

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 1ST, 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 – 13)

5. Discuss and consider approving line item transfer for Williamson County Ag Extension Office

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|-----------------|-------------------|--------|----------|
| To | 0100-665-003101 | Educational Aids | \$378 | |
| From | 0100-665-003011 | Computer Software | \$378 | |

6. Discuss and consider approving a line item transfer for Constable Pct. #1

Fiscal Impact

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

| | | | | |
|------|------------------|----------------|-------|--|
| From | 0100-0551-004548 | Radio Repair | \$500 | |
| To | 0100-0551-004541 | Vehicle Repair | \$500 | |

7. Discuss and consider approving a line item transfer for JP#1

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------|--------|----------|
| From | 0100-0451-004310 | Advertising | \$2000 | |
| To | 0100-0451-004232 | Training | \$2000 | |

8. Discuss and consider approving a line item transfer for URS

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|----------|----------|
| FROM | 0200-0210-003110 | OTHER SUPPLIES | \$700.00 | |
| TO | 0200-0210-004999 | MISC. | \$700.00 | |

9. Discuss and consider approving a line item transfer for the County Jail

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|--------|----------|
| From | 0100-0570-004500 | Maintenance Contracts | \$1304 | |
| To | 0100-0570-001114 | Certifications | \$1304 | |

10. Discuss and consider approving a line item transfer for Information Technology Services:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------------|---------|----------|
| From | 0100-0503-004544 | Repairs to Office Equipment | \$1,200 | |
| To | 0100-0503-003005 | Office Furniture | \$1,200 | |

11. Discuss and consider approving a line item transfer for the Child Welfare Board

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------------|--------|----------|
| From | 0100-0645-003316 | CWB/Medical-Hosp | \$1000 | |
| From | 0100-0645-004105 | CWB/Foster Home Care | \$1000 | |
| From | 0100-0645-004106 | CWB/Counseling | \$1000 | |
| From | 0100-0645-004109 | CWB/Special Needs | \$1000 | |
| To | 0100-0645-002080 | CWB/Random Drug Test | \$4000 | |

12. Consider approving the Treasurer's Report on the Williamson County Finances for July 2009.
13. Consider and take appropriate action on authorizing the trade-in of a vehicle and the transfer of items through inter-office transfer to County departments and/or auction/donation/destruction.
(Complete list filed with official minutes)

REGULAR AGENDA

14. Consider recognizing our Williamson County Employees who reached a 25 or 20 year service milestone during calendar year 2008.
15. Discuss and take appropriate action on road bond program.
16. Discuss and take appropriate action on Notice of Termination regarding that certain Agreement by and between Williamson County and Corrections Corporation of America.
17. Discuss and take appropriate action on a Lease Renewal Amendment to extend the Lease between the State of Texas and Williamson County regarding the Georgetown DPS Office located at 807 East 7th Street, Georgetown, Texas.
18. Discuss and take appropriate action on resolution to declare September 2009 as National Preparedness Month in Williamson County.
19. Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Thrall on small community park assistance.
20. Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Florence on small community park assistance.
21. Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Cedar Park for placement of the Twin Lakes Park sign.
22. Discuss and take action on request that Williamson County be included within the service area of Foreign Trade Zone Number 183.
23. Discuss and take action on Arbitrage Rebate Compliance Services contract with First Southwest Asset Management Inc.
24. Consider awarding bids received for bid # 09WC719, Gas Service Extension for the New Round Rock Annex, to the best and lowest bidder meeting specifications- H & T Utilities, L.C.
25. Consider authorizing advertising and setting date of September 30, 2009 at 3:00pm in the Purchasing Department to receive bids for road project RM 2338 Phase II, Bid #09WC722.

26. Consider authorizing advertising and setting date of September 30, 2009 at 4:00pm in the Purchasing Department to receive bids for road project CR 214 Phase 2A, Bid #09WC723.
27. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for August 2009 Voluntary Duty:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------------|------------|----------|
| | 0100.0000.341220 | Voluntary Duty Rev, SO | \$1,841.83 | 01 |
| | 0100.0000.341230 | Voluntary Duty Admin Fee | \$218.27 | 02 |

28. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for August 2009 Voluntary Duty pay:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------|------------|----------|
| | 0100.0560.001117 | Voluntary Duty Pay | \$1,635.00 | 01 |
| | 0100.0560.002010 | FICA | \$125.08 | 02 |
| | 0100.0560.002050 | Worker's Comp | \$81.75 | 03 |

29. Discuss and take appropriate action on the 2009/2010 Williamson County Budget Order.

EXECUTIVE SESSION

30. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
31. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
32. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
33. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
34. Discuss and take appropriate action on real estate.
35. Discuss and take appropriate action on pending or contemplated litigation.
36. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.

- 37. Discuss and take appropriate action on personnel issues.
- 38. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Donna Colburn, Ag Extension
Department: Ag Extension
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfer for Williamson County Ag Extension Office

Background

The educational aid line item for the current budget year has been depleted and monies are being moved to purchase additional aids for current extension programs

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|-----------------|-------------------|--------|----------|
| To | 0100-665-003101 | Educational Aids | \$378 | |
| From | 0100-665-003011 | Computer Software | \$378 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---------------------------------|-------------------------|---------------|---------------------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 08/26/2009 02:08 PM | APRV |
| 4 | Budget | Ashlie Koenig | 08/27/2009 07:41 AM | APRV |
| Form Started By: Donna Colburn | | | Started On: 08/21/2009 03:20 PM | |
| Final Approval Date: 08/27/2009 | | | | |

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Mike Turek, Constable Pct. #1
Submitted For: Mike Turek
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #1

Background

To cover shortage of vehicle maintenance monies through the end of this fiscal year

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|--------|----------|
| From | 0100-0551-004548 | Radio Repair | \$500 | |
| To | 0100-0551-004541 | Vehicle Repair | \$500 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 08/26/2009 02:08 PM | APRV |
| 4 | Budget | Ashlie Koenig | 08/27/2009 07:43 AM | APRV |

Form Started By: Mike Turek
 Started On: 08/25/2009 02:53 PM
 Final Approval Date: 08/27/2009

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

Date: 09/01/2009
Submitted By: Bonnie Sims, J.P. Pct. #1
Submitted For: Dain Johnson
Department: J.P. Pct. #1
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for JP#1

Background

To cover a shortage of training dollars for this year due to increased costs

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------|--------|----------|
| From | 0100-0451-004310 | Advertising | \$2000 | |
| To | 0100-0451-004232 | Training | \$2000 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 08/26/2009 02:08 PM | APRV |
| 4 | Budget | Ashlie Koenig | 08/27/2009 07:45 AM | APRV |

Form Started By: Bonnie Sims
 Started On: 08/26/2009 08:56 AM
 Final Approval Date: 08/27/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Lydia Linden, Unified Road System
Submitted For: Greg Bergeron
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for URS

Background

During the summer we pay for ice out of the miscellaneous line item. This is the ice used to fill up five gallon water jugs for the road crews. We are currently out of money and need to get through the end of the year.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------|----------|----------|
| FROM | 0200-0210-003110 | OTHER SUPPLIES | \$700.00 | |
| TO | 0200-0210-004999 | MISC. | \$700.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 08/26/2009 02:08 PM | APRV |
| 4 | Budget | Ashlie Koenig | 08/27/2009 07:53 AM | APRV |

Form Started By: Lydia Linden
 Started On: 08/26/2009 12:08 PM
 Final Approval Date: 08/27/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the County Jail

Background

To cover certification pay for peace officer tenure employees. The timing difference between budget submittal and deadline to achieve certificate levels does not match.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|--------|----------|
| From | 0100-0570-004500 | Maintenance Contracts | \$1304 | |
| To | 0100-0570-001114 | Certifications | \$1304 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 08/27/2009 08:26 AM | APRV |
| 4 | Budget | Ashlie Koenig | 08/27/2009 09:08 AM | APRV |

Form Started By: Deborah Wolf
 Started On: 08/26/2009 04:12 PM
 Final Approval Date: 08/27/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Information Technology Services:

Background

Need to replace 3 broken chairs and purchase 1 new filing cabinet to hold software and software licenses (filled up current cabinets and, per auditors, have to have software and licenses in a locked cabinet).

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------------|---------|----------|
| From | 0100-0503-004544 | Repairs to Office Equipment | \$1,200 | |
| To | 0100-0503-003005 | Office Furniture | \$1,200 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---------------------------------|-------------------------|---------------------------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 08/27/2009 08:58 AM | APRV |
| 4 | Budget | Ashlie Koenig | 08/27/2009 09:09 AM | APRV |
| Form Started By: Jay Schade | | Started On: 08/27/2009 08:29 AM | | |
| Final Approval Date: 08/27/2009 | | | | |

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

Date: 09/01/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the Child Welfare Board

Background

To cover shortage in random drug testing line item

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|----------------------|--------|----------|
| From | 0100-0645-003316 | CWB/Medical-Hosp | \$1000 | |
| From | 0100-0645-004105 | CWB/Foster Home Care | \$1000 | |
| From | 0100-0645-004106 | CWB/Counseling | \$1000 | |
| From | 0100-0645-004109 | CWB/Special Needs | \$1000 | |
| To | 0100-0645-002080 | CWB/Random Drug Test | \$4000 | |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 08/27/2009 11:56 AM
 Final Approval Date: 08/27/2009

Treasurer's Report on the Williamson County Finances July 2009 Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for July 2009.

Background

Fiscal Impact

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

Attachments

Link: [Treasurer's Report on the Williamson County Finances July 2009](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 08/21/2009 10:42 AM
Final Approval Date: 08/26/2009

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JULY TERM 2009

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2009, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **JULY 2009**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$405,775,008.85.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2009.

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

By: Deputy

LONG TERM INVESTMENT SECURITIES BALANCE

| Account Name | Balance July 31, 2009 |
|-----------------------|--------------------------|
| GENERAL FUND | \$ 19,938,739.58 |
| ROAD & BRIDGE | \$ 5,312,913.20 |
| DEBT SERVICE | \$ 6,000,000.00 |
| TOBACCO FUNDS | \$ 3,265,016.72 |
| CO RECORDS ARCHIVE | \$ 1,000,000.00 |
| WC SH45 FUND | \$ 1,500,062.50 |
| 2008 TAN | \$ 4,859,166.67 |
| CAPITAL PROJECTS FUND | \$ 122,858,866.67 |
| TOTAL | \$ 164,734,765.34 |

**WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

| ACCOUNT NAME | TEXPOOL BALANCE 7/31/09 | TEXPOOL PRIME BALANCE 7/31/09 | TEXSTAR BALANCE 7/31/09 | GRAND TOTAL |
|---------------------|--|--|--|--------------------------|
| COURTHOUSE SECURITY | 77,351.45 | | | 77,351.45 |
| COUNTY RMP | 844,368.30 | | | 844,368.30 |
| GENERAL FUND | 34,563.75 | 34,860,555.27 | | 34,895,119.02 |
| LIBRARY FUND | 602,538.86 | | | 602,538.86 |
| COURT REPORTER SVC | 683,343.84 | | | 683,343.84 |
| TOBACCO FUNDS | 28,353.79 | 896,775.24 | | 925,129.03 |
| KARST | 700,356.22 | | | 700,356.22 |
| CO RECORD ARCHIVE | 604,871.51 | | | 604,871.51 |
| ROAD AND BRIDGE | 24,361.15 | 11,234,771.97 | | 11,259,133.12 |
| TOTAL CO'S & BOND | 3,048.51 | 116,680,120.69 | 4,591,593.10 | 121,274,762.30 |
| DEBT SERVICE | 482,980.75 | 39,381,468.93 | | 39,864,449.68 |
| BENEFITS | 13,101.03 | 1,233,550.97 | | 1,246,652.00 |
| 2008 TAN | 97,299.94 | 3,831,662.72 | | 3,928,962.66 |
| *RESTRICTED FUNDS | 2,016,243.35 | | | 2,016,243.35 |
| TOTALS | \$ 6,212,782.45 | \$ 208,118,905.79 | \$ 4,591,593.10 | \$ 218,923,281.34 |

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

| Account Name | Bank Balance Per Bank Reconciliation July 31, 2009 | |
|----------------|--|----------------------|
| GENERAL FUND | \$ | 20,446,891.76 |
| PAYROLL | \$ | 1,550,350.91 |
| CSCD TREASURER | \$ | 119,719.50 |
| TOTAL | \$ | 22,116,962.17 |

Bank Statement Reconciliation Report
Ending July 31, 2009
GENERAL FUND ACCOUNT

| | | |
|--------------------------------|-----------|-----------------------------|
| BALANCE PER BANK | \$ | 22,895,854.15 |
| ADD: | | |
| OUTSTANDING DEPOSITS | \$ | 0.00 |
| SUBTRACT: | | |
| OUTSTANDING CHECKS | \$ | (2,448,962.39) |
| RECONCILED BANK BALANCE | \$ | <u>20,446,891.76</u> |

| | | |
|--|-----------|-----------------------------|
| STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL | \$ | 20,364,074.31 |
| ADD: | | |
| DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL AUGUST 2009 | \$ | 75,239.53 |
| SUBTRACT: | | |
| INSUFFICIENT FUND CHECKS | \$ | (689.59) |
| BANK INTEREST 0.455% | \$ | 8,267.51 |
| RECONCILED BOOK BALANCE | \$ | <u>20,446,891.76</u> |
| TOTAL DIFFERENCE IN BOOK FROM THE BANK | \$ | <u>0.00</u> |

NOTES:

Bank Statement Reconciliation Report
Ending July 31, 2009
PAYROLL FUND ACCOUNT

| | | |
|----------------------------|----|--------------|
| BALANCE PER BANK | \$ | 1,645,216.38 |
| ADD: | | |
| OUTSTANDING DEPOSITS | \$ | 0.00 |
| SUBTRACT: | | |
| PAYROLL OUTSTANDING CHECKS | \$ | (28,993.55) |
| ESCROW OUTSTANDING CHECKS | \$ | (65,871.92) |
| ADJUSTMENTS: | | |

| | | |
|--------------------------------|-----------|----------------------------|
| RECONCILED BANK BALANCE | \$ | <u>1,550,350.91</u> |
|--------------------------------|-----------|----------------------------|

| | | |
|--|----|--------------|
| BOOK BALANCE | \$ | 1,550,350.91 |
| ADD: | | |
| OUTSTANDING DEPOSITS | \$ | 0.00 |
| BANK INTEREST EARNED \$736.50 at 0.455% | | |
| (Payroll interest is <i>NOT</i> considered revenue by the Auditors.) | | |
| ADJUSTMENTS: | | |
| | \$ | 0.00 |

| | | |
|--------------------------------|-----------|----------------------------|
| RECONCILED BOOK BALANCE | \$ | <u>1,550,350.91</u> |
|--------------------------------|-----------|----------------------------|

| | | |
|--|----|-------------|
| TOTAL DIFFERENCE IN BOOK FROM THE BANK | \$ | <u>0.00</u> |
|--|----|-------------|

NOTES:

Bank Statement Reconciliation Report
Ending July 31, 2009
CSCD ACCOUNT

| | | |
|------------------------------------|-----------|--------------------------|
| BALANCE PER BANK | \$ | 160,407.78 |
| ADD: | | |
| OUTSTANDING DEPOSITS | \$ | 0.00 |
| SUBTRACT: | | |
| OUTSTANDING CHECKS | \$ | (40,688.28) |
| RECONCILED BANK BALANCE | \$ | <u>119,719.50</u> |

| | | |
|---|------------|--------------------------|
| STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL | \$ | 119,629.94 |
| ADD: | | |
| OUTSTANDING DEPOSIT | \$ | 0.00 |
| SUBTRACT: | | |
| | \$ | 0.00 |
| BANK INTEREST 0.455% | \$ | 89.56 |
| RECONCILED BOOK BALANCE | \$ | <u>119,719.50</u> |
| TOTAL DIFFERENCE IN BOOK FROM THE BANK | \$ | <u>0.00</u> |

NOTES:

GENERAL FUND TOTAL REVENUES

| Account Name | TOTAL July 2009 |
|-------------------------------|------------------------|
| TOTAL TAXES | \$ 844,845.44 |
| TOTAL FEES OF OFFICE | \$ 620,192.51 |
| TOTAL FINES AND FORFEITURES | \$ 367,257.97 |
| TOTAL CHARGES FOR SERVICES | \$ 798,160.75 |
| TOTAL INTERGOVERNMENTAL | \$ 123,918.99 |
| TOTAL INVESTMENT INCOME/OTHER | \$ (77,228.73) |
| <hr/> | |
| TOTAL REVENUES | \$ 2,677,146.93 |

TOTAL INVESTMENT INCOME/OTHER negative amount due to adjustment for incorrect booking of interest in January 2009 by the Auditor's office.

GENERAL FUND TOTAL EXPENSES

| Account Name | TOTAL July 2009 |
|---------------------------|-------------------------|
| TOTAL GENERAL GOVERNMENT | \$ 1,738,103.39 |
| TOTAL PUBLIC SAFETY | \$ 6,387,251.17 |
| TOTAL JUDICIAL | \$ 1,680,933.10 |
| TOTAL COMMUNITY SERVICES | \$ 1,098,506.47 |
| <hr/> | |
| TOTAL EXPENDITURES | \$ 10,904,794.13 |

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

Consent Agenda

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the trade-in of a vehicle and the transfer of 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 |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1 | Purchasing | Bob Space | 08/26/2009 03:48 PM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 08/27/2009 08:26 AM | APRV |

Form Started By: Ursula Stone
 Started On: 08/26/2009 02:44 PM
 Final Approval Date: 08/27/2009

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) |
|----------|--|---|----------------|--|
| 6 | Office Chairs | | | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:
FROM (Transferor Department): Extension Services

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

Donna Colburn

Print Name



Signature

Contact Person:

Donna Colburn

Print Name

+1 (512) 943-3395

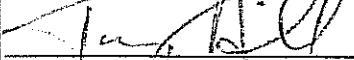
Date Phone Number

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

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

Tony Hill

Print Name



Signature

August 17, 2009

Date

Contact Person:

Tony Hill

Print Name

+1 (512) 943-3314

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 | High back chair | | | working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working, Unknown) |
|----------|--|---|----------------|--|
| 1 | Hewlett Packard Color Laser Jet C7086A | Ser#JPNCA23240 | 100100 | Non-Working |
| 1 | HP Color Inkjet printer CP1700 | Ser#SG1AR210GP | 100099 | Non-Working |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): Unified Road System

Transferor - Elected Official/Department Head/Authorized Staff:

Greg Bergeron

Print Name

Greg Bergeron

Signature

Contact Person:

Lydia Linden

Print Name

+1 (512) 943-3330

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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



Williamson County Vehicle Status Change Form

Identify Vehicle:

| | | |
|-------------------------------|------------|-------------|
| 1FDWF36P55EB32076 | EMS - 0540 | 8504 |
| Vehicle Identification Number | Department | Door Number |
| 895-144 | 2005 Ford | F350 |
| License Plate Number | Year Make | Model Color |

Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☐ High Mileage: List actual mileage 74488

☐ Not mechanically sound

☒ Other: Explain Remount Ambulance Box

Method of Status Change: This vehicle is to be considered for: (Select one)

☐ **SALVAGE** for parts / **SALE** at the earliest auction based on Fleet's recommendation

☐ **TRANSFER** between county departments **

☒ **TRADE-IN** for new assets of same general type for the county

☒ **OTHER** Approved in budget for remount

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

Elected Official/Department Head/Authorized Staff

Print Kenny Schnell Signature [Signature] Date August 20, 2009

** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"

TO: (transferee department):

Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:

Contact Person

Print Name

Print Name

Signature

Date

Phone Number

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 8-25-09

Consider recognizing our Williamson County Employees who reached a 25 or 20 year service milestone during calendar year 2008.

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider recognizing our Williamson County Employees who reached a 25 or 20 year service milestone during calendar year 2008.

Background

In the past, our Williamson County employees who have reached a 5 year incremental service milestone during the previous calendar year have been recognized at the annual Employee Appreciation Luncheon typically held during County Government Week in late April or early May. There has not been a public, county-wide opportunity this year to recognize these valued employees and to acknowledge their contributions to Williamson County.

We would like to take this opportunity to recognize our employees who have reached a 25 year or a 20 year service award and express our appreciation to them publicly for their long standing service to Williamson County. Those employees who have reached a 5 year, 10 year or 15 year service award will be recognized within their respective departments. A listing of those employees has also been included with this item so that they, too, may be recognized for their service and contributions.

Fiscal Impact

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

Attachments

Link: [25 and 20 Year Service Awards List](#)

Link: [5, 10, 15 Year Service Awards List](#)

Form Routing/Status

Form Started By: Lisa Zirkle
 Started On: 08/27/2009 10:11 AM
 Final Approval Date: 08/27/2009

25 Years

| First Name | Last Name | Dept |
|-------------------|------------------|-------------|
| Wanda | Davidson | 277th DC |
| Elaine | Reeves | CSCD |
| Milissa | Hurtado | Dist Clerk |
| Ruth | Poole | Gtown DPS |
| Patricia | Bailey | Health |
| Paulo | Pinto | Health |
| Melissa | Goins | JOP 3 |
| Judith | Lewis | JOP 4 |
| Salvador | Lopez | Juvenile |
| Kenneth | Marak | URS |

20 Years

| First Name | Last Name | Dept |
|-------------------|------------------|-------------|
| Georgia | Kuempel | Const 3 |
| Jeff | Pearson | Corrections |
| Carolyn | Perrin | CSCD |
| Tammy | McCulley | IT |
| Delma | Doggett | JOP 2 |
| David | Murray | Juvenile |
| Douglas | Leschber | URS |

5 Years Service

| First Name | Last Name | Dept |
|------------|------------|-----------------|
| Joleen | Blevins | 911 |
| Sylvester | Brosch | Building Maint |
| Milton | Fojtik | Building Maint |
| Kenneth | Fontenot | Building Maint |
| George | Orta | Building Maint |
| Aida | Cordova | CA - Hot Checks |
| Timothy | Wright | CCL 2 |
| Pete | Correa | Comm PCT 4 |
| Allison | Alley | Corrections |
| Jorge | Alvarado | Corrections |
| Donald | Barnes | Corrections |
| Mary | Bellard | Corrections |
| Marlon | Bridges | Corrections |
| Lakieta | Bullock | Corrections |
| George | Cerrillo | Corrections |
| Joanne | Chambers | Corrections |
| James | Crane | Corrections |
| Michael | Daniel | Corrections |
| Samuel | De Larrosa | Corrections |
| George | Deckard | Corrections |
| Gary | Diehl | Corrections |
| Elaine | Gonzales | Corrections |
| Jennifer | Gore | Corrections |
| Jason | Harder | Corrections |
| Joann | Keim | Corrections |
| Dennis | Lavigne | Corrections |
| Michael | Mack | Corrections |
| Rolla | McCrary | Corrections |
| Arundeeep | Mittra | Corrections |
| Lupe | Moreno | Corrections |
| Michael | Moreno | Corrections |
| Randy | Mount | Corrections |
| Adrian | Nira | Corrections |
| Wendy | Nira | Corrections |
| Angie | Ortiz | Corrections |
| Carlos, Jr | Paniagua | Corrections |
| Tina | Perry | Corrections |
| Constance | Pinget | Corrections |
| Phillip | Schmidt | Corrections |
| Raygena | Skinner | Corrections |
| Mack | Stanford | Corrections |
| Larry | Stevens | Corrections |
| Natalie | Taylor | Corrections |

| | | |
|------------|-------------|------------------|
| Diana | Thompson | Corrections |
| Contessa | Thompson | Corrections |
| Richard | Tooley | Corrections |
| Mayra | Torres-Pisa | Corrections |
| Neil | Vandyke | Corrections |
| Bruce | Voisine | Corrections |
| Vander | Wallace | Corrections |
| Melissa | Wallace | Corrections |
| Dwayne | Williams | Corrections |
| Jeffrey | Williams | Corrections |
| Charles | Yoho | Corrections |
| Brandon | Dakroub | County Attorney |
| Paul | Davis | County Attorney |
| Sarah | Freitag | County Attorney |
| Cynthia | Dawson | County Clerk |
| George | Schumann | County Clerk |
| Celia | Villarreal | County Treasurer |
| James | Baker | CSCD |
| Raymond | Cruthis | CTTC |
| Caroline | Lefler | CTTC |
| Yolanda | Martinez | CTTC |
| Jan | Morris | CTTC |
| Theresia | Carter | EMS |
| James | Herrin | HazMat |
| Marisol | Dawkins | Health |
| Melinda | Powell | Health |
| Suzanne | Hays | HR |
| Earlene | Copeland | JOP 1 |
| Rose | Kyzar | JOP 1 |
| Kimberly | Reid | JOP 4 |
| Eugene | Bourn | Juvenile |
| Lisa | Everett | Juvenile |
| Mende | Holcomb | Juvenile |
| Dominique | Howard | Juvenile |
| Douglas | Hundemer | Juvenile |
| Elza | McDonald | Juvenile |
| Dara | Santifer | Juvenile |
| Rodney | Smithson | Juvenile |
| Jeremy | Thomison | Juvenile |
| Richard | Ware | Juvenile |
| Christiana | Young | Juvenile |
| Benita | Bonner | Parks |
| Terral | Roberts | Parks |
| Sheri | Beans | SO |
| Peggy | Braun | SO |

| | | |
|---------|------------|-----|
| Don | Carmichael | SO |
| Ruby | Jurrells | SO |
| Peter | Kiernan | SO |
| James | Lafosse | SO |
| Delores | Reeves | SO |
| Matthew | Serene | SO |
| Daniel | Welch | SO |
| Bernice | Cooper | Tax |
| Arthur | Carpenter | URS |
| Jerry | Jansen | URS |
| Hurchel | Kelley | URS |
| Richard | Steffek | URS |
| Jamie | Ward | URS |
| Richard | Yanez | URS |

10 Years Service

| First Name | Last Name | Dept |
|------------|-------------|-----------------|
| Patrick | Cobb | 911 |
| Margo | Balli | All Dist Courts |
| Michael | Hoff | Building Maint |
| Joseph | Latteo | Building Maint |
| Shirley | Taylor | Building Maint |
| Carrie | Townsend | CCL 2 |
| Mary | Clark | Comm PCT 1 |
| Robert | Woodring | Const 1 |
| Bobby | Gutierrez | Const 3 |
| Larry | Alderson | Corrections |
| Karen | Cantrell | Corrections |
| Janet | Davis | Corrections |
| Felicia | Garrison | Corrections |
| Carolyn | Lowther | Corrections |
| Erin | Roper | Corrections |
| Mary | Suarez | Corrections |
| Wendy | Word | Corrections |
| Terri | Anderson | County Attorney |
| Royger | Harris | County Attorney |
| Melissa | Hightower | County Attorney |
| Nancy | Rister | County Clerk |
| Katheryn | Blankenship | CSCD |
| Monica | Bulger | CSCD |
| Linda | Draper | CSCD |
| Bill | Hill | CSCD |
| David | Joyce | CSCD |
| Joseph | Kahler | CSCD |
| Melissa | Ramos | CSCD |

| | | |
|-------------|----------------|-------------------|
| James | Simonson | CSCD |
| Helen | Smith | Dist Clerk |
| David | Arnold | District Attorney |
| Christopher | Herndon | District Attorney |
| Carolyn | Hebert | Elections |
| Brian | Embry | EMS |
| Todd | Fleming | EMS |
| Nancy | Hamilton | EMS |
| Vickie | Hawkins | EMS |
| Michael | McCormack | EMS |
| Jarred | Thomas | EMS |
| Shane | Acuff | Fleet |
| Sandi | Halstead-Bohac | Health |
| Veronica | Kaatz | Health |
| Cristina | Vera | JOP 1 |
| Delfina | Ramirez | JOP 3 |
| Steven | Hehman | Juvenile |
| Cedric | Kocian | Juvenile |
| Jerod | Morris | SO |
| Stacy | Prior | SO |
| Kenneth | Tackett | SO |
| Cathy | Atkinson | Tax |
| Carolyn | Farmer | Tax |
| Joseph | Pondrom | Tax |
| Mahlon | Buckalew | URS |
| Ollie | King | URS |
| Mark | Kronkosky | URS |
| Ramond | Mejorado | URS |
| Dennis | Morrison | URS |
| Owen | Ragsdill | URS |

15 Years Service

| First Name | Last Name | Dept |
|------------|-----------|-------------|
| Peggy | Vasquez | Co Judge |
| Larry | Anika | Corrections |
| Gerry | Moore | Corrections |
| Mark | White | Corrections |
| Douglas | Clark | CSCD |
| Elinor | Eddy | CSCD |
| Valjean | Bethke | CTTC |
| Paula | Spiller | EMS |
| Brian | Wiseman | EMS |
| Tina | Horkey | Health |
| Graciela | Sauceda | Health |
| Rhonda | Cox | Juvenile |

| | | |
|----------|----------|-----------|
| Frances | Jansen | Juvenile |
| Michael | Loney | Juvenile |
| Michael | Potter | Juvenile |
| Belinda | Bartz | SO |
| Robert | Due | SO |
| Michael | Gleason | SO |
| Kathy | Kohutek | Treasurer |
| Stafford | Bengtson | URS |
| Greg | Bergeron | URS |

Notice of Termination Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Notice of Termination regarding that certain Agreement by and between Williamson County and Corrections Corporation of America.

Background

Fiscal Impact

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

Attachments

Link: [Notice of Termination to CCA](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 08/27/2009 02:10 PM
Final Approval Date: 08/27/2009

August 28, 2009

Bart VerHulst, Vice President
Federal and Local Customer Relations
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

**BY REGULAR US MAIL AND
BY FACSIMILE: (615) 263-3090**

RE: Notice of Termination regarding that certain Agreement by and between Williamson County, Texas and Corrections Corporation of America effective February 1, 2007 relating to the T. Don Hutto Residential Facility, as amended and last extended effective January 31, 2009 (the "Agreement")

Dear Mr. Bart VerHulst:

As you know, U.S. Immigration and Customs Enforcement (ICE) issued a Notice of Intent to Terminate the Inter-Governmental Services Agreement (IGSA) DROIGSA-06-0001 between ICE and Williamson County effective January 1, 2010 unless the parties to said agreement are able to negotiate a new agreement that reflects ICE's revised requirements at the T. Don Hutto facility. Due to the interrelationship of the above referenced IGSA and the Agreement between Williamson County and Corrections Corporation of America, Williamson County must also issue this notice to terminate the Agreement with Corrections Corporation of America effective January 1, 2010.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

Dan A. Gattis
Williamson County Judge

cc: Kim Porter, CCA

By Email

DPS Georgetown Office Lease Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Hal Hawes, County Attorney
Submitted For: Hal Hawes
Department: County Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Lease Renewal Amendment to extend the Lease between the State of Texas and Williamson County regarding the Georgetown DPS Office located at 807 East 7th Street, Georgetown, Texas.

Background

Williamson County has leased the property located at 807 East 7th Street, Georgetown, Texas to DPS since February of 2000. The proposed amendment is seeking an additional 3 year extension of that same lease for a monthly rental of \$2,433.37. A new 120 day mutual right of termination, for convenience, has been negotiated and added to the proposed amendment.

Fiscal Impact

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

Attachments

Link: [Lease Renewal Amendment](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 08/25/2009 03:16 PM
Final Approval Date: 08/26/2009



LEASE RENEWAL AMENDMENT

Lease: 01688 Georgetown
Term: 09/01/2000 through 08/31/2012

This Agreement is made and entered into on this date, _____, by and between the Lessor, Williamson County, and LESSEE, STATE OF TEXAS acting by and through the Texas Facilities Commission.

Upon execution of this amendment, the previous amendment is declared null and void. The occupying agency, the Department of Public Safety (DPS), shall continue to occupy and remain in possession of the leased premises for a period of 36 months, from September 1, 2009 through August 31, 2012. This period pertains to 4,380 square feet of space at \$6.67 annual rate per square foot for a total of \$2,433.37 per month.

Either party shall have the right to cancel this lease, by giving to the other party, written notice of such cancellation at least 120 days prior to the desired cancellation date.

All other terms and conditions remain the same. This amendment is by mutual agreement between Lessee and Lessor.

TEXAS FACILITIES
COMMISSION APPROVED:

Approved By:

Gregg Werkenthin
Deputy Executive Director for
Space Management & Leasing Services

The Honorable Dan A. Gattis
Williamson County Judge

cc: Ray Miller, Texas Department of Public Safety
Ginna Harris, Texas Department of Licensing and Regulation

/gdd

National Preparedness Month Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Connie Watson, County Judge
Submitted For: Connie Watson
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on resolution to declare September 2009 as National Preparedness Month in Williamson County.

Background

The U.S. Department of Homeland Security has declared September as National Preparedness Month to educate the public about how to prepare for emergencies, including natural disasters, mass casualties, biological and chemical threats, radiation emergencies, and terrorist attacks. Jarred Thomas with the Williamson County Office of Emergency Management will show the court how to put together a kit to prepare for an emergency and give an update on the upcoming hurricane season.

Fiscal Impact

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

Attachments

Link: [Resolution](#)

Form Routing/Status

Form Started By: Connie Watson Started On: 08/26/2009 02:55 PM
Final Approval Date: 08/27/2009

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 1st day of September 2009, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, September 2009 marks the sixth annual National Preparedness Month, sponsored by the US Department of Homeland Security, and

WHEREAS, one goal of Homeland Security is to educate the public about how to prepare for emergencies, including natural disasters, mass casualties, biological and chemical threats, radiation emergencies, and terrorist attacks, and

WHEREAS, Williamson County facilitates planning with local emergency management agencies, first responders, and other stakeholders to prepare for, mitigate against, respond to, and recover from disasters; and

WHEREAS, in Williamson County and throughout the nation, preparedness and homeland security are essential to save lives and protect property; and

WHEREAS, the federal government is joining with states and local governments to change perceptions about emergency preparedness and help Americans understand what it truly means to be "Ready"; and

WHEREAS, preparedness goes beyond fire alarms, smoke detectors, dead-bolt locks and extra food in the pantry; and

WHEREAS, families and businesses can be better prepared by:

- Assembling a preparedness kit to include important documents, emergency supplies, food, medications, and other necessities needed during a disaster;
- Creating an emergency preparedness plan that includes such activities as evacuation procedures, and methods of contacting family and authorities during emergencies;
- Being informed about the different types of emergencies that can happen where you live and the appropriate ways to respond to them;
- Volunteering in their local communities through local Citizen Corps Programs and other volunteer agencies.
-

NOW THEREFORE, BE IT RESOLVED, September 2009 is declared to be **National Preparedness Month** in Williamson County. All citizens are urged to take time this September to incorporate preparedness efforts in their personal and business activities in order to make our communities safer, stronger, and better prepared.

RESOLVED THIS 1ST DAY OF SEPTEMBER 2009

Attest: _____

Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Thrall on small community park assistance.

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Thrall on small community park assistance.

Background

This Interlocal Agreement between the County and the City of Thrall is intended to provide \$75,000 in assistance to facilitate the construction of the planned park facilities located at Thrall's City Park. A small playscape has already been built and the city has applied for a Small Community Recreation grant from the Texas Parks and Wildlife department. The Court approved the funding in the December 23, 2008 meeting outlining park bond expenditures. The Interlocal agreement was approved by the Thrall city council on August 6, 2009. The agreement drafted by the county attorney's office outlines requirements of the funding effort.

Fiscal Impact

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

Attachments

Link: [Thrall ILA](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 08/22/2009 09:04 AM
 Final Approval Date: 08/27/2009

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITY OF THRALL
FOR FUNDING FOR THRALL PARK PROJECTS**

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

CITY OF THRALL

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the CITY OF THRALL, TEXAS, a Type A General Municipality of the State of Texas (hereinafter referred to as the "City").

WHEREAS, the City and its citizens desires to have a park system and is presently pursuing the development of a City Park.

WHEREAS, the County desires to fund small community park projects with money obtained through the issuance for park bonds entitled "Williamson County, Texas, Limited Tax bonds, Series 2007A" in order to facilitate the development of such projects within its boundaries; and

WHEREAS, for adequate mutual consideration which the parties hereby acknowledge as sufficient, the parties desire to set forth in writing the agreed terms and conditions for the use of funds related to park projects;

NOW, THEREFORE, the County and the City hereby agree as follows:

1. **Project Funding.** Subject to and in accordance with the terms and conditions of this Agreement, the County hereby agrees to provide City with funding in the amount of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) for the Project. The City agrees to use such funding solely for expenses and costs directly related to the Project.
2. **City's Duties and Responsibilities.** The parties agree that the City shall:
 - (a) Utilize a statutorily-allowable delivery method for construction of the Project;
 - (b) In the development and construction of the Project, comply with all federal and state laws and regulations;
 - (c) Post a sign at the construction site during construction of the Project identifying the County as one of the funding sources;

- (d) Provide the County with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement or the Project;
- (e) Provide the County with a quarterly report of the progress of the Project, including any documentation necessary to conduct a Project audit, i.e. construction contracts, supply invoices, time sheets, and the like;
- (f) Inform the County in a timely manner of any substantial delays or alterations in the scope of work of the Project;
- (g) Provide overall project management and contract administration to supervise and control the day-to-day activities any construction, and monitor the activities of the contractor to ensure the timely and efficient completion of the project in accordance with the plans and specifications and construction schedule subject to unforeseen delays;
- (h) Upon completion or substantial completion of any park projects, provide detailed reports to support project costs;
- (i) Provide the County with photographic record(s) of any completed projects;
- (j) In the event the City determines, in its sole discretion, that fees and costs are of such an amount that completion of the project is no longer monetarily feasible, the City shall have the right to terminate this Agreement and decline funding from the County; provided, however, if the County has already extended funding to the City as of the date on which the City terminates this Agreement, then and in that event the City shall immediately reimburse and return all such funding to the County;
- (k) In the event that any of County's funding is not exhausted upon final completion of the Project, the City shall return the unused funds to County;
- (l) In the event the City constructs an informational sign or dedication sign following completion of the project, the City shall identify the County as one of the funding sources; and
- (m) City shall take all steps necessary to apply for grant funding from the Texas Parks and Wildlife Department for the Project. Such grant funding shall be applied to the costs and expenses of the Project that are over and above the Project funding provided by the City, County and any other funding sources available to the City.

3. Payment of Funds.

- (a) Following the complete execution of this Agreement, County shall tender amounts to the City upon receipt of an invoice from City for any Project expenses up to \$35,000.

- (b) Upon the outcome of the City's grant application process with the Texas Parks and Wildlife Department the county shall tender the remaining funds to the City for the costs and expenses directly associated with the construction of the Project. The funding shall be tendered in the form of partial payments upon presentation of an invoice for applicable labor and construction materials, supplies and services purchased by the City from the Project construction contractor. County shall tender said partial payments within 30 days of its receipt of City's invoices.
- (c) In no event shall the County be obligated to provide City with any funding in excess of the \$75,000.00 described herein.

4. Term And Termination.

- (a) Term. This Agreement shall be effective from and after the date of the last party to sign ("Effective Date"), shall automatically renew for successive one year periods until the Project is completed, unless previously terminated pursuant to the provision below.
- (b) Termination for Default. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice must specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.

5. General Provisions. The following general provisions shall apply to this Agreement:

- (a) **Interlocal Cooperation.** The County and the City agrees to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
- (b) **Payment from Current Revenues.** Pursuant to Chapter 791, Texas Government Code, each party paying for governmental services hereunder does hereby provide for payment of same from current revenues or other funds of said party lawfully available for such purpose.

- (c) **County's Right to Audit.** City agrees that County 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 City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City reasonable advance notice of intended audits.
- (d) **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative(s) for each party.
- (e) **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including the authority conferred in V.T.C.A. Government Code, Chapter 791 ("Interlocal Cooperation Contracts"). Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the City.
- (f) **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- (g) **Assignment.** Neither party may assign its rights and obligation under this Agreement.
- (h) **Other Necessary Actions and Instruments.** The parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.
- (i) **No Third Party Beneficiaries.** Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- (j) **No Joint Venture, Partnership, or Agency.** This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.
- (k) **Venue.** Venue for any suit arising hereunder shall be in Williamson County, Texas.
- (l) **Duplicate Originals.** This Agreement may be executed in duplicate originals, each of equal dignity.

- (n) **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the City, and due execution hereof by their respective authorized representative(s).
- (o) **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

IN WITNESS WHEREOF, the authorized representative(s) of the County and the City have executed this Interlocal Agreement on the dates set forth below.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, Williamson County Judge

Date Signed: _____

FOR COUNTY, ATTEST:

By: _____
Nancy E. Rister, County Clerk

Date Signed: _____

CITY OF THRALL, TEXAS

By: _____
Troy Marx, Mayor

Date Signed: 8-6-09

FOR CITY, ATTEST:

By: _____
Sheila Pausewang, City Secretary

Date Signed: 8-6-09

FOR CITY, APPROVED AS TO FORM:

By: _____
Mark Schroeder, City Attorney

8-6-09
Date Signed

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Florence on small community park assistance.

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Florence on small community park assistance.

Background

This Interlocal Agreement between the County and the City of Florence is intended to provide \$200,000 in assistance to facilitate the construction of the planned park facilities. The park is located at Highway 195 and FM 970. The city has completed its Parks Master Plan and has applied for a Outdoor Recreation Grant from the Texas Parks and Wildlife Department. The Court approved the funding in the December 23, 2008 meeting outlining park bond expenditures. The Interlocal agreement was approved by the Florence city council on August 6, xxxxxxxx2009. The agreement drafted by the county attorney's office outlines requirements of the funding effort.

Fiscal Impact

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

Attachments

Link: [Florence](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 08/22/2009 09:08 AM
 Final Approval Date: 08/27/2009

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITY OF FLORENCE
FOR FUNDING FOR FLORENCE PARK PROJECTS**

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

CITY OF FLORENCE

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the CITY OF FLORENCE, TEXAS, a Type A General Municipality of the State of Texas (hereinafter referred to as the "City").

WHEREAS, the City and its citizens desires to have a park system and is presently pursuing the development of a City Park located at Hwy 195 and Hwy 970 (the "Project").

WHEREAS, the County desires to fund small community park projects with money obtained through the issuance for park bonds entitled "Williamson County, Texas, Limited Tax bonds, Series 2007A" in order to facilitate the development of such projects within its boundaries; and

WHEREAS, the City is developing a master park plan and will apply for grant funding from Texas Parks and Wildlife Department for the Project, and

WHEREAS, for adequate mutual consideration which the parties hereby acknowledge as sufficient, the parties desire to set forth in writing the agreed terms and conditions for the use of funds related to park projects;

NOW, THEREFORE, the County and the City hereby agree as follows:

1. **Project Funding.** Subject to and in accordance with the terms and conditions of this Agreement, the County hereby agrees to provide City with funding in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for the Project. The City agrees to use such funding solely for expenses and costs directly related to the Project.
2. **City's Duties and Responsibilities.** The parties agree that the City shall:
 - (a) Utilize a statutorily-allowable delivery method for construction of the Project;
 - (b) In the development and construction of the Project, comply with all federal and state laws and regulations;

- (c) Post a sign at the construction site during construction of the Project identifying the County as one of the funding sources;
- (d) Provide the County with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement or the Project;
- (e) Provide the County with a quarterly report of the progress of the Project, including any documentation necessary to conduct a Project audit, i.e. construction contracts, supply invoices, time sheets, and the like;
- (f) Inform the County in a timely manner of any substantial delays or alterations in the scope of work of the Project;
- (g) Provide overall project management and contract administration to supervise and control the day-to-day activities any construction, and monitor the activities of the contractor to ensure the timely and efficient completion of the project in accordance with the plans and specifications and construction schedule subject to unforeseen delays;
- (h) Upon completion or substantial completion of any park projects, provide detailed reports to support project costs;
- (i) Provide the County with photographic record(s) of any completed projects;
- (j) In the event the City determines, in its sole discretion, that fees and costs are of such an amount that completion of the project is no longer monetarily feasible, the City shall have the right to terminate this Agreement and decline funding from the County; provided, however, if the County has already extended funding to the City as of the date on which the City terminates this Agreement, then and in that event the City shall immediately reimburse and return all such funding to the County;
- (k) In the event that any of County's funding is not exhausted upon final completion of the Project, the City shall return the unused funds to County;
- (l) In the event the City constructs an informational sign or dedication sign following completion of the project, the City shall identify the County as one of the funding sources; and
- (m) City shall take all steps necessary to apply for grant funding from the Texas Parks and Wildlife Department for the Project. Such grant funding shall be applied to the costs and expenses of the Project that are over and above the Project funding provided by the City, County and any other funding sources available to the City.

3. Payment of Funds.

- (a) Phase I Funding: Following the complete execution of this Agreement, County shall tender approximately \$10,000.00 to the City upon receipt of an invoice from City for Project master planning and grant writing services (the "Phase I Funding").
- (b) Phase II Funding: Upon the outcome of the City's grant application process with the Texas Parks and Wildlife Department and following County's payment of the Phase I Funding, the county shall tender the remaining funds to the City for the costs and expenses directly associated with the construction of the Project (the "Phase II Funding"). The Phase II Funding shall be tendered in the form of partial payments upon presentation of an invoice for applicable labor and construction materials, supplies and services purchased by the City from the Project construction contractor. County shall tender said partial payments within 30 days of its receipt of City's invoices.
- (c) In no event shall the County be obligated to provide City with any funding in excess of the \$200,000.00 described herein.

4. Term And Termination.

- (a) Term. This Agreement shall be effective from and after the date of the last party to sign ("Effective Date"), shall automatically renew for successive one year periods until the Project is completed, unless previously terminated pursuant to the provision below.
- (b) Termination for Default. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice must specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.

5. **General Provisions.** The following general provisions shall apply to this Agreement:

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- (b) **Payment from Current Revenues.** Pursuant to Chapter 791, Texas Government Code, each party paying for governmental services hereunder does hereby provide for payment of same from current revenues or other funds of said party lawfully available for such purpose.
- (c) **County's Right to Audit.** City agrees that County 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 City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City reasonable advance notice of intended audits.
- (d) **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative(s) for each party.
- (e) **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including the authority conferred in V.T.C.A. Government Code, Chapter 791 ("Interlocal Cooperation Contracts"). Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the City.
- (f) **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- (g) **Assignment.** Neither party may assign its rights and obligation under this Agreement.
- (h) **Other Necessary Actions and Instruments.** The parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.

- (i) **No Third Party Beneficiaries.** Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- (j) **No Joint Venture, Partnership, or Agency.** This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.
- (k) **Venue.** Venue for any suit arising hereunder shall be in Williamson County, Texas.
- (l) **Duplicate Originals.** This Agreement may be executed in duplicate originals, each of equal dignity.
- (n) **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the City, and due execution hereof by their respective authorized representative(s).
- (o) **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

IN WITNESS WHEREOF, the authorized representative(s) of the County and the City have executed this Interlocal Agreement on the dates set forth below.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, Williamson County Judge

Date Signed: _____

FOR COUNTY, ATTEST:

By: _____
Nancy E. Rister, County Clerk

Date Signed: _____

CITY OF FLORENCE, TEXAS

By: _____

Date Signed: _____

FOR CITY, ATTEST:

By: _____

Date Signed: _____

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney

Date Signed: _____

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Cedar Park for placement of the Twin Lakes Park sign Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Cedar Park for placement of the Twin Lakes Park sign.

Background

An entrance sign for Twin Lakes Park is going to be located on the right of way of Little Elm Trail at the intersection with 183. This sign will help guide folks to the park. The agreement is necessary as the sign will be built in the ROW owned by the City. Hal Hawes of the County Attorney's office has reviewed the agreement. The Cedar Park City Council approved the agreement at their August 13, 2009 meeting. Funds for construction of the sign are from an LCRA grant for the park and trail construction.

Fiscal Impact

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

Link: [Twin Lakes Sign](#)

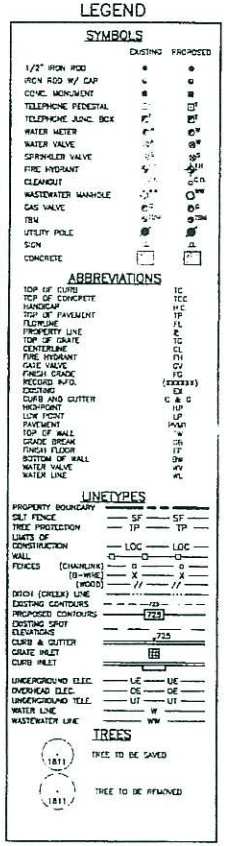
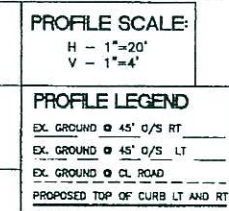
Link: [Twin Lakes Sign Style](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 08/26/2009 03:55 PM
 Final Approval Date: 08/27/2009

1. PEC TO RELOCATE EXISTING OVERHEAD POWER LINES. CONTRACTOR TO COORDINATE WITH PEC.
2. COORDINATE WITH PEC FOR INSTALLATION OF LUMINAIRES PRIOR TO ERECTION OF LIGHT POLES.
3. CONTRACTOR SHALL PULL REQUIRED WIRING INTO LIGHT POLE. PEC SHALL INSTALL TRANSFORMER AND TERMINATE WIRING.
4. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY, AND HAVE NOT BEEN INDICATED BY A VERIFIED METHOD. THE OWNER OR HIS REPRESENTATIVE, THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE ANY GRADING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY ALL UNDERGROUND UTILITIES AND SHALL REPAIR OR REPLACE TO NEW QUALITY.
5. WATER AND WASTEWATER LINES ARE PLOTTED FROM RECORD DATA. VALVES AND MANHOLES AS IDENTIFIED IN THE LEGEND WERE SURVEYED IN THE FIELD.
6. 10" OF COMPACTED BLACK BASE (TYPE "B" HMA) USED IN LUMINAIRE FOUNDATION. CURB AND ROLL PAVEMENT TO BE CONSTRUCTED TO THE FULL DEPTH OF THE SUBGRADE IN THIS AREA FROM THE CURB OUT AT END OF MEDIAN BACK TO SMOOTH TRANSITION WITH SAW CUT.
7. CONSTRUCT 7' LONG RUN OF TRUNCATED CONE DETECTABLE WARNING - SEE SHEET C-18. TO BE CONSTRUCTED IN FUTURE.
8. ONLY TREES THAT ARE TO REMAIN ARE SHOWN. SEE SHEET C-7 FOR TREE LIST AND TREES TO BE REMOVED.
9. ONLY ONE CONNECTION TO THE CITY'S MAIN WILL BE ALLOWED DURING TESTING.
10. SPOILS MATERIAL TO BE REPROCESSSED AND COMPACTED AS EQUIVALENT PER THE REQUIREMENTS OF THE GEOTECHNICAL TESTING LAB.

| CURVE NUMBER | INTERIOR ANGLE | RADIUS | TANGENT | ARC LENGTH | CHORD LENGTH |
|--------------|----------------|---------|---------|------------|--------------|
| C1 | 8°16'49" | 469.00' | 33.95' | 67.78' | 67.72' |
| C2 | 11°47'47" | 612.50' | 63.28' | 126.11' | 125.88' |



MATCHLINE STA. 4+75 -
SEE SHEET C-12

NOTE:
ALL DIMENSIONS
AND CURB DATA IS
TO BACK OF CURB

DESIGN SPEED
30 MPH

**BAKER-AICKLEN
& ASSOCIATES, INC.**
ENGINEERS/SURVEYORS



405 BRUBURY CREEK RD. CEDAR PARK, TEXAS 78613
(512) 260-3700

[illegible]

SHEET TITLE

ROADWAY PLAN AND PROFILE

SHEET 1 OF 2

| | | | | | |
|-----------|----|---------------|------------------------------------|------------|-----------------|
| DESIGNED: | JM | PLOT SCALE: | 1" = 1' | DWG. NAME: | Roadway-Profile |
| DRAWN: | DS | REF. SCALE: | | DATE: | 11-18-04 |
| REVIEWED: | JM | LAYER STATE: | | VEN: | Portland |
| APPROVED: | JD | KRIF FILE(S): | 2004-11-18-JRD-Roadway-Profile.dwg | | |

| | |
|---------------------------|--|
| CITY OF CEDAR PARK | EAST LITTLE ELM TRAIL STREET CONSTRUCTION |
| CLIENT: | PROJECT: |
| PROJECT No. 0575-3-035 | |
| SHEET No. C-11 | |
| SHEET 11 OF 27 | |

Verify Location With Architect.

Foreign Trade Zone of Central Texas Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Nancy Heath, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on request that Williamson County be included within the service area of Foreign Trade Zone Number 183.

Background

The Foreign Trade Zone of Central Texas, Inc. is a non-profit corporation established by the Cities and Chambers of Commerce in Georgetown, Round Rock, Austin, and San Marcos to administer the foreign trade zone serving the Central Texas region. Williamson County is invited to participate in a new initiative just announced by the U.S. Department of Commerce which will make foreign trade zone designation easier and faster. The initiative, known as Alternative Site Management, will allow select established foreign trade zone grant holders, like the Foreign Trade Zone of Central Texas, expedited approval for new foreign trade zone projects within a pre-designated "service area." With your approval, we will request that Williamson County be part of the designated service area for the Foreign Trade Zone of Central Texas, so that expedited approval procedures rules can be applicable to future projects which might arise in Williamson County.

Fiscal Impact

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

Attachments

Link: [Foreign Trade Zone Letter](#)

Form Routing/Status

Form Started By: Nancy Heath
 Started On: 08/24/2009 01:25 PM
 Final Approval Date: 08/27/2009

FOREIGN TRADE ZONE OF CENTRAL TEXAS, INC.
c/o Joseph L. Vining, FAICP
Round Rock Chamber of Commerce
212 East Main Street
Round Rock, Texas 78664
512-255-5805 Phone
512-225-3345 Fax

June 11, 2009

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

Re: New Foreign Trade Zone Program

Dear Judge Gattis,

The Foreign Trade Zone of Central Texas, Inc. is a non-profit corporation established by the Cities and Chambers of Commerce in Georgetown, Round Rock, Austin, and San Marcos to administer the foreign trade zone serving the Central Texas region. We are writing to invite Williamson County to participate in a new initiative just announced by the U.S. Department of Commerce which will make foreign trade zone designation easier and faster. The initiative, known as Alternative Site Management, will allow select established foreign trade zone grant holders, like the Foreign Trade Zone of Central Texas, expedited approval for new foreign trade zone projects within a pre-designated "service area." With your approval, we will request that Williamson County be part of the designated service area for the Foreign Trade Zone of Central Texas, so that expedited approval procedures rules can be applicable to future projects which might arise in Williamson County.

Foreign Trade Zone Program

A foreign trade zone is a location designated by the federal government and treated as outside of the Customs territory of the United States. Businesses which operate within the foreign trade zone may achieve customs treatment equivalent to operating outside the U.S., and in that way the foreign trade zones "level the playing field" for U.S. businesses competing with foreign operations. Additionally, inventory in a foreign trade zone which has been imported or will be exported is treated as in international commerce, and consequently is exempt from state or local property taxes by federal law. As a result, particularly in areas where there is no Freeport Exemption, foreign trade zones can sometimes be used as a targeted economic development incentive for some businesses.

Foreign trade zones are administered through "grantees" designated by the federal government. FTZCTI received its grant in 1990. Several Central Texas companies have used the foreign trade zone extensively, including Dell, Samsung, Westinghouse, Dresser, and Seiko Instruments. More companies in the area could likely benefit from the foreign trade zone, but the rules are complicated and the process cumbersome. As explained below, the new program will eliminate some of the complexity.

Current Rules

Under the current rules, obtaining foreign trade zone designations, is time consuming, and can be expensive. Our most recent effort, which obtained foreign trade zone designation for Samsung, took about 15 months. If a business in Williamson County was interested in obtaining foreign trade zone designation today, it would likely have to wait more than a year for approval, and spend over \$50,000 in application preparation and associated fees.

New Program

With the Alternative Site Management designation, FTZCTI would be entitled to simplified procedures and expedited processing for any foreign trade zone request for a business within the designated service area. We expect that foreign trade zone status can be achieved in less than 90 days, and estimate total costs for the business to be less than \$10,000.

The new program does not change any of the required approvals. Each of the impacted local taxing jurisdictions (county, city, and school district) must concur with the designation of the foreign trade zone property. FTZCTI must approve the property, U.S. Customs must approve the property, and the federal Foreign Trade Zones Board must approve the property. The process to obtain the federal approvals, however, is substantially simplified.

The new program will work as follows:

1. The business seeking participation in the foreign trade zone program requests FTZCTI to provide foreign trade zone designation.
2. FTZCTI confirms that the local government authorities (county, city, and school district) support the request.
3. FTZCTI evaluates the foreign trade zone eligibility requirements, and if the requirements are met, requests U.S. Customs' approval of the designation.
4. FTZCTI submits a simplified application containing its assessment to the Foreign Trade Zones Board.
5. Foreign Trade Zones Board approval should be obtained within 30 days of the request.

How to Participate

FTZCTI must file an application with the Foreign Trade Zones Board to be approved to use the Alternative Site Management plan. We anticipate filing that application this summer, and therefore we would appreciate your response by July 10th. We will request that Williamson County be part of the designated service area with your approval, which should be documented in a letter similar to the attached sample.

With Williamson County in the approved designated service area, FTZCTI will be enabled to use the new expedited process for Williamson County projects. There is no cost to Williamson County, and we believe no downside. Each specific project will still require

Re: New Foreign Trade Zone Program
April __, 2009
Page 3 of 3

County support before it proceeds; in fact, as noted above, all required approvals remain the same. The only difference is that with your concurrence to be included in the designated service area, the procedure to be followed by the federal government for approving foreign trade zones in Williamson County will be substantially streamlined.

We believe this is a great opportunity for Williamson County to add a timely and cost effective foreign trade zone alternative to your economic development portfolio, at no cost.

Please let us know if you have any questions or if we can provide any additional information. I can be reached at (512) 255-5805. We look forward to the opportunity to work with you on foreign trade zone projects in the future.

Sincerely,

Joseph L. Vining, FAICP
c/o Foreign Trade Zone of Central Texas, Inc.
Sr. Vice President – Economic Development
Round Rock, Texas

Enclosure

cc: Bill Methenitis, Ernst & Young, LLP – Dallas, Texas

Arbitrage Contract

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on Arbitrage Rebate Compliance Services contract with First Southwest Asset Management Inc.

Background

This contract is a renewal and has been reviewed by the County Attorney's Office and the Contract Auditor. It is being recommended that we renew this agreement in order to stay in compliance with arbitrage reporting timelines. There is an ability to cancel this agreement upon 30 days written notice. We will be seeking proposals for this service in the spring and may therefore recommend to the Court that we exercise this 30-day out upon review of those proposals. The agreement that just expired was signed in June 2004 for five (5) years. Fees have increased slightly in this renewal. If you have any questions, you may contact Julie Kiley at x31552 or jkiley@wilco.org.

Fiscal Impact

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

Attachments

Link: [Arbitrage Contract](#)

Form Routing/Status

Form Started By: Lisa Moore Started On: 08/26/2009 01:27 PM
 Final Approval Date: 08/26/2009

**AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
WILLIAMSON COUNTY
(Hereinafter Referred to as the "Issuer")
AND
FIRST SOUTHWEST ASSET MANAGEMENT, INC.
(Hereinafter Referred to as "First Southwest")**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "**Bonds**"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "**Arbitrage Amount**") from the proceeds of the Bonds to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "**Agreement**") between the Issuer and First Southwest effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Bonds delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby First Southwest is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of First Southwest, First Southwest is unable to procure the necessary information required to perform such services.

Covenants of First Southwest

2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Bonds. The Issuer will assume and pay the fee of First Southwest as such fee is set out in Appendix A attached hereto. First Southwest shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:
 - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Bonds, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by First Southwest. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, First Southwest does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to First Southwest in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by First Southwest for each issue of Bonds during the term of this Agreement.
 - b. The Issuer will provide First Southwest all information regarding the issuance of the Bonds and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. First Southwest will rely on the information supplied by the Issuer without inquiry, it being understood that First Southwest will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify First Southwest in writing of the retirement, prior to the scheduled maturity, of any Bonds included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Bonds. In the event the Issuer fails to notify First Southwest in a timely manner as provided hereinabove, First Southwest shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Bonds.
5. In providing the services set forth in this Agreement, it is agreed that First Southwest shall not incur any liability except to the extent set forth in this paragraph. In the event a payment is assessed by the Internal Revenue Service due to an error by First Southwest, the Issuer will be responsible for paying the correct Arbitrage Amount and First Southwest's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. The Issuer acknowledges and agrees that in any other event, regardless of the cause of action, First Southwest's total liability (including loss and expense) to the Issuer in the aggregate shall not exceed the gross amount of fees received by First Southwest pursuant to this Agreement. The limitations on liability set forth in this Agreement are fundamental elements of the basis of the bargain between First Southwest and the Issuer, and the pricing for the services set forth herein reflect such limitations.

Bonds Issued Subsequent to Initial Contract

6. The services contracted for under this Agreement will automatically extend to any additional Bonds (including financing lease obligations) issued during the term of this Agreement, if such Bonds are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Bonds, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to First Southwest of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide First Southwest with such information regarding such Bonds as First Southwest may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to First Southwest with regard to a particular issue, First Southwest shall have no obligation to provide any services hereunder with respect to such issue.
 - b. At the option of the Issuer, any additional Bonds to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify First Southwest in writing of their intent to exclude any specific Bonds from the scope of this Agreement, which exclusion shall be permanent for the full life of the Bonds; and after receipt of such notice, First Southwest shall have no obligation to provide any services under this Agreement with respect to such excluded Bonds.

Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or First Southwest upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to First Southwest for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to the completion of its stated term, all records provided to First Southwest with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer. In addition, the parties hereto agree that, upon termination of this Agreement, First Southwest shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and First Southwest for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of First Southwest's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by First Southwest that the terms and conditions set forth in this Agreement remain acceptable to First Southwest.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Force Majeure

10. 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.

Severability

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

Venue

12. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction.

Assignment; Successors and Assigns

13. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Compliance with Laws

14. Each party to this Agreement shall comply with all applicable 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 state and federal laws and regulations. When required, First Southwest shall furnish the Issuer with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Relationship of the Parties

15. 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.

No Waiver of Immunities

16. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Issuer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Issuer 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.

No Waiver

17. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

Issuer's Right to Audit

18. First Southwest agrees that Issuer 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 First Southwest which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. First Southwest agrees that Issuer shall have access during normal working hours to all necessary First Southwest facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Issuer shall give First Southwest reasonable advance notice of intended audits.

Acceptance will be indicated on both copies and the return of one executed copy to First Southwest.

Respectfully submitted,

FIRST SOUTHWEST ASSET MANAGEMENT, INC.

By 

Hill A. Feinberg, Chairman & Chief Executive Officer

Date _____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by _____, on this the _____ day of _____, ____.

By _____
Authorized Representative

Title _____

Printed Name _____

APPENDIX A - FEES

The Bonds to be covered initially under this contract include all issues of tax-exempt bonds delivered subsequent to the effective dates of the rebate requirements, under the Code, except for issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury Regulations. The fee for each of the Bonds included in this contract shall be as follows; however, the maximum charged for a given issue per computation year will not exceed the base fee plus one additional charge (if applicable):

| Description | Annual Fees Per Issue Per Computation Year (1) |
|--|--|
| Base Fee Per Computation Year: | \$1,600 |
| Special Discount for Electronic Data Submission (see Note 2 below) | 25% |
| <i>Additional Charges for Special Services Related to:</i> | |
| Debt Service Reserve Funds | \$500 |
| Commingled Funds | \$500 |
| Transferred Proceeds | \$500 |
| Debt Service Fund Residual Calculations (Excess Tax Collections) | \$500 |
| \$100,000 Test for Debt Service Funds | \$500 |
| Variable/Floating Rate Bond Issue | \$1,000 |
| Yield Restriction Analysis/Yield Reduction Computation | \$500 |
| Universal Cap | \$500 |
| Calculation of Late Interest Amount | \$500 |
| Premium for Quick Turnaround (Preliminary or Final Liability Numbers within 21 days or less) | \$500 |
| Preparation of IRS Refund Request | (3) |
| Commercial Paper: | |
| Per allocated issue to perform arbitrage rebate computation | \$4,000 |
| Penalty Calculations: | |
| Semiannual fee for each issue of Bonds, regardless of issue size. | \$1,000 |

- (1) A "Computation Year" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one "computation year," the annual fee is multiplied by the number of computation years contained in the calculation being performed. For example, if the first calculation performed for an issue covers three computation years, the fee for that calculation would be three times the annual fees stated above.
- (2) The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- (3) Fee based upon complexities involved and estimated time to complete request.

EXPLANATION OF ADJUSTMENTS TO BASE FEE

1. **Debt Service Reserve Funds.** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most instances, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in any calculations of rebate.
2. **Commingled Fund Allocations.** By definition, a commingled fund means that the proceeds of any particular bond issue have been deposited in a fund that contains amounts that are not part of that bond issue. It is common for issuers to commingle bond proceeds with either operating revenues or other bond proceeds. The arbitrage regulations, while

permitting the commingling of funds, require that bond proceeds be “carved-out” for purposes of calculating rebate. Interest must be allocated to the portion of the commingled fund that represents bond proceeds of the issue in question.

3. **Transferred Proceeds Calculations.** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may have to be performed. Under the regulations, when proceeds of a refunding issue are used to pay principal on a prior issue, a pro rata portion of the refunded bond proceeds are treated as “transferred” to the refunding issue. Although no funds are physically transferred from one issue to another, it is often necessary to perform these calculations for rebate purposes.
4. **Debt Service Fund Residual Calculations.** Because tax rates are established using an estimated collection percentage, the balance in the debt service fund (often referred to as the Interest & Sinking Fund) may exceed the amount necessary to pay the current year’s debt service requirements. Any such excess amounts in a debt service fund must be treated as a “reserve fund,” thereby subjecting the excess balance to the rebate requirements. To the extent that any amounts deposited in the debt service fund remain for more than thirteen months on a first-in, first-out basis, that excess is classified as a “reserve fund portion” until used for payment of debt service. Special services are required to complete these debt service fund residual calculations.
5. **\$100,000 Test for Debt Service Funds.** The Code requires that a bona fide debt service fund be included in the arbitrage rebate computation if it earns \$100,000 or more in a given bond year and if the issue is not a private activity bond and a long-term fixed rate issue.
6. **Variable/Floating Rate Bond Issues.** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. For example, it is necessary to evaluate both a five-year yield as well as one-year yield increments to determine which yield is most beneficial to the issuer.
7. **Yield Restriction Analysis/Yield Reduction Computations.** The Code provides that proceeds of a bond issue may not be invested above the yield on the bond unless an applicable exception applies which provides a temporary period during which proceeds are not yield restricted. First Southwest provides analysis to determine the amount of proceeds which must be yield restricted and provides computations to verify that the proceeds have been properly restricted. In addition, the 1993 Treasury Regulations provide that a yield reduction payment may be made in lieu of yield restricting proceeds. First Southwest will provide the necessary computations to determine the amount of yield reduction payment which must be made.
8. **Universal Cap.** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. In certain circumstances, it is necessary to deallocate proceeds from an issue. First Southwest reviews the universal cap limitation for each bond issue at the appropriate time periods and, if necessary, performs the deallocation of proceeds.
9. **Calculation of Late Interest Amount.** Additional calculations are required if an arbitrage rebate payment is not filed within the time permitted by the regulations. A fee is charged to compute the late interest amount from the time that the payment was originally due until the time the payment is made.

The fee for any Bonds under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Bonds, fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by First Southwest to make that determination, no fee will be charged for such issue. For example, certain bonds are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Bonds fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by First Southwest if no calculations were required to make the determination. Recognizing that computational complexities are reduced when all or the majority of the gross proceeds of an issue are expended, it is First Southwest’s policy to reduce fees to the following levels, as appropriate:

Per issue fees for each circumstance itemized below shall be:

| | |
|---|---------|
| o Proceeds expended in prior year. Liability updated and report issued. | \$750 |
| o Debt Service Residual Calculation only. | \$1,250 |
| o Reserve Fund calculation only. | \$1,250 |
| o Escrow Fund only. | \$1,250 |
| o Rebate Fund only. | \$1,250 |

o Yield Restriction/Yield Reduction Computation only.

\$2,000

First Southwest's fees are payable upon delivery of the report prepared by First Southwest, the first report to be made following one year from the date of delivery of the Bonds and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year of investment data performed during the same computation period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

Award Bid for the Gas Service Extension for the new Round Rock Annex Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Gary Wilson
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for bid # 09WC719, Gas Service Extension for the New Round Rock Annex, to the best and lowest bidder meeting specifications- H & T Utilities, L.C.

Background

Fiscal Impact

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

Attachments

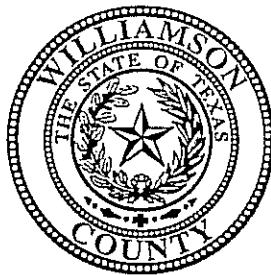
Link: [RR Annex Gasline Agreement Part 1](#)

Link: [RR Annex Gasline Agreement Part 2](#)

Link: [Gasline 3 Way Agreement](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 08/21/2009 11:22 AM
Final Approval Date: 08/26/2009



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** H & T Utilities, L.C.
P.O. Box 647
Manor, Texas 78653

for the **Project Location:** Williamson County Round Rock Annex
1801 E. Old Settlers Boulevard
Round Rock, Texas 78665

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, Texas, a political subdivision of the State of Texas (hereinafter called the "Owner") and H & T Utilities, L.C., a Texas limited liability company (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Construction of a gas line that is to be connected to the Williamson County Round Rock Annex (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. The "Bid Documents" as defined by the "Invitation for Bidders" in the original bid documents;
- e. All Change Orders issued after the Effective Date of this Agreement;
- f. The Drawings, Specifications, details and other documents developed by Owner's architect/engineer to describe the Project and accepted by Owner, which are attached hereto as **Exhibit "A"**; and
- g. The Drawings and Specifications developed or prepared by Owners other consultants, if any, and accepted by the Owner.

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, accepted and approved Change Orders and other documents prepared by the Owner’s architect/engineer, its consultants and by the Owner’s other consultants 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 the Total Base Bid proposed by the Contractor and accepted by the Owner, 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 or included in the Specifications, 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.** If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. 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 or time period:

EXPECTED DATE FOR SUBSTANTIAL COMPLETION: Forty five (45) calendar 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

5.1 Contract Sum. The Contract Sum for the Project is:

FORTY NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$49,950.00).

5.2 Contract Payments. Method and terms of payment of the contract sum shall be in accordance with the Contract Documents.

5.3 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 cooperate with the Owner's architect/engineer and ODR and endeavor to further the interests of the Owner and the Project. Contractor shall provide Owner with a proposed general schedule for the Project. The general 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 public meetings and hearings concerning the development and schedule of the Project.

6.10 Contractor shall review all Drawings, Specifications, and other Construction Documents as they are developed by the Owner's architect/engineer and advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, 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 consult with and make recommendations to the Owner on the acquisition schedule for equipment, and coordinate the Owner's purchase and installation of such items with the Owner as may be required to meet the Project Schedule.

6.15 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.

6.16 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.

6.17 Contractor shall provide recommendations and information to Owner and Owner's architect/engineer 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

6.18 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.

6.19 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.**

6.20 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.

6.21 Contractor shall designate in writing a representative who is responsible for the day-to-day management of the Work. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders and Applications for Payment.

6.22 Contractor shall attend Owner's regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes.

6.23 Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.

6.24 Contractor shall assist in obtaining building permits and obtain special permits for permanent improvements as required by law or the Construction Documents. Assist Owner or Owner's architect/engineer in obtaining all approvals required from authorities having jurisdiction over the Project.

6.25 Contractor shall coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.

6.26 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.27 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees to accept the Work.

6.28 Contractor shall warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents;

that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Construction Documents. The Contractor shall be responsible for correcting Work that does not comply with the Construction Documents at its sole expense without cost to the Owner.

6.29 Regarding Record Documents and the Owner's Project Closeout Specification, the Contractor shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING & WARRANTY RESPONSIBILITIES

6.30 Contractor shall provide commissioning, starting and check-out services for the systems installed in the project prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.31 Contractor shall provide warranty services for the Work for a full eighteen months (thirty months for work in the mechanical subcontract, if applicable) following Final Completion and acceptance. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner and Owner's architect/engineer to ensure that all warranty issues have been identified and properly remedied.

6.32 Contractor shall provide a written warranty period service plan that includes monthly site visits by an individual capable of making minor repairs and coordinating subcontractor warranty 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, at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Project.

7.3 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.

7.4 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.

7.5 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.

7.6 Owner shall furnish to the Contractor the number of Construction Document sets as required by this Agreement.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings, specifications and other documents prepared by the Owner's architect/engineer, its consultants, or other consultants retained by the Owner for the Project that describe the Work to be executed by the Contractor (the "Construction Documents") are instruments of service and shall remain the property of the Owner whether the Project for which they are made is executed or not. The Contractor and its Subcontractors are authorized to reproduce and use portions of the Construction Documents as necessary and appropriate for the execution of the Work. The Contractor and its Subcontractors shall not use the Construction Documents on any other projects.

8.2 Submission or distribution of the Construction Documents to meet official regulatory requirements or for other purposes in connection with the Project is authorized.

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 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Sum, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the General Conditions.

10.2 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 Operations | Injury and Property 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 | |
| d. Business Automobile Liability owned/leased, owned, hired | |
| | Combined single limit for Non-Bodily Injury and Property Damage of \$1,000,000 per occurrence or its |

equivalent

- e. Owner's Protective Liability Insurance Policy, naming Williamson County and its employees as insured with the following limits:

| | |
|-----------------------|-----------------------------|
| Bodily Injury | \$1,000,000 Each Occurrence |
| \$1,000,000 Aggregate | |

10.4.3 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project

10.4.4 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with the Owner."
- c. "The Owner, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner."

10.4.5 Workers' Compensation Insurance Coverage:

- 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.

10.3 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.

10.4 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.

10.5 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:

Judge Dan A. Gattis
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:

H & T Utilities, L.C.
P.O. Box 647
Manor, Texas 78653

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:

Gary Wilson
Williamson County
Project Manager
3101 S.E. Inner Loop
Georgetown, Texas 78626
(512) 943-1636 office
(512) 930-3313 fax

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

H & T Utilities, L.C.
c/o: James D. Reeves
P.O. Box 647
Manor, Texas 78653
Phone: (512) 281-2759
Fax: (512) 281-3675

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,

H & T UTILITIES, L.C., a Texas Limited
Liability Company

By: _____

Printed Name: _____

Title: _____

By: James D. Reeves

Printed Name: James D. Reeves

Title: manager

ATTEST:

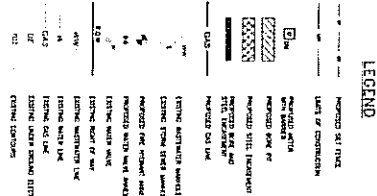
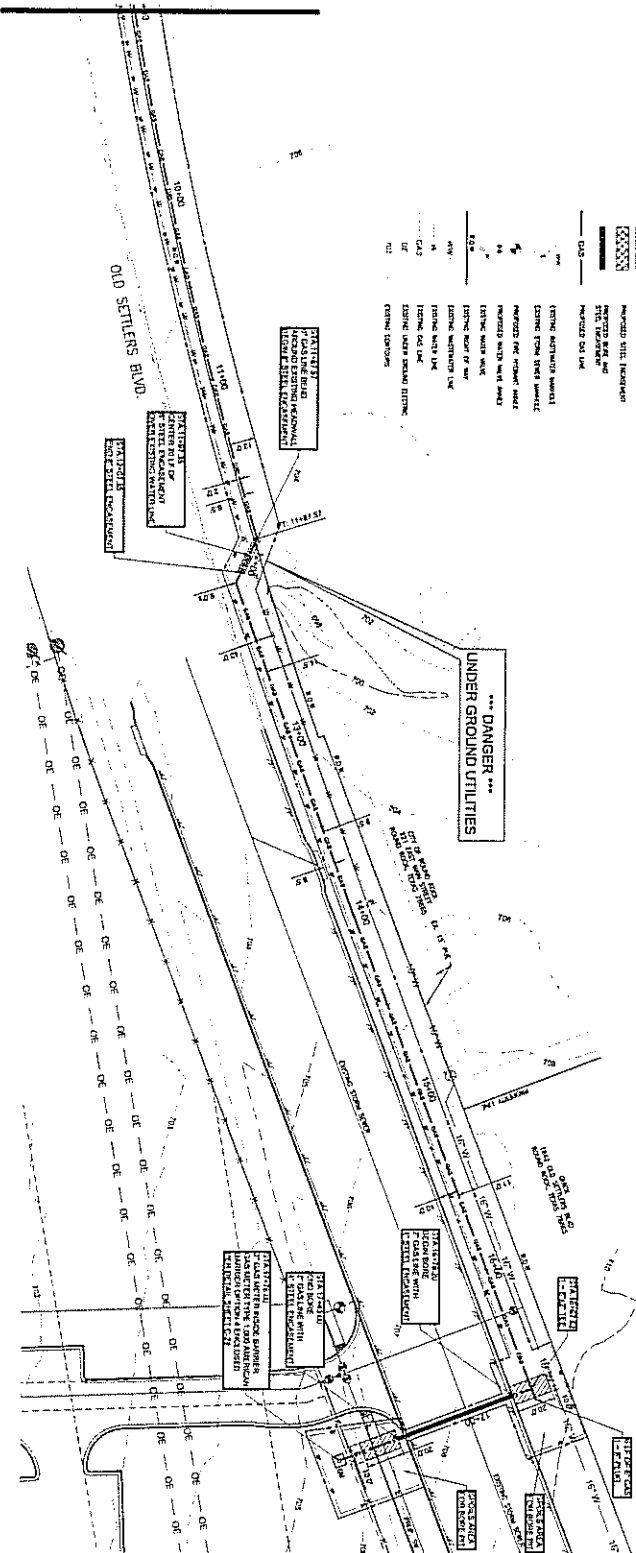
By: Judy Wible

Printed Name: Judy Wible

Title: Administrative Assistant

Exhibit "A"

MATCH LINE 9+00

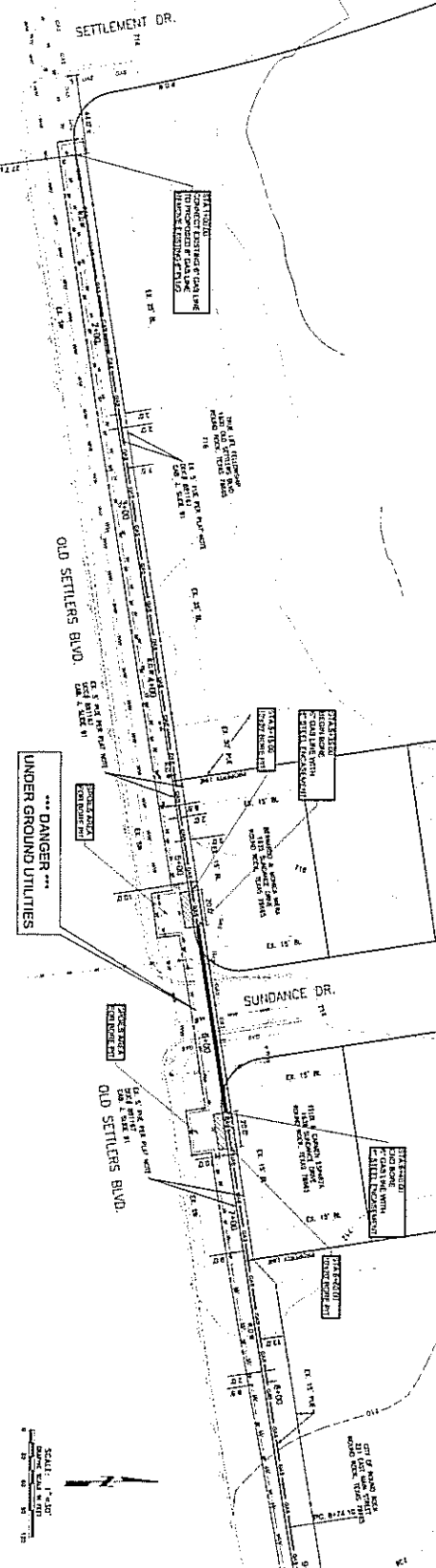


NOTES:

1. THE LOCATION OF EXISTING UTILITIES SHOWN ON THIS DRAWING IS BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.



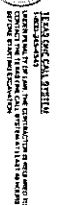
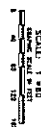
SCALE: 1"=40'

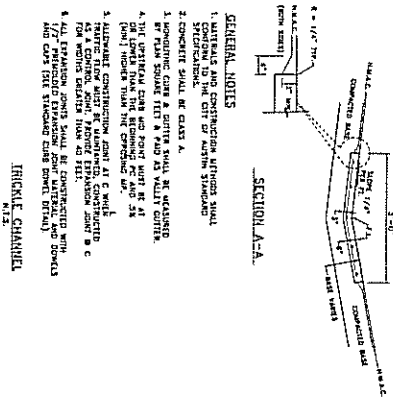


MATCH LINE 9+00.00

| | | | |
|------|--|-------------------------------------|------|
| | PROJECT NO. | 0711-2031 | |
| | CITY | WILLIAMSON COUNTY | |
| | PROJECT | WILLIAMSON COUNTY ANNEX PRECINCT #1 | |
| | 1801 EAST OLD SETTLERS BLVD. ROUND ROCK, TEXAS 78684 | | |
| DATE | 07/11/2011 | DESIGNED BY | DATE |
| DATE | 07/11/2011 | DRAWN BY | DATE |
| DATE | 07/11/2011 | CHECKED BY | DATE |
| DATE | 07/11/2011 | APPROVED BY | DATE |

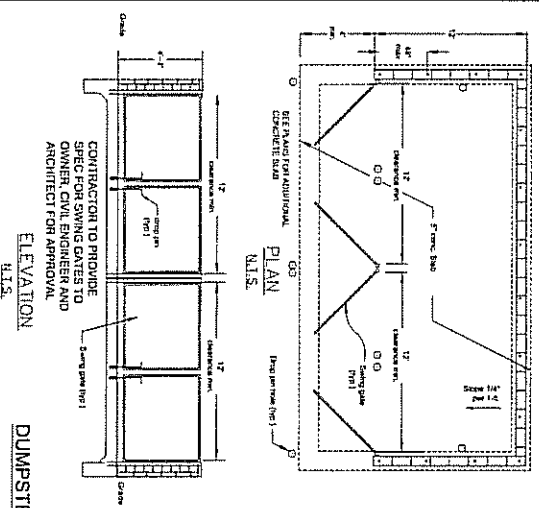
- ...and the ...





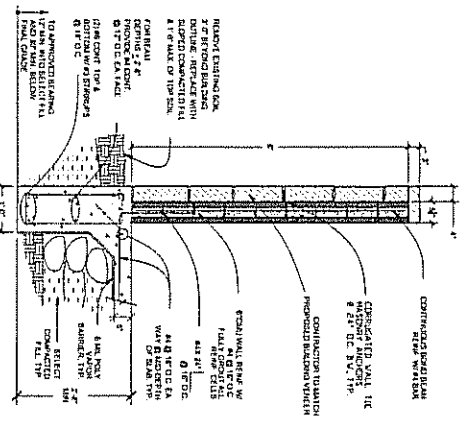
IRREGULAR CHANNEL

- GENERAL NOTES**
1. MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD SPECIFICATIONS.
 2. CONCRETE SHALL BE CAST IN PLACE.
 3. SLOPING CURB & SLOPE SHALL BE MAINTAINED BY TEAM SQUARE FIELD & 1/4" AS VALLEY CUTTER.
 4. THE DITCHES SHALL BE 12" WIDE & 12" DEEP AT THE TOP & 12" WIDE & 12" DEEP AT THE BOTTOM.
 5. ALTERNATE CONSTRUCTION SHALL BE AT THE DISCRETION OF THE ENGINEER.
 6. ALL EXISTING UTILITIES SHALL BE MAINTAINED & NOT REMOVED OR DELETED.
 7. ALL EXISTING UTILITIES SHALL BE MAINTAINED & NOT REMOVED OR DELETED.
 8. ALL EXISTING UTILITIES SHALL BE MAINTAINED & NOT REMOVED OR DELETED.
 9. ALL EXISTING UTILITIES SHALL BE MAINTAINED & NOT REMOVED OR DELETED.
 10. ALL EXISTING UTILITIES SHALL BE MAINTAINED & NOT REMOVED OR DELETED.



ELEVATION

DUMPSTER ENCLOSURE DOUBLE

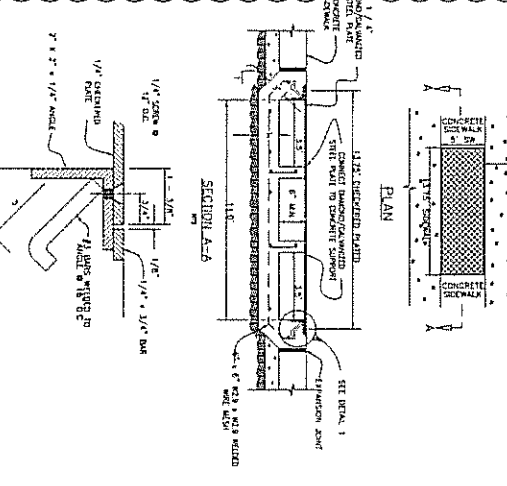
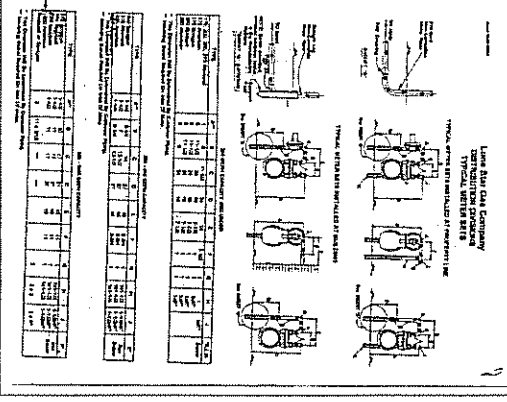
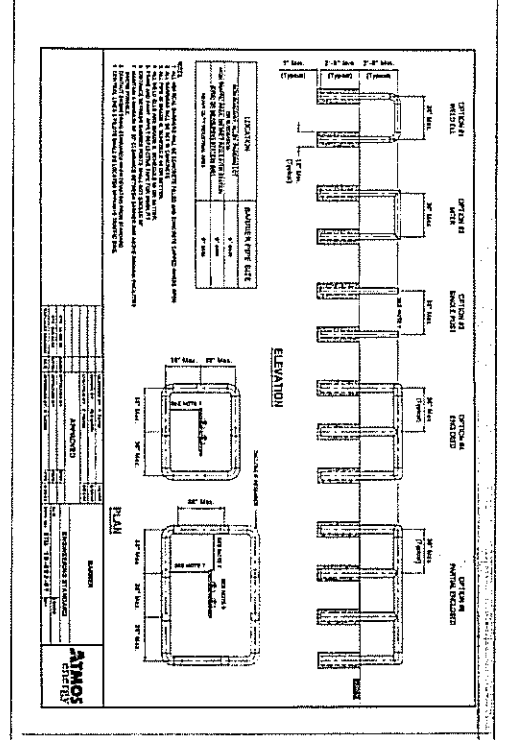


PROJECT: WILLIAMSON COUNTY ANNEX PRECINCT #1
1801 EAST OLD SETTLERS BLVD.
ROUND ROCK, TEXAS 78664

DESIGNED BY: J2W
CHECKED BY: J2W
DATE: 07/11/2013

PROJECT: WILLIAMSON COUNTY
PRECINCT #1
1801 EAST OLD SETTLERS BLVD.
ROUND ROCK, TEXAS 78664

DESIGNED BY: J2W
CHECKED BY: J2W
DATE: 07/11/2013

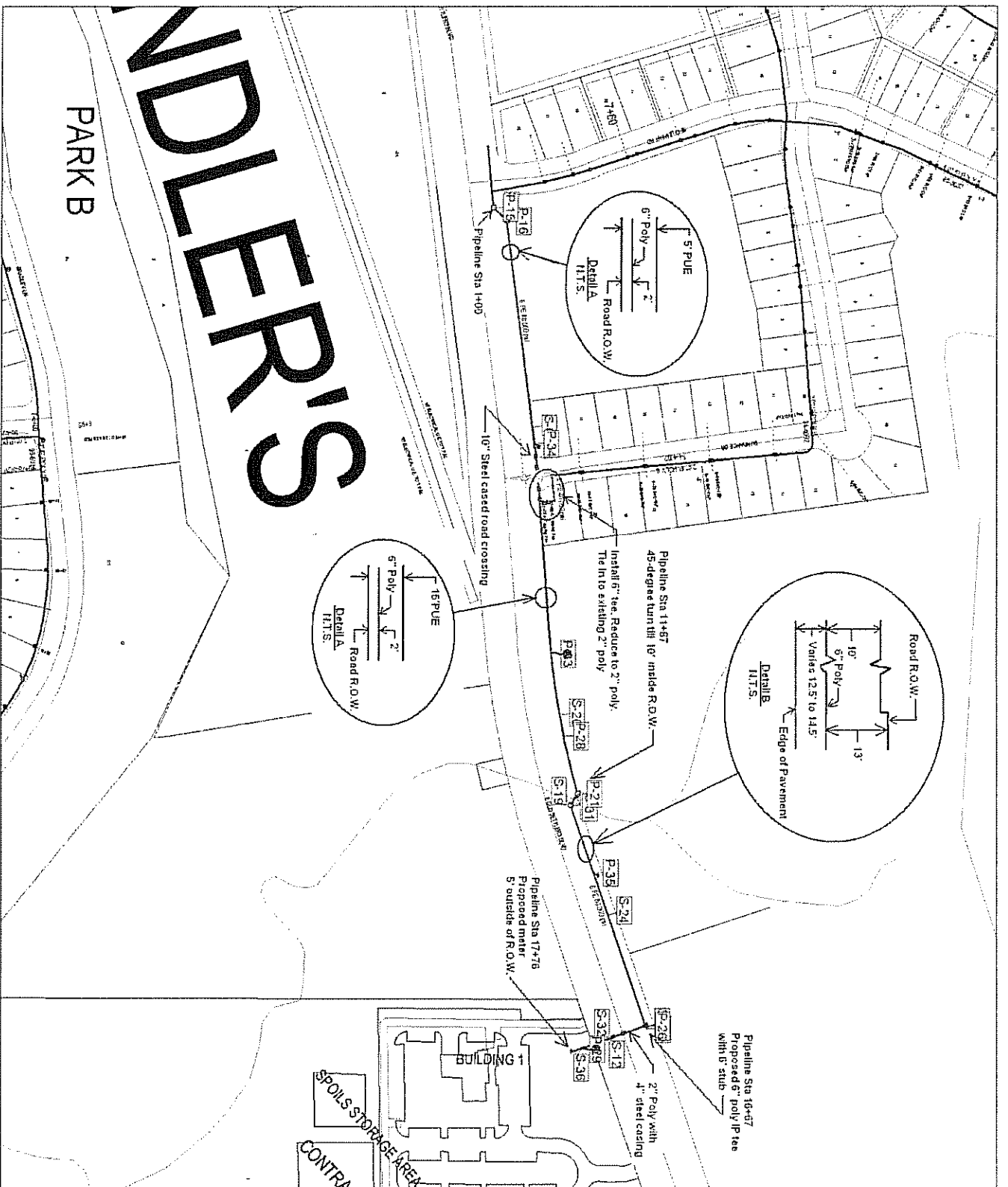


PROJECT: WILLIAMSON COUNTY ANNEX PRECINCT #1
1801 EAST OLD SETTLERS BLVD.
ROUND ROCK, TEXAS 78664

DESIGNED BY: J2W
CHECKED BY: J2W
DATE: 07/11/2013

PROJECT: WILLIAMSON COUNTY
PRECINCT #1
1801 EAST OLD SETTLERS BLVD.
ROUND ROCK, TEXAS 78664

DESIGNED BY: J2W
CHECKED BY: J2W
DATE: 07/11/2013



Legend

- Building Features (L and)
- As-Bd Building Annotation
- Building Route
- Property Features (L and)
- Land Right Route
- As-Bd Land Right Annotation
- As-Bd Parcel Annotation
- Parcel Route
- As-Bd Subdivision Annotation
- Transportation Network (L and)
- Street Segment Route
- As-Bd Street Segment Right Of Way Right
- As-Bd Street Segment Annotation
- Point of Interest (L and)
- As-Bd Miscellaneous Landmark Annotation
- Miscellaneous Landmark Route
- Environmental (L and)
- Waterway/Route
- Drafting (L and)
- As-Bd Custom Drafting Test Text
- Gas Pipe (Gas, distribution)
- Casting Proposed Casting Route
- Main Existing Intermediate Pressure Route
- Main Proposed Intermediate Pressure Route
- As-Bd Main Annotation Existing Annotation
- Pipe Change Existing Location
- Service Existing Under Pressure Route
- Service Riser Proposed Location
- Fitting and Valve (Gas, distribution)
- Cap Proposed Location
- End Proposed Location
- Flow Control Device Existing Tapping Tee Location
- As-Bd Flow Control Device Station Plus Annotation
- Reducer Existing Location
- Reducer Proposed Location
- As-Bd Reducer Station Plus Annotation
- Tee Proposed Location
- Valve Proposed Underway Location - Open
- Cathodic Protection (Gas, distribution)
- CP Anode Proposed Location
- CP Test Station Existing Location
- CP Test Station Proposed Location
- Customer Related Features (Gas, distribution)
- Gas Demand Point Existing Annotation
- Drafting (Gas, distribution)
- As-Bd Custom Drafting Test Remarks Annotation
- Work Point Location
- Work Point Line
- Work Point Test Text

ONE CONSTRUCTION PRINT
 PROJECT NO. _____
 PROJECT NAME _____
 DATE _____
 SHEET 1
 © 2024 NEW CLUMP

WORK ASSIGNMENT SUPPLEMENT (Fortification)

WILLIAMSON COUNTY ANNEX - GEORGETOWN PROJECT 080.27647

This Work Assignment Supplement is entered into effective August 12, 2009, by and between H & T Utilities, P.O. Box 647, Manor, Texas 78653 ("CONTRACTOR"), Williamson County, 710 Main Street, Georgetown, Texas 78626 ("DEVELOPER"), and Atmos Energy Corporation ("COMPANY").

PERFORMANCE OF WORK - CONTRACTOR will perform the work identified herein (the "Work") as authorized by COMPANY, pursuant to the terms and conditions in the Assigned Task Agreement between COMPANY and CONTRACTOR, which Agreement is incorporated herein by reference. When and as expressly authorized by COMPANY, CONTRACTOR the full and complete cost of the Work, as mutually agreed between CONTRACTOR and DEVELOPER, but COMPANY will, within 30 days after Final Acceptance of the Work, reimburse DEVELOPER \$ 4,917.00, for system fortification in the event of future growth on the system.

SCOPE OF WORK - CONTRACTOR will perform the Work in accordance with the Scope of Work Attachment and the drawings, specifications, and instructions, if any attached hereto, and identified in the List of Attachments set forth herein. DEVELOPER will have the right, at all times, to instruct CONTRACTOR to construct the Work in accordance with the Scope of Work Attachment, but DEVELOPER has no obligation to supervise CONTRACTOR in the performance of the Work.

CONTRACTOR will, in consultation with DEVELOPER, assume full responsibility for investigating conditions of any property or facilities at or with respect to which Work will be performed, for the purpose of evaluating and determining the existence and magnitude of any hazards resulting from such Work to such property, or to the property of DEVELOPER, or to the property or physical well-being of any of DEVELOPER's employees or agents, and CONTRACTOR and/or DEVELOPER, as appropriate, will ensure that DEVELOPER's and CONTRACTOR's employees and agents are advised of and fully understand the nature of such hazards and safety precautions that can be taken to eliminate or minimize the dangers relating to such hazards.

ACCEPTANCE OF WORK - Upon inspection and acceptance by COMPANY's inspector of the Work ("Final Acceptance"), DEVELOPER will execute and deliver to COMPANY a Bill of Sale and Assignment substantially in the form attached hereto and made a part hereof, conveying the Work to COMPANY. In addition, if the Work is not located under public rights-of-way or defined public utility easement, DEVELOPER will grant to COMPANY an easement over the Work, which easement will be substantially in the form of the easement attached hereto and made a part hereof. It is understood and agreed that the transfer of the Work installed pursuant to this Agreement, and the granting of any easements to COMPANY hereunder, will be at no cost to COMPANY whatsoever.

DEVELOPER must notify COMPANY's Project Manager at least five days prior to commencement of construction. CONTRACTOR must return all required field construction documents to Atmos Energy including, but not limited to, as-built, test charts and print line data within 10 working days of completion.

INVOICES - All invoices will be sent to DEVELOPER at the following address:

Address: 710 Main Street, Georgetown, Texas 78626

LIST OF ATTACHMENTS - COMPANY, DEVELOPER, and CONTRACTOR agree that the following described attachments, if any, are incorporated herein in their entirety.

1. Scope of Work Attachment
2. Design Layout of Facilities
3. Form of Bill of Sale and Assignment
4. Form of Easement (N/A)

ATMOS ENERGY CORPORATION

CONTRACTOR: H & T UTILITIES

By: James D. Reeves
Name: James D. Reeves
Title: Manager

By: _____
Name: _____
Title: _____

DEVELOPER: WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____

**WORK ASSIGNMENT SUPPLEMENT
SCOPE OF WORK ATTACHMENT**

PROJECT # 080.27647

PROJECT NAME OR SUBDIVISION & PHASE: WILLIAMSON COUNTY ANNEX

NUMBER OF METERS: 01

DEVELOPER REQUIREMENTS: GAS MAIN EXTENSION

ALLEY DISTRIBUTION:

CONTRACTOR will install all gas main(s), service taps, and service line risers required, as part or in furtherance of the Work. CONTRACTOR will be responsible for installing facilities to COMPANY design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service line), tracer wire, test stations, etc. and Atmos Energy's Meter Specification Manual.

FRONT LOT DISTRIBUTION:

CONTRACTOR will install all gas main(s), service taps, and service stubs to 10 feet inside the property line of each lot or tract within the Scope of Work. Curb marker medallions and/or marker balls will be placed to mark all service stubs. CONTRACTOR will be responsible for installing facilities according to COMPANY design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service stub), tracer wire, test stations, etc. and Atmos Energy's Meter Specification Manual.

STORM WATER POLLUTION PREVENTION PLAN

If off-site project requires a SWPPP, COMPANY consultant will provide the plan to the DEVELOPER/CONTRACTOR and will submit NOI for the off-site project on behalf of all parties. DEVELOPER/CONTRACTOR will provide necessary sediment control measures screening, filters, etc. for installation and restoration of the off-site project area.

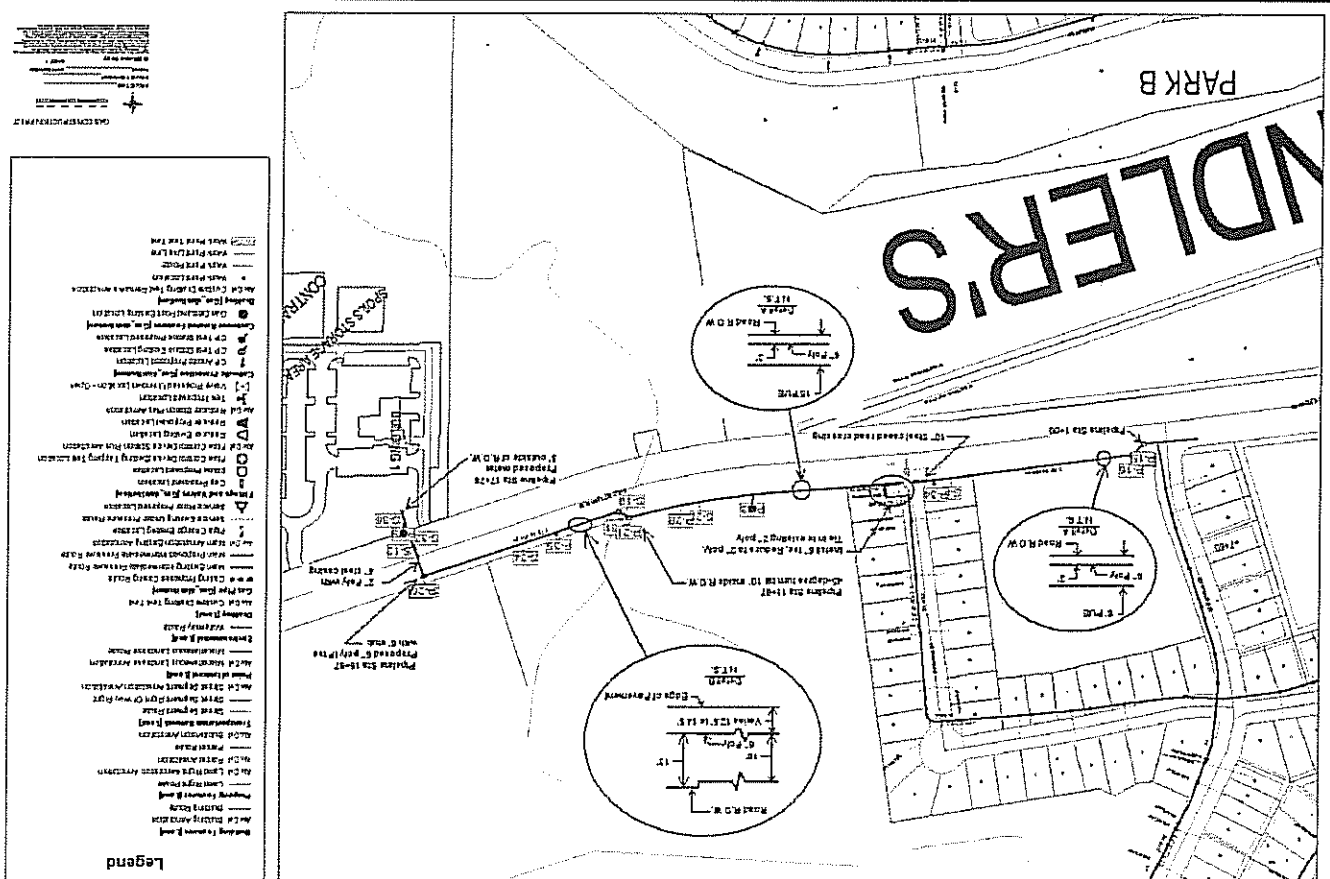
CONTRACTOR will be responsible for providing gas mains of the number, dimensions, and footages specified below:

Install approximately 1775 linear ft. of 6-inch Poly II main, approximately 140 linear ft. of 10-inch steel casing, approximately 120 linear ft. of 2-inch Poly II svc. with flanged riser and poly valve and approximately 70 linear ft. of 4-inch steel casing to accommodate 1 lot. If staking is required, it is a Developer/Contractor financial responsibility. The Developer is also liable for costs associated with obtaining a certified engineered drawing for a bore permit from TXDOT or other governmental entities when applicable for work being performed in Right-of-Way. For alley sets, risers will be provided by the contractor. 5# anodes should be placed every 1000 feet and/or as shown on the design to protect the tracer wire. Excess Flow Valves are required on every residential service stub, along with the EFV medallion. Install gas mains in designated PUE adjacent to Right of Way. If design changes are required in the field – contact the FCC and Project Manager before proceeding. Test Leads required at 500 feet intervals and/or at protected locations and at all (main) Dead Ends.

COMPANY will be responsible for the following:

1. Inspecting all work performed by CONTRACTOR in a reasonably timely manner.
2. Notifying DEVELOPER within a reasonable time after Final Acceptance of the Work by COMPANY.
3. Installing service lines and risers for front lot distribution from service stub in accordance with Atmos Energy's Meter Specification Manual (available at Atmosenergy.com)

WORK ASSIGNMENT SUPPLEMENT



WORK ASSIGNMENT SUPPLEMENT
FORM OF BILL OF SALE AND ASSIGNMENT

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

THAT for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WILLIAMSON COUNTY (hereinafter referred to as "Seller"), hereby grants, bargains, sells, assigns, transfers, and conveys unto Atmos Energy Corporation, 5420 LBJ Fwy, Suite 1800, Dallas, Texas 75240, a Texas and Virginia corporation (hereinafter referred to as "Buyer"), its successors and assigns, all of Seller's right, title, and interest to and in the following, all of which is collectively referred to hereafter as the "Property":

- (a) that equipment and those facilities described in Attachment "1," located on that property described, configured and situated along the route described in Attachment "2," all such attachments being a part hereof; and
- (b) all easements and permits related to the equipment and facilities set forth above, as described in Attachment "4," being a part hereof

Seller warrants that it is the lawful owner in every respect of the Property, and that the new pipeline is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Seller further warrants that it is not aware of any existing violations of any law, ordinance, or regulation relating to the Property, or of any latent or patent defects in the Property.

TO HAVE AND TO HOLD unto the said Buyer, its successors and assigns forever, to warrant and defend the title to the Property against every person whomsoever lawfully claiming the Property or any part of it.

Seller further agrees to execute and deliver any and all further conveyances, assignments, bills of sale, certificates, instruments of transfer, or other documents that may be necessary or appropriate to effectuate the terms hereof, and the terms of that certain Work Assignment Supplement between Buyer, Seller, and H & T UTILITIES dated August 12, 2009, and to vest in Buyer, its heirs, representatives, successors, and assigns, title to the Property.

IN WITNESS WHEREOF, this Bill of Sale and Assignment is executed on the _____ day of _____, 2009.

WILLIAMSON COUNTY

Atmos Energy Corporation

By: _____

By: _____

Title: _____

Title: _____

RM 2338 Phase II

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of September 30, 2009 at 3:00pm in the Purchasing Department to receive bids for road project RM 2338 Phase II, Bid #09WC722.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 08/27/2009 10:13 AM
Final Approval Date: 08/27/2009

CR 214 Phase 2A

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of September 30, 2009 at 4:00pm in the Purchasing Department to receive bids for road project CR 214 Phase 2A, Bid #09WC723.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 08/27/2009 10:15 AM
Final Approval Date: 08/27/2009

Voluntary Duty Pay, B/A, 9/1/09

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
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 additional revenues for August 2009 Voluntary Duty:

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------------|------------|----------|
| | 0100.0000.341220 | Voluntary Duty Rev, SO | \$1,841.83 | 01 |
| | 0100.0000.341230 | Voluntary Duty Admin Fee | \$218.27 | 02 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 08/21/2009 09:59 AM
 Final Approval Date: 08/26/2009

Voluntary Duty Pay, B/A, 9/1/09

Commissioners Court - Regular Session

Date: 09/01/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
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 additional expenditures for August 2009 Voluntary Duty pay:

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------|------------|----------|
| | 0100.0560.001117 | Voluntary Duty Pay | \$1,635.00 | 01 |
| | 0100.0560.002010 | FICA | \$125.08 | 02 |
| | 0100.0560.002050 | Worker's Comp | \$81.75 | 03 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 08/21/2009 10:02 AM
 Final Approval Date: 08/26/2009