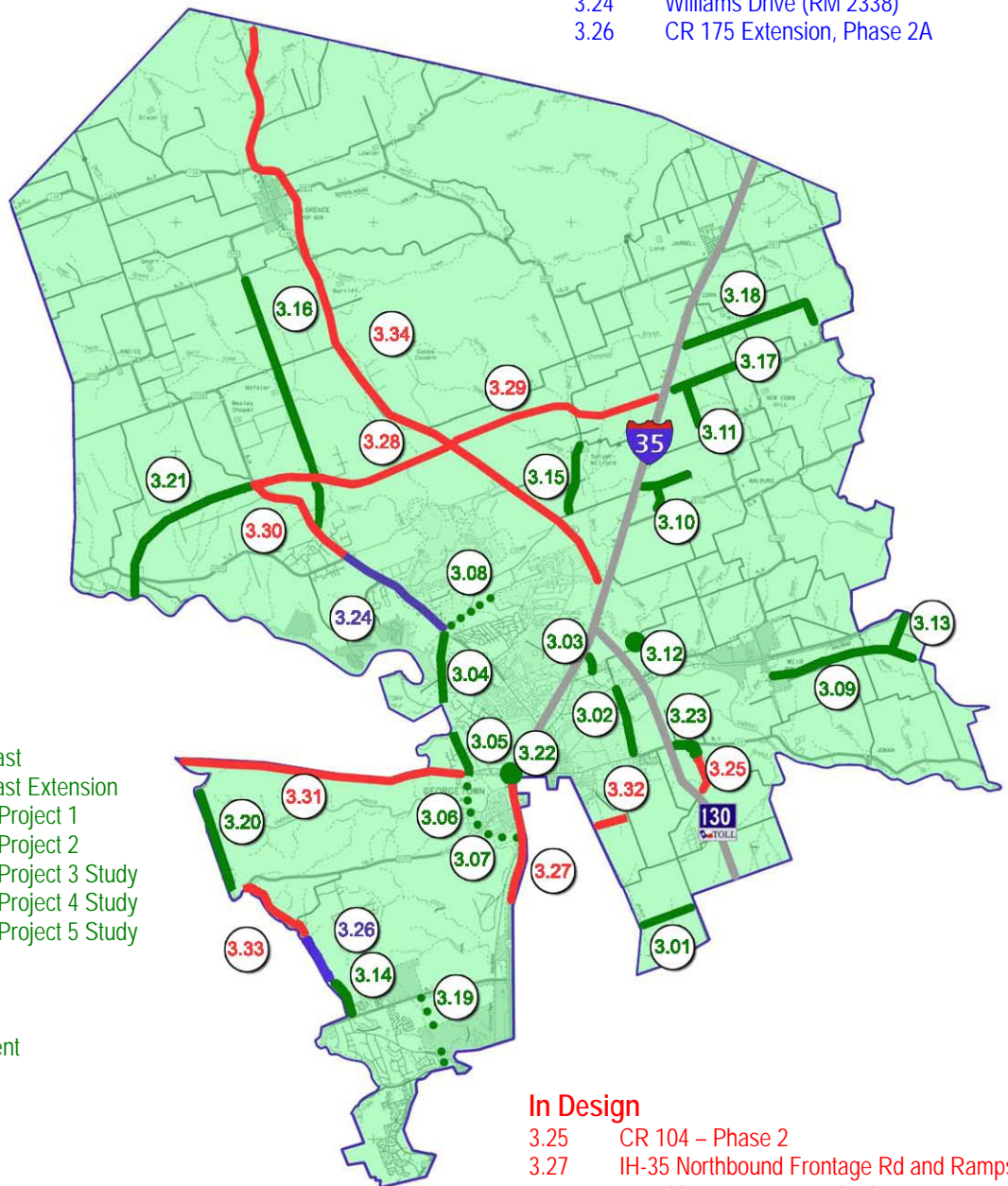
PRECINCT 3

COMMISSIONER COVEY

Under Construction / Bidding

3.24 Williams Drive (RM 2338)

3.26 CR 175 Extension, Phase 2A



Completed/Open to Traffic

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

In Design

- 3.25 CR 104 – Phase 2
- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.28 Ronald W. Reagan North Phase 3
- 3.29 Ronald W. Reagan North Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.32 Georgetown SE Inner Loop Widening
- 3.33 CR 175 Extension, Phase 2B
- 3.34 SH 195 ROW and Utilities

Ronald Reagan Blvd North, Ph. 2 (FM 3405 to RM 2338)
Project No. 07WC502

Original Contract Price = \$9,757,296.99

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/1/2006	11/28/2006	3/7/2007	3/12/2007	5/4/2009		450	0	450

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/12/2007	3/31/2007	20	\$356,220.00	\$356,220.00	\$39,580.00	\$39,580.00	4	4	\$0.00	\$0.00
2	4/1/2007	4/30/2007	30	\$607,947.95	\$964,167.95	\$67,549.77	\$107,129.77	11	11	\$0.00	\$0.00
3	5/1/2007	5/31/2007	31	\$250,364.38	\$1,214,532.33	\$27,818.27	\$134,948.04	14	18	\$0.00	\$0.00
4	6/1/2007	6/30/2007	30	\$524,013.80	\$1,738,546.13	\$58,223.75	\$193,171.79	20	25	\$0.00	\$0.00
5	7/1/2007	7/31/2007	31	\$256,470.21	\$1,995,016.34	\$28,496.69	\$221,668.48	23	32	\$0.00	\$0.00
6	8/1/2007	8/31/2007	31	\$675,412.47	\$2,670,428.81	\$75,045.83	\$296,714.31	30	38	\$0.00	\$0.00
7	9/1/2007	9/30/2007	30	\$975,098.54	\$3,645,527.35	\$108,344.28	\$405,058.59	41	45	\$0.00	\$0.00
8	10/1/2007	10/31/200	31	\$1,034,884.68	\$4,680,412.03	\$114,987.19	\$520,045.78	53	52	\$0.00	\$0.00
9	11/1/2007	11/30/200	30	\$897,356.66	\$5,577,768.69	\$99,706.30	\$619,752.08	63	59	\$0.00	\$0.00
10	12/1/2007	12/31/200	31	\$491,751.45	\$6,069,520.14	\$-300,303.65	\$319,448.43	65	66	\$0.00	\$0.00
11	1/1/2008	1/31/2008	31	\$600,627.39	\$6,670,147.53	\$31,611.97	\$351,060.40	72	72	\$0.00	\$0.00
12	2/1/2008	2/29/2008	29	\$933,260.56	\$7,603,408.09	\$49,118.97	\$400,179.37	82	79	\$0.00	\$0.00
13	3/1/2008	3/31/2008	31	\$534,479.40	\$8,137,887.49	\$28,130.50	\$428,309.87	88	86	\$0.00	\$0.00
14	4/1/2008	4/30/2008	30	\$505,128.78	\$8,643,016.27	\$26,585.72	\$454,895.59	93	92	\$0.00	\$0.00
15	5/1/2008	5/31/2008	23	\$123,657.52	\$8,766,673.79	\$6,508.29	\$461,403.88	94	98	\$0.00	\$0.00
16	6/1/2008	6/30/2008	N/A	\$114,594.93	\$8,881,268.72	\$6,031.32	\$467,435.20	103	-	\$0.00	\$0.00
17	7/1/2008	7/31/2008	N/A	\$326,467.91	\$9,207,736.63	\$-279,522.21	\$187,912.99	103	-	\$0.00	\$0.00
18	Final Payment	N/A	N/A	\$12,000.71	\$9,219,737.34	\$244.91	\$188,157.90	104	-	\$0.00	\$0.00

7/27/2009 Comments - Contract submitted As-Built's have been reviewed and found to be complete and correct by HNTB. Balancing change order has been processed. Retainage will be released in August.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	05/25/2007	24,640.00	24,640.00

4D: Third Party Accommodation. Other. Item added as obligation to Seller (property owner) by Purchaser (Williamson County) in Real Estate Contract to furnish and install pipe sleeves of sufficient size to contain utility lines across property from North to South. Real estate contract provision was inadvertently left out of the contract as a bid item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	08/10/2007	-5,041.39	19,598.61

4B: Third Party Accommodation. Third Party Requested Work. The County agreed to property owner's request to eliminate construction of the proposed cul-de-sac at CR 248 and construct a driveway for access into the property. This change order will add and adjust bid item quantities associated with the construction changes in this area.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	08/10/2007	8,420.00	28,018.61

4D: Third Party Accommodation. Other. Item added as obligated to Seller (Elvin and Donna Hall - property owner Parcel 23) by Purchaser (Williamson County) on Real Estate Contract to construct driveway at Station 746 RT. The change order will reflect the additional cost for construction of this drive using existing contract items and unit rates.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	08/28/2007	28,133.90	56,152.51

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3D: County Convenience. Achievement of an early project completion. The County agreed to Contractor's request to modify the construction strategy at the FM 3405 intersection. This change order accounts for the extra work associated with the revised construction strategy.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	01/14/2008	11,623.50	67,776.01

4B: Third Party Accommodation. Third party requested work. Williamson County agreed to accommodate a property owner's request to construct an additional driveway which allows access from the Thomlinson Family property (Parcel 38) to Ronald Reagan Blvd.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	12/11/2007	289,372.00	357,148.01

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. The County agreed to Chisholm Trail Utility District's request for assistance with the relocation of their 18" water line that conflicts with construction of intersection at FM 3405. This change order will add bid item quantities associated with the relocation of the water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	07/31/2008	-718,831.29	-361,683.28

3H: County Convenience. Cost savings opportunity discovered during construction. The ultimate alignment for the Reagan Blvd / RM 2338 intersection will be constructed as part of the Reagan North, Ph. 3 project. Rather than construct the interim intersection as originally planned, the County opted for a simpler tie-in which reduced the amount of new construction to be removed during the Reagan North, Ph. 3 construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	10/30/2008	22,536.50	-339,146.78
5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The County agreed to Contractor's request to modify the construction strategy at the FM 3405 (via CO #4) and CR 289 intersections (via RFI #15). This change order accounts for the extra work associated with the revised construction strategy at CR 289, as well as extra quantities associated with unexpected field conditions at FM 3405 to create a smooth tie-in.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	07/23/2009	-10,254.97	-349,401.75
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.			

Adjusted Price = \$9,407,895.24

PASS THROUGH FINANCING: IH-35 at SH 29 (Turnaround Structures)
Wilco Project No. 07WC513 TxDOT CSJ: 015-08-122

Original Contract Price = \$3,673,982.79

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Accepted by TxDOT</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/25/2007	8/7/2007	9/28/2007	10/29/2007	6/2/2009		209	3	212

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	10/29/200	10/31/07	3	\$296,803.30	\$296,803.30	\$0.00	\$0.00	8	1	\$0.00	\$0.00
2	11/1/2007	11/30/07	19	\$430,321.76	\$727,125.06	\$0.00	\$0.00	20	10	\$0.00	\$0.00
3	12/1/2007	12/31/07	18	\$238,722.18	\$965,847.24	\$0.00	\$0.00	26	19	\$0.00	\$0.00
4	1/1/2008	1/31/2008	22	\$655,758.48	\$1,621,605.72	\$0.00	\$0.00	44	29	\$0.00	\$0.00
5	2/1/2008	2/29/2008	21	\$419,178.90	\$2,040,784.62	\$0.00	\$0.00	56	39	\$0.00	\$0.00
6	3/1/2008	3/31/2008	21	\$221,080.63	\$2,261,865.25	\$0.00	\$0.00	62	49	\$0.00	\$0.00
7	4/1/2008	4/30/2008	22	\$292,046.55	\$2,553,911.80	\$0.00	\$0.00	70	59	\$0.00	\$0.00
8	5/1/2008	5/31/2008	21	\$112,337.87	\$2,666,249.67	\$0.00	\$0.00	73	69	\$0.00	\$0.00
9	6/1/2008	6/30/2008	21	\$129,096.35	\$2,795,346.02	\$0.00	\$0.00	76	79	\$0.00	\$0.00
10	7/1/2008	7/31/2008	22	\$259,428.07	\$3,054,774.09	\$0.00	\$0.00	83	90	\$0.00	\$0.00
11	8/1/2008	8/31/2008	18	\$479,658.20	\$3,534,432.29	\$0.00	\$0.00	96	98	\$0.00	\$0.00
12	9/1/2008	9/30/2008	N/A	\$37,186.78	\$3,571,619.07	\$0.00	\$0.00	97	-	\$0.00	\$0.00
13	10/1/2008	10/31/08	N/A	\$7,302.45	\$3,578,921.52	\$0.00	\$0.00	97	-	\$0.00	\$0.00
14	11/1/2008	11/30/08	N/A	\$3,562.34	\$3,582,483.86	\$0.00	\$0.00	98	-	\$0.00	\$0.00
15	Final	Payment	N/A	\$42,417.05	\$3,624,900.91	\$0.00	\$0.00	99	-	\$0.00	\$0.00

7/27/2009 Comments - TxDOT has accepted the project. The final estimate has been received from the Contractor and has been submitted to the County for payment. HNTB will follow up with a change order to balance the Contract quantities, however no additional funds will need to be released to the Contractor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	12/06/2007	25,000.00	25,000.00

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This change order establishes an item to pay for off duty police and their vehicles that are required to work in lane closures according to General Note to Item 502. Payment will be made based on invoices submitted by the Contractor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	12/06/2007	750.00	25,750.00

3F: County Convenience. Additional work desired by the County. This change order establishes an item to pay for Drill Shaft cores according to Item 416.5C

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/07/2008	-52,500.00	-26,750.00

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The work item for Portable Concrete Traffic Barrier (CTB) is being revised, at the Contractor's request, from being furnished by the Contractor to being furnished from a TXDOT stockpile.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	02/18/2008	-4,434.15	-31,184.15

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The Contractor requested and received permission from the Design Engineer and TxDOT to delete the epoxy coating on the rebar for the bridge slabs. This Change Order credits the County for the deletion of the epoxy coating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	03/27/2008	0.00	-31,184.15

4D: Third Party Accommodation. Other. 5E: Contractor Convenience. Other. This change order adds three (3) working days to the contract to account for time charged between Christmas and New Year's holidays. TxDOT regulations restricted work on state roads during this time period.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	07/16/2008	20,000.00	-11,184.15

2E: Differing Site Conditions. Miscellaneous differences in sight conditions (unforeseeable). This change order sets up a force account for \$20,000.00 to remove and replace coping on retaining wall 6 due to a redesign of the roadway and retaining wall profile.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	05/14/2008	10,000.00	-1,184.15

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	10/01/2008	-5,592.10	-6,776.25

3L: County Convenience. Revising safety work/measures desired by the County. This change order deletes work on the guard rail that is attached to the existing SH 29 bridge, as approved by TXDOT, and installs a crash cushion and guard rail at NBSB Sta. 15+60 at the end of wall 7.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	10/01/2008	18,998.55	12,222.30

3L: County Convenience. Revising safety work/measures desired by the County. This change order pays the Contractor to place PCTB which protects the work zone and allows the Contractor to perform excavation adjacent to IH 35, relocate an illumination pole, and replace conduit in the excavated area that fed the illumination assemblies.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	10/30/2008	-39,812.00	-27,589.70

1B: Design Error or Omission. Incorrect PS&E. This change order decreases the retaining wall Plan Quantity square footage due a revision in the height of the wall at the Abutments.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	10/30/2008	4,200.00	-23,389.70

3E: County Convenience. Reduction of future maintenance. This change order adds rock berms to the contract to control erosion at the backless inlets.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	10/30/2008	5,159.00	-18,230.70

3F: County Convenience. Additional work desired by County. This change order pays the contractor to construct a drill shaft foundation, provide and install an illumination pole to be used as a mount for a future for the traffic counting device.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
13	02/18/2009	-20,537.75	-38,768.45

3G: County Convenience. Compliance requirements of new laws and/or policies. This change order deducts the cost for project testing performed from May, 2008 to August, 2008 from the contract. Project testing was initially the responsibility of the Contractor, but after further review of TxDOT standards, was changed to the County's responsibility during the project.

Adjusted Price = \$3,635,214.34

SH 29 / CR 104, Ph. 1 Improvements
Project No. 08WC602

Original Contract Price = \$1,977,963.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/16/2008	1/29/2008	2/15/2008	3/1/2008	7/28/2008		150	0	150

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/1/2008	3/31/2008	31	\$430,637.70	\$430,637.70	\$0.00	\$0.00	22	21	\$0.00	\$0.00
2	4/1/2008	4/30/2008	30	\$295,203.00	\$725,840.70	\$0.00	\$0.00	37	41	\$0.00	\$0.00
3	5/1/2008	5/31/2008	31	\$306,661.50	\$1,032,502.20	\$0.00	\$0.00	52	61	\$0.00	\$0.00
4	6/1/2008	6/30/2008	30	\$803,127.78	\$1,835,629.98	\$0.00	\$0.00	92	81	\$0.00	\$0.00
5	7/1/2008	8/31/2008	28	\$45,171.89	\$1,880,801.87	\$0.00	\$0.00	95	100	\$0.00	\$0.00
6	9/1/2008	10/31/08	N/A	\$12,696.30	\$1,893,498.17	\$0.00	\$0.00	95	-	\$0.00	\$0.00

7/27/2009 Comments - TxDOT has accepted the SH 29 portion of the project as complete. Certificate of Completion will be issued to the Contractor upon receipt of final pay estimate and Records Drawings.

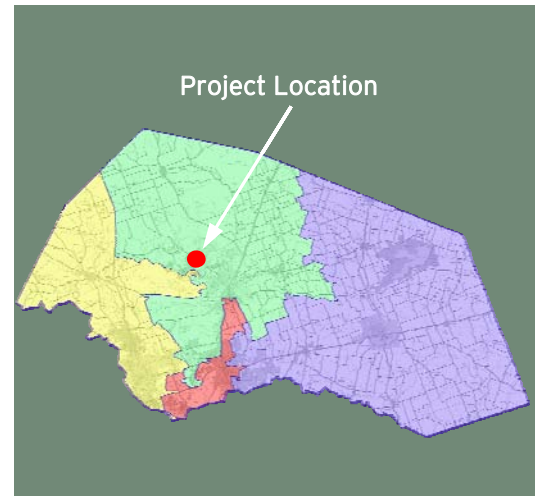
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/08/2008	10,000.00	10,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	08/13/2008	4,550.00	14,550.00

2: Differing Site Conditions (unforeseeable). 2G: Unadjusted Utility. This change order will provide payment for adjustment of valve risers located behind the curb on CR 104, over existing Jonah water line. 2E: Miscellaneous difference in site conditions. This change order will also pay the Contractor to modify Driveway #10 to address a drainage problem located behind the curb located on the south end of CR 104. 2I: Additional safety needs. The change order will pay for removal and relocation of mailboxes on the north side of SH 29 (requested by the rural postal carrier).

Adjusted Price = \$1,992,513.60



WILLIAMS DRIVE

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

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

Structures: None

Project Schedule: March 2009 - October 2010

Estimated Construction Cost: \$11.5 Million



JULY 2009 IN REVIEW

7/13/2009 - JC Evans is currently working on subgrade on the south widening at the east and west end. They are also embanking material at Del Webb along the north side. Also scheduled to begin placing first course of flex base from Olde Oak to Wildwood along the south side next week along with storm sewer pipes at the power poles. They are also working on installing storm sewer just west of Del Webb along the north ROW. They are continuing to relocate City of Georgetown fire hydrants.

7/20/2009 - JC Evans continues working on subgrade on the south widening at both ends of the project. They are also working on installing storm sewer in various locations and are continuing to relocate City of Georgetown fire hydrants. They placed the first course of flex base from the Scott & White driveway to Wildwood along the south side this week.

7/27/2009 - JC Evans is continuing to install 8" waterline in various locations and is working on subgrade on the south widening at both ends of the project. They are also working on installing storm sewer in various locations and are continuing to relocate City of Georgetown fire hydrants. They placed the first course of flex base from the Scott & White driveway to Wildwood along the south side this week. JC Evans is scheduled to start the placement of the box culvert across Del Webb Blvd this week.



Design Engineer: KBR
Contractor: J.C. Evans Construction
Construction Inspection: PBS&J

Williamson County
Road Bond Program



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

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	10/7/2010		570	0	570

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/16/2009	3/31/2009	16	\$409,766.45	\$409,766.45	\$0.00	\$0.00	4	3	\$0.00	\$0.00
2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	\$0.00	\$0.00	6	8	\$0.00	\$0.00
3	5/1/2009	5/30/2009	30	\$780,300.96	\$1,465,420.34	\$0.00	\$0.00	13	13	\$0.00	\$0.00
4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	\$0.00	\$0.00	16	19	\$0.00	\$0.00
5	7/1/2009	7/31/2009	31	\$439,814.28	\$2,315,223.07	\$0.00	\$0.00	20	24	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	06/09/2009	-22,295.80	-22,295.80

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

Adjusted Price = \$11,441,772.61

PRECINCT 4

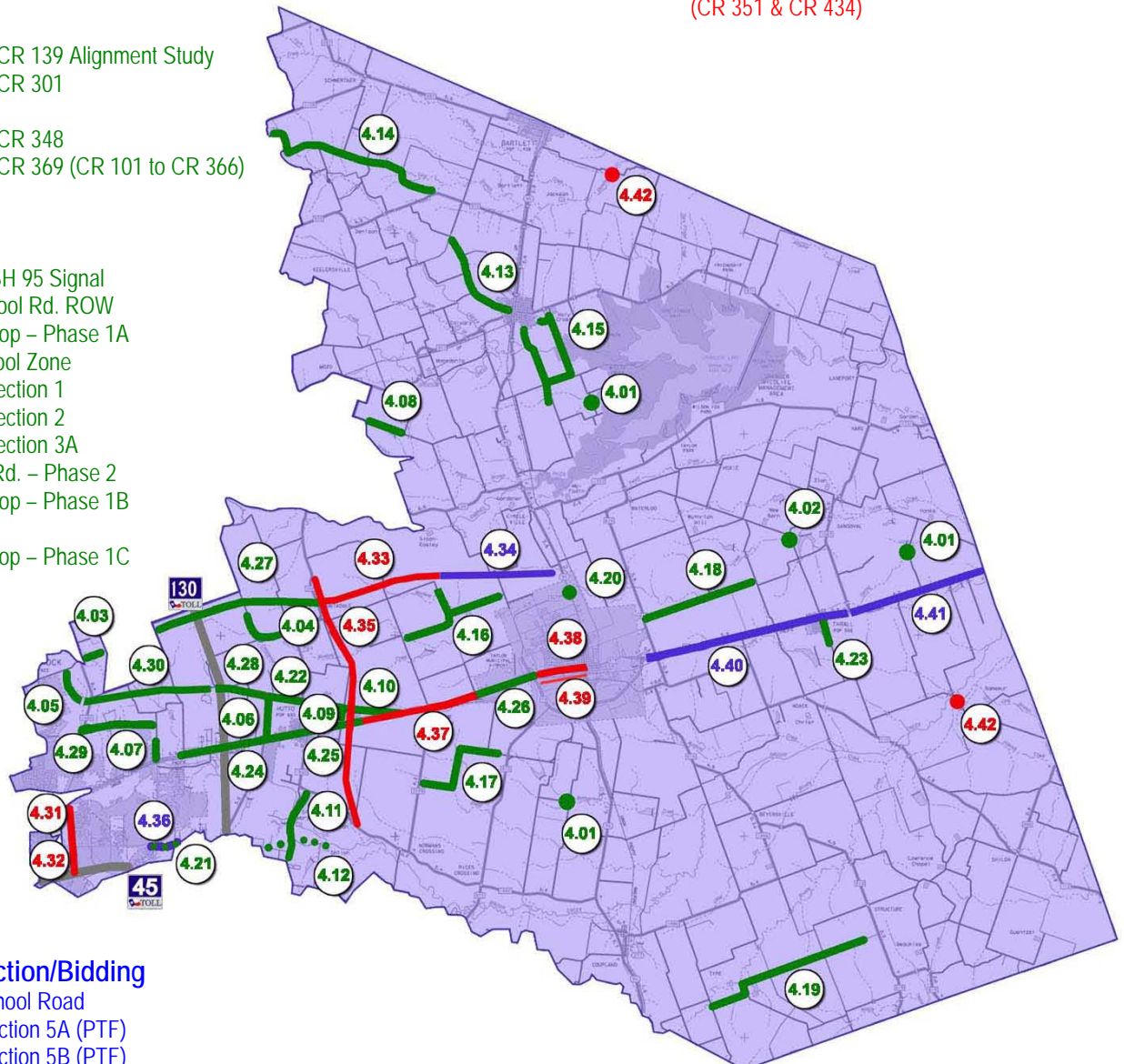
COMMISSIONER MORRISON

Completed/Open to Traffic

- 4.01 Bridge Replacements Phase 1 (CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 37 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop – Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 – Section 1
- 4.25 US 79 – Section 2
- 4.26 US 79 – Section 3A
- 4.27 Chandler Rd. – Phase 2
- 4.28 Limmer Loop – Phase 1B
- 4.29 CR 113
- 4.30 Limmer Loop – Phase 1C

In Design

- 4.31 Arterial A – Phase 1
- 4.32 Arterial A – Phase 2
- 4.33 Chandler Rd. – Phase 3A
- 4.35 FM 1660 (PTF)
- 4.37 US 79 Section 3 (PTF)
- 4.38 BUS 79/2nd Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.42 Bridge Replacements Phase 2B (CR 351 & CR 434)



Under Construction/Bidding

- 4.36 Gattis School Road
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)
- 4.34 Chandler Rd. – Phase 3B

Limmer Loop, Ph. 1C (CR 110 to SH 130)
Project No. 08WC603

Original Contract Price = \$1,504,753.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>F for Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/6/2008	2/19/2008	4/21/2008	4/30/2008	5/11/2009		210	0	210

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/30/2008	4/30/2008	1	\$120,168.90	\$120,168.90	\$13,352.10	\$13,352.10	9	0	\$0.00	\$0.00
2	5/1/2008	5/31/2008	31	\$201,787.20	\$321,956.10	\$22,420.80	\$35,772.90	24	15	\$0.00	\$0.00
3	6/1/2008	6/30/2008	30	\$211,777.20	\$533,733.30	\$23,530.80	\$59,303.70	39	30	\$0.00	\$0.00
4	7/1/2008	7/31/2008	31	\$265,662.00	\$799,395.30	\$29,518.00	\$88,821.70	59	44	\$0.00	\$0.00
5	8/1/2008	9/30/2008	61	\$585,041.28	\$1,384,436.58	\$65,004.59	\$153,826.29	95	73	\$0.00	\$0.00
6	10/1/2008	10/31/08	2	\$123,061.03	\$1,507,497.61	\$-123,061.03	\$30,765.26	100	74	\$0.00	\$0.00

7/27/2009 Comments - Adequate vegetation has been established. The Certification of Completion (dated 5/11/09) was issued on 5/19/09. Final project close-out and release of retainage is pending Contractor submission of final pay estimate, affidavit of all bills paid, final waivers of lien, maintenance bond, and record drawings.

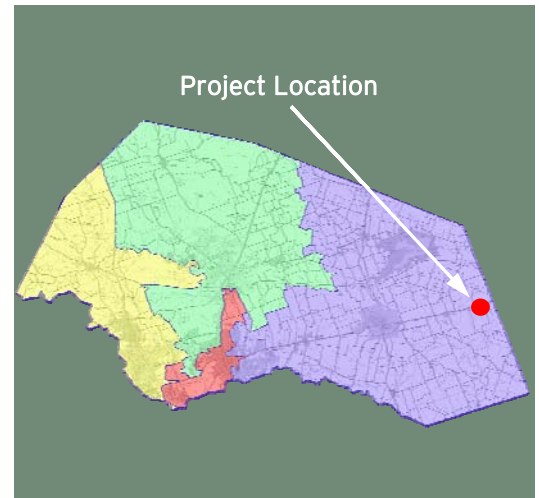
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/17/2008	17,888.18	17,888.18

3: County Convenience. 3F: Additional work desired by the County. This change order will provide payment for construction of an additional driveway on the 1B section of Limmer Loop, located on the SH 130 Frontage Road - Sta 34+38. 3I: Implementation of improved technology or better process. This change order will provide payment for a combined seed mix that the Contractor will place in lieu of two seeding operations to obtain both permanent and temporary cool weather grass coverage. 1A: Design Error or Omission. Incorrect PS&E. This change order will provide payment for construction of two concrete drives in lieu of asphalt as indicated in the plans at Sta 53+21 (RT) and Sta 54+82 (RT).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/28/2008	80,498.92	98,387.10

3: County Convenience. 3L: Revising safety work/measures desired by the County. 3D: Achievement of an early project completion. This change order provides payment for adjustment to width of roadway and construction to accommodate a continuous two way turn lane on the west end of project from CR 110 to the school entrance as directed by the County. This change order also accounts for additional costs incurred by the Contractor to accelerate road construction on the west end of the project in order to have the road open prior to the beginning of the school year.

Adjusted Price = \$1,603,140.70



PASS THROUGH FINANCING PROJECT US 79, SECTION 5B

(East of FM 1063 to Milam County Line)

Project Length: 4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culvert

Project Schedule: July 2008 - June 2010

Estimated Construction Cost: \$17 Million



JULY 2009 IN REVIEW

7/6/2009 - JC Evans continues with formwork and pouring concrete riprap at culverts. They began pouring concrete for the closure pours on the 8' X 4' precast culvert inside the existing 10' X 6' culvert at W'j Yfh#11. Approximately 800 LF of 8" waterline was installed for SW Milam on the East end of project. The Contractor completed flex base and placed prime on approximately 1500 LF of roadway at the East end of project.

7/20/2009 - JC Evans continues placing topsoil and grading ditches at various locations on project. They began formwork and pouring concrete for the north headwall at culvert #11. The Contractor continues with installation of metal beam guard fence at driveways on the East end of project.

7/27/2009 - Contractor completed formwork, poured concrete for the headwall and began backfill around culvert #11. JC Evans also began installation of mailboxes and continued watering for establishment of grass growth at various locations on project. The Contractor completed placement of the riprap located at culvert #6.



Design Engineer: LAN
Contractor: J.C. Evans Construction
Construction Inspection: Huitt-Zollars

Williamson County
Pass Through Financing Program



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

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/2008	4/29/2008	7/11/2008	7/23/2008	6/2/2010		499	0	499

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	7/11/2008	7/30/2008	8	\$57,547.25	\$57,547.25	\$0.00	\$0.00	0	2	\$0.00	\$0.00
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	\$0.00	\$0.00	9	6	\$0.00	\$0.00
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	\$0.00	\$0.00	11	11	\$0.00	\$0.00
4	10/1/2008	10/31/08	23	\$308,687.50	\$2,174,727.87	\$0.00	\$0.00	13	16	\$0.00	\$0.00
5	11/1/2008	11/30/08	20	\$473,119.00	\$2,647,846.87	\$0.00	\$0.00	16	20	\$0.00	\$0.00
6	12/1/2008	12/31/08	24	\$147,566.05	\$2,795,412.92	\$0.00	\$0.00	16	24	\$0.00	\$0.00
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	\$0.00	\$0.00	19	30	\$0.00	\$0.00
8	2/1/2009	2/17/2009	24	\$1,005,695.63	\$4,303,865.92	\$0.00	\$0.00	25	34	\$0.00	\$0.00
9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	\$0.00	\$0.00	27	39	\$0.00	\$0.00
10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	\$0.00	\$0.00	29	44	\$0.00	\$0.00
11	5/1/2009	5/31/2009	23	\$2,262,161.67	\$7,143,028.06	\$0.00	\$0.00	42	49	\$0.00	\$0.00
12	6/1/2009	6/30/2009	24	\$383,195.52	\$7,526,223.58	\$0.00	\$0.00	44	54	\$0.00	\$0.00
13	7/1/2009	7/31/2009	23	\$230,817.15	\$7,757,040.73	\$0.00	\$0.00	45	58	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	01/23/2009	25,000.00	25,000.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	06/09/2009	0.00	25,000.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	07/09/2009	22,350.00	47,350.00

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

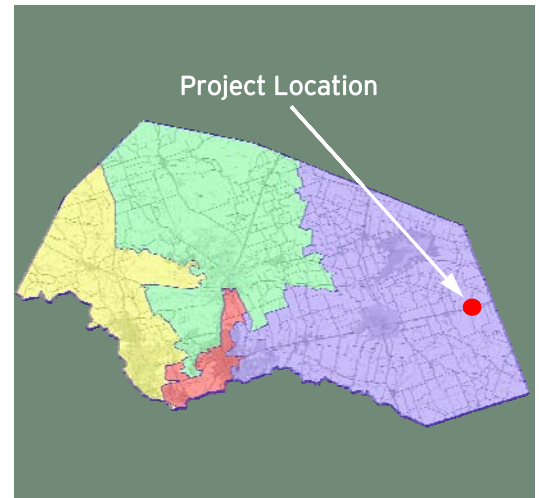
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	07/21/2009	55,234.06	102,584.06

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	07/21/2009	91,768.04	194,352.10

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

Adjusted Price = \$17,180,405.59



PASS THROUGH FINANCING PROJECT US 79, SECTION 5A

(East of Taylor to FM 1063)

Project Length: 6.1 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011

Estimated Construction Cost: \$20 Million



JULY 2009 IN REVIEW

7/6/2009 - Hunter continues processing flex base at various locations between FM 619 and CR 421. They also continue with formwork and pouring concrete headwalls and end treatments at box culverts. Hunter began the installation of median crossover drainage pipes. The cutting of ditches and placement of topsoil continued along the new westbound lanes.

7/13/2009 - Processing flex base continues at various locations between FM 619 and CR 421. Hunter also continues with formwork and pouring concrete headwalls and end treatments at box culverts. They began installation of storm sewer crossings and conduit for illumination in Thrall.

7/27/2009 - The Contractor continues to grade ditches, place topsoil, and install silt fences. Mixing lime in subgrade continues and drilling for illumination foundations began in Thrall. Installation of drainage pipe, placement of safety end treatments and processing flex base continues at various locations on project.



Design Engineer: Jacobs
Contractor: Hunter Industries
Construction Inspection: Huitt-Zollars

Williamson County
Pass Through Financing Program

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

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/18/2011		593	0	593

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	\$0.00	\$0.00	5	1	\$0.00	\$0.00
2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	\$0.00	\$0.00	13	4	\$0.00	\$0.00
3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	\$0.00	\$0.00	17	8	\$0.00	\$0.00
4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	\$0.00	\$0.00	19	11	\$0.00	\$0.00
5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	\$0.00	\$0.00	23	15	\$0.00	\$0.00
6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	\$0.00	\$0.00	27	19	\$0.00	\$0.00
7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	\$0.00	\$0.00	30	22	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	06/09/2009	5,534.58	5,534.58

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	07/28/2009	79,075.00	84,609.58

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	07/13/2009	1,546.07	86,155.65

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

Adjusted Price = \$20,107,849.57

TxDOT Transfer of West 2nd Street Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on an ORDER OF WILLIAMSON COUNTY, TEXAS ("COUNTY"), REQUESTING AND ACCEPTING THE TRANSFER OF JURISDICTION AND MAINTENANCE OF U.S. HIGHWAY 79 BUSINESS ("WEST SECOND STREET") FROM NORTH WEST CARLOS G PARKER BOULEVARD TO U.S. HIGHWAY 95 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") TO THE COUNTY.

Background

Fiscal Impact

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

Attachments

Link: [Order Transferring West Second Street](#)

Form Routing/Status

Form Started By: Peggy Vasquez
 Started On: 08/28/2008 10:25 AM
 Final Approval Date: 08/28/2008

ORDER

AN ORDER OF WILLIAMSON COUNTY, TEXAS ("COUNTY"), REQUESTING AND ACCEPTING THE TRANSFER OF JURISDICTION AND MAINTENANCE OF U.S. HIGHWAY 79 BUSINESS ("WEST SECOND STREET") FROM NORTH WEST CARLOS G PARKER BOULEVARD TO U.S. HIGHWAY 95 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") TO THE COUNTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, West Second Street is a primary thoroughfare through the City of Taylor and Williamson County; and

WHEREAS, TxDOT and Williamson County have mutually proposed a transfer of jurisdiction and maintenance of U.S. Highway 79 Business (West Second Street) from North West Carlos G Parker Boulevard to U.S. Highway 95 to the County,; and

WHEREAS, the County desires to accept TxDOT's transfer jurisdiction and maintenance of the subject section of West Second Street.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court finds it to be in the best interest of the citizens of the County to accept TxDOT's proposal to transfer jurisdiction and maintenance of West Second Street at the location stated herein.

SECTION 3. The County Judge is hereby authorized to sign this Order on behalf of the County.

SECTION 4. This Order shall be effective after the ____ day of _____, 2008.

ORDERED this ____ day of _____, 2008.

WILLIAMSON COUNTY:

Dan A. Gattis, County Judge

ATTEST:_____
NANCY Rister, County Clerk

US 183 at FM 3405 Traffic Signal Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Bid # 09WC713, US 183 at FM 3405 Traffic Signal, to the lowest and best bidder meeting specifications, Republic Intelligent Transportation Services, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Recommendation Letters](#)

Link: [Bid Analysis](#)

Form Routing/Status

Route Seq Inbox	Approved By	Date	Status
	Patrick Strittmatter	08/05/2009 03:23 PM	CREATED
1 County Judge Exec Asst.			NEW
Form Started By: Patrick Strittmatter		Started On: 08/05/2009 03:23 PM	

August 6, 2009

Williamson County Purchasing Department
301 S.E. Inner Loop, Suite 106
Georgetown, Texas 78626



Attention: Jonathan Harris
Assistant Purchasing Agent

Re: Williamson County Road Bond Program
US 183 at FM 3405 (Traffic Signal Construction)
Williamson County Project No. 09WC713
Recommendation of Contractor Award

Dear Mr. Harris,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and found to be correct. The bids are therefore accepted as hereby submitted, with Republic ITS being the low bidder. Following is a summary of the bid totals:

1. Republic ITS	\$102,499.00
2. ATCI Contracting	\$130,897.95
3. Austin Traffic Signal	\$132,816.00
4. G. Carter Construction	\$140,297.75

The Contractor's low bid is \$53,520.00 under the Engineer's estimated cost of construction. This represents an approximate 34% savings to the County.

In addition to meeting the bid qualifications subject to being low bidder, Republic ITS has been recommended highly by all contacted references. In addition, they were recently awarded a contract with TxDOT in Austin for various signal construction jobs. We therefore concur with the recommendation of the Design Engineer, Brown & Gay Engineers, Inc., for award of the US 183 at FM 3405 Traffic Signal Construction contract to Republic ITS in the contract amount of \$102,499.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James D. Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Joe England, Williamson County Engineer
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation
Federico J. Mendoza, Brown & Gay
Project File

**BROWN
& GAY**
ENGINEERS, INC.

July 29, 2009

Mr. James Klotz, PE
Project Manager
HNTB Corporation
14 Galloping Road
Round Rock, TX 78681

Re: **Recommendation of Award**
US 183 at FM 3405 Traffic Signal Construction
Williamson Project No. 09WC713
BGE Job No. WIL01-01

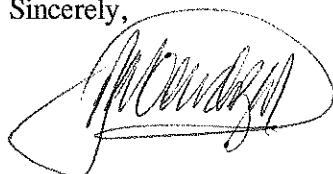
Dear Mr. Klotz:

On Wednesday, July 22, 2009, four bid proposals were received on the above referenced project. Republic ITS submitted the lowest total bid of \$102,499.00. This bid compares favorably to the Engineer's estimate of \$156,000.00.

The contractor has completed similar projects in the past, it appears that their performance has been satisfactory according to the references he provided. Based on the bid submitted, it is recommended that Republic ITS be authorized to perform this work for the proposed amount of \$102,499.00.

Should you have any questions or require any additional information, please call me at 512-879-0400. Please find attached a copy of the bid tabulation.

Sincerely,



Federico J. Mendoza, PE, PTOE
Project Manager

Recommendation of Award.docx

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Republic Intelligent Transportation Services	\$ 102,499.00	1	\$ (53,520.00)	-34.3%	-	-
ATCI Contracting	\$ 130,897.95	2	\$ (25,121.05)	-16.1%	\$ 28,398.95	27.7%
Austin Traffic Signal	\$ 132,816.00	3	\$ (23,203.00)	-14.9%	\$ 30,317.00	29.6%
G. Carter Construction	\$ 140,297.75	4	\$ (15,721.25)	-10.1%	\$ 37,798.75	36.9%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		Republic Intelligent Transportation Services		ATCI Contracting		Austin Traffic Signal		G. Carter Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	416-2032	DRILL SHAFT (TRF SIG POLE) (36")	56	LF	\$180.00	\$10,080.00	\$195.00	\$10,920.00	\$195.00	\$10,920.00	\$275.00	\$15,400.00	\$235.00	\$13,160.00
2	500-2001	MOBILIZATION	1	LS	\$12,800.00	\$12,800.00	\$5,200.00	\$5,200.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
3	502-2001	BARRICADES, SIGNS, & TRAFFIC HANDLING	3	MO	\$5,000.00	\$15,000.00	\$450.00	\$1,350.00	\$1,000.00	\$3,000.00	\$1,600.00	\$4,800.00	\$1,750.00	\$5,250.00
4	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	64	LF	\$5.00	\$320.00	\$7.00	\$448.00	\$2.25	\$144.00	\$5.00	\$320.00	\$5.00	\$320.00
5	618-2034	CONDT (PVC) (SCHD 80) (2")	225	LF	\$7.00	\$1,575.00	\$6.00	\$1,350.00	\$6.85	\$1,541.25	\$15.00	\$3,375.00	\$8.50	\$1,912.50
6	618-2035	CONDT (PVC) (SCHD 80) (2") (BORE)	325	LF	\$25.00	\$8,125.00	\$18.00	\$5,850.00	\$18.65	\$6,061.25	\$18.00	\$5,850.00	\$21.00	\$6,825.00
7	618-2038	CONDT (PVC) (SCHD 80) (3")	180	LF	\$25.00	\$4,500.00	\$7.00	\$1,260.00	\$9.85	\$1,773.00	\$16.00	\$2,880.00	\$10.75	\$1,935.00
8	618-2039	CONDT (PVC) (SCHD 80) (3") (BORE)	650	LF	\$25.00	\$16,250.00	\$18.00	\$11,700.00	\$22.30	\$14,495.00	\$19.00	\$12,350.00	\$27.50	\$17,875.00
9	620-2009	ELEC CONDUCTOR (NO. 6) BARE	75	LF	\$1.50	\$112.50	\$1.00	\$75.00	\$0.93	\$69.75	\$2.00	\$150.00	\$1.45	\$108.75
10	620-2010	ELEC CONDUCTOR (NO. 6) INSULATED	150	LF	\$1.70	\$255.00	\$1.00	\$150.00	\$1.15	\$172.50	\$3.00	\$450.00	\$1.65	\$247.50
11	620-2011	ELEC CONDUCTOR (NO. 8) BARE	1,310	LF	\$1.20	\$1,572.00	\$1.00	\$1,310.00	\$0.86	\$1,126.60	\$0.90	\$1,179.00	\$1.25	\$1,637.50
12	620-2012	ELEC CONDUCTOR (NO. 8) INSULATED	1,500	LF	\$1.30	\$1,950.00	\$1.00	\$1,500.00	\$1.05	\$1,575.00	\$1.00	\$1,500.00	\$1.40	\$2,100.00
13	624-2012	GROUND BOX TY C (162911) W/APRON	2	EA	\$700.00	\$1,400.00	\$530.00	\$1,060.00	\$585.00	\$1,170.00	\$800.00	\$1,600.00	\$675.00	\$1,350.00
14	624-2014	GROUND BOX TY D (162922) W/APRON	3	EA	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$665.00	\$1,995.00	\$900.00	\$2,700.00	\$750.00	\$2,250.00
15	628-2179	ELC SRV TY D (120/240) 100 (NS) AL (E) SP (O)	1	EA	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$4,365.00	\$4,365.00	\$4,800.00	\$4,800.00	\$5,200.00	\$5,200.00
16	636-2001	ALUMINUM SIGNS (TY A)	32	SF	\$20.00	\$640.00	\$30.00	\$960.00	\$20.30	\$649.60	\$30.00	\$960.00	\$26.50	\$848.00
17	644-2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	1	EA	\$550.00	\$550.00	\$100.00	\$100.00	\$625.00	\$625.00	\$650.00	\$650.00	\$710.00	\$710.00
18	644-2060	REMOVE SM RD SN SUP & AM	1	EA	\$150.00	\$150.00	\$18.75	\$18.75	\$135.00	\$135.00	\$35.00	\$35.00	\$300.00	\$300.00
19	666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	90	LF	\$6.60	\$594.00	\$1.25	\$112.50	\$4.58	\$412.20	\$10.00	\$900.00	\$7.75	\$697.50
20	677-2001	ELIM EXT PAV MRK & MRKS (4")	20	LF	\$0.40	\$8.00	\$0.50	\$10.00	\$0.40	\$8.00	\$10.00	\$200.00	\$7.75	\$155.00
21	678-2006	PAV SURF PREP FOR MRK (24")	90	LF	\$1.00	\$90.00	\$1.00	\$90.00	\$0.62	\$55.80	\$6.00	\$540.00	\$4.75	\$427.50
22	680-2002	INSTAL OF HWY TRAF SIG (ISOLATED)	1	EA	\$10,000.00	\$10,000.00	\$2,800.00	\$2,800.00	\$8,300.00	\$8,300.00	\$6,000.00	\$6,000.00	\$8,750.00	\$8,750.00
23	682-2001	BACK PLATE (12") (3 SEC)	10	EA	\$80.00	\$800.00	\$45.00	\$450.00	\$80.00	\$800.00	\$80.00	\$800.00	\$85.00	\$850.00
24	682-2023	VEH SIG SEC (12") LED (GRN)	10	EA	\$280.00	\$2,800.00	\$195.00	\$1,950.00	\$220.00	\$2,200.00	\$245.00	\$2,450.00	\$241.00	\$2,410.00
25	682-2025	VEH SIG SEC (12") LED (YEL)	14	EA	\$260.00	\$3,640.00	\$190.00	\$2,660.00	\$240.00	\$3,360.00	\$265.00	\$3,710.00	\$265.00	\$3,710.00
26	682-2027	VEH SIG SEC (12") LED (RED)	10	EA	\$240.00	\$2,400.00	\$165.00	\$1,650.00	\$215.00	\$2,150.00	\$215.00	\$2,150.00	\$218.00	\$2,180.00
27	682-2028	BACK PLATE (12") (1 SEC)	4	EA	\$65.00	\$260.00	\$34.00	\$136.00	\$60.00	\$240.00	\$100.00	\$400.00	\$65.00	\$260.00
28	684-2031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1,370	LF	\$2.00	\$2,740.00	\$1.00	\$1,370.00	\$1.45	\$1,986.50	\$1.50	\$2,055.00	\$1.85	\$2,534.50
29	684-2033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	705	LF	\$3.00	\$2,115.00	\$1.25	\$881.25	\$1.75	\$1,233.75	\$2.00	\$1,410.00	\$2.20	\$1,551.00
30	685-2004	INSTALL RDSD FLSH BEACON ASSM (SOLAR PWRD)	2	EA	\$1,200.00	\$2,400.00	\$4,800.00	\$9,600.00	\$5,395.00	\$10,790.00	\$4,900.00	\$9,800.00	\$5,000.00	\$10,000.00
31	686-2043	INS TRF SIG PL AM(S) 1 ARM (44')	1	EA	\$5,500.00	\$5,500.00	\$5,200.00	\$5,200.00	\$7,085.00	\$7,085.00	\$5,000.00	\$5,000.00	\$6,138.00	\$6,138.00
32	686-2045	INS TRF SIG PL AM(S) 1 ARM (44') LUM	2	EA	\$6,700.00	\$13,400.00	\$6,600.00	\$13,200.00	\$7,350.00	\$14,700.00	\$6,000.00	\$12,000.00	\$6,467.00	\$12,934.00
33	686-2049	INS TRF SIG PL AM(S) 1 ARM (48') LUM	1	EA	\$6,600.00	\$6,600.00	\$7,700.00	\$7,700.00	\$7,340.00	\$7,340.00	\$7,000.00	\$7,000.00	\$7,079.00	\$7,079.00
34	6006-2001	SPREAD SPECTRUM RADIO	1	EA	\$1,000.00	\$1,000.00	\$2,150.00	\$2,150.00	\$3,765.00	\$3,765.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00
35	6006-2002	COAXIAL CABLE	85	LF	\$2.50	\$212.50	\$1.50	\$127.50	\$2.75	\$233.75	\$4.00	\$340.00	\$3.00	\$255.00
36	6006-2005	ANTENNA (UNI-DIRECTIONAL)	1	EA	\$200.00	\$200.00	\$425.00	\$425.00	\$450.00	\$450.00	\$400.00	\$400.00	\$475.00	\$475.00
37	6266-2001	VIVDS PROCESSOR SYSTEM	1	EA	\$6,000.00	\$6,000.00	\$630.00	\$630.00	\$355.00	\$355.00	\$1.00	\$1.00	\$750.00	\$750.00
38	6266-2002	VIVDS CAMERA ASSEMBLY	6	EA	\$1,300.00	\$7,800.00	\$200.00	\$1,200.00	\$365.00	\$2,190.00	\$300.00	\$1,800.00	\$500.00	\$3,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		Republic Intelligent Transportation Services		ATCI Contracting		Austin Traffic Signal		G. Carter Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
39	6266-2003	VIVDS SET-UP SYSTEM	1	EA	\$720.00	\$720.00	\$425.00	\$425.00	\$825.00	\$825.00	\$1.00	\$1.00	\$950.00	\$950.00
40	6266-2005	VIVDS COMMUNICATION CABLE (COAXIAL)	1,240	LF	\$4.00	\$4,960.00	\$2.00	\$2,480.00	\$2.50	\$3,100.00	\$4.00	\$4,960.00	\$2.55	\$3,162.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$156,019.00		\$102,499.00		\$130,897.95		\$132,816.00		\$140,297.75	
ACTUAL BASE BID PROPOSAL							\$102,499.00		\$130,897.95		\$132,816.00		\$140,297.75	
ADJUSTMENT DIFFERENCE							\$0.00		\$0.00		\$0.00		\$0.00	
Acknowledgement of Addenda:														
Addendum No. 1							Yes		Yes		Yes		Yes	
Addendum No. 2							Yes		Yes		Yes		Yes	
Bid Bond							Yes		Yes		Yes		Yes	
Conflict of Interest Statement							Yes		Yes		Yes		Yes	
References (Mimimum of three)							Yes		Yes		Yes		Yes	

Jester Williamson County Annex Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 07/29/2009 11:39 AM
Final Approval Date: 07/30/2009

2009-2010 DWI/Drug Court Application Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Melissa Ramos, Adult Probation
Submitted For: Marty Griffith/ Judge Tim Wright
Department: Adult Probation
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding a Resolution from the Commissioner's Court supporting the application for the DWI/Drug Court grant from the Office of the Governor's Criminal Justice Division. To grant the concept of the DWI/Drug Court with the application for funding and the working agreement with Williamson Council on Alcohol and Drugs.

Background

The Williamson County CSCD (Adult Probation) with the support of the County Court-at-Law #2 established the DWI/Drug Court in 2006-2007 through the Office of the Governor, Criminal Justice Division. The DWI/Drug Court was created to deal with offenders charged with misdemeanors involving arrests for drugs and impaired driving. This grant will not burden Williamson County for any additional funds. Any funds need to "match" will be provided through the CSCD.

The grant requires a resolution from the Commissioner's Court supporting the application for the DWI/Drug Court grant. If the Court approves of the grant, a motion would be necessary in the form of a resolution support ing the concept of the DWI/Drug Court and the application for funding. The said resolution and working agreement with Williamson Council on Alcohol and Drugs;dba Lifesteps are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Resolution and work agreement](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

Melissa Ramos 08/05/2009 06:56 PM CREATED

1 County Judge Exec Asst.

PEND

Form Started By: Melissa Ramos

Started On: 08/05/2009 06:56 PM

WILLIAMSON COUNTY COMMISSIONER'S COURT RESOLUTION

WHEREAS, The Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County, that the Williamson County DWI/Drug Court be operated for fiscal year 2009-2010; and

WHEREAS, Williamson County Commissioner's Court agrees to provide applicable matching funds or the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Williamson County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Williamson County Commissioner's Court designates the Director of Williamson County CSCD (Adult Probation Department as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioner's Court approves submission of the grant application for the Williamson County DWI/Drug Court to the Office of the Governor, Criminal Justice Division.

Signed by:

Dan Gattis,
County Judge
Williamson County, Texas

Passed and Approved this 11th day of August, 2009.

Grant Number: 1869504

This is to certify that the objectives of the grant application submitted to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

PART I: APPLICANT ORGANIZATION

Williamson County
Applicant's Organization

Williamson County DWI/Drug Court
Project Title

Dan Gattis, Williamson County Judge

Printed Name and Title of Applicant's
Authorized Official

Signature of the Applicant's Authorized
Official

Date

PART II: OUTSIDE ORGANIZATION

Williamson Council on Alcohol and Drugs,
DBA LifeSteps.
Outside Organization

Williamson County DWI/Drug Court
Project Title

Efrain Davila, Director
Printed Name and Title of Outside
Organization's Authorized Official

Efrain Davila
Signature of the Outside
Organization's Authorized Official

8-4-09
Date

FY 2010 Lease Agreement - CTTC-Granger, Texas Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Melissa Ramos, Adult Probation
Submitted For: Marty Griffith
Department: Adult Probation
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and Consider approving a new 1 year (FY 2010) lease agreement between Williamson County and CSCD regarding the premises and building situated at 601 N. Alligator Street in Granger, Texas for the operation of the Central Texas Treatment Center.

Background

CSCD is to pay the sum of \$10,000.00 per month, which in the previous lease agreement the sum of \$15,000.00 per month was paid. The reduction would only be for the fiscal year of 2010. CSCD has also agreed to re-pay all or part of the monthly reduction in the amount of any additional funds that may be provided to the Williamson County CSCD by CJAD-TDCJ for the operation of the Central Texas Treatment Center during the said fiscal year 2010. The said new lease agreement is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Lease Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Melissa Ramos	08/05/2009 07:12 PM	CREATED
1	County Judge Exec Asst.			PEND
Form Started By: Melissa Ramos			Started On: 08/05/2009 07:12 PM	

LEASE AGREEMENT

This Lease Agreement is made and entered into this 11th day of August, 2009, by and between Williamson County, hereinafter referred to as Lessor, and the Williamson County Community Supervision and Corrections Department, hereinafter referred to as Lessee. Authority for this agreement is granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, the premises and building situated at 601 N. Alligator Street in Granger, Texas, and hereinafter referred to as the "premises".

I. TERM

The term of this lease shall be for a period of 1 year, commencing on September 1, 2009 and ending on August 31, 2010.

II. RENT

Lessee agrees to pay to Lessor the sum of \$10,000 per month, payable by the 10th day of each month. The previously agreed upon monthly lease payment of \$15,000 is hereby reduced to \$10,000 per month for fiscal year 2010. The lessee agrees to re-pay all or a part of the monthly reduction in the amount of any additional funds that may be provided to the Williamson County CSCD by CJAD-TDCJ for the operation of the Central Texas Treatment Center during fiscal year 2010.

III. MAINTENANCE AND SURRENDER

Lessor shall at its expense and risk maintain the roof, foundation, underground or otherwise concealed plumbing, the structural soundness of the exterior walls (including all windows, windows glass, plate glass, and all doors), and all other parts of the building and other improvements on the leased premises in good repair and condition, including but not limited to, repairs (including all necessary replacements) to the exterior plumbing, windows, window glass, plate glass, doors, HVAC system, fire protection system, interior of the building in general, and maintenance of the parking and common areas outside the building. Lessor will regularly, or at least annually, perform any mold related examinations and tests necessary to insure that unsafe levels of mold are not present in the building. Lessee will perform periodic checks of the attic and subfloor areas, to determine the existence of any water leaks or environments conducive to the growth of mold. Lessor agrees to remediate any mold damage or growth that may occur on the premises, and repair or replace any parts of the building damaged by mold.

Lessee shall, throughout the lease term, maintain the building and other improvements constituting the lease premises and keep them free from waste or nuisance, repair any damages to the premises caused by Lessee, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, except for reasonable wear and tear and damage by fire, tornado, or other casualty. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be paid by Lessee to Lessor as additional rental on the next rental installment date.

Any physical additions or improvements to the premises made by Lessee will become the property of Lessor.

Upon the expiration of this lease, Lessee shall have the right to remove from the leased premises its personal property and shall make any necessary repairs to the premises of damage caused in connection with the removal of said property, if any, within fifteen days of the expiration date. Lessor may require that Lessee, at termination of this lease and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted.

IV. OBLIGATIONS OF LESSOR AND LESSEE

Lessee shall pay all utility charges of water, electricity, sewer, heat, gas, and power used in and about the leased premises, all such charged to be paid by Lessee to the utility company or municipality furnishing the same, before the same shall become delinquent.

Lessee shall maintain insurance on any personal or Lessee owned property.

Lessor and Lessee release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Lessor or Lessee. This release applies only to the extent permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

If the premises are damaged by casualty and can be restored within ninety days, the Lessor will, at its expense, restore the premises to substantially the same condition that existed before the casualty. If Lessor fails to complete restoration within ninety days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this lease by written notice to Lessor.

If the premises cannot be restored within ninety days, Lessor has an option to restore the premises. If Lessee chooses not to restore, this lease will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this lease by notifying Lessor within ten days. If Lessee does not terminate this lease, the lease will continue and Lessor will restore the premises as provided above.

To the extent the premises are untenable after the casualty, the rent will be adjusted as may be fair and reasonable.

V. DEFAULT

If Lessee shall allow the rent to be in arrears more than thirty days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty days after written notice from Lessor, Lessor may at its option, terminate this lease, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and without prejudice to any legal remedies which may be used for the collection of rent.

If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this agreement, Lessee may elect either one of the following:

(A) After thirty days written notice to Lessor, Lessee may elect to remedy such default by any necessary action and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee in demand: or

(B) Elect to terminate this agreement on giving at least thirty days written notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to the expiration of the thirty day period.

VI. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

VII. OPTIONS

Lessor agrees that Lessee shall have and is hereby granted one successive option to extend the term of this lease for a period of one year to begin upon the expiration of the terms covenants, and provisions of this lease upon terms to be agreed upon by the parties at that time. Should Lessee intent to exercise its option to renew this lease agreement, Lessee shall notify Lessor in writing sixty days prior to the termination of this agreement. If the parties fail to agree

to the terms for the subsequent term, then the Lessee shall have sixty days in which to remove its property and the Lessor shall not lease the premises to another party until the said sixty days have passed.

Any holding over by Lessee of the leased premises after the expiration of this lease or any extension or renewal thereof shall operate and be construed as a month to month tenancy and the Lessee shall be obligated to make the monthly rental as set forth above.

All lease and other payments required of Lessee under this agreement are subject to the availability of funds as appropriate by the Texas Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice.

VIII. ENTIRE AGREEMENT

This lease is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

IX. MISCELLANEOUS

All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

LESSOR:
County Judge
710 Main Street
Georgetown, Texas 78626

LESSEE:
CSCD Director
P.O. Box 251
Georgetown, Texas 78627

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

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

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

No waiver by the parties hereto of any default or breach of any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force of nature, which means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice

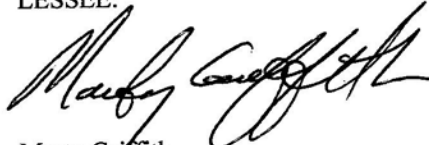
Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement in multiple originals as of the day and year first above written.

LESSOR:

Dan A. Gattis
County Judge
Williamson County, Texas

LESSEE:



Marty Griffith
CSCD Director
Williamson County, Texas

Consider 2010 TCDRS Employer Contribution Rate. Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding 2010 TCDRS Employer Contribution Rate.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2010 TCDRS Rate History](#)

Link: [2010 TCDRS Court Information](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Lisa Zirkle	08/06/2009 01:34 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Lisa Zirkle		Started On: 08/06/2009 01:34 AM		

Summary of Texas County and District Retirement System Rates

Williamson County - Subdivision # 345

	2000	2001	Variance From Prior Year	2002	Variance From Prior Year	2003	Variance From Prior Year	2004	Variance From Prior Year	2005	Variance From Prior Year	2006	Variance From Prior Year	2007	Variance From Prior Year	2008	Variance From Prior Year	2009	Variance From Prior Year	Proposed 2010	Variance From Prior Year
Basic Plan Characteristics																					
Employee Deposit Rate	7.00%	7.00%		7.00%		7.00%		7.00%		7.00%		7.00%		7.00%		7.00%		7.00%		7.00%	
Total Employee Deposit Rate	7.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%	7.00%	0.00%
Employer Matching Rate	250%	250%		250%		250%		250%		250%		250%		250%		250%		250%		250%	
Calculated Employer (a) Contribution Rate	9.92%	9.94%	0.02%	9.92%	-0.02%	10.24%	0.32%	10.35%	0.11%	9.89%	-0.46%	9.81%	-0.08%	10.90%	1.09%	10.64%	-0.26%	10.80%	0.16%	11.40%	0.60%

Optional Cost-of-Living (COLA) Annuity Increases for Current Retirees

Increases as a % of the Consumer Price Index	60.00%	60.00%		60.00%		60.00%		60.00%		60.00%		60.00%		60.00%		60.00%		60.00%		0.00%	
Additional Employer (b) Contribution Rate	0.16%	0.04%	-0.12%	0.05%	0.01%	0.02%	-0.03%	0.04%	0.02%	0.03%	-0.01%	0.05%	0.02%	0.06%	0.01%	0.05%	-0.01%	0.10%	0.05%	0.00%	-0.10%
Total Employer Matching (a) + (b) Rate	10.08%	9.98%	-0.10%	9.97%	-0.01%	10.26%	0.29%	10.39%	0.13%	9.92%	-0.47%	9.86%	-0.06%	10.96%	1.10%	10.69%	-0.27%	10.90%	0.21%	11.40%	0.50%



Exhibit 2

Estimated Plan Funding and Funding Status With Proposed Plan Changes and Additional Funding

TCDRS Plan for Williamson County

Scenario 1: 60% CPI-based COLA every year beginning January 1, 2010

Scenario 2: 60% CPI-based COLA every year beginning January 1, 2010
Elected rate of 16.50% beginning in 2010

Projected Required Employer Rate for Year			
Year	Current Plan Funding	Scenario 1	Scenario 2
2009	10.90%	10.90%	10.90%
2010	11.40	11.40	11.40
2011	11.88	11.99	11.59
2012	12.32	12.53	11.69
2013	12.94	13.28	12.11
2014	13.56	14.03	12.52
2015	14.12	14.75	12.92
2016	14.63	15.43	13.32
2017	15.08	16.09	13.73
2018	15.48	16.72	14.14
2019	15.84	17.33	14.56
2020	15.84	17.60	14.68
2021	15.84	17.90	14.83
2022	15.84	18.21	15.02
2023	15.84	18.55	15.24
2024	15.84	18.92	15.51
2025	15.84	19.31	15.82
2026	15.84	19.63	16.09
2027	15.84	19.98	16.40
2028	15.84	20.34	16.76
2029	15.84	20.72	17.14
2030	13.17	18.44	14.85

Projected Unfunded Actuarial Accrued Liability at End of Year			
Year	Current Plan Funding	Scenario 1	Scenario 2
2008	\$ 25,435,000	\$ 25,456,000	\$ 25,456,000
2009	30,577,000	31,396,000	31,396,000
2010	35,423,000	37,167,000	32,579,000
2011	42,234,000	45,049,000	36,856,000
2012	49,382,000	53,470,000	41,111,000
2013	56,112,000	61,689,000	45,320,000
2014	62,339,000	69,657,000	49,509,000
2015	68,025,000	77,376,000	53,713,000
2016	73,123,000	84,799,000	57,930,000
2017	77,588,000	91,873,000	62,155,000
2018	77,171,000	94,364,000	62,216,000
2019	76,012,000	96,408,000	62,312,000
2020	74,425,000	98,334,000	62,474,000
2021	72,357,000	100,112,000	62,742,000
2022	69,753,000	101,694,000	63,151,000
2023	66,550,000	103,019,000	63,741,000
2024	62,679,000	104,017,000	64,555,000
2025	58,066,000	104,682,000	65,716,000
2026	52,627,000	105,058,000	67,271,000
2027	46,271,000	105,044,000	69,270,000
2028	38,901,000	104,633,000	71,439,000
2029	30,405,000	103,768,000	73,619,000



Exhibit 2 **Estimated Plan Funding and Funding Status** **With Proposed Plan Changes and Additional Funding** **TCDRS Plan for Williamson County**

Scenario 1: 60% CPI-based COLA every year beginning January 1, 2010

Scenario 2: 60% CPI-based COLA every year beginning January 1, 2010
 Elected rate of 16.50% beginning in 2010

Projected Funded Ratio at End of Year			
Year	Current Plan Funding	Scenario 1	Scenario 2
2008	83.5%	83.5%	83.5%
2009	82.2	82.2	82.2
2010	81.4	81.0	83.4
2011	79.9	79.2	83.0
2012	78.5	77.5	82.8
2013	77.6	76.3	82.7
2014	77.0	75.5	82.7
2015	76.7	74.9	82.7
2016	76.8	74.6	82.8
2017	77.1	74.6	83.0
2018	78.8	75.9	84.3
2019	80.5	77.3	85.6
2020	82.1	78.6	86.6
2021	83.7	79.8	87.6
2022	85.2	80.9	88.4
2023	86.7	82.0	89.2
2024	88.2	83.1	89.9
2025	89.6	84.2	90.4
2026	91.1	85.3	90.9
2027	92.5	86.3	91.3
2028	94.0	87.3	91.7
2029	95.5	88.3	92.1

Notes:

* Current Plan Funding assumes no future COLAs.

* All data, methods and assumptions are the same as those used in the December 31, 2008 actuarial valuation, including 3.5% inflation each year.

* End of year numbers reflect plan changes. That is, the COLA increase that is effective January 1, 2010 is reflected in the December 31, 2009 unfunded amount.

Optional Plan Provisions

Your TCDRS plan also lets you add extra benefits to your retirement plan. These provisions are optional — you can choose to add them or not.

- ★ *Military service credit* — Lets vested employees count previous military service toward meeting their retirement eligibility.
- ★ *Partial lump-sum payment at retirement* — Allows an employee to withdraw all or part of his or her TCDRS account balance as a lump sum at retirement.

- ★ *Authorized buyback* — Allows current employees to re-establish a closed TCDRS account from previous service with your organization and receive employer matching on those funds at retirement. In addition to re-depositing the withdrawn money, the returning employee is required to submit a 5% per year penalty to help offset the cost of the buyback to the employer.
- ★ *Retiree cost-of-living adjustments (COLAs)* — Allows you to increase retiree benefit payments to restore purchasing power lost due to the effects of inflation.

UNDERSTANDING COLAS

The TCDRS benefit payments that your retirees receive don't automatically increase to compensate for inflation. This means that your retirees lose buying power as the years go by. Paying for everyday living expenses — such as groceries, housing and transportation — can get increasingly difficult as prices go up. Granting your retirees a cost-of-living adjustment (COLA) is a good way to help them maintain their buying power throughout their retirement years. You can choose either a flat-rate COLA or one that's based on the Consumer Price Index.

Flat-rate COLAs — With this type of adjustment, the benefit payment increases by a percentage you choose, not to exceed the upper limit set by the TCDRS Board of Trustees each year. All of your retirees get the same percentage increase.

However, a flat-rate COLA may not adequately address a retiree's loss of buying power. For example, a recent retiree may have lost only a small percentage of her buying power, while someone who's been retired for 20 or 30 years may have lost more than 50%. A 3% flat-rate COLA might take care of the recent retiree's loss of buying power, but it wouldn't begin to address the lost buying power of someone who has been retired for many years.

CPI-based COLAs — The Consumer Price Index for All Urban Consumers (CPI-U) is an index the federal government uses to measure inflation. With this type of adjustment, you may choose to increase your retirees' benefit payments by a percentage based on the increase in the CPI-U. A CPI-based COLA helps restore the buying power for each retiree, based on the retiree's original benefit payment amount and how much inflation has occurred since a retiree started receiving the benefit payment.

How COLAs Affect Rates

COLAs are funded over 15-year periods. If you adopt a COLA, your employer contribution rate will reflect the cost of that COLA for 15 years. If you regularly adopt COLAs, the rates for each COLA will stack up on the rates of any previous COLAs granted. As a result, your contribution rate will tend to creep upward. To keep frequent COLA adoptions from causing your contribution rate to climb, consider making extra contributions, either in the form of an elected rate or a lump-sum contribution (see "Keeping Rates Stable").

MONITORING YOUR PLAN'S HEALTH

In general, a healthy TCDRS plan provides an adequate benefit level for career employees — at a reasonable contribution rate for the employer — with adequate funding to provide security and stability. Maintaining a healthy plan requires a careful balance of benefit and funding levels.

Because each plan is unique, there is no one equation that will work for every organization. It's up to you to find the right balance for your particular plan and organization.

There are two tools for measuring the health of your plan:

Employer contribution rate — You may compare your current contribution rate with your rates for the last several years. Has your rate increased significantly? A steady or sudden rise might indicate that something is amiss with your plan.

Any number of factors could be contributing to a rate increase. If your rate has increased unexpectedly, your plan may need some extra help getting back on track.

Funded ratio — You may look at your current funded ratio and compare that with your funded ratios over the last several years. Has your funded ratio decreased significantly? A steady or sudden drop in funded ratio may indicate an issue with your plan.

The funded ratio is a comparison of the actuarial value of your plan assets (what you've invested) to your plan's accrued actuarial liabilities (what you are estimated to owe). Your funded ratio should move to 100% over time because any unfunded accrued actuarial liabilities are amortized over a closed period set by the TCDRS Board of Trustees.

The advantages of a higher funded ratio are that your plan is more stable and current generations of employees are funding their own benefits. In addition, the funded ratio is a widely used measure of plan health and a higher funded ratio may demonstrate prudent public policy-making. Therefore, if your funded ratio is not moving toward 100%, you need to understand why.

For more help pinpointing any issues with the health of your plan, contact your TCDRS Employer Services representative.

KEEPING RATES STABLE

You can stabilize your rate by making extra contributions to your plan. By making extra contributions you are creating a cushion in the event your plan has negative experience (such as investments not performing as well as expected or your payroll not growing as much as expected). On the other hand, if your plan has positive experience, these extra contributions may be used to pre-fund a future benefit increase. There are two approaches:

1. Paying an elected contribution rate (a higher rate than your required contribution rate). This also increases the likelihood that the rate you pay will stay the same from year to year, which can make budgeting easier. If you adopt an elected rate it will remain in effect until rescinded or until the total required rate exceeds the elected rate.
2. Making an extra lump-sum contribution directly to your employer account each year.

YOUR COSTS

Your employer contribution rate represents the percentage of payroll your organization needs to contribute to fund future benefits for your current employees, former employees and retirees.

To calculate your total required rate, add the rate for any COLA you plan to adopt to the provided calculated contribution rate.

Your normal cost rate		8.72%
Your UAAL rate	+	2.68%
Calculated contribution rate		11.40%
COLA rate (if adopting)	+	
Total Required Rate		

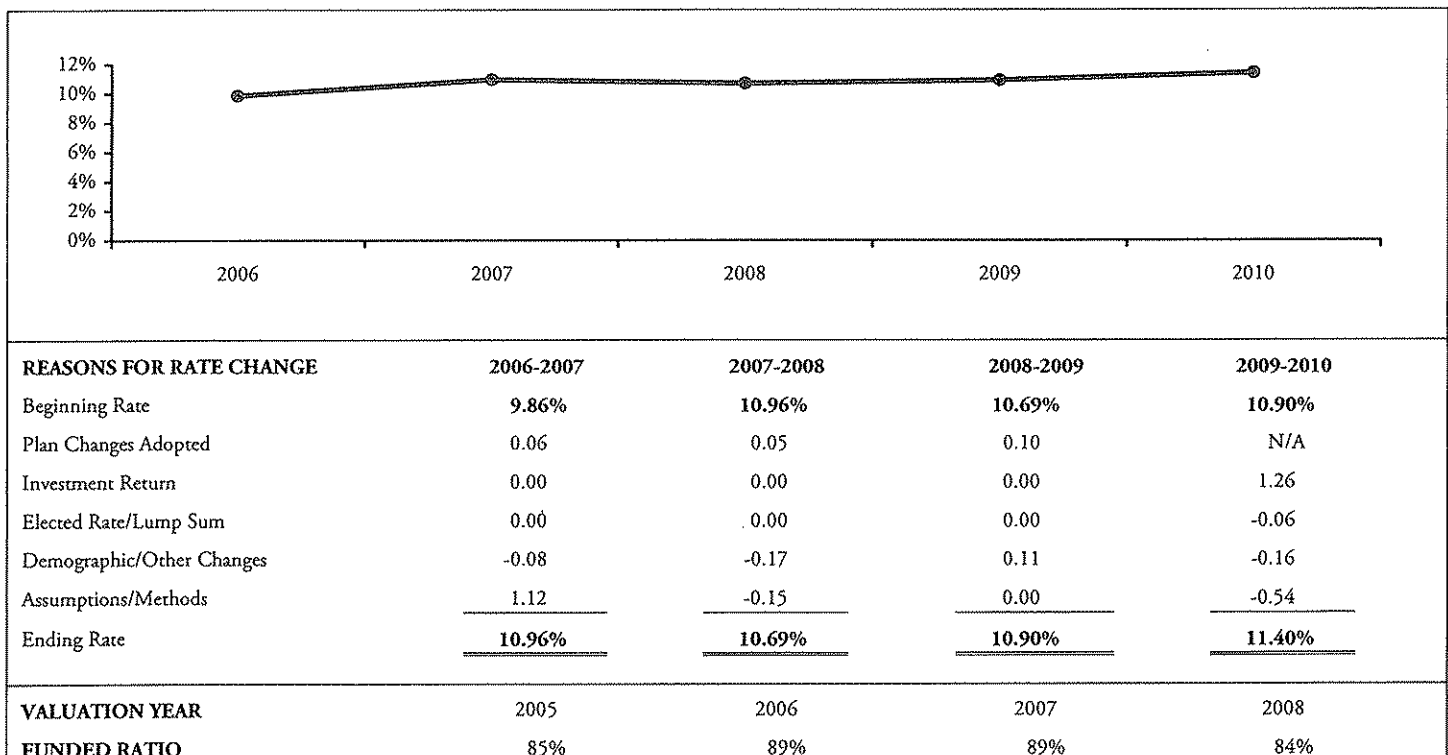
To determine the cost of your plan in dollars, move the decimal for your "Total required rate" two places to the left, then multiply it by your estimated payroll for next year.

COLAs must be re-authorized each year. They are not "automatic." If you wish to authorize a COLA for the next plan year, you can estimate the cost based on the schedule of rates below:

10%	0.00
20%	0.00
30%	0.00
40%	0.00
50%	0.00
60%	0.00
70%	0.06
80%	0.12
90%	0.18
100%	0.24

%
of payroll

Below is a record of your required employer contribution rate history over the last five years.



A complete Summary Valuation Report for the Dec. 31, 2008 valuation is available on the Web.

Williamson County, #345
Authorization to maintain TCDRS plan provisions
Plan year 2010

With respect to the participation of Williamson County in the Texas County & District Retirement System (TCDRS) for the 2010 plan year, the following order was adopted:

1. Williamson County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Williamson County (**check one box**):
☐ does not adopt a cost-of-living adjustment (COLA).
☐ adopts a ____% CPI-based COLA.
- * 3. The required employer contribution rate for Plan Year 2010 will be the following:
(a) Required rate without COLA: 11.40%
(b) COLA rate: + _____ (enter 0 if not adopting a COLA)
(c) **Total required rate** (a + b): = _____
- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Williamson County adopts for Plan Year 2010 (**check one box**):
☐ the **total required rate** listed above.
☐ add a new elected rate of _____%.
5. In the event the 2010 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Williamson County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Williamson County in TCDRS for Plan Year 2010 truly and accurately reflects the official action taken during a properly posted and noticed meeting on _____, 2009, by the Commissioners Court of Williamson County as such action is recorded in the official minutes.

County Judge of Williamson County

Dated: _____

** Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.*

Consider FY 2010 Health Plan Options. Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding FY 2010 Health Plan Options.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Health Plan Options - FY 2010](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Lisa Zirkle	08/06/2009 01:40 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Lisa Zirkle		Started On: 08/06/2009 01:40 AM		

Health Plan Options - FY 2010**4/30/09 ER Rate Calculations \$604.60 PEPM Plus \$1MM****Options I - III include \$1MM from 409****\$655.30 PEPM W/O \$1MM****Options IV - VI include \$0 from 409****Option I- High Plan Design Changes, Employer Rate with \$1MM from 409, Increased Employee Rates for All Medical Plans**

Plan Design Changes				Employer Contribution			Employee Rates			Funding Incr	%age Change
	Level	\$ Savings	%age of current deficit	Rate	\$ Increase over current \$461.50	%age Increase	Increased Revenue	%age Increase	%age of current deficit		
PPO High Plan	High	\$210,343.00	29.28%	\$594.20	\$132.70	28.75%	\$27,473.76	2.50%	3.82%		33.10%
PPO Low Plan	High	\$3,432.00	#DIV/0!	\$594.20	\$132.70	28.75%	\$937.56	2.50%	#DIV/0!		#DIV/0!
EPO/HMO	High	\$264,767.00	14.96%	\$594.20	\$132.70	28.75%	\$129,717.60	10.00%	7.33%		22.29%
		\$478,542.00			\$2,536,693.20		\$158,128.92			\$2,694,822.12	

Option II - Low PPO & High EPO Plan Design Changes; Employer Rate with \$1MM from 409, Increased Employee Rates for All Plans

Plan Design Changes				Employer Contribution			Employee Rates			Funding Incr	%age Change
	Level	\$ Savings	%age of current deficit	Rate	\$ Increase over current \$461.50	%age Increase	Increased Revenue	%age Increase	%age of current deficit		
PPO High Plan	Low	\$133,855.00	18.63%	\$598.10	\$136.60	29.60%	\$27,473.76	2.50%	3.82%		22.45%
PPO Low Plan	Low	\$1,961.00	#DIV/0!	\$598.10	\$136.60	29.60%	\$937.56	2.50%	#DIV/0!		#DIV/0!
EPO/HMO	High	\$264,767.00	14.96%	\$598.10	\$136.60	29.60%	\$129,717.60	10.00%	7.33%		22.29%
		\$400,583.00			\$2,611,245.60		\$158,128.92			\$2,769,374.52	

Option III - Mixed Plan Design Changes; Employer Rate with \$1MM from 409; 0% Incr to EE Rates for PPO Plan; 5% Incr to EPO Plan

Plan Design Changes				Employer Contribution			Employee Rates			Funding Incr	%age Change
	Level	\$ Savings	%age of current deficit	Rate	\$ Increase over current \$461.50	%age Increase	Increased Revenue	%age Increase	%age of current deficit		
PPO High Plan	Low	\$133,855.00	18.63%	\$603.40	\$141.90	30.75%	\$0.00	0.00%	0.00%		18.63%
PPO Low Plan	None	\$0.00	#DIV/0!	\$603.40	\$141.90	30.75%	\$0.00	0.00%	#DIV/0!		#DIV/0!
EPO/HMO	High	\$264,767.00	14.96%	\$603.40	\$141.90	30.75%	\$64,876.32	5.00%	3.67%		18.63%
		\$398,622.00			\$2,712,560.40		\$64,876.32			\$2,777,436.72	

Health Plan Options - FY 2010 (Continued)**Options I - III include \$1MM from 409****Options IV - VI include \$0 from 409**

Option IV- High Plan Design Changes, Employer Rate with \$0 from 409, Increased Employee Rates for All Medical Plans

Plan Design Changes				Employer Contribution			Employee Rates			Funding Incr	%age Change
	Level	\$ Savings	%age of current deficit	Rate	\$ Increase over current \$461.50	%age Increase	Increased Revenue	%age Increase	%age of current deficit		
PPO High Plan	High	\$210,343.00	29.28%	\$644.90	\$183.40	39.75%	\$27,473.76	2.50%	3.82%		33.10%
PPO Low Plan	High	\$3,432.00	#DIV/0!	\$644.90	\$183.40	39.75%	\$937.56	2.50%	#DIV/0!		#DIV/0!
EPO/HMO	High	<u>\$264,767.00</u>	14.96%	\$644.90	\$183.40	39.75%	<u>\$129,717.60</u>	10.00%	7.33%		22.29%
		\$478,542.00			\$3,505,874.40		\$158,128.92			\$3,664,003.32	

Option V - Low PPO & High EPO Plan Design Changes; Employer Rate with \$0 from 409, Increased Employee Rates for All Plans

Plan Design Changes				Employer Contribution			Employee Rates			Funding Incr	%age Change
	Level	\$ Savings	%age of current deficit	Rate	\$ Increase over current \$461.50	%age Increase	Increased Revenue	%age Increase	%age of current deficit		
PPO High Plan	Low	\$133,855.00	18.63%	\$648.60	\$187.10	40.55%	\$27,473.76	2.50%	3.82%		22.45%
PPO Low Plan	Low	\$1,961.00	#DIV/0!	\$648.60	\$187.10	40.55%	\$937.56	2.50%	#DIV/0!		#DIV/0!
EPO/HMO	High	<u>\$264,767.00</u>	14.96%	\$648.60	\$187.10	40.55%	<u>\$129,717.60</u>	10.00%	7.33%		22.29%
		\$400,583.00			\$3,576,603.60		\$158,128.92			\$3,734,732.52	

Option VI - Mixed Plan Design Changes; Employer Rate with \$0 from 409; 0% Incr to EE Rates for PPO Plan; 5% Incr to EPO Plan

Plan Design Changes				Employer Contribution			Employee Rates			Funding Incr	%age Change
	Level	\$ Savings	%age of current deficit	Rate	\$ Increase over current \$461.50	%age Increase	Increased Revenue	%age Increase	%age of current deficit		
PPO High Plan	Low	\$133,855.00	18.63%	\$654.20	\$192.70	41.75%	\$0.00	0.00%	0.00%		18.63%
PPO Low Plan	None	\$0.00	#DIV/0!	\$654.20	\$192.70	41.75%	\$0.00	0.00%	#DIV/0!		#DIV/0!
EPO/HMO	High	<u>\$264,767.00</u>	14.96%	\$654.20	\$192.70	41.75%	<u>\$64,876.32</u>	5.00%	3.67%		18.63%
		\$398,622.00			\$3,683,653.20		\$64,876.32			\$3,748,529.52	

Deed Without Warranty

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Deed Without Warranty

Background

Deed conveying property foreclosed upon for taxes from Williamson County to Taylor Economic Development Corporation for value equal to the market value.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Deed Without Warranty](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Peggy Vasquez	08/06/2009 11:46 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Peggy Vasquez			Started On: 08/06/2009 11:46 AM	

DEED WITHOUT WARRANTY

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

THE STATE OF TEXAS

COUNTY OF Williamson County

§
§
§

KNOW ALL MEN BY THESE PRESENTS

That The County of Williamson, Texas, TRUSTEE, in Trust for the use and benefit of itself, the City of Taylor, Texas and Taylor Independent School District, Grantor for and in consideration of the sum of Two Thousand Four Hundred and 00/100ths (\$2,400.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the Taylor Economic Development Corporation, whose address is P.O. Box 975, Taylor, Texas 76574, the following described property, to wit:

0.1074 Acre out of Abstract 665 of the W.R. Williams Survey, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 507, Page 508 and Document 2009033696 of the Deed Records, Williamson County, Texas

The Grantor and all the taxing units for which the Grantor hold this Property in trust do hereby exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor has not made and does not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations or any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee(s), the Taylor Economic Development Corporation, their successors and assigns forever, without warranty of any kind.

The consideration paid by the grantee(s) being equal to the market value specified in the judgment of foreclosure on the property, this conveyance is made pursuant to Section 34.05(a) and (h) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the ____ day of _____, 2009.

Dan A. Gattis
County Judge, Williamson County, Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF Williamson County

Before me, the undersigned authority, on this day personally appeared Dan A. Gattis, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, A.D., 2009.

Notary Public, State of Texas
My commission expires

After recording, return to:
Taylor Economic Development Corporation
P.O. Box 975
Taylor, Texas 76574

Grant Funds from the Governor's Division of Emergency Management Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take possible action regarding the acceptance of \$125,000.00 in grant funds from the Governor's Division Emergency Management to be applied towards the completion of the New Mobile Command Post Vehicle and Mobile Interoperable Communications equipment.

Background

The acceptance of these grants funds would require a 20% match (\$25,000.00) which would be proposed to be taken from 01-0100-583-000507.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
 Started On: 08/06/2009 03:55 PM
 Final Approval Date: 08/06/2009

Pearson Place Road District Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 A.M. - Conduct Public Hearing on Creation and Establishment of Pearson Place Road District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Peggy Vasquez	08/05/2009 05:10 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Peggy Vasquez			Started On: 08/05/2009 05:10 PM	

Pearson Place Road District Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to "Order Creating and Establishing Pearson Place Road District and Ordering Other Matters Incident and Related to the Creation and Establishment of Such Road District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Order Creating and Establishing Pearson Place Road District](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Peggy Vasquez	08/05/2009 05:12 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Peggy Vasquez			Started On: 08/05/2009 05:12 PM	

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

in the Petition attached hereto as Exhibit "B" and the boundaries of the District shall be and are hereby defined and established to be as set forth and described in Exhibit "A".

Section 2. The District shall be and is hereby declared to be a body corporate having such authority and powers conferred by the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and Subchapter B of Chapter 257 of the Transportation Code, as amended, as now or hereinafter amended. Notice of the District shall be provided as set forth in Chapter 257 of the Transportation Code.

PASSED AND ADOPTED, this the 11th day of August, 2009.

(SEAL)

County Judge
Williamson County, Texas

ATTEST:

County Clerk
Williamson County, Texas

EXHIBIT "A"



Landesign Services, Inc.

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT "A "

METES AND BOUNDS DESCRIPTION

BEING 1.256 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551 WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION A OF 390.22 ACRE TRACT CONVEYED TO CLARETTA ENGLAND IN VOLUME 597, PAGE 553 RECORDED IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" Iron rod with cap marked "LANDESIGN" set in the existing south right-of-way line of Avery Ranch Boulevard (120' R.O.W.), and the west line of a 295.73 acre tract conveyed to Ivalene Pearson Banks, Jeffery Banks, Ivalene Pearson Banks as trustee for Kyle Jeffrey Banks and Brian Elam Banks in Volume 1844, Page 392 recorded in the Official Records of Williamson County, Texas, and being the southwest corner of a called 1.690 acre tract conveyed to Williamson County, recorded in Document Number 2000055509 of the Official Public Records of Williamson County, Texas and also being the northeast corner of Lot 16, Block B, Avery South Section One, Phase One a subdivision of record in Cabinet V, Slide 160 of the Plat Records of Williamson County, Texas;

THENCE North 68°15'59" East a distance of 1374.96 feet with the existing south right-of-way line of said Avery Ranch Boulevard, the south line of said 1.690 acre tract and with the north line of the remainder of the said 295.73 acre tract, to a 1/2" iron rod with cap marked "LANDESIGN" set in the east line of said 295.73 acre tract and the west line of said 390.22 acre tract and POINT OF BEGINNING;

THENCE North 68°15'59" East with the existing south right-of-way line of said Avery Ranch Boulevard and the south line of said 1.690 acre tract, a distance of 16.86 feet to a 1/2" Iron rod found for the southeast corner of said 1.690 acre tract;

THENCE South 18°20'42" East with the new boundary line per this agreement a distance of 2338.61 feet to a 3/4" Iron pipe found, from which a 5/8" iron rod in rock mound found for an easterly corner of said 295.73 acre tract and westerly corner of said 390.22 acre tract bears North 69°05'40" East a distance of 155.00 feet;

THENCE South 69°05'40" West with the east line of said 295.73 acre tract and the west line of said 390.22 acre tract a distance of 30.00 feet to a 1/2 inch iron rod with cap marked "LANDESIGN" set;

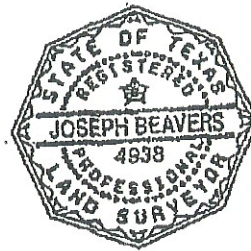
THENCE North 18°01'24" West a distance of 2338.99 feet with the east line of said 295.73 acre tract and the west line of said 390.22 acre tract to the POINT OF BEGINNING;

This parcel contains 1.256 acres of land, more or less, out of the Rachel Saul Survey, Abstract Number 551, in Williamson County, Texas. Description prepared from an on-the-ground survey made during February, 2008. All bearings are based on the Texas State Plane Coordinate System, Central, with all distances and coordinates being NAD 83 datum and adjusted to the surface by project surface factor of 1.00012.

 22 APR 08

Joseph Beavers
Registered Professional Land Surveyor
State of Texas No. 4938

Date



Project Number: 01B-08-004
Attachments: Survey Drawing L:\PEARSON PLACE\DGNS\018004-01-SKETCH.dgn
L:\PEARSON PLACE\NOTES\01800402-BLA.doc



Landesign Services, Inc.

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 194.307 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551 WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION A OF 295.73 ACRE TRACT CONVEYED TO IVALENE PEARSON BANKS, JEFFERY BANKS, IVALENE PEARSON BANKS AS TRUSTEE FOR KYLE JEFFREY BANKS AND BRIAN ELAM BANKS IN VOLUME 1844, PAGE 392. RECORDED IN THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING in the existing south right-of-way line of Avery Ranch Boulevard (120' R.O.W.), and the west line of said 295.73 acre tract, being the southwest corner of a called 1.690 acre tract conveyed to Williamson County, recorded in Document Number 2000055509 of the Official Public Records of Williamson County, Texas and being the northeast corner of Lot 16, Block B, Avery South Section One, Phase One a subdivision of record in Cabinet V, Slide 160 of the Plat Records of Williamson County, Texas;

THENCE North 68°15'59" East a distance of 1374.96' with the existing south right-of-way line of said Avery Ranch Boulevard, the south line of said 1.690 acre tract and with the north line of the remainder of said 295.73 acre tract to a 1/2" iron rod with cap marked "LANDESIGN" set in the east line of said 295.73 acre tract and the west line of a called 390.22 acre tract conveyed to Claretta England of record in Volume 597, Page 553 of the Deed Records of Williamson County, Texas, from which a 1/2" iron rod found for the southeast corner of said 1.690 acre tract bears North 68°15'59" East a distance of 16.86';

THENCE South 18°01'24" East a distance of 2338.99' with the east line of said 295.73 acre tract and the west line of said 390.22 acre tract to a 1/2 inch iron rod with cap marked "LANDESIGN" set;

THENCE North 69°05'40" East (record: North 70°55'00" East, 185.00') with the east line of said 295.73 acre tract and the west line of said 390.22 acre tract, passing at a distance of 30.00' a 3/4" iron pipe found, and continuing for a total distance of 185.00' to a 5/8" iron rod in rock mound found, from which the face of a concrete and stone water tank bears a distance of 170.0' (170');

THENCE South 20°14'28" East (record: South 18°25'00" East, 3748.70') with the east line of said 295.73 acre tract and the west line of said 390.22 acre tract, passing at a distance of 1084.27' a 5/8" iron rod in rock mound found, then passing at a distance a of 903.08' a 5/8" iron rod in rock mound found, then passing at a distance of 872.36' a 5/8" iron rod in rock mound found, and continuing for a total distance of 3748.70' to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;

THENCE South 88°21'02" West a distance of 967.80' (record: North 89°30'00" West, 968.50') with the east line of said 295.73 acre tract and the west line of said 390.22 acre tract to a 1/2" iron rod found;

THENCE South 10°34'57" East a distance of 356.36' with the east line of said 295.73 acre tract and the west line of said 390.22 acre tract to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;

THENCE South 84°49'42" West a distance of 931.16' crossing through said 295.73 acre tract to a 1/2" iron rod found at fence corner post in the west line of said 295.73 acre tract and in the east line of a remainder of a called 45.14 acre tract conveyed to Ilean Pearson recorded in Volume 2100, Page 501 of the Official Records of Williamson County, Texas and described in Volume 667, Page 315 of the Deed Records of Williamson County, Texas, from which a fence post in tree found for an angle point in the west line of said 295.73 acre tract bears South 80°57'13" West a distance of 109.43' (record: South 83°00'00" West, 109.50');

THENCE North 17°53'57" West a distance of 1138.11' with the west line of said 295.73 acre tract and the east line of said remainder of a called 45.14 acre tract to a 1/2 inch iron rebar with cap marked "LANDESIGN" set in the south line of a 45.20 acre tract conveyed to the Diocese of Austin recorded in Document Number 2004071186 of the Official Public Records of Williamson County, Texas;

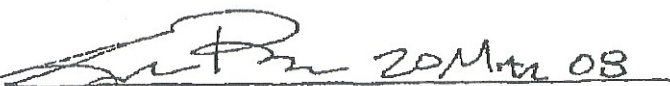
THENCE North 69°00'00" East a distance of 596.79' with the south line of said 45.20 acre tract to a 1/2" iron rod found for the southeast corner of said 45.20 acre tract;

THENCE North 21°02'34" West a distance of 1560.02' (record: North 18°54'32" West, 1560.00') with the east line of said 45.20 acre tract to a cotton spindle found for the northeast corner of said 45.20 acre tract;

THENCE South 68°57'34" West a distance of 169.94' with the north line of said 45.20 acre tract to 40d nail in base of fence post found in the west line of said 295.73 acre tract and the southeast corner of a Drainage and Water Quality Lot/Easement, Block K, Avery South Section Two, Phase Six a subdivision of record in Cabinet AA, Slide 353 of the Plat Records of Williamson County, Texas;

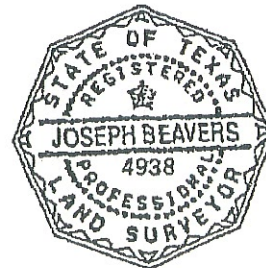
THENCE North 21°02'48" West a distance of 3146.40' with the west line of said 295.73 acre tract and the east line of said Avery South Section Two, Phase Six, Avery South Section One, Phase Two a subdivision of record in Cabinet V, Slide 390 of the Plat Records of Williamson County, Texas and said Avery South Section One, Phase One to the POINT OF BEGINNING.

This parcel contains 194.307 acres of land, more or less, out of the Rachel Saul Survey, Abstract Number 551, in Williamson County, Texas. Description prepared from an on-the-ground survey made during February, 2008. All bearings are based on the Texas State Plane Coordinate System, Central, with all distances and coordinates being NAD 83 datum and adjusted to the surface by project surface factor of 1.00012.

 20 Mar 08

Joseph Beavers
Registered Professional Land Surveyor
State of Texas No. 4938

Date



Project Number: 018-08-004
Attachments: Survey Drawing L:\PEARSON PLACE\DGNS\018004-01-TTL.dgn
L:\PEARSON PLACE\FNOTES\01800401-TTL.doc

EXHIBIT "B"

**PETITION FOR BOND ELECTION IN
PEARSON PLACE ROAD DISTRICT**

**THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,
TEXAS:**

THE UNDERSIGNED, the duly authorized representatives of Pearson Place at Avery Ranch, Ltd., the sole landowner within the proposed Pearson Place Road District (the "District"), and a majority of the registered voters of the District respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

“Shall the bonds of the Pearson Place Road District be issued in an amount not to exceed \$10,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

WE FURTHER REPRESENT that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by all of the landowners within the District.

DATED this the ____ day of August, 2009.

PEARSON PLACE AT AVERY RANCH, LTD.

By: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____, 2009, by
_____.

Notary Public, State of Texas

(SEAL)

DATED this the ____ day of August, 2009.

_____, Registered Voter of the District

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by
_____.

Notary Public, State of Texas

(SEAL)

DATED this the ____ day of August, 2009.

_____, Registered Voter of the District

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by
_____.

Notary Public, State of Texas

(SEAL)

**Order Establishing a Public Hearing on a Petition Calling a Bond Election for
Pearon Place Road District
Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to "An Order Establishing a Public Hearing On a Petition Calling a Bond Election for Pearson Place Road District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: Order Establishing a Public Hearing on a Petition Calling a Bond Election for Pearson Place Road District

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Peggy Vasquez	08/05/2009 05:15 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Peggy Vasquez			Started On: 08/05/2009 05:15 PM	

**AN ORDER ESTABLISHING A PUBLIC HEARING ON A PETITION
CALLING A BOND ELECTION FOR PEARSON PLACE ROAD DISTRICT**

**THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") hereby acknowledges receipt of a "Petition for Bond Election in Pearson Place Road District" signed by the sole landowner and a majority of the registered voters within the proposed Pearson Place Road District (the "District") dated August __, 2009 (collectively, the "Petition") attached hereto as Exhibit "A" petitioning that this Court order an election to be held in the District, to determine whether or not the bonds of such District shall be issued in an amount not to exceed \$10,000,000 as further set forth in the Petition; and

WHEREAS, it appears to this Court and it is so found and adjudged that the Petition is signed by the sole andowner and a majority of the registered voters of the proposed District, and that the Petition conforms to law in all respects; and

WHEREAS, it appears to this Court and it is so found and adjudged that the proposed improvements set forth in the Petition, including improvements to roads outside the boundaries of the District, provide a substantial benefit to the taxable property within the District; and

WHEREAS, this Court considered the creation of the District at a public hearing on the date hereof and has approved an order creating the District.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The District was created on the date hereof and a hearing on the Petition shall be held by the Court at the Williamson County Courthouse, 710 Main Street, in the City of Georgetown, Texas, at 10:00 A.M., on the 1st day of September, 2009, which date is not less than fifteen (15) days nor more than thirty (30) days from the date of this Order.

Section 2. The proposition to be submitted to a vote of the electorate of the District, if the hearing is successful, shall be substantially as set forth in the Petition attached hereto.

Section 3. Notice of the public hearing in substantially the form attached hereto as Exhibit "B" shall be (i) published in a newspaper of general circulation in the District and County not less than 10 nor more than 30 days prior to the date of the public hearing, (ii) mailed to each registered voter in the District and (iii) posted at the County Courthouse door and at least three public places in the District.

Section 4. The agents, employees and consultants of the County are authorized and directed to do any and all things necessary or convenient to carry out the terms of this Order.

PASSED AND ADOPTED, this 11th day of August, 2009.

(SEAL)

Dan A. Gattis, County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk
Williamson County, Texas

EXHIBIT A

**PETITION FOR BOND ELECTION IN
PEARSON PLACE ROAD DISTRICT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,
TEXAS:**

THE UNDERSIGNED, the duly authorized representatives of Pearson Place at Avery Ranch, Ltd., the sole landowner within the proposed Pearson Place Road District (the "District"), and a majority of the registered voters of the District respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

“Shall the bonds of the Pearson Place Road District be issued in an amount not to exceed \$10,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

WE FURTHER REPRESENT that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by all of the landowners within the District.

DATED this the ____ day of August, 2009.

PEARSON PLACE AT AVERY RANCH, LTD.

By: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____, 2009, by
_____.

Notary Public, State of Texas

(SEAL)

DATED this the ____ day of August, 2009.

_____, Registered Voter of the District

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by
_____.

Notary Public, State of Texas

(SEAL)

DATED this the ____ day of August, 2009.

_____, Registered Voter of the District

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by
_____.

Notary Public, State of Texas

(SEAL)

NOTICE OF PUBLIC HEARING ON PETITION FOR CALLING A BOND ELECTION FOR PEARSON PLACE ROAD DISTRICT

TAKE NOTICE, that a petition, signed by the sole landowner and a majority of the registered voters within the proposed Pearson Place Road District (the "District"), a body corporate of Williamson County, Texas, has been submitted to the Commissioners Court of the County, petitioning and requesting the Court to order an election to be held in the District for the purpose of submitting a proposition substantially as follows:

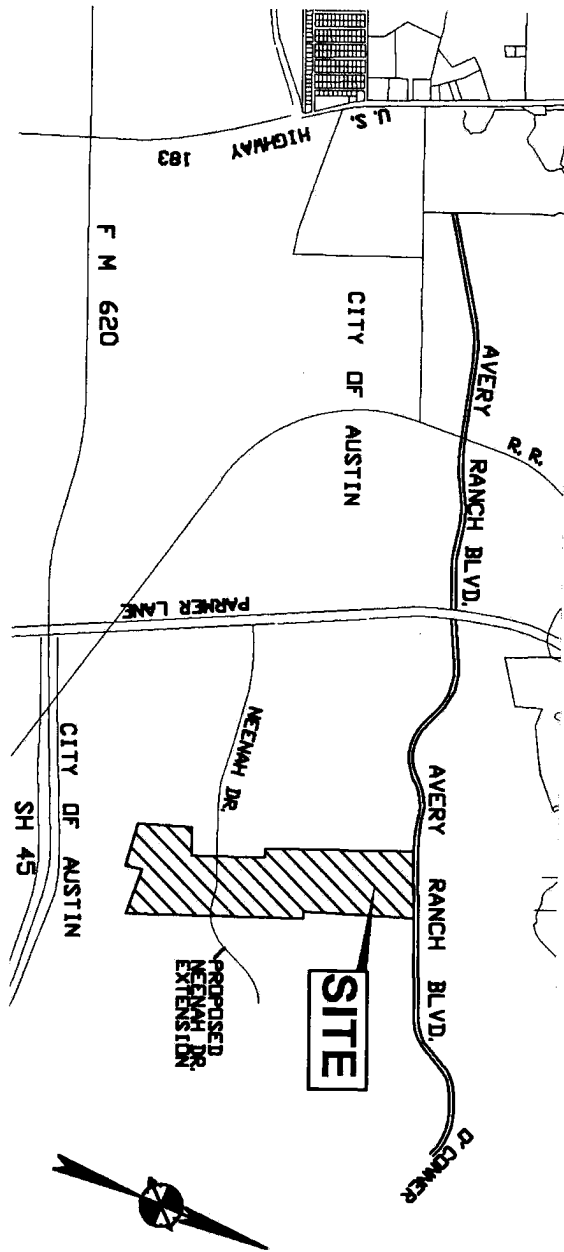
A PUBLIC HEARING on the petition is to be held before the Commissioners Court of Williamson County, Texas on September 1, 2009 at 10:00 a.m. CDT at the Williamson County Courthouse, 710 Main Street, Georgetown, TX 78626.

ALL INTERESTED PERSONS may appear before the Court at the time and place herein mentioned to contend for or protest the ordering of such proposed bond election, as prayed for in the petition.

A map illustrating the boundaries of the District is attached hereto for informational purposes. The proposed District is generally comprised of 195.563 acres, more or less, in the vicinity generally of Neenah Avenue in between Avery Ranch Boulevard and State Highway 45. A metes and bounds description of the proposed District is on file with the County. For further information regarding the public hearing contact Peggy Vasquez at the County Judge's office, 710 Main Street, #101, Georgetown, TX 78626, (512) 943-7550.

Williamson County, Texas

MAP



CAPCOG Interlocal Contract for PSAP Maintenance, Equipment Upgrade and Training

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the Interlocal Contract For PSAP Maintenance, Equipment Upgrade and Training.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: CAPCOG Interlocal Contract for PSAP Maintenance, Equipment Upgrade and Training

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 08/07/2009 09:14 AM
Final Approval Date: 08/07/2009

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR PSAP MAINTENANCE, EQUIPMENT UPGRADE, AND TRAINING

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. CAPCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12, and the Texas Advisory Commission on State Emergency Communications has approved its current *Plan*.

1.2. Williamson County ("Public Agency") is a Texas county that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the *Strategic Plan* as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between CAPCOG and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade its equipment, and train its personnel to participate in the enhanced 9-1-1 emergency telephone system in the Region.

Sec. 2. Goods and Services

2.1. Public Agency agrees to:

(1) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of its PSAP(s);

(2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAPCOG to purchase new equipment and software;

(3) protect the PSAP equipment and secure the premises of its PSAP(s) against unauthorized entrance or use;

(4) practice preventive maintenance for the PSAP equipment;

(5) provide emergency communications training to call-takers/dispatchers as described in CAPCOG's current *Strategic Plan*.

(6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Department in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Emergency Notification Services database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

Sec. 3. Contract Price and Payment Terms

3.1. CAPCOG agrees to compensate Public Agency in the total amount of not to exceed \$ 1,500.00 for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAPCOG agrees to pay Public Agency \$ 1,500.00 for the purchase of supplies authorized by the current *Strategic Plan*. Public Agency agrees to certify in writing to CAPCOG, by October 15, 2010 and by October 15, 2011, or within 30 calendar days after this contract is terminated early, that it expended all or a specified portion of the amount received to purchase supplies, and to refund to CAPCOG any unexpended portion

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Sec. 6, Public Agency agrees to repay CAPCOG for those expenditures within 60 calendar days from the date CAPCOG notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAPCOG may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAPCOG its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAPCOG in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. CAPCOG agrees to submit the appeal or proposal or both to the Texas Commission on State Emergency Communications with its recommendation and to furnish Public Agency with a copy of its recommendation. The Commission's decision on Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Sec. 3.4 (a) is the only mechanism for challenging CAPCOG's determination under Sec. 3.3 that Public Agency repay the reimbursement. The early termination provisions of Sec. 10 and dispute resolution process of Sec. 11 are not available to challenge CAPCOG's determination.

Sec. 4. Effective Date and Term of Contract

4.1. This contract takes effect September 1, 2009 and it ends, unless sooner terminated under Sec. 10, on August 31, 2011.

Sec. 5. Performance Reports

5.1. Public Agency agrees to report quarterly to CAPCOG on its performance of this contract using the CAPCOG reporting tool located at www.psap.capcog.org or at the latest URL address provided by CAPCOG.

5.2. The first report for Fiscal Year 2010 is due December 15, 2009, the second March 15, 2010, the third June 15, 2010, and the last report is due September 15, 2010. The first report for Fiscal Year 2011 is due December 15, 2010, the second March 15, 2011, the third June 15, 2011, and the last report is due September 15, 2011.

Sec. 6. Compliance with Applicable Law and Policy

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part XII, Texas Administrative Code; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); Texas Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures* and *Program Policy Statements*; the current CAPCOG *Strategic Plan*; and CAPCOG's *9-1-1 Policies and Procedures Manual* and *ENS Policies & Procedures*.

Sec. 7. Independent Contractor, Assignment and Subcontracting

7.1. Public Agency is not an employee or agent of CAPCOG, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 7.2 is void.

7.3. If CAPCOG consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Sec. 8. Records and Monitoring

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Sec. 8.3, Public Agency agrees to preserve the records for three state fiscal years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. CAPCOG is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAPCOG will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Sec. 6. CAPCOG will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Sec. 8. Upon receipt of CAPCOG's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

8.7. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as CAPCOG.

Sec. 9. Nondiscrimination and Equal Opportunity

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAPCOG's *9-1-1 Policies and Procedures Manual*.

Sec. 10. Suspension and Early Termination of Contract

10.1. Public Agency acknowledges that CAPCOG's sole source of funding for this contract is a legislative appropriation distributed under contract between CAPCOG and the Texas Commission on State Emergency Communications. If the Commission does not make timely payments to CAPCOG under its contract, CAPCOG may suspend payment to Public Agency under this contract by giving Public Agency notice of the suspension. The suspension is effective five business days after Public Agency's receipt of the notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until CAPCOG resumes payment. If the suspension continues for a cumulative total of 30 or more calendar days, or if the Commission terminates its contract with CAPCOG, CAPCOG or Public Agency

may terminate this contract by giving the other notice of termination, and this contract terminates five business days after the receipt of notice.

10.2. Except as provided in Secs. 3.3 and 3.4, if CAPCOG or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 11.

10.3. If CAPCOG suspends payment to Public Agency under Sec. 10.1, or if this contract is terminated under Sec. 10.1 or 10.2, CAPCOG and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

10.4. Termination for breach under Sec. 10.2 does not waive either party's claim for damages resulting from the breach, and both CAPCOG and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.5. The ending of this contract under Sec. 4 or its early termination under this Sec. 10 does not affect Public Agency's duty:

(1) to repay CAPCOG for expenditures made in violation of applicable law or policy in accordance with paragraphs 3.3 and 3.4;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Sec. 8.

Sec. 11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 11, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Sec. 12. Notice to Parties

12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 12.2.

12.2. CAPCOG's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is _____, Attention:_____.

12.3. A party may change its address by providing notice of the change in accordance with Sec. 12.1.

Sec. 13. Miscellaneous

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

13.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.

13.4. This contract is executed in duplicate originals.

[The next page is the signature page.]

Williamson County

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

By _____

Betty Voights
Executive Director

Printed Name: _____

Date: _____

Title: _____

Date: _____

CAPCOG Interlocal Contract For Enhanced 911 Database Program Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding CAPCOG Interlocal Contract For Enhanced 911 Database Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CAPCOG Interlocal Contract For Enhanced 911 Database Program](#)

Link: [CAPCOG Database Management Report](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 08/07/2009 09:20 AM
Final Approval Date: 08/07/2009

CAPITAL AREA COUNCIL OF GOVERNMENTS
INTERLOCAL CONTRACT FOR ENHANCED
9-1-1 DATABASE PROGRAM

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, chapter 391 of the Local Government Code, as amended. CAPCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12, and the Texas Commission on State Emergency Communications has approved its *Plan*.

1.2. Williamson County ("County") is a Texas County that has agreed to participate in implementing the *Strategic Plan* as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between CAPCOG and County under chapter 791 of the Government Code so that County can participate with CAPCOG in implementing the enhanced 9-1-1 emergency telephone system in the Region.

Sec. 2. Goods and Services

2.1. County agrees to coordinate implementation of the Geographic Information System (GIS) on a countywide basis in accordance with the standards adopted for CAPCOG's GIS Program. Specifically, County agrees to:

(1) Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverages required by MappedALI and the *CAPCOG MappedALI GIS Database Requirements*, Attachment C, or by *Texas 9-1-1 Geodatabase Design Specifications*, Attachment D, to this contract. The County must develop, compile, and maintain current, seamless countywide coverages for street centerlines, address points, ESNs, city limits, and common places in both the incorporated and unincorporated areas of the County.

(2) Provide to CAPCOG GIS mapping files described in Sec. 2.1(1) with (i) 100% complete attribution for all map graphics following the *CAPCOG MappedALI GIS Database Requirements*, Attachment C, or the *Texas 9-1-1 Geodatabase Design Specifications*, Attachment D, to this contract; (ii) street centerline graphics spatially accurate to within + or – 10 feet of CAPCOG-provided aerial photography of the road beds, drawn or pointing in the correct direction for the corresponding address range, and "snapped" to county boundary intersection points provided by CAPCOG; (iii) addressed structure center point graphics spatially accurate to within + or – 25 feet of CAPCOG-provided aerial photography of the structures; (iv) ESN graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps among or between ESN and city limit; (v) city-limit line graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps among or between ESN and city limit; and (vi) common

place point graphics spatially accurate to within + or – 50 feet of their location as located on the CAPCOG provided aerial photography.

(3) Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverages. If the County is unable to acquire any required MappedALI GIS data, as described in Sec.2.1(1), from one of the entities listed above, then County must develop it independently.

(4) Track County commissioners court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioners court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAPCOG in writing within two business days in order to facilitate the development of an appropriate response.

(5) Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAPCOG within two business days in order to determine the best course of action to resolve the issue.

(6) Submit by the first day of each month to CAPCOG's 9-1-1 GIS Department a copy of updated GIS mapping files for street centerlines, address points, ESNs, city-limit boundaries, and common places. All files submitted to CAPCOG must be in ESRI shapefile or geodatabase format, must encompass a CAPCOG-approved selection polygon area (see Attachment D, Jurisdictional Polygon), must lie within the 2006 TNRIS Stratmap county line extent provided by CAPCOG, and must be in the projection 'State Plane – Texas Central' 'NAD83,' working units of 'Feet.' CAPCOG agrees to push the updated mapping files to the PSAPs within 48 hours of their receipt.

(7) Submit to CAPCOG's 9-1-1 GIS Department weekly the updated GIS mapping files described in Sec. 2.1(1) if CAPCOG requests weekly updates because of the number of changes. If CAPCOG so requests, it agrees to push the updates to the PSAPs within 48 hours of their receipt.

(8) Certify as accurate, to the best of the County's knowledge, and provide to CAPCOG's Emergency Services Department addressing and MSAG updates and changes according to schedules developed by CAPCOG and furnished to the County.

(9) At a minimum, back up weekly on removable media all critical 9-1-1 GIS mapping files, coverages, and related data (street centerlines, address points, ESNs, city limits and common places files) and store the removable media in a secure place.

(10) Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Services Department in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.

(11) Include metadata, in the authorized CAPCOG format, for all distributed data. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.

(12) Resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

(13) Resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

Sec. 3. Cooperative Purchasing

3.1. County may request CAPCOG to purchase on County's behalf, but no more often than quarterly, the 9-1-1 equipment CAPCOG has authorized County to purchase. County agrees to request the purchase in accordance with CAPCOG's *9-1-1 Policies and Procedures Manual*.

3.2. If CAPCOG purchases 9-1-1 equipment for County, County agrees that CAPCOG may deduct the cost of the 9-1-1 equipment purchased from the contract price otherwise payable to County under Sec. 5.

Sec. 4. Effective Date and Term of Contract

4.1. This contract takes effect on September 1, 2009 and it ends, unless terminated early under Sec. 11, on August 31, 2011.

Sec. 5. Contract Price and Payment Terms

5.1. CAPCOG agrees to compensate County in the total amount of not to exceed \$ 161,540 for its performance of this contract. The total contract price is allocated among specified categories in the CAPCOG Quarterly Database Maintenance Project Financial Report, Attachment A to this contract. County agrees to spend no more than the amount allocated to each category for the goods and services described in that category.

5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAPCOG Quarterly Database Maintenance Project Financial Report, Attachment A to this contract, and submitting it to CAPCOG together with the completed CAPCOG Quarterly Database Report, Attachment B to this contract, for the last month of the quarter. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).

5.3. CAPCOG agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete CAPCOG Quarterly Database Maintenance Project Financial Report and the CAPCOG Quarterly Database Report.

5.4. If County made expenditures under this contract in violation of applicable law or policy described in Sec. 7, County agrees to repay the reimbursement for those expenditures to CAPCOG within 60 calendar days from the date CAPCOG notifies County of the repayment amount due and the reason repayment is required. If County does not repay the reimbursement when required, CAPCOG may refuse to purchase 9-1-1 equipment on County's behalf and may withhold all or part of the unpaid reimbursement from County's future entitlement to reimbursement under this or future interlocal contracts between the parties for implementation of the enhanced 9-1-1 database program.

5.5. (a) Before the 60-day repayment period expires, County may appeal in writing to CAPCOG its determination that County repay the reimbursement, explaining why it believes the determination is wrong, or County may request CAPCOG in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. CAPCOG agrees to submit the appeal or proposal or both to the Texas Commission on State Emergency Communications with its recommendation and to furnish County with a copy of its recommendation. The Commission's decision on County's appeal or proposal or both is final.

(b) The appeal authorized by Sec. 5.5(a) is the only mechanism for challenging CAPCOG's determination under Sec. 5.4 that County repay the reimbursement. The early termination provisions of Sec. 11 and the dispute resolution process of Sec. 12 are not available to challenge CAPCOG's determination.

Sec. 6. Performance Reports

6.1. CAPCOG agrees each quarter to distribute electronically a performance report to the County Database Coordinator.

6.2. County agrees to address errors identified in the performance reports.

Sec. 7. Compliance with Applicable Law and Policy

7.1. County agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part 12, Texas Administrative Code; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); Texas Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures* and *Program Policy Statements*; the current CAPCOG *Strategic Plan*; and CAPCOG's *9-1-1 Policies and Procedures Manual* and *ENS Policies & Procedures*.

Sec. 8. Independent Contractor, Assignment and Subcontracting

8.1. County is not an employee or agent of CAPCOG, but furnishes goods and services under this contract solely as an independent contractor.

8.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.2 is void.

8.3. If CAPCOG consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

Sec. 9. Records and Monitoring

9.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.

9.2. Subject to the additional requirement of Sec. 9.3, County agrees to preserve the records for three state fiscal years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, County agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

9.5. CAPCOG at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Sec. 7. CAPCOG will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

9.6. CAPCOG agrees to notify County at least 24 hours in advance of any intended visit under this Sec. 9. Upon receipt of CAPCOG's notice, County agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9.7. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as CAPCOG.

Sec. 10. Nondiscrimination and Equal Opportunity

10.1. County shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

10.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAPCOG's *9-1-1 Policies and Procedures Manual* .

Sec. 11. Suspension and Early Termination of Contract

11.1. County acknowledges that CAPCOG's sole source of funding for this contract is a legislative appropriation distributed under contract between CAPCOG and the Texas Commission on State Emergency Communications. If the Commission does not make timely payments to CAPCOG under its contract, CAPCOG may suspend payment to County under this contract by giving County notice of the suspension. The suspension is effective five business days after County's receipt of the notice. Upon suspension of payment, County's obligations under this contract are also suspended until CAPCOG resumes payment. If the suspension continues for a cumulative total of 30 or more calendar days, or if the Commission terminates its contract with CAPCOG, CAPCOG or County may terminate this contract by giving the other notice of termination, and this contract terminates five business days after the receipt of notice.

11.2. Except as provided in Secs. 5.4 and 5.5, if CAPCOG or County breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 12.

11.3. If CAPCOG suspends payment to County under Sec. 11.1, or if this contract is terminated under Sec. 11.1 or 11.2, CAPCOG and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor County is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

11.4. Termination for breach under Sec. 11.2 does not waive either party's claim for damages resulting from the breach, and both CAPCOG and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

11.5. The ending of this contract under Sec. 3 or its early termination under this Sec. 11 does not affect County's duty:

(1) to repay CAPCOG for expenditures made in violation of applicable law or policy in accordance with Secs. 5.4 and 5.5;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Sec. 9.

Sec. 12. Dispute Resolution

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Sec. 12.

12.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Sec. 13. Notice to Parties

13.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 13.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 13.2.

13.2. CAPCOG's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. County's address is

_____, Attention: _____.

13.3. A party may change its address by providing notice of the change in accordance with Sec. 13.1.

Sec. 14. Miscellaneous

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

14.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3. The following Attachments are part of this contract:

- A. CAPCOG Quarterly Database Maintenance Project Financial Report
- B. *CAPCOG MappedALI GIS Database Requirements*
- C. *Texas 9-1-1 Geodatabase Design Specifications*
- D. Jurisdictional Polygon

14.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

14.5. This contract is executed in duplicate originals.

Williamson COUNTY, TEXAS

CAPITAL AREA COUNCIL OF GOVERNMENTS

By _____

By _____

Printed Name _____

Betty Voights

Title _____

Executive Director

Date _____

Date _____

[illegible]

Print Name: _____



CAPCOG MappedALI GIS Database Requirements

Version 3.2

1 Summary

The following five data layers, and corresponding attribution specifications, are required to be regularly maintained by each county for MappedALI. Incomplete datasets will be returned to the county and not pushed to the PSAPs. Each field in a specific layer must be kept in the same format (such as the "LESN" field being a 5 character long Text) as outlined below. Remember to keep the field names in your database the same as those listed, and in the same order of occurrence, and that all entries for every field must be in UPPER CASE.

2 Street Centerlines

This line layer represents road networks in the Capital Area. This layer includes the Street names and Address ranges used to assign an address.

2.1 Graphic Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are only required to have the designation "DRVW" entered in the 'street name' field. When a street centerline needs to be added, and it can be seen on the current aerial photography provided by CAPCOG, the centerline can be drawn in using the imagery as a reference. If, however, the street centerline is not visible on the most current aerial photography, alternative methods will have to be used to update the street centerline dataset. These methods include using a GPS unit to capture new street centerlines, or using georeferenced paper plats or digital CAD files to heads-up digitize street centerlines. In all cases each new street centerline will need to be broken, or checked for breaks, at each jurisdiction and ESN line/boundary intersection. In addition street segment directionals must be correct as well.

2.2 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
STREET	Text	72	The Entire Street Name
PRD	Text	2	Prefix Directional
STN	Text	60	Street Name
STS	Text	4	Street Suffix
POD	Text	2	Post Directional
ROC	Text	3	Street Type
FROMLEFT	Long Integer	10	Left Low Address
TOLEFT	Long Integer	10	Left High Address
FROMRIGHT	Long Integer	10	Right Low Address
TORIGHT	Long Integer	10	Right High Address
DLU	Date	8	Date Last Updated
LESN	Text	5	Street Segment's Left ESN
RESN	Text	5	Street Segment's Right ESN
LCITY	Text	32	Left POSTAL COMMUNITY
RCITY	Text	32	Right POSTAL COMMUNITY
STATUS	Short Integer	1	Status of Segment
ONW (optional)	Text	1	One-way Street
COL	Text	5	County ID Left (FIPS Code)

COR

Text

5

County ID Left (FIPS Code)

2.3 ROC Codes ('Street Type' Designation)

IH – Interstate, toll road
 US – US highways
 SH – State highways
 FM – Farm to Market, Ranch Road, Ranch to Market
 LS – City Street, County Road, Park Road, Private, Recreational, Ramp,
 Frontage Road
 DW - Driveway

3 Address Points

This point layer represents addressable structures that exist within the Capital Area.

3.2 Graphic Edits

All addressed structures must be represented in the address point layer with a symbol which represents the general center of the structure. When an address point needs to be added or moved, and the structure can be seen on the most current aerial photography provided by CAPCOG, the point can be moved or placed using the imagery as the primary reference. If, however, the structure is not visible on the most current aerial photography, alternative methods must be used to update the address point dataset. These methods include using GPS to capture new points, using existing digital plat files, or scanning and georeferencing paper plat files from which to heads-up-digitize new points.

3.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
NEWADDRESS	Text	82	Entire street address
SAN	Text	10	Site Address Number
PRD	Text	2	Prefix Directional
STN	Text	60	Street Name
STS	Text	4	Street Suffix
POD	Text	2	Post Directional
ADDINFO	Text	20	Additional Location Information
ESN	Text	5	ESN Number
CITY	Text	32	Postal Community
DLU	Date	8	Date Last Updated

4 Emergency Service Numbers (ESNs)

This polygonal layer consists of the intersection of law enforcement, fire district emergency medical service and telephone exchange boundaries in the Capital Area.

4.2 Graphic Edits

These are area files that need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responders. This layer is created and maintained by overlaying it on the street centerline file and determining where the boundaries fall based on the jurisdictions responder's service areas. As new responders are added to or change in an area this boundary file will need to be modified accordingly. Communications must be regularly maintained with all fire, law, and emergency medical responders to obtain information required to keep the ESN boundaries updated with no gaps or overlaps among or between ESN and city limits

4.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
ESN	Text	5	ESN Number
LAW	Text	35	Law Responder Name
FIRE	Text	35	Fire Responder Name
MEDICAL	Text	35	Medical Responder name
DLU	Date	8	Date Last Updated

5 City Limits

This polygonal layer represents municipal boundaries in the Capital Area.

5.2 Graphic Edits

When city limits change due to annexations, metes and bounds descriptions for the new city boundaries description must be acquired and the city limits lines updated with them. Coordinate geometry (COGO) descriptions should be used to input the metes and bounds into the GIS.

5.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
CITY	Text	32	Incorporated Community Name
DLU	Date	8	Date Last Updated

6 Common Places

This point layer represents common places in the Capital Area.

6.2 Graphic Edits

Common places are places where people gather that are not already part of the address point or street centerline files. These locations can be digitized from aerial photography or, alternatively, a GPS point for the place can be taken. Both of these follow the same methodologies as outlined for address points.

6.3 Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
NAME	Text	80	Site Name
SAN	Long Integer	10	Site Address Number
PRD	Text	2	Prefix Directional
STN	Text	60	Street Name
STS	Text	4	Street Suffix
POD	Text	2	Post Directional
ESN	Long Integer	5	ESN Number
CITY	Text	32	Postal Community
DLU	Date	8	Date Last Updated



Texas 9-1-1 Geodatabase Design Specifications Version 1.1

1 Summary

Based on the *NCTCOG Coordinated Statewide Geodatabase Design Specification*, the *Texas 9-1-1 Geodatabase Design Specification Version 1.0* is presented as an alternative format to the *CAPCOG MappedALI GIS Database Requirements Version 3.1*. The *Texas 9-1-1 Geodatabase Design Specifications* were developed in coordination with the following organizations:

- Alamo Area COG
- Ark-Tex COG
- Capital Area COG
- Central Texas Council of Governments MPO
- Concho Valley COG
- Deep East Texas COG
- East Texas COG
- Greater Harris CO 9-1-1
- Houston-Galveston Area COG
- Lower Rio Grande Valley Development Council
- North Central Texas COG
- Permian Basin Reg Planning Comm 9-1-1
- South East Texas Regional Planning Commission
- Sherman-Denison MPO
- Texoma COG
- Texas Natural Resources Information System

The *Texas 9-1-1 Geodatabase Design Specifications* were specifically developed to support MappedALI. The layers listed below include only those layers relevant to CAPCOG MappedALI. Please refer to the *NCTCOG Coordinated Statewide Geodatabase Design Specification* for the complete database design document.

2 Street Centerlines

This line layer represents road networks in the Capital Area. This layer includes the Street names and Address ranges used to assign an address.

2.1 Graphic Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are only required to have the designation "DRVW" entered in the 'RD_TYPE' field. When a street centerline needs to be added, and it can be seen on the current aerial photography provided by CAPCOG, the centerline can be drawn in using the imagery as a reference. If, however, the street centerline is not visible on the most current aerial photography, alternative methods will have to be used to update the street centerline dataset. These methods include using a GPS unit to capture new street centerlines, or using georeferenced paper plats or digital CAD files to heads-up digitize street centerlines. In all cases each new street centerline will need to be broken, or checked for breaks, at each jurisdiction and ESN line/boundary intersection. In addition street segment directionals must be correct as well.

2.2 Database Format

Name: ROADS
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Line
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

Mapped	ALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
		ROAD_ID	Unique Identifier populated by the COGs	S	35		
✓		LF_ADDR	Left "From" Address	N	10	CSEC Best Practices	Low Address Range (Left "From")
✓		LT_ADDR	Left "To" Address	N	10	CSEC Best Practices	High Address Range (Left "To")
✓		RF_ADDR	Right "From" Address	N	10	CSEC Best Practices	Low Address Range (Right "From")
✓		RT_ADDR	Right "To" Address	N	10	CSEC Best Practices	High Address Range (Right "To")
		ADD_LOW	Low Address	N	10		Lowest address in the range
		ADD_HIGH	High Address	N	10		Highest address in the range
✓		RD_PRE	Street Prefix (N,S,E,W)	S	2	CSEC Best Practices	"Street Directional" in CSEC-BESTP
✓		RD_NAME	Street Name	S	60	CSEC Best Practices	Street Name
✓		RD_TYPE	Street Type (Dr, St, Ave...)	S	4	CSEC Best Practices	Road Type
✓		RD_SUF	Street Suffix (N,S,E,W)	S	2	CSEC Best Practices	Street Suffix
✓		FULL_NAME	Option of Prefix, Street Name, Type & Suffix	S	75		
		MSAG_NAME	MSAG Name	S	75		
✓		ONE_WAY	One way designation – 1-YES, 0-NO	BOOL	1	NENA	
✓		ROAD_CLASS	CAPCOG Address Guidelines	N	5	CAPCOG Address Guidelines	
✓		ESN_L	Left ESN Boundary	N	5	CSEC Best Practices	ESN (Left & Right)
✓		ESN_R	Right ESN Boundary	N	5	CSEC Best Practices	ESN (Left & Right)
		CITY_L	City Left	S	35	CSEC Best Practices	City (If Applicable)
		CITY_R	City Right	S	35	CSEC Best Practices	City (If Applicable)
✓		COUNTY_L	County Left	S	35	CSEC Best	County/FIPs Code

					Practices	
✓	COUNTY_R	County Right	S	35	CSEC Best Practices	County/FIPs Code
	STATE_L	State Left	S	15	CSEC Best Practices	State
	STATE_R	State Right	S	15	CSEC Best Practices	State
✓	MSAG_COMM_L	MSAG Community Left	S	35	CSEC Best Practices	MSAG Community
✓	MSAG_COMM_R	MSAG Community Right	S	35	CSEC Best Practices	MSAG Community
	POSTAL_L	Postal Community	S	35		
	POSTAL_R	Postal Community	S	35		
	ZIP_R	5-Digit ZIP Code	N	5	CSEC Best Practices	Zip Code
	ZIP_L	5-Digit ZIP Code	N	5		
	EXCHANGE_L	Left Exchange Boundary	S	5	CSEC Best Practices	Exchange
	EXCHANGE_R	Right Exchange Boundary	S	5	CSEC Best Practices	Exchange
	MAINT_AUTHORITY	Maintenance Authority	S	35		
	COLLECTION_METHOD	Collection Method	S	35		
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Line	S	35		
✓	DATE_MOD	Date Last Updated	D	10	CSEC Best Practices	Date Last Updated

3 Address Points

This point layer represents addressable structures that exist within the Capital Area.

3.1 Graphic Edits

All addressed structures must be represented in the address point layer with a symbol which represents the general center of the structure. When an address point needs to be added or moved, and the structure can be seen on the most current aerial photography provided by CAPCOG, the point can be moved or placed using the imagery as the primary reference. If, however, the structure is not visible on the most current aerial photography, alternative methods must be used to update the address point dataset. These methods include using GPS to capture new points, using existing digital plat files, or scanning and georeferencing paper plat files from which to heads-up-digitize new points.

Please note that the Common Places layer present in *CAPCOG MappedALI GIS Database Requirements Version 3.1* is included in the Address Points (ADDRESS_LOCATION) layer of the *Texas 9-1-1 Geodatabase Design Specifications Version 1.0*. For example, the common name for an addressed structure should be entered into the COMM_NAME field (e.g. "Prime Outlets at San Marcos" for 3939 S IH-35 #300).

3.2 Database Format

Name: ADDRESS_LOCATION
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Point
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

MappedALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
	ADDRESS_ID	Address ID field for holding unique code generated by the COGs	S	35		Pseudo replacement for the GUID for COGs to use if they want.
✓	ADD_NUMBER	Address number of structure	N	10	CSEC Best Practices	Address Number
✓	ADD_PRE	Street Prefix (N,S,E,W)	S	2	CSEC Best Practices	Street Directional
✓	ADD_NAME	Street Name	S	60	CSEC Best Practices	Street Name
✓	ADD_TYPE	Street Type	S	4	CSEC Best Practices	Road Type
✓	ADD_SUF	Street Suffix (N,S,E,W)	S	2	CSEC Best Practices	Street Suffix
✓	ADD_FULLNAME	Street Name, Type & Suffix	S	75		
	ADD_UNIT		S	12		
	ADD_HIST_ADD	Historical Address	S	75		
	RR_ADD		S	35		
	ALIAS_ADD	Alias Address	S	75		
	ADDRESS_CLASS	General Class – Residential, Comm...	N	5	CSEC Best Practices	
✓	SUPP_INFO	Supplemental Information (Ex. Bldg.#5, Suite #2...)	S	35	CSEC Best Practices	Supplemental Information
	STRUCT_TYPE	Structure Type	S	2	CSEC Best Practices	Structure Type
	STRUCT_NOTES1	Whatever you want	S	125		
	STRUCT_NOTES2	Whatever you want	S	125		
	STRUCT_PHONE1		S	15		
	STRUCT_PHONE2		S	15		
	OWNER_LN	Owner Last Name	S	15		
	OWNER_FN	Owner First Name	S	15		
	RES_LN	Resident Last Name	S	15		
	RES_FN	Resident First Name	S	15		
	ZIP5	5-Digit Zip Code	N	5	CSEC Best Practices	Zip Code

	EXCHANGE	Exchange Boundary	S	35	CSEC Best Practices	Exchange
✓	MSAG_COMM		S	35		
✓	ESN	ESN	N	5		Emergency Service Number
	COMM_NAME	Common Name	S	35	CSEC Best Practices	Common Name
	POSTAL_COM		S	35		
	COLLECT_METHOD		S	35		
	GEOCODE_LEVEL	Geocode accuracy	S	35		
	PID	Parcel ID	S	35		
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Line	S	35		
	DATE_CREATE	Date Created	Date_Mod	10		
	DATE_MOD	Date Last Updated	DATE	10	CSEC Best Practices	Date Last Updated

4 Emergency Service Numbers (ESNs)

This polygonal layer consists of the intersection of law enforcement, fire district emergency medical service and telephone exchange boundaries in the Capital Area.

1. Graphic Edits

These are area files that need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responders. This layer is created and maintained by overlaying it on the street centerline file and determining where the boundaries fall based on the jurisdictions responder's service areas. As new responders are added to or change in an area this boundary file will need to be modified accordingly. Communications must be regularly maintained with all fire, law, and emergency medical responders to obtain information required to keep the ESN boundaries updated.

4.1 Database Format

Name: ESN
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Polygon
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

MappedALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
✓	ESN_NUM	ESN Number	N	5		
	ESN_CITY	City Name	S	35	CSEC Best Practices	City (If Applicable)
	ESN_COUNTY	County Name	S	35	CSEC Best Practices	County
	ESN_STATE	State Name	S	15	CSEC Best Practices	State
✓	ESN_LAW	Law Responder	S	35	CSEC Best	Law Responder

					Practices	
✓	ESN_FIRE	Fire Responder	S	35	CSEC Best Practices	Fire Responder
✓	ESN_EMS	Medical Responder	S	35	CSEC Best Practices	Medical Responder
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Line	S	35		
✓	DATE_MOD	Date Last Updated	DATE	10	CSEC Best Practices	Date Last Updated

5 City Limits

This polygonal layer represents municipal boundaries in the Capital Area.

2. Graphic Edits

When city limits change due to annexations, metes and bounds descriptions for the new city boundaries description must be acquired and the city limits lines updated with them. Coordinate geometry (COGO) descriptions should be used to input the metes and bounds into the GIS.

5.1 Database Format

Name: CITY
Dataset Type: Feature Class
Feature Type: Simple
Geometry: Polygon
Coordinate System: NAD 83 State Plane, Texas Central Zone
Units: Feet

MappedALI	FIELD	DESCRIPTION	TYPE	WIDTH	SOURCE	NOTES
✓	CITY_NAME	City Name	S	35	CSEC Best Practices	
	CITY_FIPS	City FIPS Code	S	5		
	SOURCE	Source of Existing Data	S	35		
	USER_ID	ID of User Editing Geometry	S	35		
✓	DATE_MOD	Date Last Updated/Modified	D	10	CSEC Best Practices	

Williamson County

*Jurisdictional Polygon
for 9-1-1 Data*

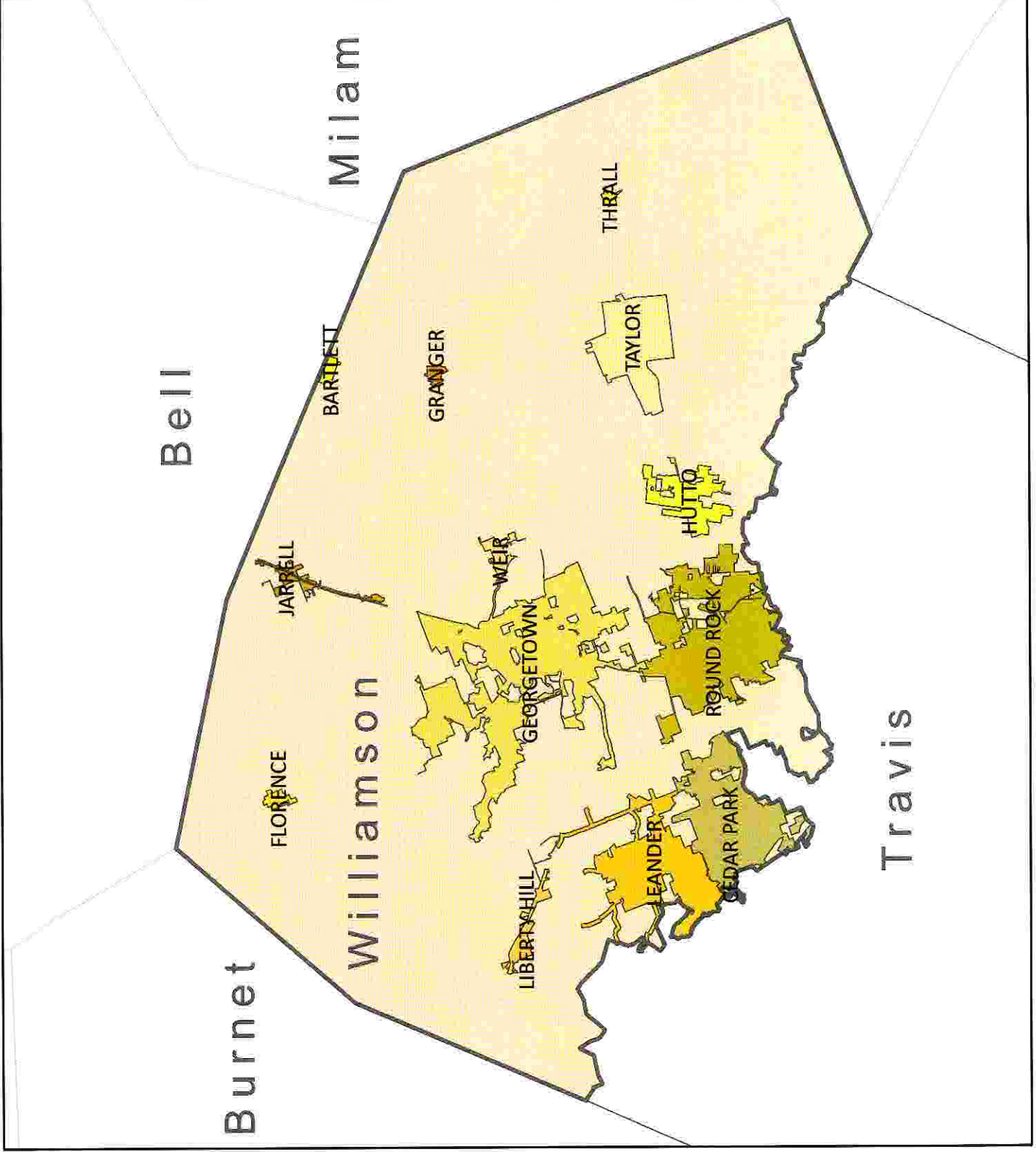
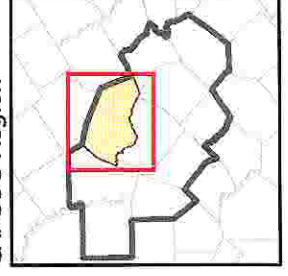
Williamson County GIS data submissions include the county of Williamson, the cities of Bartlett, Florence, Jarrell, Leander, Granger, Taylor, Cedar Park, Thrall, Weir, Hutto, Georgetown, Liberty Hill, and Round Rock. It does not include any part of the City of Austin within Williamson County.



1 inch = 7 miles



CAPCOG Region



**UTMB FY 2010 Interlocal Cooperation Act Contract between UTMB and
Williamson County
Commissioners Court - Regular Session**

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding UTMB FY 2010 Interlocal Cooperation Act Contract between UTMB and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [UTMB Letter regarding FY2010 Interlocal Contract](#)

Link: [UTMB FY 2010 Interlocal Cooperation Act Contract between UTMB and Williamson County](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 08/07/2009 09:56 AM
Final Approval Date: 08/07/2009



Office of County Affairs
301 University Blvd.
Galveston, Texas 77555-0974

July 27, 2009

Honorable Judge Dan A. Gattis
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

**RE: FY2010 Interlocal Cooperation Act Contract between UTMB and
Williamson County (the Contract)**

Dear Honorable Judge Dan A. Gattis,

Enclosed is the Fiscal Year 2010 Interlocal Cooperation Act Contract for the period September 1, 2009 through August 31, 2010 for health care services at UTMB. It has been a difficult year for UTMB post Hurricane Ike given the extensive damage to our facilities. Fortunately, with the help and support of UT System and the Texas Legislature, UTMB is on the road to recovery and, in due time, will eventually be restored to its pre-storm capacity.

However, it has become very clear that UTMB must be fiscally responsible and cannot continue to operate with a deficit. Thus, there have been several changes to this year's contract that address reimbursement issues to ensure we remain fiscally sound.

UTMB will offer health care services to counties' eligible residents with the following changes in the FY2010 contractual agreement:

- The \$30,000 or 30 days of hospitalization cap out on the amount counties pay UTMB for authorized services rendered has been increased to \$60,000.
- The compensation rates in the Contract have been increased as follows:
 - In-Patient 54% of current billed charges
 - Out-Patient 43% of current billed charges
 - Professional fees 120% of Texas Medicaid Reimbursement
 - Other rates are detailed in Exhibit D, Compensation Schedule.
- UTMB is contracting with an independent provider to operate its emergency department. Under the terms of the agreement between UTMB and the provider, each county desiring coverage for an Eligible Resident will be required to independently contract with the emergency department provider.

- UTMB has included a "hurricane" clause ("Force Majeure") in the Contract to define when providing services to the counties would be impossible.

I would additionally like to update you regarding some of our services from my last letter to you. We are still unable to provide Radiation Oncology and Inpatient Psychiatry services at this time. Also, as noted above, our Emergency Room is re-opening August 1st and will be managed by outside emergency physicians employed by Barrier Reef Emergency Physicians. To establish an in-network agreement with this group, please make the following contact:

Edward Rodriguez
Managed Care Contracting Executive
Reimbursement Technologies
1000 River Rd, Suite 100
Conshohocken, PA 19428
Phone: 610-834-2828 ext 5458
Fax: 610-834-2836

Please review the enclosed Contract and contact us via email with any questions relating to the contract at www.office.county.affiars@utmb.edu and we will get back to you as soon as possible. Please return both original copies of the contract with your signature and we will return an original executed contract to you. We appreciate your understanding and support over the past year as UTMB continues its rebuilding process.

Sincerely,



Beverly C. Dowling
Assistant Vice President
Health Policy and Legislative Affairs - Community Health Network

BCD/jag

Enclosure

**INTERLOCAL COOPERATION ACT CONTRACT
TO PROVIDE HEALTH CARE SERVICES
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND WILLIAMSON COUNTY**

This Interlocal Cooperation Act Contract (the "Contract") is entered into pursuant to the authority granted under *Chapter 791, Texas Government Code* by and between **The University of Texas Medical Branch at Galveston**, a component institution of The University of Texas System and an agency of the State of Texas, ("UTMB"), and **Williamson County** ("County") for the provision of the health care services to the County's eligible residents described herein.

This Contract is subject to the provisions of the Texas Indigent Health Care and Treatment Act, *Chapter 61, Texas Health & Safety Code* (the "Act"). However, UTMB and County understand and acknowledge that County shall be liable to UTMB for the treatment and provision of health care services to any Eligible Resident under this Contract, as contemplated and authorized under Section 74.005 (d), Texas Education Code, up to the Cap Out amount.

I. Definitions:

- 1.1 **Cap Out:** The maximum County liability under this Contract, which UTMB and County agree shall be \$60,000.
- 1.2 **Eligible Resident:** An Eligible Resident is a County resident who:
 - 1.2.1 Presents a valid County identification card to UTMB; and
 - 1.2.2 Presents a valid referral authorization from the County indigent health care office or from a physician designated by the County indigent health care office as authorized to make referrals; or
 - 1.2.3 Is referred to UTMB for treatment by an authorized County official and/or designated County agent providing a valid authorization.
- 1.3 **Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.
- 1.4 **Invoice:** An invoice is the demand for payment for services provided by UTMB to Eligible Residents which may be submitted at the election of the County either electronically or in monthly statement form as set out in Section 2.2.2.
- 1.5 **Patient Encounter:** A patient encounter includes each preauthorized inpatient or outpatient visit to UTMB by an Eligible Resident and all medically appropriate procedures, treatments, and ancillary services associated with that visit.

- 1.6 **Primary Care:** General health care services provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.7 **Secondary Care:** Specialty health care services provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.
- 1.8 **Tertiary Care:** Health care services provided within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Responsibilities:

2.1 County's Responsibilities:

- 2.1.1 The County agrees to pay UTMB the fees charged to the County by UTMB for health care services rendered pursuant to this Contract within sixty (60) days of date of the Invoice except for amounts specifically disputed in accordance with Section 2.1.2. The undisputed portions of any Invoice will not be withheld and will be paid in accordance with this section 2.1.1.
- 2.1.2 In the event the County disputes all or any portion of an amount included on an Invoice, the County will notify UTMB in writing of the specific reason for which the amount is being disputed. Valid reasons for dispute include (i) appointment not authorized; (ii) Cap Out and (iii) Medicaid patient. In the case of the first two, UTMB and County will consult their respective records to resolve the dispute. In the case of a Medicaid patient, the County will provide the Medicaid Number, the Add Date, Effective Date and Term Date and such other information as is reasonably requested by UTMB. Any other reason for disputing a charge (i.e., duplicate charge) must be accompanied by a full explanation of the reason for non-payment and evidence that such charge is not valid and the County will provide to UTMB such additional information as is reasonably requested by UTMB. All notices of dispute shall be in writing, specific, in good faith, and promptly forwarded to the respective UTMB billing entity, but in no event later than forty-five (45) days from the date of the Invoice containing the disputed charge. Dispute notices received by UTMB later than forty-five (45) days from the date of the Invoice shall be null and void and the disputed amount shall be due and owing from the County to UTMB. Notices for dispute of a charge will be sent directly to the respective UTMB billing entity set forth in Section 2.1.4 and Section 2.1.5 with the appropriate documentation necessary for each such billing entity. UTMB shall respond to any notice of dispute within thirty (30) days of receipt of same. If UTMB's response indicates payment is expected for the amount(s) in dispute, the County shall have thirty (30) days from receipt of UTMB's response to either pay the disputed amount(s) or notify UTMB that the amount remains in dispute. If the

- 2.1.14 County agrees to pay for Emergency Care received by any Eligible Resident at the UTMB Emergency Room, without regard to prior authorization, at rates specified under this Contract.
- 2.1.15 County acknowledges that UTMB is reopening its Emergency Care unit on or about August 1, 2009, through the services of a third-party provider/entity. Based on the final terms of UTMB's contract with such third party, County understands and agrees that a separate agreement will have to be executed between County and such third-party for the provision of Emergency Care physician services under terms and at rates to be determined under such separate agreement.
- 2.1.16 County or its designee agrees to promptly respond to a request from UTMB to authorize additional health care services not previously authorized that are medically necessary when delaying such health care services may be harmful to the Eligible Resident. County or its designee shall utilize its best faith effort to respond within three (3) hours of UTMB's request to authorize additional health care services.
- 2.1.17 County or its designee agrees to notify UTMB by fax at (409) 747-0850 or other mutually agreeable electronic means, including email, when it disenrolls an Eligible Resident from the County's indigent health care program. Such notice shall be delivered within 72 hours of the effective date of the disenrollment, and shall include the name, date of birth, and social security number of the affected individual.
- 2.1.18 County agrees that it will not require Eligible Residents receiving health care services from UTMB under this Contract to obtain any part of those health care services outside of UTMB, including but not limited to radiology, electronic imaging, laboratory and pathology services.

2.2 UTMB's responsibilities:

- 2.2.1 At the time of referral of an Eligible Resident, UTMB agrees to provide health care services within the then current limits of its capacities and capabilities to the County's Eligible Residents at the authorized and agreed upon fee schedule attached as Exhibit D to this Contract.
- 2.2.2 UTMB agrees to submit Invoices on a timely basis to the County from each billing entity.
 - 2.2.2.1 Invoices may be submitted either (i) electronically for each Patient Encounter of an Eligible Resident; or (ii) in a paper statement prepared on a monthly basis reflecting the accumulated amounts due to UTMB from the County for the Patient Encounters of all Eligible Residents during the previous month regardless of the date of a Patient Encounter. The County has elected the method of invoicing indicated on the signature page of this Contract. The

County may change such election only upon written notification to UTMB at least sixty (60) days prior to the date requested for such change to take effect.

- 2.2.2.2 Invoices that are sent in electronic form will be sent within ninety-five (95) days of the date of each Patient Encounter. If submitted in paper statement form, the Invoice will include the amounts due to UTMB from the County for the Patient Encounters of all Eligible Residents accumulated during the previous month regardless of the date of a Patient Encounter, although the Invoice will be sent within one-hundred twenty-five (125) days of the date of any Patient Encounter included on the Invoice. Separate Invoices will be submitted for hospital and physician services.
- 2.2.3 UTMB agrees that it will not "balance bill" for health care services provided to those Eligible Residents who have the appropriate consultation form identified in Exhibit B. UTMB agrees to accept County's payment as payment in full for health care services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for health care services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to refund the County for the amount received from the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents. Refund should be submitted to the appropriate County within one hundred twenty (120) days of UTMB receipt of payment from third party payer.
- 2.2.4 UTMB agrees to make a best faith effort to provide discharge summaries and consultation reports, procedure and/or operative notes (and case notes, if requested by County) and consult notes for clinic services to the County's referring physician. UTMB shall furnish such information to the County's referring physician not later than ten (10) business days of the date of discharge of the patient. In addition, UTMB shall furnish the same information, as soon as practicable, upon request to the County's indigent healthcare office or its assignee. In the event UTMB fails to provide such information as is required by this section on a timely basis for more than ten percent (10%) of the County's patients treated at UTMB during any calendar month during the term of this Contract, then upon such failure of performance County may immediately institute the dispute resolution procedure set forth in section 5.3 below. UTMB agrees to provide copies of medical records under this section without charge. If additional copies of the same medical records are requested, whether in the same or subsequent request by County, County will pay for the additional copies at the rates then charged by UTMB for such copies under similar circumstances.

- 2.2.5 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for follow-up treatment of the referred condition.
- 2.2.6 UTMB Invoices shall include a HCFA UB-04 for inpatient/hospital services and a HCFA 1500 for outpatient/physician services. UTMB shall provide all necessary documents in its possession to assist County in seeking reimbursement from other sources, including assignments for Medicaid eligible services provided to SSI Appellant Eligible Residents.
- 2.2.7 UTMB agrees to use reasonable efforts to inform the County of the cumulative amount of all Invoices.
- 2.2.8 UTMB agrees to provide names, addresses, and phone numbers for personnel responsible for arranging for health care services under this Contract.
- 2.2.9 UTMB agrees to comply with Federal and State laws regarding Emergency Care. UTMB agrees to make reasonable efforts to refer County residents not requiring Emergency Care to the County's indigent health care office for referral in accordance with the provisions of this Contract.
- 2.2.10 UTMB provides professional liability insurance coverage for employed UTMB faculty, qualifying part-time contracted faculty, residents, and students through the University of Texas System Professional Medical Liability Benefit Plan (the "Plan") for claims arising from or related to acts and/or omissions occurring within the course and scope of their clinical, educational, and research duties and responsibilities. The plan provides coverage of \$500,000 per claim and \$1.5 million in annual aggregate and is an "incurred" plan and provides "tail" coverage. UTMB agrees to provide evidence of current coverage under such policies and to immediately inform County of any actual or proposed material modification, cancellation, or termination of such insurance. County acknowledges that, as an agency of the State of Texas, UTMB's liability for the tortuous conduct of UTMB employees or for injuries caused by conditions of tangible personal property is provided for by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code, Chapters 101, 104, and 108*). Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of *Texas Labor Code, Chapter 503*.
- 2.2.11 UTMB agrees to allow County and/or its agent access to the medical and billing records of services provided under this Contract to County's Eligible Residents treated by UTMB for purposes of allowing County and/or its agent to conduct audits regarding medical necessity and/or billing accuracy. In such event, County shall provide notice not less than three (3) business days in advance of on-site visit and specify those records it desires to inspect and review. On-site visits will be conducted during normal business hours. County and/or its agent will adhere to all UTMB standard security requirements for premises access. All costs of such au-

ditions shall be the responsibility of County. UTMB agrees to cooperate with County regarding such audit processes.

2.3 Health care services not UTMB's responsibility:

2.3.1 UTMB does not agree to provide Outpatient Pharmacy services.

2.3.2 UTMB does not agree to provide transportation to and from UTMB.

2.3.3 UTMB does not agree to provide take-home medical supplies.

III. Warranties:

3.1 UTMB warrants that (1) the health care services to be performed hereunder are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

3.2 County warrants that (1) it has authority to perform the services under authority granted in Chapter 61, *Texas Health & Safety Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

IV Miscellaneous:

5.1 **Term and Termination.** This term of this Contract shall be from September 1, 2009 through August 31, 2010, regardless of the date of execution. This Contract may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Execution of this Contract shall supersede and replace any previous agreement between County and UTMB for indigent health care services provided after September 1, 2009, or the effective date of this Contract, whichever date is earlier. Physician services will be designated by the last date of service of a Patient Encounter. Hospital services will be designated by admission date.

For continuation of care after the effective date of termination, the parties agree to cooperate to arrange for the prompt, medically appropriate transfer of Eligible Residents following termination of this Contract. In the case of inpatient services provided to Eligible Residents after the effective date of termination, except as may be required by the obligation of UTMB to continue care in the event of special circumstances, UTMB shall continue such care and be compensated by the County until the conclusion of the course of treatment. Such continued treatment shall be at the rates then in effect under this Contract. For outpatient

treatment, the County agrees to move the Eligible Resident to a contracted provider unless both parties agree in writing to a short term continuum of care plan. Services provided under this section, with accompanying requirements, survive the termination of Contract.

- 5.2 **Jurisdiction/Venue.** The parties agree that this Contract shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Travis County, Texas.
- 5.3 **Dispute Resolution Procedure.** The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Either party must give written notice to the other party of a claim for breach of this Contract not later than the 180th day after the date of the event giving rise to the claim. By their execution of this Contract, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Contract; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Contract constitutes or is intended to constitute a waiver of the other party's immunity from suit with respect to claims of third parties.
- 5.4 **Entire Agreement/Amendment.** This Contract constitutes the entire agreement between the parties. This Contract may be amended only in writing and signed by both parties.
- 5.5 **HIPAA Obligation and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA")).** To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as "Protected Information") as regulated by the Department of Health and Human Services (DHHS) through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), collectively referred to as "the HIPAA Rules," such party agrees to keep private and to secure any information considered Protected Information in accordance with federal law. Further, the parties will execute the Business Associate Agreement appended hereto as Exhibit E.
- 5.6 **Notices.** Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this Section:

UTMB: William R. Elger, CPA
Executive Vice President and
Chief Business and Finance Officer
The University of Texas Medical Branch
301 University Blvd.
Galveston, TX 77555-0128

Cc to: Department of Legal Affairs
The University of Texas Medical Branch
301 University Blvd.
Galveston, Texas 77555-0171
Phone: (409) 747-8738
Fax: (409) 747-8741

If to Williamson County:

The Honorable Judge Dan A. Gattis
Address: 710 Main Street, Suite 101
City: Georgetown
Phone: 512-943-1550

- 5.7 **State Auditor's Office.** The parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. The contracting parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The contracting parties will include this provision in all contracts with permitted subcontractors.
- 5.8 **Assignment.** This Contract is not transferable or assignable except upon written approval by receiving party and performing party.
- 5.9 **Severability.** If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 5.10 **Public Records.** It shall be the independent responsibility of UTMB and County to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Neither party is authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the other party.
- 5.11 **Force Majeure.** Neither UTMB nor County shall be required to perform any term, condition, or covenant of this Contract so long as such performance is de-

layed or prevented by acts of God, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or County and that by the exercise of due diligence UTMB or County is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the following page by its duly authorized representative to be effective as of September 1, 2008.

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

**THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON**

By: _____

William R. Elger, CPA
Executive Vice President and
Chief Business and Finance Officer

Date: _____

Content Reviewed _____

**Election by County as to Method of
Invoicing (please initial one):**

_____ **Paper Monthly Statement**

_____ **Electronic**

Exhibit A
Eligible Resident Identification Card

Card

County Indigent Care Card No. _____	
Effective Date: <u>10-01-10</u>	Expiration Date: <u>10-31-10</u>
County Identification No: <u>123456</u>	
Coverage:_____	
Name:	Mr/Mrs. County Resident
Address:	1313 Main Street
	Your City, Texas 00000
Telephone:	409-555-5555
Date of Birth:	<u>10-23-1949</u>
Primary Care Provider:	

<i>Signature</i>	
County Indigent Care Coordinator	

<i>Signature</i>	
County Indigent Patient's Signature	
Patient Must Present This Card at Time of Registration.	
This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.	

Cards are to be created by the County .

Each card should have a unique number assigned as a security precaution and tracking mechanism.

Each card should have an original signature by the appropriate representative of the county.

Each card should have an original signature by the resident

Each covered family member should have their own card issued. This would replace existing letters.

Primer Legality

Date: _____

Page 12 of 21

Exhibit C Procedures Requiring Preauthorization

The following services require pre-authorization:

INPATIENT SERVICES:

- Inpatient Admissions / Acute care hospitalization
- Skilled Nursing Facility

OUTPATIENT SERVICES:

- Surgeries or procedures requiring conscious sedation or general anesthesia performed in a physician's office, free standing surgery center, ambulatory surgery center, or hospital based surgery center
- CT Scan
- Echocardiogram
- MRI/MRS
- Nuclear Studies/Imaging
- PET Scan
- Physical Therapy
- Speech Therapy
- Occupational Therapy
- Hyperbaric Treatments- *only in special circumstances*
- Initial Chemotherapy Treatment ONLY
- Initial Radiation Treatment ONLY
- Infusion Treatment
- Oral Surgery - *only in special circumstances*

EXHIBIT D
Compensation Schedule

Inpatient Services:	County agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific TEFRA In-Patient Percentage of 54% of current billed charges.
Outpatient Services:	County agrees to pay authorized Outpatient Services based on billed charges at the TEFRA Out-Patient Percentage determined by TMHP based on UTMB's most recent Medicaid cost report settlement. UTMB's TEFRA Out-Patient Percentage is 43% of billed charges.
Outpatient Surgery:	County agrees to pay authorized Outpatient Surgeries in accordance with UTMB's TEFRA Out-Patient Percentage of 43% of billed charges.
Outpatient Laboratory Services:	County agrees to pay authorized Outpatient Laboratory Services in accordance with the UTMB's TEFRA Out-Patient Percentage of 43% of billed charges.
Professional Services:	County agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.
Mid-Level Providers:	County agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.
Anesthesia:	County agrees to pay \$41 per ASA unit, based on current ASA units and 15 minute time units.
Any fees not otherwise defined:	County agrees to pay 43% of billed charges.

Exhibit E

UTMB Business Associate Agreement

This Business Associate Agreement (the "Agreement"), is made by and between Business Associate and Covered Entity (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, ("the Security Rule") and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides payment services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain PHI that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. **Business Associate.** "Business Associate" shall mean County.
 2. **Covered Entity.** "Covered Entity" shall mean The University of Texas Medical Branch at Galveston (UTMB).
 3. **HIPAA Rules.** The Privacy Rule and the Security Rule are referred to collectively herein as "HIPAA Rules."
 4. **Individual.** "Individual" shall mean the person who is the subject of the protected health information.
 5. **Protected Health Information ("PHI").** "Protected Health Information" or PHI shall mean individually identifiable health information that is transmitted or maintained in any form or medium.
 6. **Required by Law.** "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

7. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

B. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. **Use and Disclosure of PHI.** Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. In such cases, Business Associate shall:
 - a. Provide information and training to members of its workforce who use or disclose PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - b. obtain reasonable assurances from the person or entity to whom the PHI is disclosed that:
 1. the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and
 2. the person or entity will notify Business Associate of any instances of which the person is aware the confidentiality of the PHI has been breached; and
 - c. agree to notify the Privacy Officer of Covered Entity of any instances of which it is aware PHI was used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
2. **Data Aggregation.** In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
3. **De-identified Information.** The Business Associate may use and disclose de-identified PHI if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.
4. **Safeguards.** Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative,

physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

5. **Minimum Necessary.** Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.
6. **Disclosure to Agents and Subcontractors.** If Business Associate discloses PHI received from Covered Entity to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate’s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:
 - a. Business Associate agrees, if it maintains PHI in a Designated Record Set, it will permit an Individual to inspect or copy PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
 - b. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. 164.526.
 - c. Business Associate agrees, if it maintains PHI in a Designated Record Set, to maintain the required documentation to provide an accounting of disclosures of PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. § 164.528.
8. **Internal Practices, Policies, and Procedures.** Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary or its designee for purposes determining Covered Entity's compliance with the HIPAA Rules.

9. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.
 10. **Knowledge of HIPAA Rules.** Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
 11. **Security Incident.** Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware.
- C. **Permitted Uses and Disclosures by Business Associates.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
- D. **Obligations of Covered Entity.** If deemed applicable by Covered Entity, Covered Entity shall:
1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI
 4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

E. Term and Termination.

1. **Term.** This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

F. Miscellaneous.

1. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
2. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
3. **Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

4. **Amendments.** This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.
5. **Choice of Law.** This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
6. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
7. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.
8. **No Third Party Beneficiaries.** Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
9. **Headings.** The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in anyway the meaning or interpretation of this Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
11. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
12. **Regulatory References.** A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement.

IN WITNESS WHEREOF, Business Associate and Covered Entity have executed this Agreement to be effective September 1, 2009.

COVERED ENTITY

By: _____
Name: William R. Elger, CPA
Title: Executive Vice President and
Chief Business & Finance Officer

Date: _____

Content Reviewed

BUSINESS ASSOCIATE

By: _____
Name: _____
Title: _____

Date: _____

Budget Discussion

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discussion of 2009-2010 Budget

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 07/21/2009 12:03 PM
Final Approval Date: 07/21/2009

2009/2010 Williamson County Budget Order Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding 2009/2010 Williamson County Budget Order.

Background

Fiscal Impact

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

Attachments

Link: [Draft Budget Order 2009/2010](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Peggy Vasquez	08/05/2009 05:17 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Peggy Vasquez			Started On: 08/05/2009 05:17 PM	

Park Donations, B/A 08/11/09
Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Melanie Denny, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$100.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Melanie Denny Started On: 08/04/2009 08:29 AM
 Final Approval Date: 08/06/2009

Park Donations, B/A 08/11/09
Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Melanie Denny, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$100.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Melanie Denny Started On: 08/04/2009 08:33 AM
Final Approval Date: 08/06/2009

Memorial Tree Program donation

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Gary Boyd, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider accepting a donation of \$100 for Memorial Tree planting in memory of Rodney Shawn Morris, Jr. (RJ) aka "Lonestar" from the employees of Williamson County Juvenile Services.

Background

The Parks Department is in receipt of \$100 donated to the Memorial Tree Program in honor of the memory of Rodney Shawn Morris, Jr. His co-workers and friends in Williamson County Juvenile Services donated the funds for the tree. It will be planted on the Juvenile Services building site in a memorial grove and will be placed in the fall/winter when temperatures and conditions are more conducive to tree planting.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Gary Boyd	08/06/2009 08:50 AM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Gary Boyd			Started On: 08/06/2009 08:50 AM	

Budget Amendment

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Health District

Background

Increasing enrollment in indigent program along with the addition of three new hospitals to the County this year has caused funding in these line items to be exhausted. This transfer should cover expenditures through the end of the FY.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0630-000346	HD/Transfer to Medicaid UPL	\$255,000	
	0100-0630-004905	HD/Paymt to Indigents	\$745,000	
	0100-0630-004063	HD/Admin Cost-Indigent	\$12,000	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox	Approved By Date	Status
	Ashlie Koenig 08/06/2009 10:14 AM	CREATED
1 County Judge Exec Asst.		NEW
Form Started By: Ashlie Koenig	Started On: 08/06/2009 10:14 AM	

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Executive Session

Information**Agenda Item**

Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 08/07/2009 11:41 AM
Final Approval Date: 08/07/2009

2009-2010 Revenue Projections

Commissioners Court - Regular Session

Date: 08/11/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Court Recess until 1:00 p.m. to discuss 2009-2010 Revenue Projections

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Ashlie Koenig	08/04/2009 04:26 PM	CREATED
1	County Judge Exec Asst.			NEW
Form Started By: Ashlie Koenig		Started On: 08/04/2009 04:26 PM		