NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 17TH, 2011
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, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 17)

5. Discuss and consider approving a line item transfer for the Veteran Services Office.

6. Discuss and consider approving a line item transfer for JP3.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-004350	Printed Material & Binding	1500.00	
To	0100-0453-004141	Interpretors	1500.00	

7. Discuss and consider approving a line item transfer for the District Attorney

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003010	Computer equipment	1000.00	
To	0100.0440.003100	Office Supplies	1000.00	

8. Discuss and consider approving a line item transfer for JP2.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0452-003005	Office Furniture	145.00	
From	0100-0452-004999	Miscellaneous	145.00	

9. Discuss and consider approving a line item transfer for the All County Courts Budget

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-001100	All Cty Cts/Salary	$20,703.15	
From	0100-0425-002010	All Cty Cts/FICA	$1,929.56	
From	0100-0425-002020	All Cty Cts/Retirement	$2,362.56	
From	0100-0425-002030	All Cty Cts/Insur	$2,344.40	
From	0100-0425-002050	All Cty Cts/Work Comp	$43.67	
From	0100-0425-003100	All Cty Cts/Office Supplies	$1.90	
From	0100-0425-004211	All Cty Cts/Telephone	$83.91	
From	0100-0425-004212	All Cty Cts/Postage	$56.00	
From	0100-0425-004232	All Cty Cts/Training	$1,000.00	
To	0100-0435-001100	All Dist Cts/Salary	$20,703.15	
To	0100-0435-002010	All Dist Cts/FICA	$1,929.56	
To	0100-0435-002020	All Dist Cts/Retirement	$2,362.56	
To	0100-0435-002030	All Dist Cts/Insur	$2,344.40	
To	0100-0435-002050	All Dist Cts/Work Comp	$43.67	
To	0100-0435-003100	All Dist Cts/Office Supplies	$1.90	
To	0100-0435-004211	All Dist Cts/Telephone	$83.91	
To	0100-0435-004212	All Dist Cts/Postage	$56.00	
To	0100-0435-004232	All Dist Cts/Training	$1,000.00	

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0475.001100	F/T Salaries	$18,120.10	01
From	0100.0475.001109	Cell Phone Stipend	$1,062.32	02

From	0100.0475.002010	FICA	$10,036.87	03
From	0100.0475.002020	Retirement	$1,657.95	04
To	0100.0475.000406	Transfer to Co Atty Hot Check	$30,877.24	05

11. To discuss and take appropriate aciton on the approval of a Line Item Transfer for Road & Bridge

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-003500	Asphalt	$350,000.00	
TO	0200-0210-004100	Professional Services	$350,000.00	

12. To discuss and consider approving a line item transfer for County Court at Law No. 3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-428-3010	Computer Equipment	700.00	
To	100-428-3100	Office Supplies	700.00	

13. Consider approving the investment report for January February and March 2011 and the Quarter ending March 31 2011 which was approved by the investment committee on May 4 2011.

14. Consider approving property tax collections for the month of April 2011 for the Williamson County Tax Assessor/Collector.

15. Consider approving property tax refunds over $2,500.00 for the month of April 2011 for the Williamson County Tax Assessor/Collector.

16. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.

17. Consider and take appropriate action regarding aSpecial Use Permit from the City of Georgetown for the Emergency Service Operation Center project.

REGULAR AGENDA

18. Discuss and take appropriate action on resolution honoring Leander High School's winners of the "How Can We Lighten Up the Earth?" art competition.

19. Discuss and take appropriate action regarding recognition of May 2011 as International Internal Audit Awareness Month.

20. Discuss and take appropriate action on road bond program.

21. Discuss and take appropriate action on Resolution for TxDOT Advance Funding Agreement Williamson County 0914-05-142 for the construction of a bridge replacement on CR 111 at N. Fork of McNutt Creek.

22. Discuss and take appropriate action on Resolution for TxDOT Advance Funding Agreement Williamson County 0914-05-172 for the bridge replacement or rehabilitation of the Off the State System bridge CR 351 at Donahoe Creek.

23. Discuss and take appropriate action on Resolution for TxDOT Advance Funding Agreement Williamson County 0683-01-079 for the widening of RR 620 to a 4-lane divided roadway from Cornerwood to Wyoming Springs.

24. Discuss and take appropriate action on TxDOT Advance Funding Agreement for Williamson County 0683-06-027 & 0683-06-028 for the construction of the SH 45 at O'Connor Interchange.

25. Discuss and take appropriate action on the Resolution for TxDOT Advance Funding Agreement Williamson County 0683-06-027 & 0683-06-028 for the construction of the SH 45 at O'Connor Interchange.

26. To discuss and take appropriate action on Advance Funding Agreement between Williamson County and TxDOT for CR 111 at N. Fork of McNutt Creek.

27. Consider authorizing County Judge to execute a Real Estate Contract with Yancey Williamson Partnership, L.P. for ROW needed on Chandler IIIA. (PARCEL4)

28. Consider authorizing County Judge to execute a Real Estate Contract with Reed land Management, Ltd. for ROW needed on Chandler IIIA. (PARCEL 3)

29. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on Ronald Reagan Phase IV.

30. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on CR 245.

31. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 29 and Park Place Drive/Jack Nicklaus Blvd.

32. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 29 and CR 260/CR 266.

33. Consider authorizing County Judge to execute a First Amendment to Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 195 Section 3.

34. Consider authorizing County Judge to execute a First Amendment to Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 195 Section 4.

35. Consider authorizing Pass Through Finance Bond transfer request per recommendation of Mike Weaver, Road Bond Manager to move $1,050,000.00 to US 183 Ext (PTT0273-04-026) from the following projects: $50,000.00 US 79 Sect 5B (PTT0204-04-042), $350,000.00 US 79 Sect 5A (PTT0204-04-040), $250,000.00 FM 1660 (PTT1566-01-009) and $400,000.00 from Non Departmental (PTT 1).

36. Consider authorizing 2006 Park Bond transfer request per recommendation of Jim Rodgers, County Parks and Recreation Director: move $218,785.00 from P15 (Southwest Regional Park) to P204 (Parks Office) and $55,000.00 from P15 (Southwest Regional Park) to SW Regional Park Caretaker's House (P245).

37. Discuss and take appropriate action on a resolution adopting the Texas Colorado River Floodplain Coalition Hazard Mitigation Plan in which Williamson County participates.

38. Consider approving request for the Elections Administrator to participate in the Senior Executives in State and Local Government professional development program at Harvard University's John F. Kennedy School of Government with expenses paid out of the Elections Discretionary Fund.

39. Consider approving the Tax Collection Agreement between the Williamson County Tax Assessor/Collector and MUD Number 22 authorizing tax collection for properties located in MUD Number 22.

40. Consider renewal of agreement with Texas Workforce Commission and Precinct Two Constable's Office.

41. Consider and take appropriate action on setting date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 11.

42. Consider and take appropriate action on setting date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 12.

43. Discuss and take appropriate action on the Burn Ban.

44. Discuss and take appropriate action regarding Texas legislative issues and bills that relate to county business.

45. Consider approving Purchasing Cooperative Interlocal Agreement between Williamson County and the City of Ft. Worth, including participation in the Texas Payment Card Consortium.

46. Consider authorizing advertising and setting date of June 7, 2011 at 2:00PM in the Purchasing Department to receive bids for Pharmaceuticals for the Williamson County Regional Animal Shelter.

47. Consider awarding proposals received for Bank Depository Contract to the best proposal meeting specifications - Union State Bank.

48. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Sheriff's Office:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370515	TDH Monitoring Fees	$18,000.00	01

49. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of funds for the Sheriff's Office:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001110	Overtime	$14,536.80	01
	0100.0560.002010	FICA	$1,377.00	02
	0100.0560.002020	Retirement	$2,086.20	03

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

50. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

e) Discuss proposed acquisition of property for proposed SH 29.

f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

i) Discuss proposed Northwoods Road District.

j) Discuss conveyance of University Boulevard right-of-way.

k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

l) Discuss proposed realignment project along FM 1660.

m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.

n) Discuss proposed acquisition of property for right-of-way along Chandler III A.

o) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29

p) Discuss proposed realignment project along CR 245.

51. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County.
b) Status Update-Pending Cases or Claims;
c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
h) Employment related matters.
i) Other confidential attorney-client matters, including contracts.

52. Discuss and take appropriate action on real estate.

53. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County.
b) Status Update-Pending Cases or Claims;
c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
h) Employment related matters.
i) Other confidential attorney-client matters, including contracts.

54. Comments from Commissioners.

55. Recess until 1:00 P.M.
Discuss and consider redistricting maps and boundary changes for commissioners, constables, and justices of the peace precincts in Williamson County per the 2010 census.

_____
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 _____, 2011 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: 05/17/2011
Submitted By: Donna Harrell, Veteran Services
Submitted For: Donna Harrell
Department: Veteran Services
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Veteran Services Office.

Background

Veteran Services has requested funds to acquire the VetRex database software for the last three budget cycle in order to make the department more efficient and cut down on storage issues. Currently, all files are paper files, located dowstairs in 16 filing cabinets. We have now run out of both room for the files, necessitating the ordering of new file cabinets, and room for the cabinets in the file room. We budgeted last year for several more file cabinets, but would have to locate them in a different location from the rest of the files, making it difficult to access information easily. We have begun purging what files we can and sending them to storage. This is only a temporary fix. The software program would allow us to scan documents into the program, reducing the amount of paper generated and would allow our counselors to be more efficient in communicating with clients without the delay of having to pull the file from dowstairs prior to returning the call.
We are requesting that the funds already budgeted for filing cabinets plus funds from our miscellaneous fund, be utilized to pay for the initial software purchase. The continuing annual cost of $499 has been budgeted for in the 2011-2012 budget allocation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0405-003005	Office Furniture	699.32	1
From	0100-0405-004999	Miscellaneous	99.68	2
To	0100-0405-003011	Computer Software	799.00	3

Attachments

Link: VetRex

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/04/2011 10:18 AM	APRV
4	Budget	Ashlie Koenig	05/04/2011 01:57 PM	APRV
7	Vereran Services (Originator)	Donna Harrell	05/10/2011 08:20 AM	APRV

Form Started By: Donna Harrell

Started On: 05/02/2011 04:06 PM

Final Approval Date: 05/10/2011

Justification for VetRex Software Program

Veteran claims have jumped and continue to escalate, partly due to the bad economy, but mostly due to the number of young men and women who are returning home following discharge from their military enlistment. Williamson County, being so close to the Ft. Hood Army base, is home to many men and women who choose to continue to live here following the end of their service.

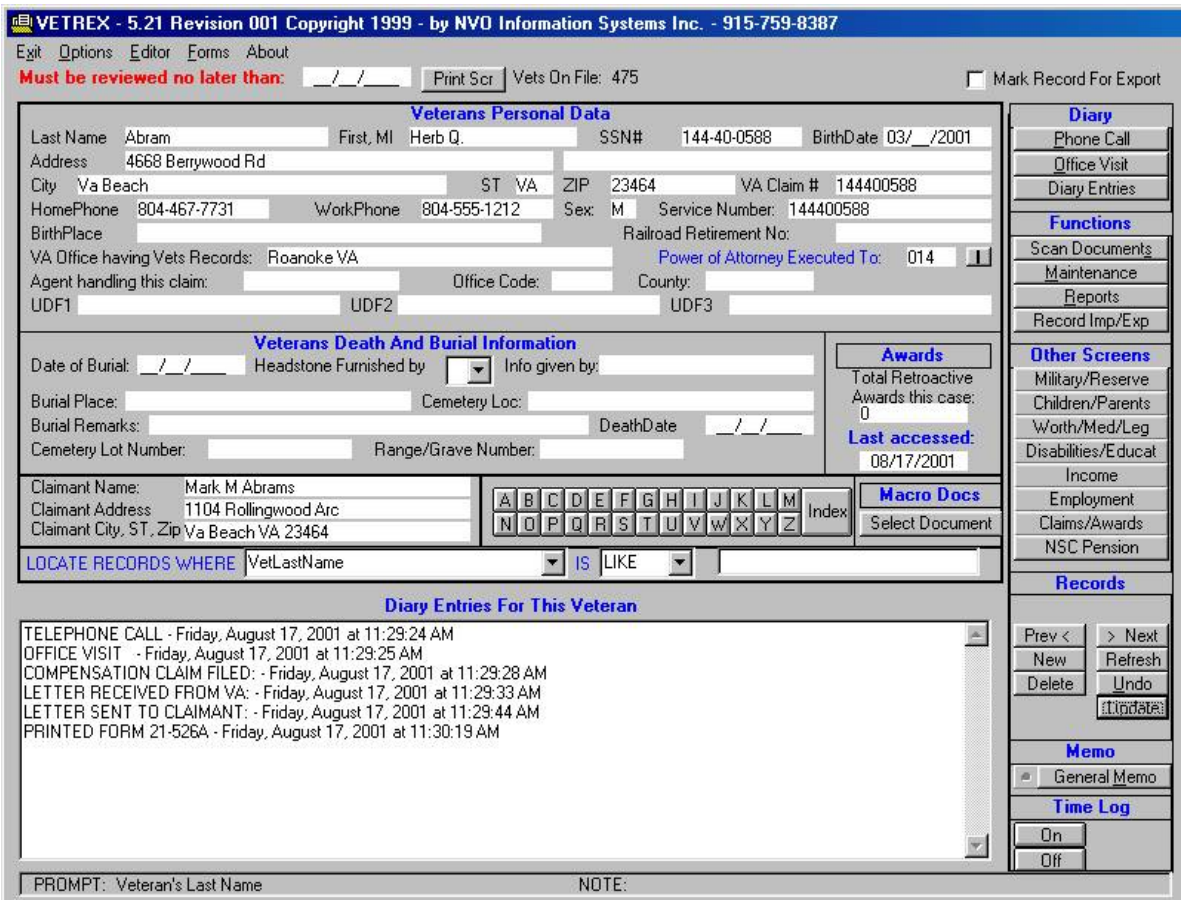
Our department has seen a rise in the number of cases that we are handling, but also in the number of phone calls that we are receiving. Many of these calls are in lieu of an office visit. The software will enable us to be able to be more efficient in handling these calls, because it allows us to pull up information regarding the veteran's pending case with us, without having to go to the file room to pull the file and then return the call to the veteran or dependent. It will also allow us to keep better inventory of how many cases we are handling and cut down on paper use. Documents can be scanned into the database for later retrieval instead of creating a paper file.

This software will allow this department to operate more efficiently and provide better service to our clients.

The price of this software package is the same as four file cabinets already budgeted for in 2010. The monies used for this software package is to be transferred from the office furniture budget.

The annual license fee of $449.00 includes automatic updates and unlimited technical support. $499.00 was budgeted for 2011 in case we need to buy the CD the first year.

VetRex



VetRex is a true Windows based application that operates under Microsoft Windows NT/2000 and Windows 95/98/ME/XP on IBM or compatible personal computers. The term "true windows" refers to the fact that this is true 32 bit software that was developed to operate directly in the Windows environment and not in a "DOS Window". Installation is normally accomplished in five to ten minutes per computer.

Data is entered into the data base by direct entry into the applicable input blocks or by filling out VA Forms on the screen.

The data from the form on the screen is automatically saved to the veteran's record. Optionally, other screens are provided to edit or enter the information in the veteran's file such as: The veterans personal information; Reserve and National Guard Service; Education; Military Service; Claims History; Marital Information; Children; Employment History; Net Worth; Income; Nature and

History of Disabilities; Medical, Legal and Other Expenses; Burial Information in the case of deceased veterans; and Non-Service Connected Pension.

All of the questions asked on the 21-526, 21-527 and 21-8940 VA forms are stored in the database. Since these three forms contain almost all of the information required by the other VA forms, additional forms may be printed with all or almost all information already filled in. Blank forms may also be printed.

When filling out input blocks on the user screens, pausing the cursor on an input block for two seconds or more causes a pop up "help tip" to appear providing context sensitive help. Where a choice of standard information is required, double clicking the mouse on the input box causes a list of choices to appear. One of the selections from the list may be automatically entered in the input box by double clicking the mouse on the desired response. These pop-up lists contain often used information such as: Lists of Organizations that hold powers-of-attorney; Complete VA diagnostic codes; uniform entry information for Branch of Service, Discharge Codes and others. This prevents the necessity of stopping data entry while this information is looked up elsewhere.

There is a rapid search feature for locating veterans records and records may be searched on most common data fields using a user supplied search phrase. There are three user defined searchable fields on the personal data screen. On most fields, records can be searched for search phrases that are equal to or not equal to the search phrase.

VetRex affords the ability to track up to ten separate claims per veteran on a claims screen. Data may be entered into each claim reflecting primary and secondary VA diagnostic codes, claim filed date, claim award date, rating percentage, Notice of Disagreement filed date, Statement Of the Case (SOC) date, Supplemental Statement of the Case (SSOC) date, 1-9 filed date, 646 filed date, Office code, Agent code, Type code, VA End Product Code, Claimant type Veteran/Spouse/Child), date claim received, required review date, hearing date, BVA appeal date, BVA status, effective date of award. monthly award and retroactive award date. As claims and information are entered, the total disability rating is automatically calculated and shown using the VA combined rating formula. The claims screen permits the user to enter a freeform memo for each claim as well as a general memo for all claims.

VetRex is designed to save work and eliminate repetitive tasks and is designed to be as customizable as possible so it can be adapted to the local way of doing things rather than having to alter your style of keeping records. VetRex has several built in reports including: almost all of the information in the veterans record, pending action reports; veterans selected by category and others. You can use the industry standard Crystal Reports software or Microsoft Access to create your own specialized reports.

VetRex has a built-in macro system that allows the user to define two-letter macro tokens. A form letter can be prepared by inserting the macro tokens in the letter. When the letter is printed, the macro tokens are replaced with information from the Veteran's file. Boiler plate letters can be prepared in advance to request information for a veteran's claim, to transmit documents, to write letters to clients and many other useful functions.

Each topic of a veteran's record has its own associated memo such as military service, income, children, etc. The memos can be designed by the administrator to suit local needs. They may be printed, incorporated into claims or used to record freeform information not otherwise stored in the database.

Prior to entering a new record, a default template can be loaded to supply information common to all veterans in the area. The default template loaded when a new veterans record is added may be altered locally to supply local area codes, Zip codes, Agents names, State and other common data.

The VetRex diary logs every form printed, every telephone call and every office visit. You can customize VetRex to enter other information you need into the diary with just the click of a button. A statistics report reads the diary and produces a report for you of all phone calls, office visits, forms printed etc., during a period of time you specify.

VetRex contains scanned images of VA forms. All that is necessary to print a form is to select the veteran's name, select the form to be printed and the form will appear on the screen with the data from the database filled in. The completely filled in form is printed on the local or network printer. New records may be entered into the database by filling out any of the forms on screen. The information from the form is stored in the veterans database and is available to all other forms. Each time a form is completed on a particular veteran, more information is stored in the database until all necessary information is obtained. When another form is loaded, the previously entered information will be automatically inserted into the proper input blocks on the form. As additional forms are completed, the additional information is stored in the database. You can fax or email the contents of the form as well as printing it.

Compare this method with filling out forms by hand or on a typewriter. Doing it manually, you have to keep re-entering the information over and over on every form. With VetRex, you enter the information once.

VetRex has built-in document scanning capabilities. If you have a TWAIN compatible scanner, you can scan documents directly into a veteran’s record, retrieve them and print as many copies as you need, as often as you want.

VetRex uses Microsoft Access style databases. You can use Access to manipulate the data files and produce reports and add-on functions using Access

and tools designed to work with Access. You can configure VetRex to require logon names and passwords for local security.

If you have multiple offices, you can easily export records from one VetRex system to another by sending the record via email, on a floppy disk, or by uploading it with a communications program.

VetRex is fully networkable on any kind of common network including the built in networking in Windows 95/98/ME/NT or Novell networks. All veteran data files and memo files are stored on one computer on the network and all records are available to all workstations on the network. There is no internal limit to the number of veterans records that may be entered or stored. Records entered on one workstation are immediately available to all other workstations.

VetRex has built-in time accounting. You can produce a report that details the time spent on each client for any time period you specify.

VetRex is distributed on Compact Disk (CD). A printed user manual is supplied with each copy of VetRex.

VetRex works best on a Pentium machine with 32 or more megabytes of RAM but will work fine, but slower, on a 486-66 or better machine with 16 megabytes. Windows 95/98/ME or Windows NT/2000/XP is required.

VetRex will always stay current with the latest changes to Laws, Rules, Regulations, VA Forms and updates to VetRex itself by using its automatic update feature. As long as one computer in your office has broadband Internet access, VetRex will check the NVOIS Update Server and automatically update itself with little or no intervention on your part.

The full price of VetRex, with The VSO BookShelf, including software license for one year, immediate automatic updates and unlimited technical support via our 800 number is only

$799.00 per Office (no per user license)

The annual License, quarterly updates and unlimited technical support fee is only

Per Year $449.00*

***$499 for updates if you don't use the automatic Internet updater and we need to mail you a new update CD every three months.**

Want to see VetRex in action on your own computer?

Click here to request our FREE 30 day Demo of VetRex 6.54!

VetRex

A comparison between VetRex and VIMS, the other Veterans' Software on the market:

Software Features	VetRex	VIMS
TRUE 32 BIT WINDOWS PROGRAM?	YES	NO
CUT AND PASTE BETWEEN PROGRAM AND OTHER WINDOWS APPLICATIONS?	YES	NO
ABILITY TO LINK DATABASE TO OTHER WINDOWS APPLICATIONS AND USE MICROSOFT ACCESS TO ACCESS THE VETERANS DATA?	YES	NO
EXTRA CHARGE FOR MORE WORKSTATIONS?	NO	YES
EXTRA CHARGE FOR LARGE NUMBER OF VETERANS RECORDS?	NO	YES
ANNUAL LICENSE/UPDATES AND TECH SUPPORT	$449	$700
NUMBER OF VA FORMS INCLUDED WITH SOFTWARE	82	24
FILL OUT VA FORMS ON SCREEN?	YES	NO
ABILITY TO CREATE AND USE MACRO FORM LETTERS?	YES	NO
IMPORT INFORMATION FROM VA FORM TO DATABASE?	YES	NO
ABILITY TO ADD YOUR OWN FORMS	YES	NO
DIARY TO TRACK ACTIONS TAKEN ON A VETERANS RECORD?	YES	NO
USE ANY WINDOWS BASED TEXT EDITOR YOU PREFER WITH THE SOFTWARE?	YES	NO
USE CRYSTAL REPORTS TO DESIGN YOUR OWN REPORTS?	YES	NO
TOTALLY CONFIGURABLE DECIDE WHERE YOU WANT YOUR DATA RECORDS KEPT ON ANY WORKSTATION OR NETWORK SERVER?	YES	NO
EXPORT AND IMPORT RECORDS TO/FROM OTHER LOCATIONS WITH VETREX, YOU CAN EXPORT A RECORD AND SEND IT VIA EMAIL TO ANOTHER OFFICE SEND THE CONTENTS OF VA FORMS VIA INTERNET EMAIL	YES	NO UNLESS YOU PAY MORE
USE WINDOWS DIAL UP NETWORKING TO SYNCHRONIZE DATABASES BETWEEN REMOTE LOCATIONS?	YES	NO

USE WINDOWS "POINT AND CLICK" INTERFACE TO MOVE EFFORTLESSLY BETWEEN DATA SCREENS AND FEATURES	YES	NO
FREELY ACCESSABLE INTERNET WEBSITE FOR UPDATES AND 24 HOUR CUSTOMER SUPPORT - AUTOMATIC NOTIFICATION OF UPDATES	YES	NO
ABILITY TO SCAN DD214, 21-22, ETC	YES	?

- **Unlike other software, there is no additional charge for the number of records you store**
and
no additional charge for using VetRex on additional workstations.

- **VetRex is a sixth generation 32 bit Windows Application that runs under Windows/95/98/ME/NT/2000/XP**

- **VetRex is the software of choice for the Department of Veterans Affairs in several states.**

- **VetRex offers many features that are a result of suggestions from our customers. We listen to our customers.**

- **VetRex is a true Windows program, not part Windows and part DOS like other software.**

- **VetRex has over 80 VA Forms, more than TRIPLE the amount of the competition.**

- **VetRex has built-in time accounting to keep track of time spent with each client.**

Line Item Transfer
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Melissa Goins, J.P. Pct. #3
Department: J.P. Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP3.

Background

Requesting additonal funds to pay Language Line Invoices for the remainder of the 2010-2011 fiscal year due to a state contract rate increase from $.84 per minute to $1.24. A balance of $127.00 remains after approving the April invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-004350	Printed Material & Binding	1500.00	
To	0100-0453-004141	Interpretors	1500.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/10/2011 09:16 AM	APRV
4	Budget	Ashlie Koenig	05/10/2011 04:25 PM	APRV

Form Started By: Melissa Goins — Started On: 05/09/2011 06:28 PM

Final Approval Date: 05/10/2011

Line Item Transfer
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Judy Kocian, District Attorney
Submitted For: Judy Kocian
Department: District Attorney
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the District Attorney

Background

Need additional office supplies to get us through end of year

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003010	Computer equipment	1000.00	
To	0100.0440.003100	Office Supplies	1000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/11/2011 10:14 AM	APRV
4	Budget	Ashlie Koenig	05/11/2011 11:30 AM	APRV

Form Started By: Judy Kocian Started On: 05/10/2011 02:35 PM

Final Approval Date: 05/11/2011

Consider approving a line item transfer for JP2
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Delma Doggett, J.P. Pct. #2
Submitted For: Delma Doggett
Department: J.P. Pct. #2
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP2.

Background

To transfer funds for the purchase of one additional utitlity table that matches the three that we already have. This table is being discontinued and needs to be purchased now so that the size and appearance will match the existing tables. This way they can be used together to make a larger table.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0452-003005	Office Furniture	145.00	
From	0100-0452-004999	Miscellaneous	145.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/11/2011 10:14 AM	APRV
4	Budget	Ashlie Koenig	05/11/2011 11:31 AM	APRV

Form Started By: Delma Doggett — Started On: 05/10/2011 02:46 PM

Final Approval Date: 05/11/2011

Line Item Transfer
Commissioners Court - Regular Session

Date: 05/17/2011
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 All County Courts Budget

Background

On 5/3/11, agenda item #17, the Court approved a re-org for the District Courts moving the Indigent Defense Coordinator position out of the All County Courts budget and into the All District Courts budget. This line item transfer moves funding accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-001100	All Cty Cts/Salary	$20,703.15	
From	0100-0425-002010	All Cty Cts/FICA	$1,929.56	
From	0100-0425-002020	All Cty Cts/Retirement	$2,362.56	
From	0100-0425-002030	All Cty Cts/Insur	$2,344.40	
From	0100-0425-002050	All Cty Cts/Work Comp	$43.67	
From	0100-0425-003100	All Cty Cts/Office Supplies	$1.90	
From	0100-0425-004211	All Cty Cts/Telephone	$83.91	
From	0100-0425-004212	All Cty Cts/Postage	$56.00	
From	0100-0425-004232	All Cty Cts/Training	$1,000.00	
To	0100-0435-001100	All Dist Cts/Salary	$20,703.15	
To	0100-0435-002010	All Dist Cts/FICA	$1,929.56	
To	0100-0435-002020	All Dist Cts/Retirement	$2,362.56	
To	0100-0435-002030	All Dist Cts/Insur	$2,344.40	
To	0100-0435-002050	All Dist Cts/Work Comp	$43.67	
To	0100-0435-003100	All Dist Cts/Office Supplies	$1.90	
To	0100-0435-004211	All Dist Cts/Telephone	$83.91	
To	0100-0435-004212	All Dist Cts/Postage	$56.00	
To	0100-0435-004232	All Dist Cts/Training	$1,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig	Started On: 05/11/2011 12:58 PM
Final Approval Date: 05/12/2011	

County Attorney LIT 05-17-2011
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

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

Background

To take care of an FMLA issue. Please contact Julie Kiley for questions.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0475.001100	F/T Salaries	$18,120.10	01
From	0100.0475.001109	Cell Phone Stipend	$1,062.32	02
From	0100.0475.002010	FICA	$10,036.87	03
From	0100.0475.002020	Retirement	$1,657.95	04
To	0100.0475.000406	Transfer to Co Atty Hot Check	$30,877.24	05

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/11/2011 04:24 PM
Final Approval Date: 05/12/2011

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate aciton on the approval of a Line Item Transfer for Road & Bridge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-003500	Asphalt	$350,000.00	
TO	0200-0210-004100	Professional Services	$350,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/12/2011 11:49 AM	APRV
4	Budget	Ashlie Koenig	05/12/2011 12:02 PM	APRV

Form Started By: Lydia Linden — Started On: 05/12/2011 09:21 AM

Final Approval Date: 05/12/2011

To discuss and consider approving a line item transfer for County Court at Law No. 3

Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Cynthia McIntyre, County Court At Law #3
Submitted For: Cynthia McIntyre
Department: County Court At Law #3
Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for County Court at Law No. 3

Background

New elected official replacing items in office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-428-3010	Computer Equipment	700.00	
To	100-428-3100	Office Supplies	700.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/12/2011 03:08 PM	APRV
4	Budget	Ashlie Koenig	05/12/2011 03:25 PM	APRV

Form Started By: Cynthia McIntyre Started On: 05/12/2011 11:43 AM

Final Approval Date: 05/12/2011

May 4 2011 Williamson County Investment Committee Meeting
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the investment report for January February and March 2011 and the Quarter ending March 31 2011 which was approved by the investment committee on May 4 2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Investment Meeting May 4 2011

Form Routing/Status

Form Started By: Celia Villarreal	Started On: 05/05/2011 03:07 PM
Final Approval Date: 05/10/2011	

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MEETING AGENDA

May 4, 2011

2:00 p.m.

1. Accept/Approve agenda
2. Approve minutes of January 24, 2011
3. Review/Approve Investment Reports for January, February, and March 2011 And the Quarter Ending March 31, 2011
4. Accept Training Certification for Deborah Hunt, County Tax Assessor/Collector
5. Economic Review
6. Misc.
7. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

January 24, 2011

The Williamson County Investment Committee met on Monday, January 24, 2011 at 2:05 p.m. in the County Judge's Conference Room. Committee members present were: Dan A. Gattis, County Judge, Valerie Covey, Commissioner, Pct. 3, Deborah M. Hunt, County Tax Assessor/Collector, David U. Flores, County Auditor and Vivian L. Wood, County Treasurer. Greg Warner, representing First Southwest Asset Management (FSAM), and Kathy Kohutek, First Assistant Treasurer, were also in attendance.

Judge Gattis called the meeting to order at 2:05 p.m. The proposed agenda was accepted as presented. Minutes of October 6th, 2010 were reviewed. A motion was made by Mr. Flores to accept the minutes as presented, second by Ms Hunt. Motion carried.

The Committee reviewed and discussed the Investment Reports for September, October, November, and December, 2010. Ms. Wood reported to the Committee that the Re-Purchase agreement matured on December 15, 2010. The investment was earning an interest rate that we will not see in the immediate future; thus, the interest income will be reduced. She also reported that step-ups are being purchased when available. Mr. Warner reviewed the Williamson County Investment Portfolio Summary for Qtr ending September, 2010. A motion was made by Ms. Covey to accept the Investment Reports as presented, second by Ms. Hunt. Motion carried.

Training certification for Mr. Dan A. Gattis, County Judge and Mr. David U. Flores, County Auditor were accepted on a motion from Ms. Covey and second by Ms. Wood. Motion carried.

Mr. Warner provided insight to the Economic Review, suggesting that the Global Economy shows signs of stalling and there are no indications that interest rates will be improving. Discussion was held regarding buying Municipal Bonds with Mr. Warner explaining of the loss of liquidity of funds and suggesting we look for short term in belief that the Feds are on hold for the rest of this year.

Ms. Wood brought a proposal for investments by Randall Chandler. Collateralization of the investments is unclear and Committee recommended no participation at this time.

There being no other business, Judge Gattis declared the meeting adjourned at 3:25 p.m.

JANUARY 2011 COUNTY INVESTMENT
FY 2011
INTEREST RATE: TEXPOOL PRIME 0.203% -- TEXPOOL 0.159% -- TEXSTAR 0.164%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 12/31/2010	TOTAL INTEREST	BALANCE 1/31/2011	BALANCE 12/31/2010	TOTAL INTEREST	BALANCE 1/31/2011	BALANCE 12/31/2010	TOTAL INTEREST	BALANCE 1/31/2011	TOTAL BALANCE IN ACCOUNT 1/31/2011	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADR FUND	179,527.62	24.23	179,551.85										24.23	**179,551.85**
CHILD SAFETY	68,436.10	9.17	68,435.17										9.17	**68,435.17**
CRTHSE SEC	77,579.54	10.45	77,589.99										10.45	**77,589.99**
CO RECORD ARC	406,391.59	54.72	406,446.31							1,300,000.00		5/7/11	54.72	**1,706,446.31**
COUNTY RMP	846,858.01	114.09	846,972.10										114.09	**846,972.10**
CT RPTR SVC	685,358.82	92.38	685,451.20										92.38	**685,451.20**
GENERAL FUND	19,562,509.96	250.83	37,462.78	32,352,194.03	8,325.96	62,825,903.99				14,999,800.00		9/26/11	8,576.79	**77,863,166.77**
JUSTICE CRT TECH	525,467.31	70.82	525,538.13										70.82	**525,538.13**
LIBRARY FUND	604,315.58	81.44	604,397.02										81.44	**604,397.02**
KARST	1,153,384.97	211.07	1,653,596.04										211.07	**1,653,596.04**
RMP	906,444.01	122.13	906,566.14										122.13	**906,566.14**
TCEQ AIR CHECK GRA	597,183.93	114.09	1,222,352.95										114.09	**1,222,352.95**
TOBACCO FUNDS	8,399.19	1.12	8,400.31	561,878.45	96.98	561,975.43				3,200,000.00		9/15/11	98.10	**3,770,375.74**
GEN FUND TOTAL	25,621,856.63	1,156.54	7,222,759.99	32,914,072.48	8,422.94	63,387,879.42	0.00	0.00	0.00	19,499,800.00	-		9,579.48	**90,110,439.41**
CO'S & BOND													-	-
2007 PARK BONDS				1,095,132.49	541.15	3,390,832.49							541.15	**3,390,832.49**
2007 ROAD BONDS	24,389,489.36	3,287.00	24,392,776.36	50,784,885.09	8,145.48	40,413,356.80				32,011,131.94		4/27/11	11,432.48	**64,806,133.16**
C O SERIES 2006				21,020,946.69	3,618.04	20,838,197.13							3,618.04	**20,838,197.13**
GF BOND 01	3,057.85	0.35	3,058.20	9,765,581.62	1,681.82	9,678,505.93	155,583.40	21.63	155,605.03				1,703.80	**9,837,169.16**
PARKS LIMITED TAX BONDS 2009							1,887,485.62	262.39	1,887,748.01				262.39	**1,887,748.01**
PASS THROUGH TOLL LT BD 2009				12,317,449.43	2,090.93	11,799,182.85				5,000,000.00		9/26/11	2,090.93	**16,799,182.85**
CO'S & BONDS TOTAL	24,392,547.21	3,287.35	24,395,834.56	94,983,995.32	16,077.42	86,120,075.20	2,043,069.02	284.02	2,043,353.04	37,011,131.94	-		19,648.79	**149,570,394.74**
2008 TAN	97,238.62	13.09	97,251.71	4,552,333.91	785.73	4,552,269.52							798.82	**4,649,521.23**
COUNTY BENEFITS	13,139.64	1.78	13,141.42	372,970.78	123.16	365,749.94							124.94	**378,891.36**
DEBT SERVICE	484,404.91	65.26	484,470.17	30,706,338.76	7,686.88	52,141,078.17				9,994,375.00		4/27/11	7,752.14	**62,619,923.34**
ROAD AND BRIDGE	24,432.90	3.27	24,436.17	8,503,007.03	1,573.25	10,837,451.86				8,494,375.00		4/27/11	1,576.52	**19,156,263.03**
SE ROAD DIST	17,820.93	2.43	17,823.36										2.43	**17,823.36**
SW ROAD DIST	878,577.89	118.42	878,696.31										118.42	**878,696.31**
NE RR ROAD DIST	0.00													-
WC SH45 FUND													-	-
TOTALS	51,530,018.73	4,648.14	33,134,413.69	172,032,718.28	34,669.38	217,204,504.11	2,043,069.02	284.02	2,043,353.04	74,999,681.94	0.00		39,601.54	327,381,952.78

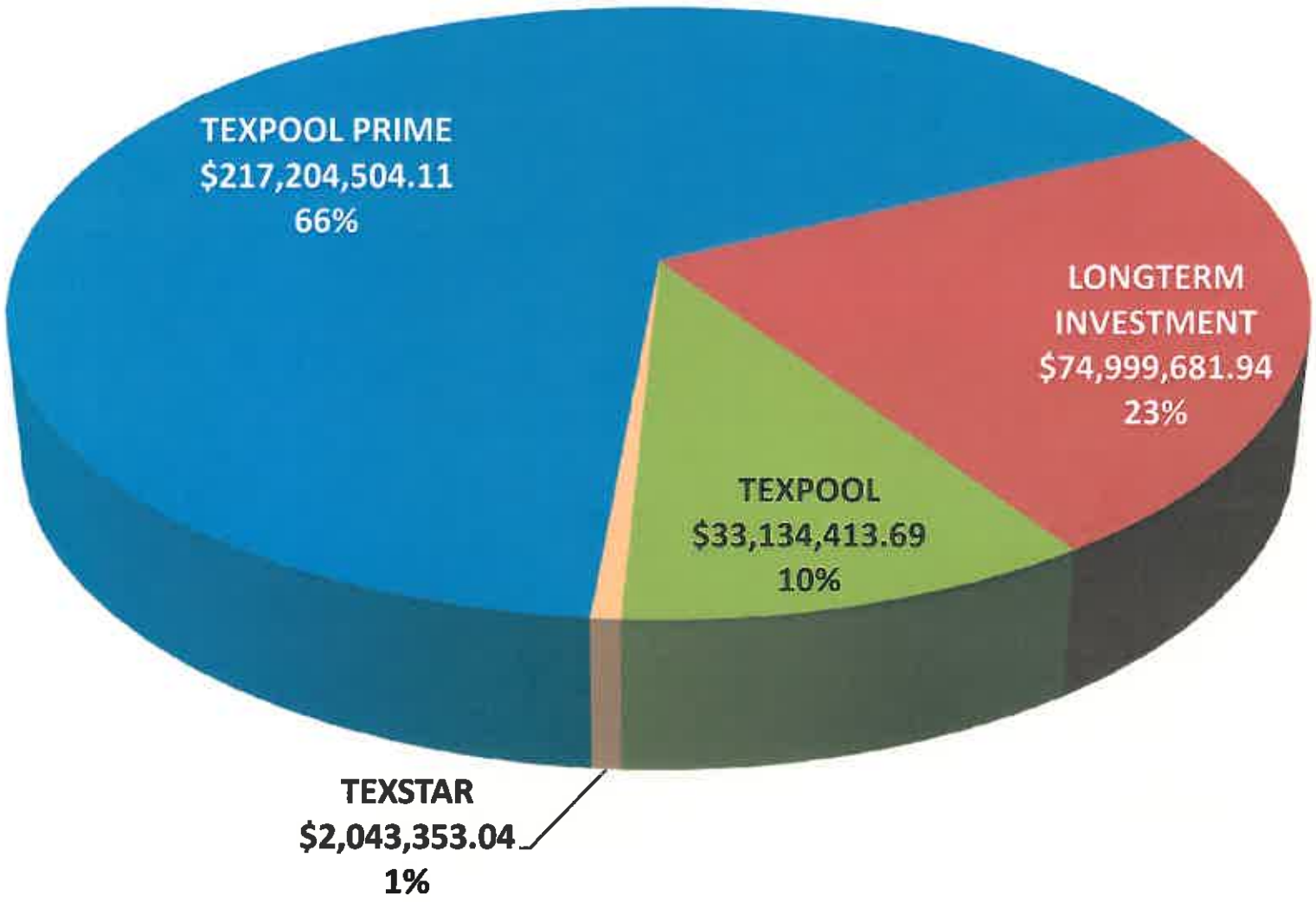
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; JANUARY 2011 INTEREST RATE 0.440%

Vivian L. Wood

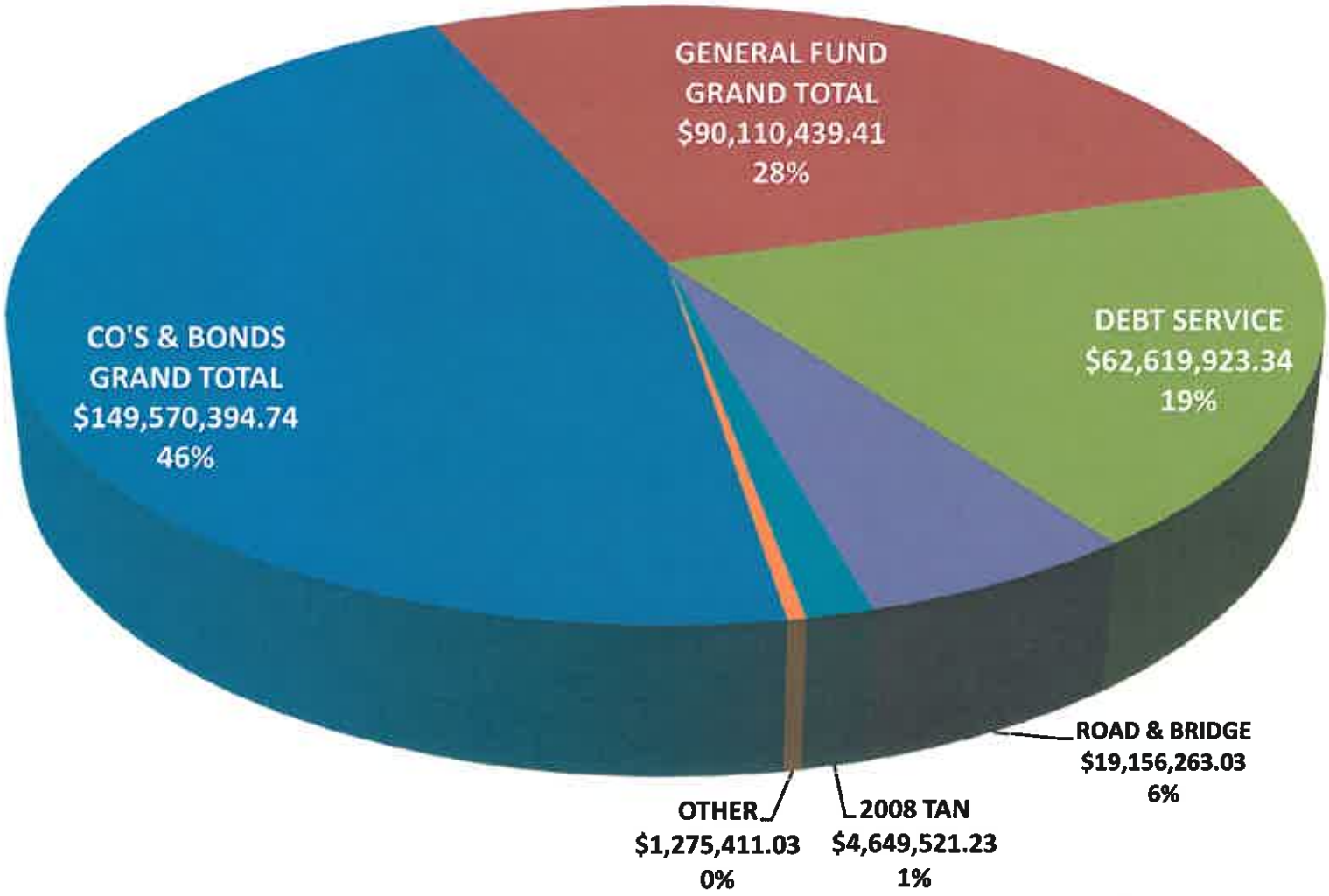
Vivian L. Wood
Williamson County Treasurer

2-15-11
DATE

FY 2011 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF JANUARY 31, 2011



FY 2011 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF JANUARY 31, 2011



*The "OTHER" category is made of the County Benefits, SE Road District and SW Road District.

JANUARY 2011 NON-COUNTY INVESTMENT

FY 2011

INTEREST RATE: TEXPOOL PRIME 0.203% -- TEXPOOL 0.159% -- TEXSTAR 0.164%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TOTAL INTEREST ONLY	GRAND TOTAL (Including Interest)
	BALANCE 12/31/2010	TOTAL INTEREST	BALANCE 1/31/2011	BALANCE 12/31/2010	TOTAL INTEREST	BALANCE 1/31/2011		
ARR DIST 1 CONST	19,794.21	2.64	19,706.85				2.64	19,706.85
CITIES HEALTH DIST	76,355.23	10.33	76,365.56	1,519,632.62	262.30	1,519,894.92	272.63	1,596,260.48
CO DISTRICT CLERK	458,785.03	63.87	478,230.96				63.87	478,230.96
COUNTY CLERK	2,908,193.54	247.23	1,650,701.95				247.23	1,650,701.95
CSCD	754,557.51	161.62	1,254,719.13				161.62	1,254,719.13
DA DRUG FUND	122,530.86	16.51	122,547.37				16.51	122,547.37
DISTRICT ATTORNEY	102,638.20	13.72	112,515.70				13.72	112,515.70
MEDICAID	281,173.62	99.89	781,273.51				99.89	781,273.51
SHERIFF'S DRUG FUND	353,551.81	47.67	353,599.48				47.67	353,599.48
SHERIFF COMMISSARY	504,023.24	67.93	504,091.17				67.93	504,091.17
WC SCHOOL FUND					0.00	0.00	0.00	-	-
TOTALS	5,581,603.25	731.41	5,353,751.68	1,519,632.62	262.30	1,519,894.92	993.71	6,873,646.60

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; JANUARY 2011 INTEREST RATE 0.440%

Vivian L. Wood

Vivian L. Wood
Williamson County Treasurer

2-15-11
DATE

FEBRUARY 2011 COUNTY INVESTMENT

FY 2011

INTEREST RATE: TEXPOOL PRIME 0.190% -- TEXPOOL 0.147% -- TEXSTAR 0.148%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 1/31/2011	TOTAL INTEREST	BALANCE 2/28/11	BALANCE 1/31/2011	TOTAL INTEREST	BALANCE 2/28/11	BALANCE 1/31/2011	TOTAL INTEREST	BALANCE 2/28/11	TOTAL BALANCE IN ACCOUNT 2/28/2011	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADR FUND	179,551.85	20.23	179,572.08										20.23	**179,572.08**
CHILD SAFETY	68,435.17	7.75	68,433.75										7.75	**68,433.75**
CRTHSE SEC	77,589.99	8.70	77,598.69										8.70	**77,598.69**
CO RECORD ARC	406,446.31	45.83	406,492.14							1,300,000.00		5/7/11	45.83	**1,706,492.14**
COUNTY RMP	846,972.10	95.52	847,067.62										95.52	**847,067.62**
CT RPTR SVC	685,451.20	77.32	685,528.52										77.32	**685,528.52**
GENERAL FUND	**37,462.78**	**243.23**	**2,037,715.18**	**62,825,903.99**	**8,882.21**	**49,835,266.20**				**22,999,300.00**		**9/26/11**	**9,105.44**	**74,872,281.38**
JUSTICE CRT TECH	525,538.13	59.29	525,597.42										59.29	**525,597.42**
LIBRARY FUND	604,397.02	68.21	604,465.23										68.21	**604,465.23**
KARST	1,653,596.04	186.55	1,653,782.59										186.55	**1,653,782.59**
RMP	906,568.14	102.26	906,668.40										102.26	**906,668.40**
TCEQ AIR CHECK GRA	1,222,352.95	134.42	1,187,581.63										134.42	**1,187,581.63**
TOBACCO FUNDS	8,400.31	0.95	8,401.26	561,975.43	81.70	562,057.13				3,200,000.00		9/15/11	82.65	**3,770,458.39**
GEN FUND TOTAL	7,222,759.99	1,050.26	9,188,904.51	63,387,879.42	8,943.91	50,397,323.33	0.00	0.00	0.00	27,499,300.00	-		9,994.17	**87,085,527.84**
CO'S & BOND													-	-
2007 PARK BONDS				3,390,832.49	482.28	3,314,598.91							482.28	**3,314,598.91**
2007 ROAD BONDS	24,392,776.36	2,389.90	19,396,166.26	40,413,356.80	5,573.90	37,183,712.08				37,010,131.94		4/27/11	7,963.80	**56,579,878.34**
C O SERIES 2006				20,838,197.13	3,012.36	20,669,779.34							3,012.36	**20,669,779.34**
GF BOND 01	3,058.20	0.28	3,058.48	9,678,505.93	1,371.52	9,362,364.24	155,605.03	17.62	155,622.65				1,389.42	**9,521,045.37**
PARKS LIMITED TAX BONDS 2009							1,887,748.01	213.73	1,887,961.74				213.73	**1,887,961.74**
PASS THROUGH TOLL LT BD 2009				11,799,182.85	1,521.33	9,133,729.77				5,000,000.00		9/26/11	1,521.33	**14,133,729.77**
CO'S & BONDS TOTAL	24,395,834.56	2,390.18	19,399,224.74	86,120,075.20	11,961.39	79,664,184.34	2,043,353.04	231.35	2,043,584.39	42,010,131.94	-		14,582.92	**143,117,125.41**
2008 TAN	97,251.71	10.97	97,262.68	4,552,269.52	661.78	4,552,381.42							672.75	**4,649,644.10**
COUNTY BENEFITS	13,141.42	1.46	13,142.88	365,749.94	76.23	426,901.94							77.69	**440,044.82**
DEBT SERVICE	484,470.17	54.70	484,524.87	52,141,078.17	5,579.85	24,369,994.05				9,994,375.00		4/27/11	5,634.55	**34,848,893.92**
ROAD AND BRIDGE	24,436.17	2.76	24,438.93	10,637,461.86	1,587.16	12,139,039.02				8,494,375.00		4/27/11	1,589.92	**20,657,852.95**
SE ROAD DIST	17,823.36	2.00	17,825.36										2.00	**17,825.36**
SW ROAD DIST	878,696.31	99.11	878,795.42										99.11	**878,795.42**
NE RR ROAD DIST														-
WC SH45 FUND													-	-
TOTALS	**33,134,413.69**	**3,611.44**	**30,104,119.39**	**217,204,504.11**	**28,810.32**	**171,549,824.10**	**2,043,353.04**	**231.35**	**2,043,584.39**	**87,998,181.94**	**0.00**		**32,653.11**	**291,695,709.82**

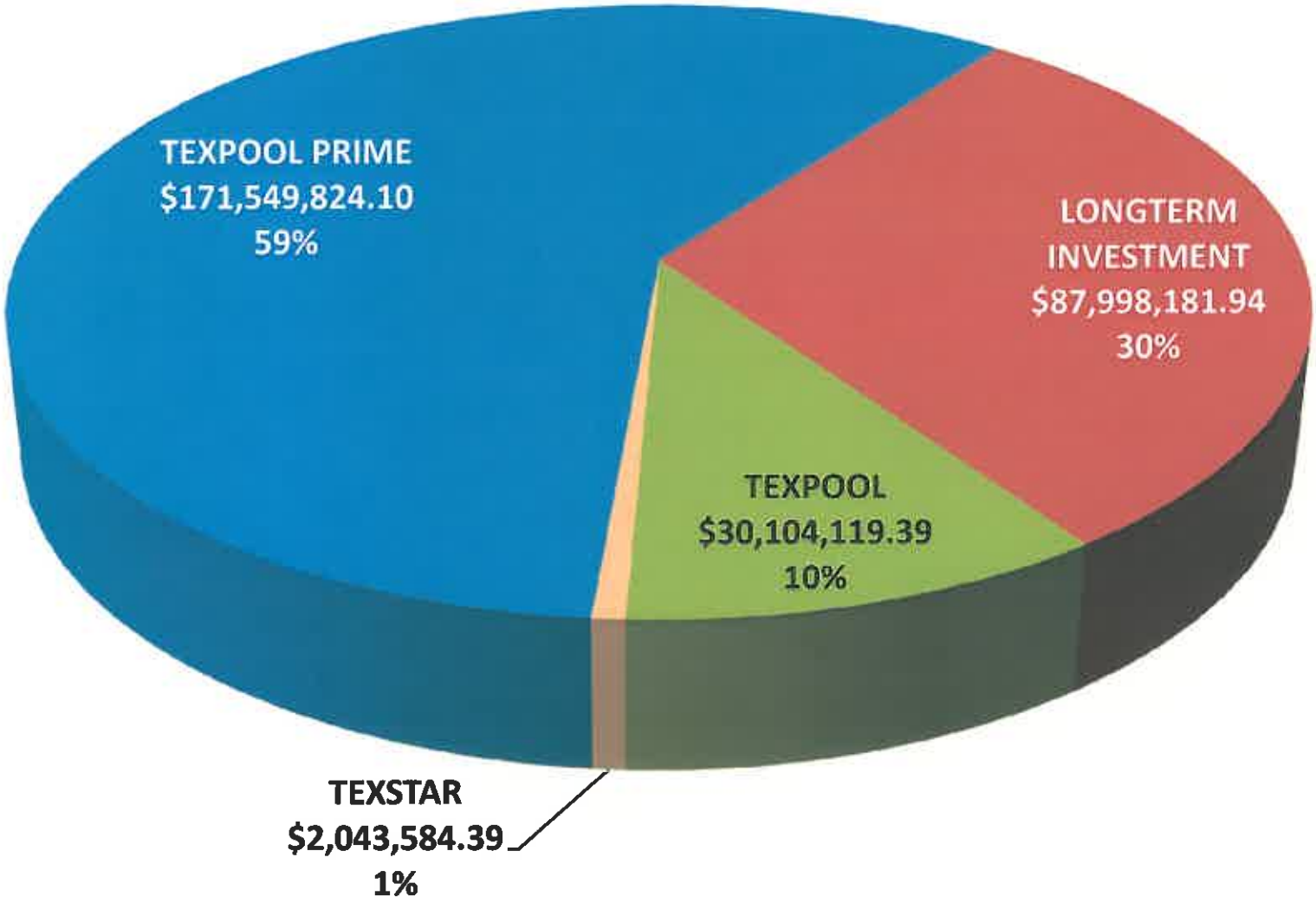
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; FEBRUARY 2011 INTEREST RATE 0.410%

Vivian L. Wood

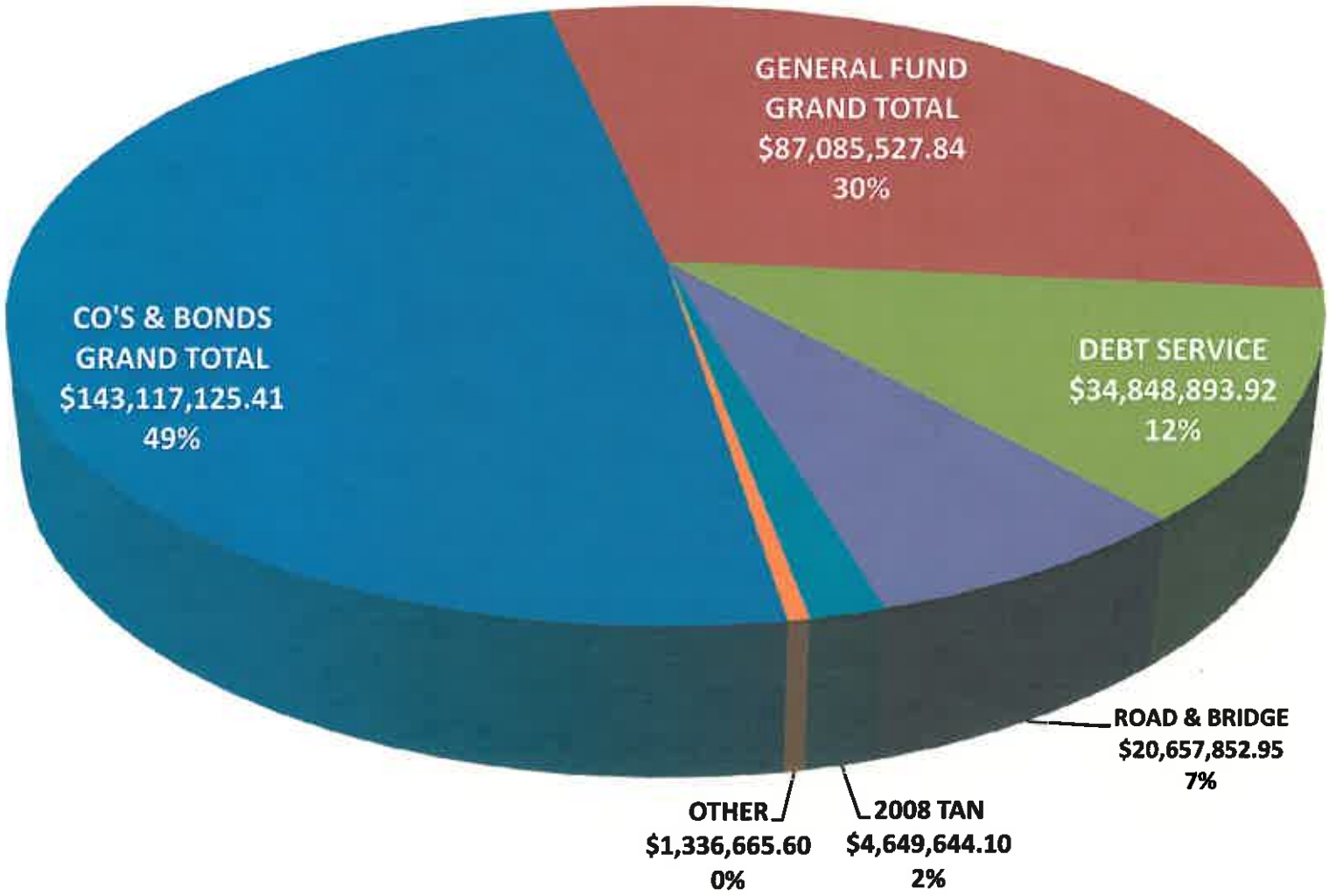
Vivian L. Wood
Williamson County Treasurer

3-4-2011
DATE

FY 2011 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF FEBRUARY 28, 2011



FY 2011 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF FEBRUARY 28, 2011



*The "OTHER" category is made of the County Benefits, SE Road District and SW Road District.

FEBRUARY 2011 NON-COUNTY INVESTMENT

FY 2011

INTEREST RATE: TEXPOOL PRIME 0.190% -- TEXPOOL 0.147% -- TEXSTAR 0.148%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TOTAL INTEREST ONLY	GRAND TOTAL (Including Interest)
	BALANCE 1/31/2011	TOTAL INTEREST	BALANCE 2/28/2011	BALANCE 1/31/2011	TOTAL INTEREST	BALANCE 2/28/2011		
ARR DIST 1 CONST	19,706.85	2.21	19,709.06				2.21	19,709.06
CITIES HEALTH DIST	76,365.56	8.63	76,374.19	1,519,894.92	220.97	1,520,115.89	229.60	1,596,490.08
CO DISTRICT CLERK	478,230.96	59.37	556,690.26				59.37	556,690.26
COUNTY CLERK	1,650,701.95	176.82	1,328,680.69				176.82	1,328,680.69
CSCD	1,254,719.13	119.85	954,838.98				119.85	954,838.98
DA DRUG FUND	122,547.37	13.82	122,561.19				13.82	122,561.19
DISTRICT ATTORNEY	112,515.70	13.25	121,011.41				13.25	121,011.41
MEDICAID	781,273.51	120.85	31,394.36				120.85	31,394.36
SHERIFF'S DRUG FUND	353,599.48	39.87	353,639.35				39.87	353,639.35
SHERIFF COMMISSARY	504,091.17	56.87	504,148.04				56.87	504,148.04
WC SCHOOL FUND				0.00	0.00	0.00	-	-
TOTALS	5,353,751.68	611.54	4,069,047.53	1,519,894.92	220.97	1,520,115.89	832.51	5,589,163.42

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; FEBRUARY 2011 INTEREST RATE 0.410%

Vivian L. Wood

Vivian L. Wood
Williamson County Treasurer

3-4-2011
DATE

MARCH 2011 COUNTY INVESTMENT
FY 2011
INTEREST RATE: TEXPOOL PRIME 0.184% -- TEXPOOL 0.146% -- TEXSTAR 0.141%

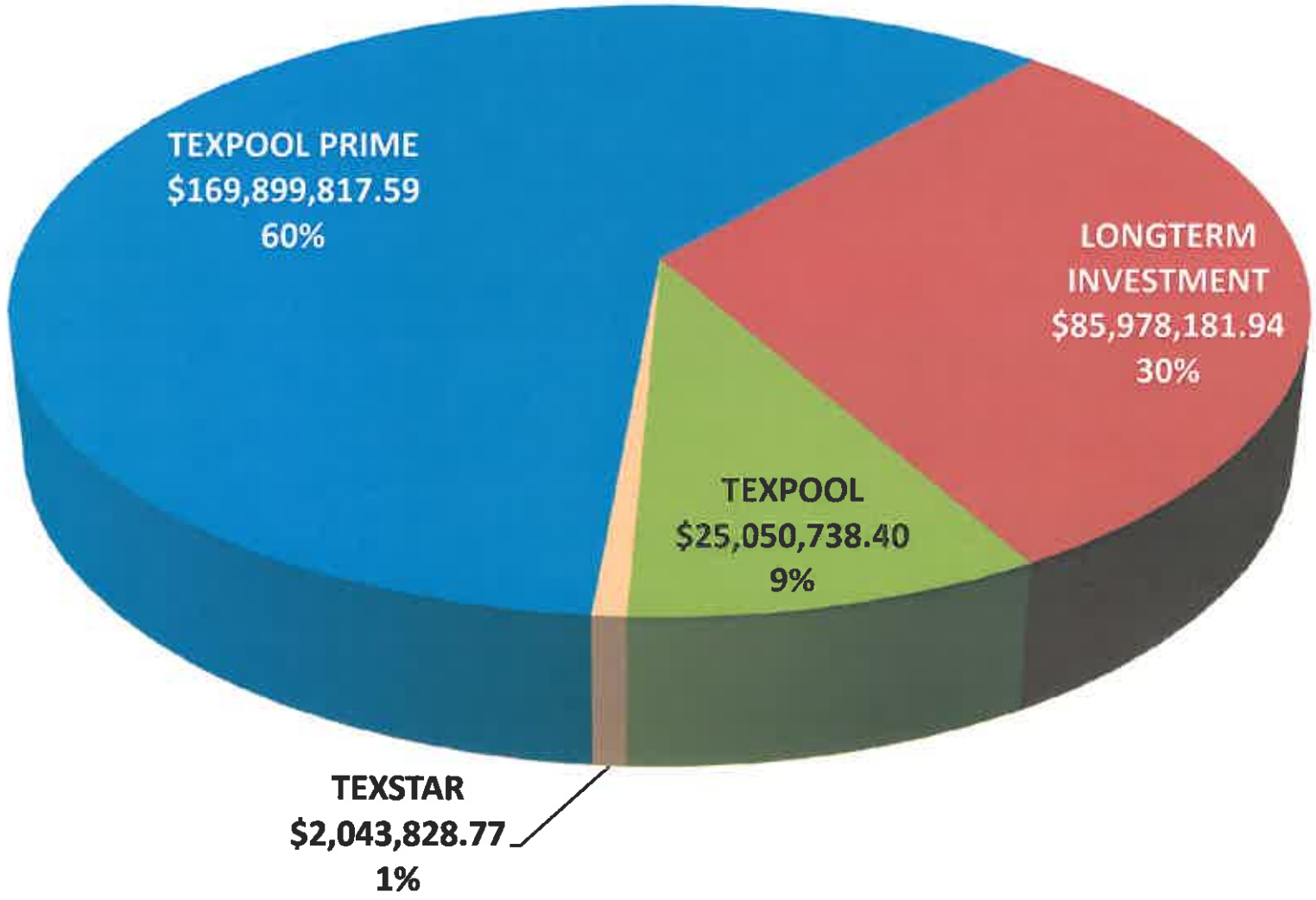
ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 2/28/11	TOTAL INTEREST	BALANCE 3/31/11	BALANCE 2/28/11	TOTAL INTEREST	BALANCE 3/31/11	BALANCE 2/28/11	TOTAL INTEREST	BALANCE 3/31/11	TOTAL BALANCE IN ACCOUNT 3/31/11	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND														
ADR FUND	179,572.08	22.28	179,594.36										22.28	179,594.36
CHILD SAFETY	68,433.75	8.51	68,434.51										8.51	68,434.51
CRTHSE SEC	77,598.69	9.60	77,608.29										9.60	77,608.29
CO RECORD ARC	406,492.14	50.46	406,542.60							1,300,000.00		5/7/11	50.46	1,706,542.60
COUNTY RMP	847,067.62	105.14	847,172.76										105.14	847,172.76
CT RPTR SVC	685,528.52	85.09	685,613.61										85.09	685,613.61
GENERAL FUND	2,037,715.18	116.17	37,839.10	49,835,266.20	7,702.27	49,842,968.47				21,999,300.00	1,250.00	9/12/11	9,068.44	71,880,107.57
JUSTICE CRT TECH	525,597.42	65.25	525,662.67										65.25	525,662.67
LIBRARY FUND	604,465.23	75.03	604,540.26										75.03	604,540.26
KARST	1,653,782.59	205.25	1,653,987.84										205.25	1,653,987.84
RMP	906,668.40	109.89	876,778.29										109.89	876,778.29
TCEQ AIR CHECK GR/	1,187,581.63	144.98	1,160,956.29										144.98	1,160,956.29
TOBACCO FUNDS	8,401.26	1.02	8,402.28	562,057.13	87.92	562,145.05				3,200,000.00		9/15/11	88.94	3,770,547.33
GEN FUND TOTAL	9,188,904.51	998.67	7,133,132.86	50,397,323.33	7,790.19	50,405,113.52	0.00	0.00	0.00	26,499,300.00	1,250.00		10,038.86	84,037,546.38
CO'S & BOND														
2007 PARK BONDS				3,314,598.91	189.31	122,843.06				2,986,500.00		12/6/11	189.31	3,109,343.06
2007 ROAD BONDS	19,396,166.26	2,202.27	16,398,368.53	37,183,712.08	5,788.10	41,663,489.36				33,003,631.94	22,625.00	4/27/11	30,615.37	58,084,482.89
C O SERIES 2006				20,669,779.34	3,226.32	20,573,410.51							3,226.32	20,573,410.51
GF BOND 01	3,058.48	0.31	3,058.79	9,362,364.24	1,447.01	9,216,902.31	155,622.65	18.61	155,641.26				1,465.93	9,375,602.36
PARKS LIMITED TAX BONDS 2009							1,887,961.74	225.77	1,888,187.51				225.77	1,888,187.51
PASS THROUGH TOLL LT BD 2009				9,133,729.77	1,313.15	7,360,313.77				5,000,000.00		9/26/11	1,313.15	12,360,313.77
CO'S & BONDS TOTAL	19,399,224.74	2,202.58	16,401,427.32	79,664,184.34	11,963.89	78,936,959.01	2,043,584.39	244.38	2,043,828.77	40,990,131.94	22,625.00		37,035.85	138,372,347.04
2006 TAN	97,262.68	12.03	97,274.71	4,552,381.42	712.10	4,553,093.52							724.13	4,650,368.23
COUNTY BENEFITS	13,142.88	1.64	13,144.52	426,901.94	75.11	169,796.92							76.75	182,941.44
DEBT SERVICE	484,524.87	60.12	484,584.99	24,369,994.05	3,761.15	23,693,916.66				9,994,375.00		4/27/11	3,821.27	34,172,876.65
ROAD AND BRIDGE	24,438.93	3.02	24,441.95	12,139,039.02	1,898.94	12,140,937.96				8,494,375.00		4/27/11	1,901.96	20,659,754.91
SE ROAD DIST	17,825.36	2.23	17,827.59										2.23	17,827.59
SW ROAD DIST	878,795.42	109.04	878,904.46										109.04	878,904.46
NE RR ROAD DIST														-
WC SH45 FUND													-	-
TOTALS	30,104,119.39	3,389.33	25,050,738.40	171,549,824.10	26,201.38	169,899,817.59	2,043,584.39	244.38	2,043,828.77	85,978,181.94	23,875.00		53,710.09	282,972,566.70

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; MARCH 2011 INTEREST RATE 0.405%

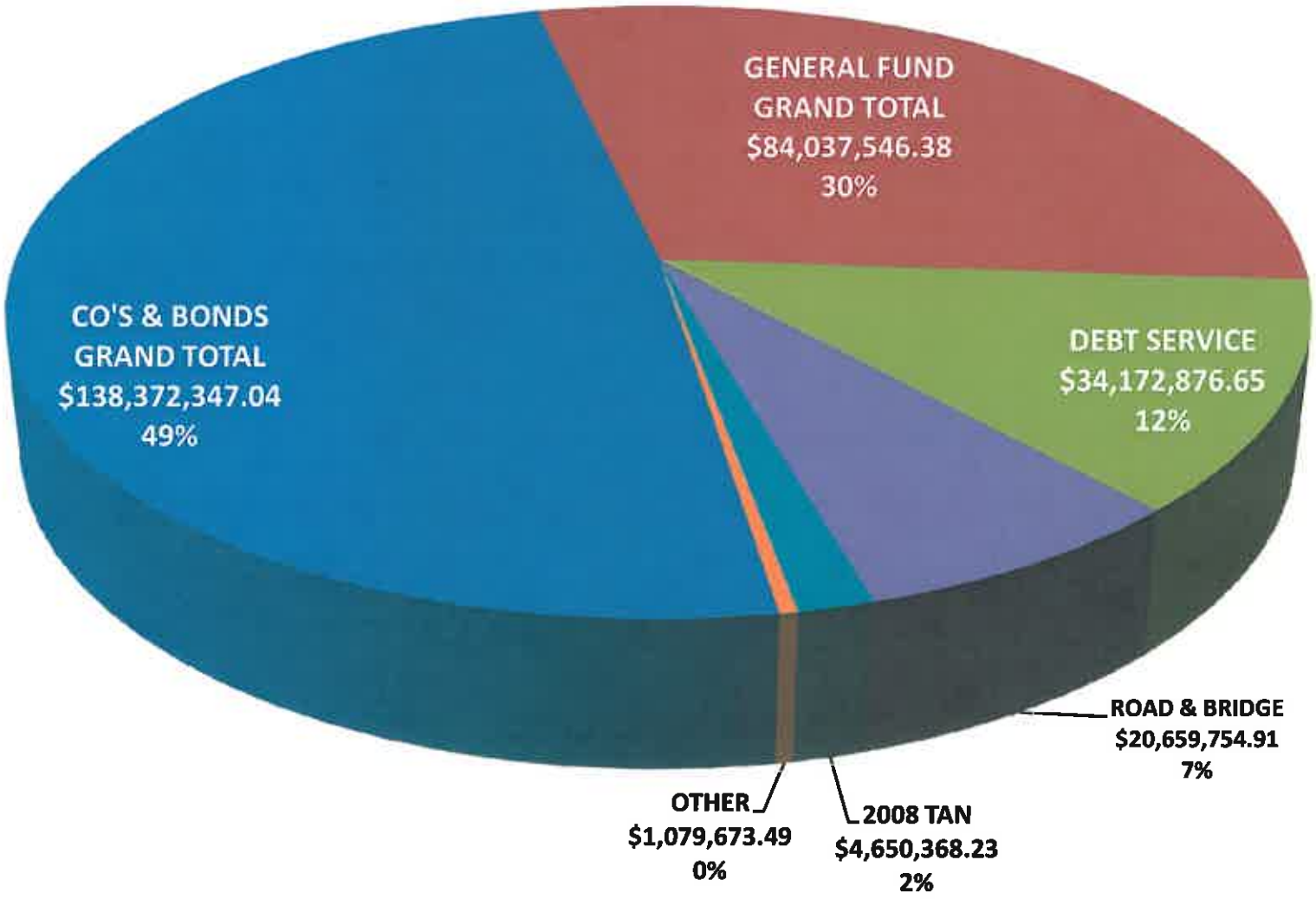
Vivian L. Wood
Williamson County Treasurer

4-13-11
DATE

FY 2011 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF MARCH 31, 2011



FY 2011 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF MARCH 31, 2011



*The "OTHER" category is made of the County Benefits, SE Road District and SW Road District.

MARCH 2011 NON-COUNTY INVESTMENT

FY 2011

INTEREST RATE: TEXPOOL PRIME 0.184% – TEXPOOL 0.146% – TEXSTAR 0.141%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 2/28/2011	TOTAL INTEREST	BALANCE 3/31/11	BALANCE 2/28/2011	TOTAL INTEREST	BALANCE 3/31/11		
ARR DIST 1 CONST	19,709.06	2.16	16,840.72				2.16	**16,840.72**
CITIES HEALTH DIST	76,374.19	9.51	76,383.70	1,520,115.89	237.79	1,520,353.68	247.30	**1,596,737.38**
CO DISTRICT CLERK	556,690.26	68.91	556,759.17				68.91	**556,759.17**
COUNTY CLERK	1,328,680.69	162.66	1,303,776.36				162.66	**1,303,776.36**
CSCD	954,838.98	118.54	954,957.52				118.54	**954,957.52**
DA DRUG FUND	122,561.19	15.23	122,576.42				15.23	**122,576.42**
DISTRICT ATTORNEY	121,011.41	14.56	111,353.32				14.56	**111,353.32**
MEDICAID	31,394.36	3.88	31,398.24				3.88	**31,398.24**
SHERIFF'S DRUG FUND	353,639.35	43.89	353,683.24				43.89	**353,683.24**
SHERIFF COMMISSARY	504,148.04	62.60	504,210.64				62.60	**504,210.64**
WC SCHOOL FUND				0.00	0.00	0.00	-	-
TOTALS	4,069,047.53	501.94	4,031,939.33	1,520,115.89	237.79	1,520,353.68	739.73	5,552,293.01

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; MARCH 2011 INTEREST RATE 0.405%

Vivian L. Wood

Vivian L. Wood
Williamson County Treasurer

4-13-11
DATE

FirstSouthwest
A PlainsCapital Company

Investment Portfolio Summary

Williamson County

WILLIAMSON COUNTY
1848

For the Quarter Ended

March 31, 2011

Prepared by
FirstSouthwest Asset Management

FirstSouthwest
A PlainsCapital Company.

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Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

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Projected Fixed Income Cash Flows

MARKET RECAP:

Economic data took a back seat during March as world events dominated headlines and dictated market movements for most of the month. As March began, investors were grappling with conflicts in the Middle East which had pushed oil prices above $100 per barrel. This raised concerns about not just inflation, but also the sustainability of the economic recovery in the face of gas prices that were quickly rising towards $4 per gallon. On March 11th, Japan was dealt a devastating blow as the strongest earthquake in its history struck the region, triggering a massive tsunami that wiped out dozens of coastal communities and severely damaged a nuclear power plant. The ensuing nuclear crisis gripped the markets for several weeks, sending stock prices around the globe sharply lower. U.S. bond markets benefitted from the familiar flight to safety, with Treasury yields across much of the curve falling to the lowest levels of the year. As the situation stabilized, yields rose and stock prices recovered, with both climbing back above pre-earthquake levels.

The U.S. economy continues to heal, but growth remains weak compared to historical norms for this stage of a recovery. Plenty of headwinds remain, including a housing market in disarray, stubbornly weak job growth, massive spending cuts by state and local governments, and rising gas prices to name a few. The Fed remains in ultra-accommodative mode, but recent speeches by some of the more hawkish members have raised expectations for future rate hikes. The most recent Bloomberg survey of economists projects the first rate hike will occur during Q1-2012. This fits the trend that seems to have a become a pattern over the last couple of years: we're always about twelve months away from the first hike.

For the Quarter Ended

March 31, 2011

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

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

Officer Names and Titles:

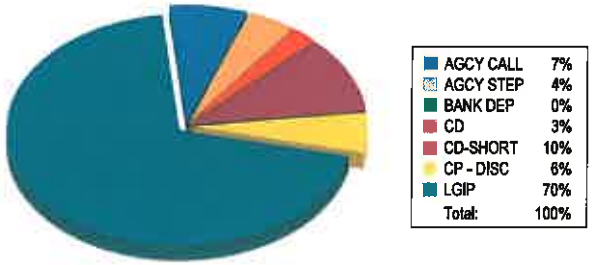
Vivian L Wood

Williamson County Treasurer

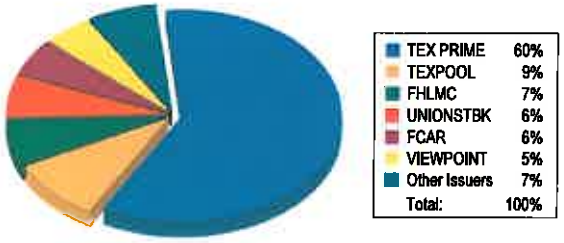
Account Summary

	Beginning Values as of 12/31/10	Ending Values as of 03/31/11
Par Value	295,715,296.27	285,115,370.92
Market Value	295,671,826.27	285,067,770.92
Book Value	295,692,839.11	285,090,689.68
Unrealized Gain / Loss	(21,012.84)	(22,918.76)
Market Value %	**99.99%**	**99.98%**
Weighted Avg. YTW	0.297%	0.320%
Weighted Avg. YTM	0.297%	0.346%

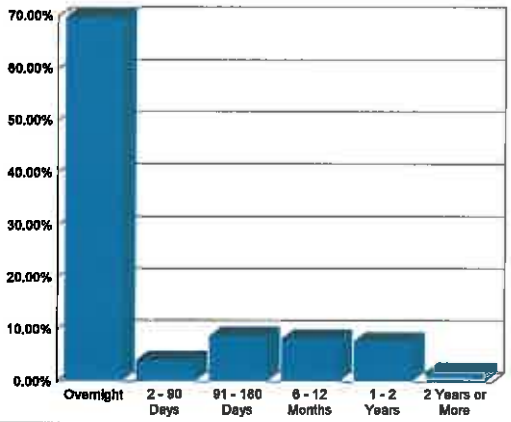
Allocation by Security Type



Allocation by Issuer

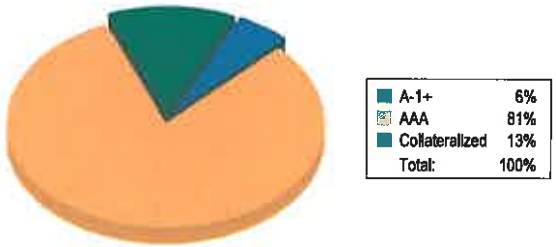


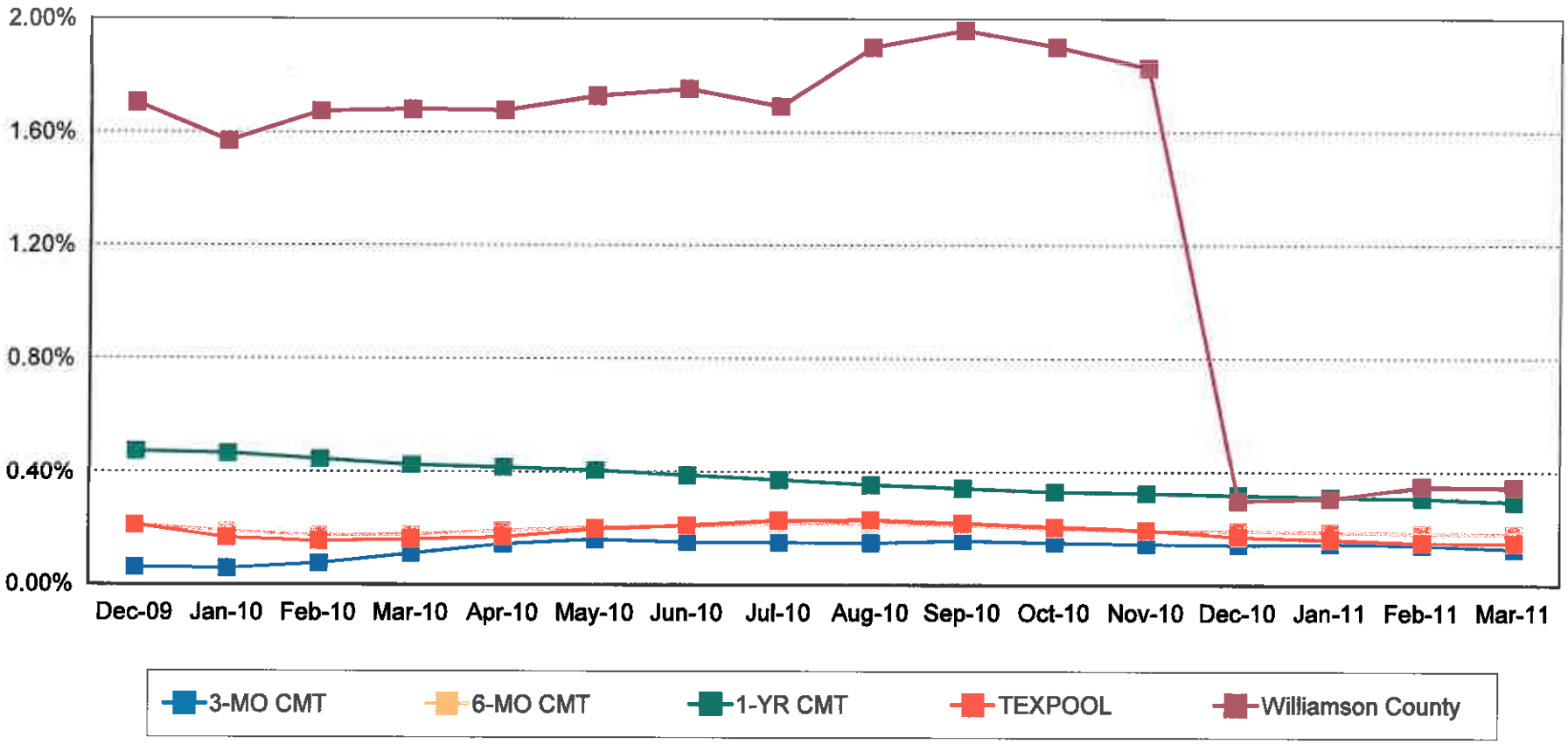
Maturity Distribution %



Weighted Average Days to Maturity: 89

Credit Quality





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

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
07 Park Limited -06																	
TEXPRIME		LGIP	TexPool Prime					122,843.06	100.000	122,843.06	122,843.06	100.000	122,843.06	1		0.184	0.184
3024A1Z63	03/11/11	CP - DISC	FCAR Owner Trust		12/06/11			3,000,000.00	99.550	2,986,500.00	2,987,550.00	99.563	2,986,875.00	250		0.603	0.603
Total for 07 Park Limited -06								3,122,843.06	99.568	3,109,343.06	3,110,393.06	99.580	3,109,718.06	240		0.586	0.586
2008 TAN–COMPASS																	
TEXPOOL		LGIP	TexPool					97,274.71	100.000	97,274.71	97,274.71	100.000	97,274.71	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					4,553,093.52	100.000	4,553,093.52	4,553,093.52	100.000	4,553,093.52	1		0.184	0.184
Total for 2008 TAN–COMPASS								4,650,368.23	100.000	4,650,368.23	4,650,368.23	100.000	4,650,368.23	1		0.183	0.183
2009 Parks Limited																	
TEXSTAR		LGIP	TexSTAR					1,888,187.51	100.000	1,888,187.51	1,888,187.51	100.000	1,888,187.51	1		0.141	0.141
Total for 2009 Parks Limited								1,888,187.51	100.000	1,888,187.51	1,888,187.51	100.000	1,888,187.51	1		0.141	0.141
CC Records Archive																	
CD-5251	05/07/10	CD-SHORT	Union St Bk CD	0.750	05/07/11			1,307,386.53	100.000	1,307,386.53	1,307,386.53	100.000	1,307,386.53	37		0.750	0.750
Total for CC Records Archive								1,307,386.53	100.000	1,307,386.53	1,307,386.53	100.000	1,307,386.53	37		0.750	0.750
Combination Tax & Revenue Series 2006 CO																	
TEXPRIME		LGIP	TexPool Prime					20,573,410.51	100.000	20,573,410.51	20,573,410.51	100.000	20,573,410.51	1		0.184	0.184
Total for Combination Tax & Revenue Series 2006 CO								20,573,410.51	100.000	20,573,410.51	20,573,410.51	100.000	20,573,410.51	1		0.184	0.184

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
COs and Bonds																	
TEXPOOL		LGIP	TexPool					3,058.79	100.000	3,058.79	3,058.79	100.000	3,058.79	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					9,216,902.31	100.000	9,216,902.31	9,216,902.31	100.000	9,216,902.31	1		0.184	0.184
TEXSTAR		LGIP	TexSTAR					155,641.26	100.000	155,641.26	155,641.26	100.000	155,641.26	1		0.141	0.141
Total for COs and Bonds								**9,375,602.36**	**100.000**	**9,375,602.36**	**9,375,602.36**	**100.000**	**9,375,602.36**	**1**		**0.183**	**0.183**
County Benefits Program																	
TEXPOOL		LGIP	TexPool					13,144.52	100.000	13,144.52	13,144.52	100.000	13,144.52	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					169,796.92	100.000	169,796.92	169,796.92	100.000	169,796.92	1		0.184	0.184
Total for County Benefits Program								**182,941.44**	**100.000**	**182,941.44**	**182,941.44**	**100.000**	**182,941.44**	**1**		**0.181**	**0.181**
Debt Service Fund																	
TEXPOOL		LGIP	TexPool					484,584.99	100.000	484,584.99	484,584.99	100.000	484,584.99	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					23,693,916.66	100.000	23,693,916.66	23,693,916.66	100.000	23,693,916.66	1		0.184	0.184
3024A1RT2	10/29/10	CP - DISC	FCAR Owner Trust		04/27/11			2,500,000.00	99.775	2,494,375.00	2,499,187.50	99.969	2,499,212.50	27		0.451	0.451
CD-5348	07/28/10	CD-SHORT	Union St Bk CD	0.750	07/28/11			7,528,307.28	100.000	7,528,307.28	7,528,307.28	100.000	7,528,307.28	119		0.750	0.750
Total for Debt Service Fund								**34,206,808.93**	**99.984**	**34,201,183.93**	**34,205,996.43**	**99.998**	**34,206,021.43**	**29**		**0.328**	**0.328**
General Fund																	
TEXPOOL		LGIP	TexPool					37,839.10	100.000	37,839.10	37,839.10	100.000	37,839.10	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					49,842,968.47	100.000	49,842,968.47	49,842,968.47	100.000	49,842,968.47	1		0.184	0.184
CD-6441	03/15/11	CD-IAM	Central Nat'l Bk CD	0.500	09/12/11			2,000,000.00	100.000	2,000,000.00	2,000,000.00	100.000	2,000,000.00	165		0.500	0.500
CD-0314	09/24/10	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11			6,026,317.02	100.000	6,026,317.02	6,026,317.02	100.000	6,026,317.02	179		0.842	0.842
CD-8984-1	10/01/10	CD-SHORT	Union St Bk CD	0.700	10/01/11			3,010,480.38	100.000	3,010,480.38	3,010,480.38	100.000	3,010,480.38	184		0.697	0.697
313371R24	11/23/10	AGCY CALL	FHLB	0.350	11/23/11	05/23/11	QRTLY	1,000,000.00	99.980	999,800.00	999,871.05	99.980	999,800.00	237	53	0.370	0.370
3134G1WJ9	10/20/10	AGCY CALL	FHLMC	0.500	04/20/12	04/20/11	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.960	4,998,000.00	386	20	0.500	0.500
3134G12U7	02/23/11	AGCY CALL	FHLMC	0.750	11/23/12	08/23/11	QRTLY	5,000,000.00	99.990	4,999,500.00	4,999,526.80	99.640	4,982,000.00	603	145	0.756	0.756
Total for General Fund								**71,917,604.97**	**99.999**	**71,916,904.97**	**71,917,002.82**	**99.972**	**71,897,404.97**	**100**		**0.334**	**0.334**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Pass Toll Series 2009																	
TEXPRIME		LGIP	TexPool Prime					7,360,313.77	100.000	7,360,313.77	7,360,313.77	100.000	7,360,313.77	1		0.184	0.184
CD-0304	09/24/10	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11			5,021,930.85	100.000	5,021,930.85	5,021,930.85	100.000	5,021,930.85	179		0.842	0.842
Total for Pass Toll Series 2009								**12,382,244.62**	**100.000**	**12,382,244.62**	**12,382,244.62**	**100.000**	**12,382,244.62**	**73**		**0.451**	**0.451**
Pooled Funds																	
TEXPOOL		LGIP	TexPool					9,070,558.26	100.000	9,070,558.26	9,070,558.26	100.000	9,070,558.26	1		0.146	0.146
Total for Pooled Funds								**9,070,558.26**	**100.000**	**9,070,558.26**	**9,070,558.26**	**100.000**	**9,070,558.26**	**1**		**0.146**	**0.146**
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					24,441.95	100.000	24,441.95	24,441.95	100.000	24,441.95	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					12,140,937.96	100.000	12,140,937.96	12,140,937.96	100.000	12,140,937.96	1		0.184	0.184
3024A1RT2	10/29/10	CP - DISC	FCAR Owner Trust		04/27/11			2,500,000.00	99.775	2,494,375.00	2,499,187.50	99.969	2,499,212.50	27		0.451	0.451
CD-0309	09/24/10	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11			3,013,158.51	100.000	3,013,158.51	3,013,158.51	100.000	3,013,158.51	179		0.842	0.842
CD-5875-2	10/01/10	CD-SHORT	Union St Bk CD	0.700	10/01/11			3,010,480.38	100.000	3,010,480.38	3,010,480.38	100.000	3,010,480.38	184		0.697	0.697
Total for Road and Bridge General								**20,689,018.80**	**99.973**	**20,683,393.80**	**20,688,206.30**	**99.996**	**20,688,231.30**	**57**		**0.387**	**0.387**
Southeast Road District																	
TEXPOOL		LGIP	TexPool					17,827.59	100.000	17,827.59	17,827.59	100.000	17,827.59	1		0.146	0.146
Total for Southeast Road District								**17,827.59**	**100.000**	**17,827.59**	**17,827.59**	**100.000**	**17,827.59**	**1**		**0.146**	**0.146**
Southwest Road District																	
TEXPOOL		LGIP	TexPool					878,904.46	100.000	878,904.46	878,904.46	100.000	878,904.46	1		0.146	0.146
Total for Southwest Road District								**878,904.46**	**100.000**	**878,904.46**	**878,904.46**	**100.000**	**878,904.46**	**1**		**0.146**	**0.146**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Tobacco Funds																	
TEXPOOL		LGIP	TexPool					8,402.28	100.000	8,402.28	8,402.28	100.000	8,402.28	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					562,145.05	100.000	562,145.05	562,145.05	100.000	562,145.05	1		0.184	0.184
CD-1621	09/15/10	CD-SHORT	Union St Bk CD	0.700	09/15/11			1,003,474.25	100.000	1,003,474.25	1,003,474.25	100.000	1,003,474.25	168		0.700	0.700
CD-4961	04/30/10	CD	Union St Bk CD	0.950	10/30/11			2,215,784.18	100.000	2,215,784.18	2,215,784.18	100.000	2,215,784.18	213		0.951	0.951
Total for Tobacco Funds								**3,789,805.76**	**100.000**	**3,789,805.76**	**3,789,805.76**	**100.000**	**3,789,805.76**	**169**		**0.769**	**0.769**
Unlimited Tax Road Bonds - Series 2007																	
TEXPOOL		LGIP	TexPool					16,398,368.53	100.000	16,398,368.53	16,398,368.53	100.000	16,398,368.53	1		0.146	0.146
TEXPRIME		LGIP	TexPool Prime					41,663,489.36	100.000	41,663,489.36	41,663,489.36	100.000	41,663,489.36	1		0.184	0.184
3024A1RT2	10/29/10	CP - DISC	FCAR Owner Trust		04/27/11			5,000,000.00	99.775	4,988,750.00	4,998,375.00	99.969	4,998,425.00	27		0.451	0.451
313371R24	11/23/10	AGCY CALL	FHLB	0.350	11/23/11	05/23/11	QRTLY	5,000,000.00	99.980	4,999,000.00	4,999,355.25	99.980	4,999,000.00	237	53	0.370	0.370
3024A1Z63	03/11/11	CP - DISC	FCAR Owner Trust		12/06/11			3,000,000.00	99.550	2,986,500.00	2,987,550.00	99.563	2,986,875.00	250		0.603	0.603
CD-6442	03/15/11	CD-IAM	Central Natl Bk CD	0.750	03/16/12			3,000,000.00	100.000	3,000,000.00	3,000,000.00	100.000	3,000,000.00	351		0.752	0.752
3134G1WJ9	10/20/10	AGCY CALL	FHLMC	0.500	04/20/12	04/20/11	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.960	4,998,000.00	386	20	0.500	0.500
31398AY55	01/25/11	AGCY STEP	FNMA	0.625	07/27/12	07/27/11	ONE TIME	7,000,000.00	100.125	7,008,750.00	7,005,577.11	100.050	7,003,500.00	484	118	0.955	0.377
3134G1Y73	02/11/11	AGCY STEP	FHLMC	1.000	02/11/14	05/11/11	QRTLY	5,000,000.00	99.980	4,999,000.00	4,999,138.55	100.030	5,001,500.00	1,048	41	1.705	1.020
Total for Unlimited Tax Road Bonds - Series 2007								**91,061,857.89**	**99.980**	**91,043,857.89**	**91,051,853.80**	**99.986**	**91,049,157.89**	**151**		**0.395**	**0.313**
Total for Williamson County								**285,115,370.92**	**99.985**	**285,071,920.92**	**285,090,689.68**	**99.983**	**285,067,770.92**	**89**		**0.346**	**0.320**

CUSIP	Security Type	Security Description	12/31/10 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/11 Book Value	12/31/10 Market Value	03/31/11 Market Value	Change in Mkt Value
07 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	1,095,132.49	2,295,700.00	(3,267,989.43)	0.00	0.00	122,843.06	1,095,132.49	122,843.06	(972,289.43)
3024A1Z63	CP - DISC	FCAR Owner Trust 0.000 12/06/11	0.00	2,986,500.00	0.00	1,050.00	0.00	2,987,550.00	0.00	2,986,875.00	2,986,875.00
Total for 07 Park Limited -06			**1,095,132.49**	**5,282,200.00**	**(3,267,989.43)**	**1,050.00**	**0.00**	**3,110,393.06**	**1,095,132.49**	**3,109,718.06**	**2,014,585.57**
2008 TAN–COMPASS											
TEXPOOL	LGIP	TexPool	97,238.62	36.09	0.00	0.00	0.00	97,274.71	97,238.62	97,274.71	36.09
TEXPRIME	LGIP	TexPool Prime	4,552,333.91	824.00	(64.39)	0.00	0.00	4,553,093.52	4,552,333.91	4,553,093.52	759.61
Total for 2008 TAN–COMPASS			**4,649,572.53**	**860.09**	**(64.39)**	**0.00**	**0.00**	**4,650,368.23**	**4,649,572.53**	**4,650,368.23**	**795.70**
2009 Parks Limited											
TEXSTAR	LGIP	TexSTAR	1,887,485.62	701.89	0.00	0.00	0.00	1,888,187.51	1,887,485.62	1,888,187.51	701.89
Total for 2009 Parks Limited			**1,887,485.62**	**701.89**	**0.00**	**0.00**	**0.00**	**1,888,187.51**	**1,887,485.62**	**1,888,187.51**	**701.89**
CC Records Archive											
CD-5251	CD-SHORT	Union St Bk CD 0.750 05/07/11	1,304,919.70	2,466.83	0.00	0.00	0.00	1,307,386.53	1,304,919.70	1,307,386.53	2,466.83
Total for CC Records Archive			**1,304,919.70**	**2,466.83**	**0.00**	**0.00**	**0.00**	**1,307,386.53**	**1,304,919.70**	**1,307,386.53**	**2,466.83**
Combination Tax & Revenue Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	21,020,946.69	0.00	(447,536.18)	0.00	0.00	20,573,410.51	21,020,946.69	20,573,410.51	(447,536.18)
Total for Combination Tax & Revenue Series 2006 CO			**21,020,946.69**	**0.00**	**(447,536.18)**	**0.00**	**0.00**	**20,573,410.51**	**21,020,946.69**	**20,573,410.51**	**(447,536.18)**

FirstSouthwest
A PlainsCapital Company

Williamson County
Change in Value
From 12/31/2010 to 03/31/2011

CUSIP	Security Type	Security Description	12/31/10 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/11 Book Value	12/31/10 Market Value	03/31/11 Market Value	Change in Mkt Value
COs and Bonds											
TEXPOOL	LGIP	TexPool	3,057.85	0.94	0.00	0.00	0.00	3,058.79	3,057.85	3,058.79	0.94
TEXPRIME	LGIP	TexPool Prime	9,765,581.62	0.00	(548,679.31)	0.00	0.00	9,216,902.31	9,765,581.62	9,216,902.31	(548,679.31)
TEXSTAR	LGIP	TexSTAR	155,583.40	57.86	0.00	0.00	0.00	155,641.26	155,583.40	155,641.26	57.86
Total for COs and Bonds			**9,924,222.87**	**58.80**	**(548,679.31)**	**0.00**	**0.00**	**9,375,602.36**	**9,924,222.87**	**9,375,602.36**	**(548,620.51)**
County Benefits Program											
TEXPOOL	LGIP	TexPool	13,139.64	4.88	0.00	0.00	0.00	13,144.52	13,139.64	13,144.52	4.88
TEXPRIME	LGIP	TexPool Prime	372,970.78	61,152.00	(264,325.86)	0.00	0.00	169,796.92	372,970.78	169,796.92	(203,173.86)
Total for County Benefits Program			**386,110.42**	**61,156.88**	**(264,325.86)**	**0.00**	**0.00**	**182,941.44**	**386,110.42**	**182,941.44**	**(203,168.98)**
Debt Service Fund											
TEXPOOL	LGIP	TexPool	484,404.91	180.08	0.00	0.00	0.00	484,584.99	484,404.91	484,584.99	180.08
TEXPRIME	LGIP	TexPool Prime	30,706,338.76	21,434,739.41	(28,447,161.51)	0.00	0.00	23,693,916.66	30,706,338.76	23,693,916.66	(7,012,422.10)
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	2,496,375.00	0.00	0.00	2,812.50	0.00	2,499,187.50	2,495,532.50	2,499,212.50	3,680.00
CD-5348	CD-SHORT	Union St Bk CD 0.750 07/28/11	7,514,140.31	14,166.97	0.00	0.00	0.00	7,528,307.28	7,514,140.31	7,528,307.28	14,166.97
Total for Debt Service Fund			**41,201,258.98**	**21,449,086.46**	**(28,447,161.51)**	**2,812.50**	**0.00**	**34,205,996.43**	**41,200,416.48**	**34,206,021.43**	**(6,994,395.05)**

CUSIP	Security Type	Security Description	12/31/10 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/11 Book Value	12/31/10 Market Value	03/31/11 Market Value	Change in Mkt Value
General Fund											
TEXPOOL	LGIP	TexPool	19,562,509.96	2,000,252.40	(21,524,923.26)	0.00	0.00	37,839.10	19,562,509.96	37,839.10	(19,524,670.86)
TEXPRIME	LGIP	TexPool Prime	32,352,194.03	30,481,412.23	(12,990,637.79)	0.00	0.00	49,842,968.47	32,352,194.03	49,842,968.47	17,490,774.44
CD-6441	CD-IAM	Central Nat'l Bk CD 0.500 09/12/11	0.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00	2,000,000.00
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	6,013,704.15	12,612.87	0.00	0.00	0.00	6,026,317.02	6,013,704.15	6,026,317.02	12,612.87
CD-8984-1	CD-SHORT	Union St Bk CD 0.700 10/01/11	3,005,293.16	5,187.22	0.00	0.00	0.00	3,010,480.38	3,005,293.16	3,010,480.38	5,187.22
313371R24	AGCY CALL	FHLB 0.350 11/23/11	999,821.09	0.00	0.00	49.96	0.00	999,871.05	998,900.00	999,800.00	900.00
313372P40	AGCY CALL	FHLB 0.500 03/09/12	0.00	3,000,000.00	(3,000,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
3134G1WJ9	AGCY CALL	FHLMC 0.500 04/20/12	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,993,000.00	4,998,000.00	5,000.00
3134G12U7	AGCY CALL	FHLMC 0.750 11/23/12	0.00	4,999,500.00	0.00	26.80	0.00	4,999,526.80	0.00	4,982,000.00	4,982,000.00
Total for General Fund			**66,933,522.39**	**42,498,964.72**	**(37,515,561.05)**	**76.76**	**0.00**	**71,917,002.82**	**66,925,601.30**	**71,897,404.97**	**4,971,803.67**
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	12,317,449.43	0.00	(4,957,135.66)	0.00	0.00	7,360,313.77	12,317,449.43	7,360,313.77	(4,957,135.66)
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	5,011,420.12	10,510.73	0.00	0.00	0.00	5,021,930.85	5,011,420.12	5,021,930.85	10,510.73
Total for Pass Toll Series 2009			**17,328,869.55**	**10,510.73**	**(4,957,135.66)**	**0.00**	**0.00**	**12,382,244.62**	**17,328,869.55**	**12,382,244.62**	**(4,946,624.93)**
Pooled Funds											
TEXPOOL	LGIP	TexPool	8,086,578.73	2,126,255.68	(1,142,276.15)	0.00	0.00	9,070,558.26	8,086,578.73	9,070,558.26	983,979.53
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Pooled Funds			**8,086,578.73**	**2,126,255.68**	**(1,142,276.15)**	**0.00**	**0.00**	**9,070,558.26**	**8,086,578.73**	**9,070,558.26**	**983,979.53**

CUSIP	Security Type	Security Description	12/31/10 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/11 Book Value	12/31/10 Market Value	03/31/11 Market Value	Change in Mkt Value
Road and Bridge General											
TEXPOOL	LGIP	TexPool	24,432.90	9.05	0.00	0.00	0.00	24,441.95	24,432.90	24,441.95	9.05
TEXPRIME	LGIP	TexPool Prime	8,503,007.03	3,637,930.93	0.00	0.00	0.00	12,140,937.96	8,503,007.03	12,140,937.96	3,637,930.93
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	2,496,375.00	0.00	0.00	2,812.50	0.00	2,499,187.50	2,495,532.50	2,499,212.50	3,680.00
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	3,006,852.07	6,306.44	0.00	0.00	0.00	3,013,158.51	3,006,852.07	3,013,158.51	6,306.44
CD-5875-2	CD-SHORT	Union St Bk CD 0.700 10/01/11	3,005,293.16	5,187.22	0.00	0.00	0.00	3,010,480.38	3,005,293.16	3,010,480.38	5,187.22
Total for Road and Bridge General			**17,035,960.16**	**3,649,433.64**	**0.00**	**2,812.50**	**0.00**	**20,688,206.30**	**17,035,117.66**	**20,688,231.30**	**3,653,113.64**
Southeast Road District											
TEXPOOL	LGIP	TexPool	17,820.93	6.66	0.00	0.00	0.00	17,827.59	17,820.93	17,827.59	6.66
Total for Southeast Road District			**17,820.93**	**6.66**	**0.00**	**0.00**	**0.00**	**17,827.59**	**17,820.93**	**17,827.59**	**6.66**
Southwest Road District											
TEXPOOL	LGIP	TexPool	878,577.89	326.57	0.00	0.00	0.00	878,904.46	878,577.89	878,904.46	326.57
Total for Southwest Road District			**878,577.89**	**326.57**	**0.00**	**0.00**	**0.00**	**878,904.46**	**878,577.89**	**878,904.46**	**326.57**
State Hwy 45 Interest Fund											
USB-CASH	BANK DEP	Cash - Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for State Hwy 45 Interest Fund			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Tobacco Funds											
TEXPOOL	LGIP	TexPool	8,399.19	3.09	0.00	0.00	0.00	8,402.28	8,399.19	8,402.28	3.09
TEXPRIME	LGIP	TexPool Prime	561,878.45	266.60	0.00	0.00	0.00	562,145.05	561,878.45	562,145.05	266.60
CD-1621	CD-SHORT	Union St Bk CD 0.700 09/15/11	1,001,745.21	1,729.04	0.00	0.00	0.00	1,003,474.25	1,001,745.21	1,003,474.25	1,729.04
CD-4961	CD	Union St Bk CD 0.950 10/30/11	2,210,491.11	5,293.07	0.00	0.00	0.00	2,215,784.18	2,210,491.11	2,215,784.18	5,293.07
Total for Tobacco Funds			**3,782,513.96**	**7,291.80**	**0.00**	**0.00**	**0.00**	**3,789,805.76**	**3,782,513.96**	**3,789,805.76**	**7,291.80**

CUSIP	Security Type	Security Description	12/31/10 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/11 Book Value	12/31/10 Market Value	03/31/11 Market Value	Change in Mkt Value
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	24,389,489.36	3,287.00	(7,994,407.83)	0.00	0.00	16,398,368.53	24,389,489.36	16,398,368.53	(7,991,120.83)
TEXPRIME	LGIP	TexPool Prime	50,784,885.09	4,479,777.28	(13,601,173.01)	0.00	0.00	41,663,489.36	50,784,885.09	41,663,489.36	(9,121,395.73)
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	4,992,750.00	0.00	0.00	5,625.00	0.00	4,998,375.00	4,991,065.00	4,998,425.00	7,360.00
313371R24	AGCY CALL	FHLB 0.350 11/23/11	4,999,105.45	0.00	0.00	249.80	0.00	4,999,355.25	4,994,500.00	4,999,000.00	4,500.00
3024A1Z63	CP - DISC	FCAR Owner Trust 0.000 12/06/11	0.00	2,986,500.00	0.00	1,050.00	0.00	2,987,550.00	0.00	2,986,875.00	2,986,875.00
CD-6442	CD-IAM	Central Nat'l Bk CD 0.750 03/16/12	0.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.00	3,000,000.00	3,000,000.00
3134G1WJ9	AGCY CALL	FHLMC 0.500 04/20/12	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,993,000.00	4,998,000.00	5,000.00
3134G1L51	AGCY CALL	FHLMC 0.625 06/22/12	9,993,116.30	0.00	(10,000,000.00)	6,883.70	0.00	0.00	9,995,000.00	0.00	(9,995,000.00)
31398AY55	AGCY STEP	FNMA 0.625 07/27/12	0.00	7,008,750.00	0.00	(3,172.89)	0.00	7,005,577.11	0.00	7,003,500.00	7,003,500.00
3134G1Y73	AGCY STEP	FHLMC 1.000 02/11/14	0.00	4,999,000.00	0.00	138.55	0.00	4,999,138.55	0.00	5,001,500.00	5,001,500.00
Total for Unlimited Tax Road Bonds - Series 2007			**100,159,346.20**	**22,477,314.28**	**(31,595,580.84)**	**10,774.16**	**0.00**	**91,051,853.80**	**100,147,939.45**	**91,049,157.89**	**(9,098,781.56)**
Total for Williamson County			**295,692,839.11**	**97,566,635.03**	**(108,186,310.38)**	**17,525.92**	**0.00**	**285,090,689.68**	**295,671,826.27**	**285,067,770.92**	**(10,604,055.35)**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
07 Park Limited -06									
TEXPRIME	LGIP	TexPool Prime	0.00	1,212.74	1,212.74	0.00	0.00	0.00	1,212.74
3024A1Z63	CP - DISC	FCAR Owner Trust 0.000 12/06/11	0.00	0.00	0.00	0.00	0.00	1,050.00	1,050.00
Total for 07 Park Limited -06			**0.00**	**1,212.74**	**1,212.74**	**0.00**	**0.00**	**1,050.00**	**2,262.74**
2008 TAN–COMPASS									
TEXPOOL	LGIP	TexPool	0.00	36.09	36.09	0.00	0.00	0.00	36.09
TEXPRIME	LGIP	TexPool Prime	0.00	2,159.61	2,159.61	0.00	0.00	0.00	2,159.61
Total for 2008 TAN–COMPASS			**0.00**	**2,195.70**	**2,195.70**	**0.00**	**0.00**	**0.00**	**2,195.70**
2009 Parks Limited									
TEXSTAR	LGIP	TexSTAR	0.00	701.89	701.89	0.00	0.00	0.00	701.89
Total for 2009 Parks Limited			**0.00**	**701.89**	**701.89**	**0.00**	**0.00**	**0.00**	**701.89**
CC Records Archive									
CD-5251	CD-SHORT	Union St Bk CD 0.750 05/07/11	1,474.74	2,415.89	2,466.83	0.00	1,423.80	0.00	2,415.89
Total for CC Records Archive			**1,474.74**	**2,415.89**	**2,466.83**	**0.00**	**1,423.80**	**0.00**	**2,415.89**
Combination Tax & Revenue Series 2006 CO									
TEXPRIME	LGIP	TexPool Prime	0.00	9,856.72	9,856.72	0.00	0.00	0.00	9,856.72
Total for Combination Tax & Revenue Series 2006 CO			**0.00**	**9,856.72**	**9,856.72**	**0.00**	**0.00**	**0.00**	**9,856.72**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
COs and Bonds									
TEXPOOL	LGIP	TexPool	0.00	0.94	0.94	0.00	0.00	0.00	0.94
TEXPRIME	LGIP	TexPool Prime	0.00	4,500.35	4,500.35	0.00	0.00	0.00	4,500.35
TEXSTAR	LGIP	TexSTAR	0.00	57.86	57.86	0.00	0.00	0.00	57.86
Total for COs and Bonds			**0.00**	**4,559.15**	**4,559.15**	**0.00**	**0.00**	**0.00**	**4,559.15**
County Benefits Program									
TEXPOOL	LGIP	TexPool	0.00	4.88	4.88	0.00	0.00	0.00	4.88
TEXPRIME	LGIP	TexPool Prime	0.00	274.50	274.50	0.00	0.00	0.00	274.50
Total for County Benefits Program			**0.00**	**279.38**	**279.38**	**0.00**	**0.00**	**0.00**	**279.38**
Debt Service Fund									
TEXPOOL	LGIP	TexPool	0.00	180.08	180.08	0.00	0.00	0.00	180.08
TEXPRIME	LGIP	TexPool Prime	0.00	17,027.88	17,027.88	0.00	0.00	0.00	17,027.88
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	0.00	0.00	0.00	0.00	0.00	2,812.50	2,812.50
CD-5348	CD-SHORT	Union St Bk CD 0.750 07/28/11	10,036.01	13,876.51	14,166.97	0.00	9,745.55	0.00	13,876.51
Total for Debt Service Fund			**10,036.01**	**31,084.47**	**31,374.93**	**0.00**	**9,745.55**	**2,812.50**	**33,896.97**
General Fund									
TEXPOOL	LGIP	TexPool	0.00	610.23	610.23	0.00	0.00	0.00	610.23
TEXPRIME	LGIP	TexPool Prime	0.00	24,890.44	24,890.44	0.00	0.00	0.00	24,890.44
CD-6441	CD-IAM	Central Nat'l Bk CD 0.500 09/12/11	0.00	465.75	0.00	0.00	465.75	0.00	465.75
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	140.05	12,613.16	12,612.87	0.00	140.34	0.00	12,613.16
CD-8984-1	CD-SHORT	Union St Bk CD 0.700 10/01/11	57.64	5,187.32	5,187.22	0.00	57.74	0.00	5,187.32
313371R24	AGCY CALL	FHLB 0.350 11/23/11	369.44	875.00	0.00	0.00	1,244.44	49.96	924.96
313372P40	AGCY CALL	FHLB 0.500 03/09/12	0.00	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00
3134G1WJ9	AGCY CALL	FHLMC 0.500 04/20/12	4,930.56	6,250.00	0.00	0.00	11,180.56	0.00	6,250.00
3134G12U7	AGCY CALL	FHLMC 0.750 11/23/12	0.00	3,958.33	0.00	0.00	3,958.33	26.80	3,985.13
Total for General Fund			**5,497.69**	**56,100.23**	**44,550.76**	**0.00**	**17,047.16**	**76.76**	**56,176.99**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	4,925.41	4,925.41	0.00	0.00	0.00	4,925.41
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	116.70	10,510.98	10,510.73	0.00	116.95	0.00	10,510.98
Total for Pass Toll Series 2009			**116.70**	**15,436.39**	**15,436.14**	**0.00**	**116.95**	**0.00**	**15,436.39**
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	3,588.45	3,588.45	0.00	0.00	0.00	3,588.45
Total for Pooled Funds			**0.00**	**3,588.45**	**3,588.45**	**0.00**	**0.00**	**0.00**	**3,588.45**
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	9.05	9.05	0.00	0.00	0.00	9.05
TEXPRIME	LGIP	TexPool Prime	0.00	5,059.35	5,059.35	0.00	0.00	0.00	5,059.35
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	0.00	0.00	0.00	0.00	0.00	2,812.50	2,812.50
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	70.02	6,306.59	6,306.44	0.00	70.17	0.00	6,306.59
CD-5875-2	CD-SHORT	Union St Bk CD 0.700 10/01/11	57.64	5,187.32	5,187.22	0.00	57.74	0.00	5,187.32
Total for Road and Bridge General			**127.66**	**16,562.31**	**16,562.06**	**0.00**	**127.91**	**2,812.50**	**19,374.81**
Southeast Road District									
TEXPOOL	LGIP	TexPool	0.00	6.66	6.66	0.00	0.00	0.00	6.66
Total for Southeast Road District			**0.00**	**6.66**	**6.66**	**0.00**	**0.00**	**0.00**	**6.66**
Southwest Road District									
TEXPOOL	LGIP	TexPool	0.00	326.57	326.57	0.00	0.00	0.00	326.57
Total for Southwest Road District			**0.00**	**326.57**	**326.57**	**0.00**	**0.00**	**0.00**	**326.57**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
State Hwy 45 Interest Fund									
Total for State Hwy 45 Interest Fund			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Tobacco Funds									
TEXPOOL	LGIP	TexPool	0.00	3.09	3.09	0.00	0.00	0.00	3.09
TEXPRIME	LGIP	TexPool Prime	0.00	266.60	266.60	0.00	0.00	0.00	266.60
CD-1621	CD-SHORT	Union St Bk CD 0.700 09/15/11	326.60	1,729.60	1,729.04	0.00	327.16	0.00	1,729.60
CD-4961	CD	Union St Bk CD 0.950 10/30/11	3,624.60	5,186.41	5,293.07	0.00	3,517.94	0.00	5,186.41
Total for Tobacco Funds			**3,951.20**	**7,185.70**	**7,291.80**	**0.00**	**3,845.10**	**0.00**	**7,185.70**
Unlimited Tax Road Bonds - Series 2007									
TEXPOOL	LGIP	TexPool	0.00	7,879.17	7,879.17	0.00	0.00	0.00	7,879.17
TEXPRIME	LGIP	TexPool Prime	0.00	19,507.48	19,507.48	0.00	0.00	0.00	19,507.48
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	0.00	0.00	0.00	0.00	0.00	5,625.00	5,625.00
313371R24	AGCY CALL	FHLB 0.350 11/23/11	1,847.22	4,375.00	0.00	0.00	6,222.22	249.80	4,624.80
3024A1Z63	CP - DISC	FCAR Owner Trust 0.000 12/06/11	0.00	0.00	0.00	0.00	0.00	1,050.00	1,050.00
CD-6442	CD-IAM	Central Nat'l Bk CD 0.750 03/16/12	0.00	1,047.95	0.00	0.00	1,047.95	0.00	1,047.95
3134G1WJ9	AGCY CALL	FHLMC 0.500 04/20/12	4,930.56	6,250.00	0.00	0.00	11,180.56	0.00	6,250.00
3134G1L51	AGCY CALL	FHLMC 0.625 06/22/12	1,562.50	14,062.50	15,625.00	0.00	0.00	6,883.70	20,946.20
31398AY55	AGCY STEP	FNMA 0.625 07/27/12	0.00	(13,854.16)	0.00	(21,631.94)	7,777.78	(3,172.89)	(17,027.05)
3134G1Y73	AGCY STEP	FHLMC 1.000 02/11/14	0.00	6,944.44	0.00	0.00	6,944.44	138.55	7,082.99
Total for Unlimited Tax Road Bonds - Series 2007			**8,340.28**	**46,212.38**	**43,011.65**	**(21,631.94)**	**33,172.95**	**10,774.16**	**56,986.54**
Total for Williamson County			**29,544.28**	**197,724.63**	**183,421.43**	**(21,631.94)**	**65,479.42**	**17,525.92**	**215,250.55**

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Purchase Cost	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
07 Park Limited -06															
Purchases															
03/10/11	03/11/11	3024A1Z63	CP - DISC	FCAR Owner Trust		12/06/11		3,000,000.00	99.550	2,986,500.00	0.00	2,986,500.00		0.603	0.603
Total for: Purchases								**3,000,000.00**		**2,986,500.00**	**0.00**	**2,986,500.00**		**0.603**	**0.603**
CC Records Archive															
Income Payments															
02/06/11	02/07/11	CD-5251	CD-SHORT	Union St Bk CD	0.750	05/07/11				0.00	2,466.83	2,466.83			
Total for: Income Payments										**0.00**	**2,466.83**	**2,466.83**			
Capitalized Interest															
02/06/11	02/06/11	CD-5251	CD-SHORT	Union St Bk CD	0.750	05/07/11		2,466.83	100.000	2,466.83	0.00	2,466.83			
Total for: Capitalized Interest								**2,466.83**		**2,466.83**	**0.00**	**2,466.83**			
Debt Service Fund															
Income Payments															
01/27/11	01/28/11	CD-5348	CD-SHORT	Union St Bk CD	0.750	07/28/11				0.00	14,166.97	14,166.97			
Total for: Income Payments										**0.00**	**14,166.97**	**14,166.97**			
Capitalized Interest															
01/27/11	01/27/11	CD-5348	CD-SHORT	Union St Bk CD	0.750	07/28/11		14,166.97	100.000	14,166.97	0.00	14,166.97			
Total for: Capitalized Interest								**14,166.97**		**14,166.97**	**0.00**	**14,166.97**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Purchase Cost	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund															
Calls															
03/21/11	03/25/11	313372P40	AGCY CALL	FHLB	0.500	03/09/12	04/25/11	3,001,250.00	100.000	3,000,000.00	1,250.00	3,001,250.00		0.500	
Total for: Calls								**3,001,250.00**		**3,000,000.00**	**1,250.00**	**3,001,250.00**		**0.500**	
Purchases															
02/01/11	02/23/11	3134G12U7	AGCY CALL	FHLMC	0.750	11/23/12	08/23/11	5,000,000.00	99.990	4,999,500.00	0.00	4,999,500.00		0.756	0.756
02/07/11	02/25/11	313372P40	AGCY CALL	FHLB	0.500	03/09/12	04/25/11	3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.500	0.500
03/15/11	03/15/11	CD-6441	CD-IAM	Central Nat'l Bk CD	0.500	09/12/11		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.500	0.500
Total for: Purchases								**10,000,000.00**		**9,999,500.00**	**0.00**	**9,999,500.00**		**0.628**	**0.628**
Income Payments															
01/31/11	01/31/11	CD-0314	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	4,341.40	4,341.40			
02/28/11	02/28/11	CD-0314	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	3,924.10	3,924.10			
03/31/11	03/31/11	CD-8984-1	CD-SHORT	Union St Bk CD	0.700	10/01/11				0.00	5,187.22	5,187.22			
03/31/11	03/31/11	CD-0314	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	4,347.37	4,347.37			
Total for: Income Payments										**0.00**	**17,800.09**	**17,800.09**			
Capitalized Interest															
01/31/11	01/31/11	CD-0314	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		4,341.40	100.000	4,341.40	0.00	4,341.40			
02/28/11	02/28/11	CD-0314	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		3,924.10	100.000	3,924.10	0.00	3,924.10			
03/31/11	03/31/11	CD-8984-1	CD-SHORT	Union St Bk CD	0.700	10/01/11		5,187.22	100.000	5,187.22	0.00	5,187.22			
03/31/11	03/31/11	CD-0314	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		4,347.37	100.000	4,347.37	0.00	4,347.37			
Total for: Capitalized Interest								**17,800.09**		**17,800.09**	**0.00**	**17,800.09**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Purchase Cost	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Pass Toll Series 2009															
Income Payments															
01/31/11	01/31/11	CD-0304	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	3,617.84	3,617.84			
02/28/11	02/28/11	CD-0304	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	3,270.08	3,270.08			
03/31/11	03/31/11	CD-0304	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	3,622.81	3,622.81			
Total for: Income Payments										**0.00**	**10,510.73**	**10,510.73**			
Capitalized Interest															
01/31/11	01/31/11	CD-0304	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		3,617.84	100.000	3,617.84	0.00	3,617.84			
02/28/11	02/28/11	CD-0304	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		3,270.08	100.000	3,270.08	0.00	3,270.08			
03/31/11	03/31/11	CD-0304	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		3,622.81	100.000	3,622.81	0.00	3,622.81			
Total for: Capitalized Interest								**10,510.73**		**10,510.73**	**0.00**	**10,510.73**			
Road and Bridge General															
Income Payments															
01/31/11	01/31/11	CD-0309	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	2,170.71	2,170.71			
02/28/11	02/28/11	CD-0309	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	1,962.05	1,962.05			
03/31/11	03/31/11	CD-5875-2	CD-SHORT	Union St Bk CD	0.700	10/01/11				0.00	5,187.22	5,187.22			
03/31/11	03/31/11	CD-0309	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11				0.00	2,173.68	2,173.68			
Total for: Income Payments										**0.00**	**11,493.66**	**11,493.66**			
Capitalized Interest															
01/31/11	01/31/11	CD-0309	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		2,170.71	100.000	2,170.71	0.00	2,170.71			
02/28/11	02/28/11	CD-0309	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		1,962.05	100.000	1,962.05	0.00	1,962.05			
03/31/11	03/31/11	CD-5875-2	CD-SHORT	Union St Bk CD	0.700	10/01/11		5,187.22	100.000	5,187.22	0.00	5,187.22			
03/31/11	03/31/11	CD-0309	CD-SHORT	ViewPoint Bk CD	0.850	09/26/11		2,173.68	100.000	2,173.68	0.00	2,173.68			
Total for: Capitalized Interest								**11,493.66**		**11,493.66**	**0.00**	**11,493.66**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Purchase Cost	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Tobacco Funds															
Income Payments															
01/29/11	01/30/11	CD-4961	CD	Union St Bk CD	0.950	10/30/11				0.00	5,293.07	5,293.07			
03/15/11	03/15/11	CD-1621	CD-SHORT	Union St Bk CD	0.700	09/15/11				0.00	1,729.04	1,729.04			
03/31/11	03/15/11	CD-1621	CD-SHORT	Union St Bk CD	0.700	09/15/11				0.00	1,729.04	1,729.04			
03/31/11	03/15/11	CD-1621	CD-SHORT	Union St Bk CD	0.700	09/15/11				0.00	(1,729.04)	(1,729.04)			
Total for: Income Payments										**0.00**	**7,022.11**	**7,022.11**			
Capitalized Interest															
01/29/11	01/29/11	CD-4961	CD	Union St Bk CD	0.950	10/30/11		5,293.07	100.000	5,293.07	0.00	5,293.07			
03/14/11	03/14/11	CD-1621	CD-SHORT	Union St Bk CD	0.700	09/15/11		1,729.04	100.000	1,729.04	0.00	1,729.04			
Total for: Capitalized Interest								**7,022.11**		**7,022.11**	**0.00**	**7,022.11**			
Unlimited Tax Road Bonds - Series 2007															
Calls															
03/21/11	03/22/11	3134G1L51	AGCY CALL	FHLMC	0.625	06/22/12	06/22/11	10,015,625.00	100.000	10,000,000.00	15,625.00	10,015,625.00		0.672	
Total for: Calls								**10,015,625.00**		**10,000,000.00**	**15,625.00**	**10,015,625.00**		**0.672**	
Purchases															
01/24/11	01/25/11	31398AY55	AGCY STEP	FNMA	0.625	07/27/12	07/27/11	7,000,000.00	100.125	7,008,750.00	21,631.94	7,030,381.94		0.955	0.377
01/28/11	02/11/11	3134G1Y73	AGCY STEP	FHLMC	1.000	02/11/14	05/11/11	5,000,000.00	99.980	4,999,000.00	0.00	4,999,000.00		1.705	1.080
03/10/11	03/11/11	3024A1Z63	CP - DISC	FCAR Owner Trust		12/06/11		3,000,000.00	99.550	2,986,500.00	0.00	2,986,500.00		0.603	0.603
03/15/11	03/15/11	CD-6442	CD-IAM	Central Nat'l Bk CD	0.750	03/16/12		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.752	0.752
Total for: Purchases								**18,000,000.00**		**17,994,250.00**	**21,631.94**	**18,015,881.94**		**1.071**	**0.673**

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Purchase Cost	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	13,016,875.00	13,016,875.00		0.632	
Total Purchases	31,000,000.00	31,001,881.94		0.883	0.651
Total Income Payments	0.00	63,460.39			
Total Capitalized Interest	63,460.39	63,460.39			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
07 Park Limited -06											
3024A1Z63	03/11/11	CP - DISC	FCAR Owner Trust 0.000 12/06/11		3,000,000.00	99.550	2,986,500.00	1,050.00	1,050.00	12,450.00	2,987,550.00
Total for 07 Park Limited -06					**3,000,000.00**		**2,986,500.00**	**1,050.00**	**1,050.00**	**12,450.00**	**2,987,550.00**
CC Records Archive											
CD-5251	05/07/10	CD-SHORT	Union St Bk CD 0.750 05/07/11		1,307,386.53	100.000	1,307,386.53	0.00	0.00	0.00	1,307,386.53
Total for CC Records Archive					**1,307,386.53**		**1,307,386.53**	**0.00**	**0.00**	**0.00**	**1,307,386.53**
Debt Service Fund											
3024A1RT2	10/29/10	CP - DISC	FCAR Owner Trust 0.000 04/27/11		2,500,000.00	99.775	2,494,375.00	2,812.50	4,812.50	812.50	2,499,187.50
CD-5348	07/28/10	CD-SHORT	Union St Bk CD 0.750 07/28/11		7,528,307.28	100.000	7,528,307.28	0.00	0.00	0.00	7,528,307.28
Total for Debt Service Fund					**10,028,307.28**		**10,022,682.28**	**2,812.50**	**4,812.50**	**812.50**	**10,027,494.78**
General Fund											
CD-6441	03/15/11	CD-IAM	Central Nat'l Bk CD 0.500 09/12/11		2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
CD-0314	09/24/10	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11		6,026,317.02	100.000	6,026,317.02	0.00	0.00	0.00	6,026,317.02
CD-8984-1	10/01/10	CD-SHORT	Union St Bk CD 0.700 10/01/11		3,010,480.38	100.000	3,010,480.38	0.00	0.00	0.00	3,010,480.38
313371R24	11/23/10	AGCY CALL	FHLB 0.350 11/23/11	05/23/11	1,000,000.00	99.980	999,800.00	49.96	71.05	128.95	999,871.05
313372P40	02/25/11	AGCY CALL	FHLB 0.500 03/09/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3134G1WJ9	10/20/10	AGCY CALL	FHLMC 0.500 04/20/12	04/20/11	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G12U7	02/23/11	AGCY CALL	FHLMC 0.750 11/23/12	08/23/11	5,000,000.00	99.990	4,999,500.00	26.80	26.80	473.20	4,999,526.80
Total for General Fund					**22,036,797.40**		**22,036,097.40**	**76.76**	**97.85**	**602.15**	**22,036,195.25**
Pass Toll Series 2009											
CD-0304	09/24/10	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11		5,021,930.85	100.000	5,021,930.85	0.00	0.00	0.00	5,021,930.85
Total for Pass Toll Series 2009					**5,021,930.85**		**5,021,930.85**	**0.00**	**0.00**	**0.00**	**5,021,930.85**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Road and Bridge General											
3024A1RT2	10/29/10	CP - DISC	FCAR Owner Trust 0.000 04/27/11		2,500,000.00	99.775	2,494,375.00	2,812.50	4,812.50	812.50	2,499,187.50
CD-0309	09/24/10	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11		3,013,158.51	100.000	3,013,158.51	0.00	0.00	0.00	3,013,158.51
CD-5875-2	10/01/10	CD-SHORT	Union St Bk CD 0.700 10/01/11		3,010,480.38	100.000	3,010,480.38	0.00	0.00	0.00	3,010,480.38
Total for Road and Bridge General					**8,523,638.89**		**8,518,013.89**	**2,812.50**	**4,812.50**	**812.50**	**8,522,826.39**
Tobacco Funds											
CD-1621	09/15/10	CD-SHORT	Union St Bk CD 0.700 09/15/11		1,003,474.25	100.000	1,003,474.25	0.00	0.00	0.00	1,003,474.25
CD-4961	04/30/10	CD	Union St Bk CD 0.950 10/30/11		2,215,784.18	100.000	2,215,784.18	0.00	0.00	0.00	2,215,784.18
Total for Tobacco Funds					**3,219,258.43**		**3,219,258.43**	**0.00**	**0.00**	**0.00**	**3,219,258.43**
Unlimited Tax Road Bonds - Series 2007											
3024A1RT2	10/29/10	CP - DISC	FCAR Owner Trust 0.000 04/27/11		5,000,000.00	99.775	4,988,750.00	5,625.00	9,625.00	1,625.00	4,998,375.00
313371R24	11/23/10	AGCY CALL	FHLB 0.350 11/23/11	05/23/11	5,000,000.00	99.980	4,999,000.00	249.80	355.25	644.75	4,999,355.25
3024A1Z63	03/11/11	CP - DISC	FCAR Owner Trust 0.000 12/06/11		3,000,000.00	99.550	2,986,500.00	1,050.00	1,050.00	12,450.00	2,987,550.00
CD-6442	03/15/11	CD-IAM	Central Natl Bk CD 0.750 03/16/12		3,000,000.00	100.000	3,000,000.00	0.00	0.00	0.00	3,000,000.00
3134G1WJ9	10/20/10	AGCY CALL	FHLMC 0.500 04/20/12	04/20/11	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G1L51	12/22/10	AGCY CALL	FHLMC 0.625 06/22/12		0.00	99.930	0.00	6,883.70	0.00	0.00	0.00
31398AY55	01/25/11	AGCY STEP	FNMA 0.625 07/27/12	07/27/11	7,000,000.00	100.125	7,008,750.00	(3,172.89)	(3,172.89)	(5,577.11)	7,005,577.11
3134G1Y73	02/11/11	AGCY STEP	FHLMC 1.000 02/11/14	05/11/11	5,000,000.00	99.980	4,999,000.00	138.55	138.55	861.45	4,999,138.55
Total for Unlimited Tax Road Bonds - Series 2007					**33,000,000.00**		**32,982,000.00**	**10,774.16**	**7,995.91**	**10,004.09**	**32,989,995.91**
Total for Williamson County					**86,137,319.38**		**86,093,869.38**	**17,525.92**	**18,768.76**	**24,681.24**	**86,112,638.14**

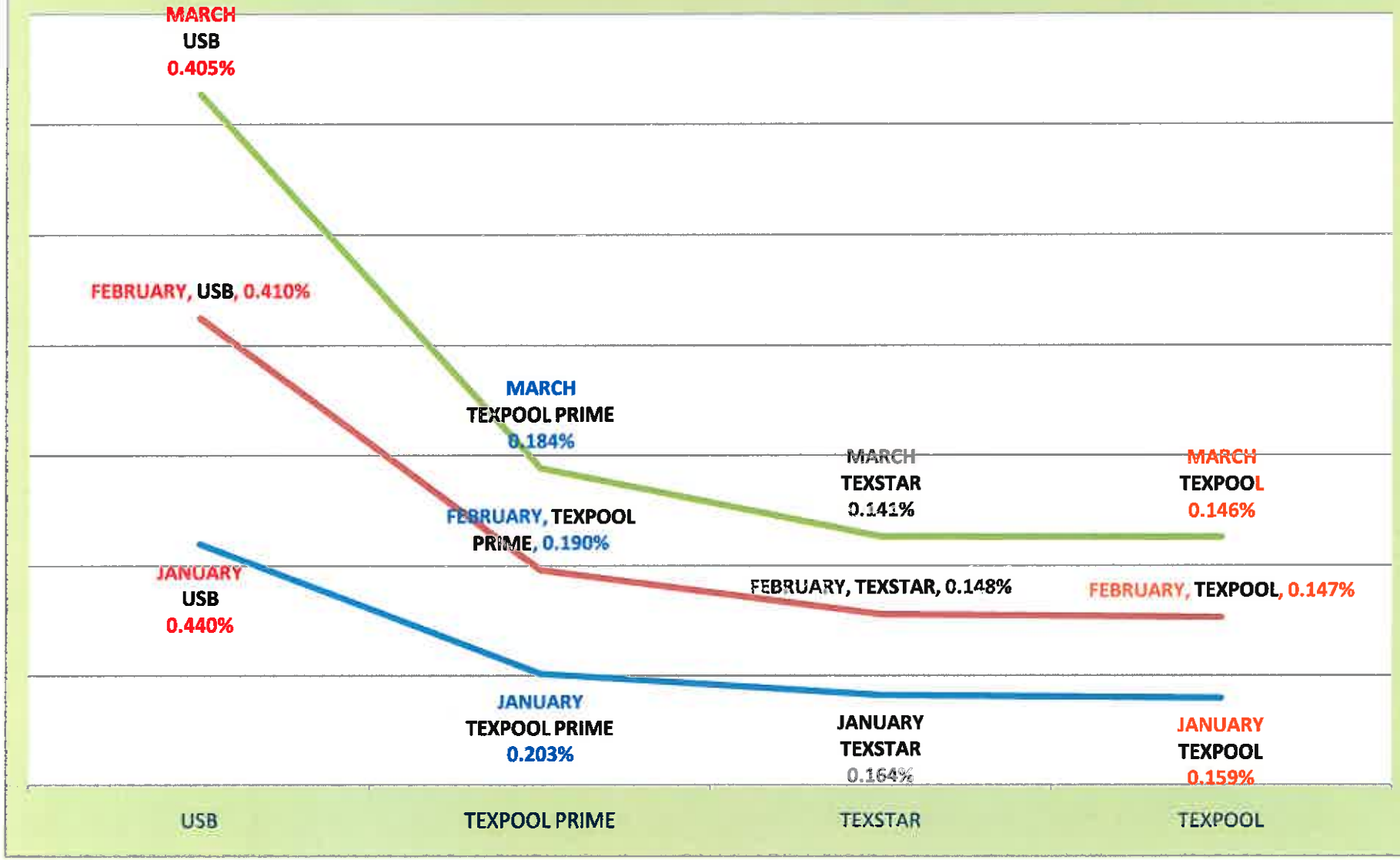
CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
CC Records Archive						
CD-5251	CD-SHORT	Union St Bk CD 0.750 05/07/11	05/07/11	2,451.34	1,307,386.53	1,309,837.87
Total for CC Records Archive				**2,451.34**	**1,307,386.53**	**1,309,837.87**
Debt Service Fund						
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	04/27/11	0.00	2,500,000.00	2,500,000.00
CD-5348	CD-SHORT	Union St Bk CD 0.750 07/28/11	04/28/11	13,922.21	0.00	13,922.21
CD-5348	CD-SHORT	Union St Bk CD 0.750 07/28/11	07/28/11	14,076.90	7,528,307.28	7,542,384.18
Total for Debt Service Fund				**27,999.11**	**10,028,307.28**	**10,056,306.39**
General Fund						
3134G1WJ9	AGCY CALL	FHLMC 0.500 04/20/12	04/20/11	12,500.00	0.00	12,500.00
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	04/30/11	4,210.16	0.00	4,210.16
313371R24	AGCY CALL	FHLB 0.350 11/23/11	05/23/11	1,750.00	0.00	1,750.00
3134G12U7	AGCY CALL	FHLMC 0.750 11/23/12	05/23/11	9,375.00	0.00	9,375.00
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	05/31/11	4,350.50	0.00	4,350.50
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	06/30/11	4,210.16	0.00	4,210.16
CD-8984-1	CD-SHORT	Union St Bk CD 0.700 10/01/11	06/30/11	5,253.90	0.00	5,253.90
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	07/31/11	4,350.50	0.00	4,350.50
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	08/31/11	4,350.50	0.00	4,350.50
CD-6441	CD-IAM	Central Nat'l Bk CD 0.500 09/12/11	09/12/11	4,958.90	2,000,000.00	2,004,958.90
CD-0314	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	09/26/11	3,118.98	6,026,317.02	6,029,436.00
Total for General Fund				**58,428.60**	**8,026,317.02**	**8,084,745.62**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Pass Toll Series 2009						
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	04/30/11	3,508.47	0.00	3,508.47
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	05/31/11	3,625.42	0.00	3,625.42
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	06/30/11	3,508.47	0.00	3,508.47
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	07/31/11	3,625.42	0.00	3,625.42
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	08/31/11	3,625.42	0.00	3,625.42
CD-0304	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	09/26/11	2,599.15	5,021,930.85	5,024,530.00
Total for Pass Toll Series 2009				**20,492.35**	**5,021,930.85**	**5,042,423.20**
Road and Bridge General						
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	04/27/11	0.00	2,500,000.00	2,500,000.00
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	04/30/11	2,105.08	0.00	2,105.08
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	05/31/11	2,175.25	0.00	2,175.25
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	06/30/11	2,105.08	0.00	2,105.08
CD-5875-2	CD-SHORT	Union St Bk CD 0.700 10/01/11	06/30/11	5,253.90	0.00	5,253.90
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	07/31/11	2,175.25	0.00	2,175.25
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	08/31/11	2,175.25	0.00	2,175.25
CD-0309	CD-SHORT	ViewPoint Bk CD 0.850 09/26/11	09/26/11	1,559.49	3,013,158.51	3,014,718.00
Total for Road and Bridge General				**17,549.30**	**5,513,158.51**	**5,530,707.81**
Tobacco Funds						
CD-4961	CD	Union St Bk CD 0.950 10/30/11	04/30/11	5,190.39	0.00	5,190.39
CD-1621	CD-SHORT	Union St Bk CD 0.700 09/15/11	06/15/11	1,770.51	0.00	1,770.51
CD-4961	CD	Union St Bk CD 0.950 10/30/11	07/30/11	5,248.06	0.00	5,248.06
CD-1621	CD-SHORT	Union St Bk CD 0.700 09/15/11	09/15/11	1,770.51	1,003,474.25	1,005,244.76
Total for Tobacco Funds				**13,979.47**	**1,003,474.25**	**1,017,453.72**

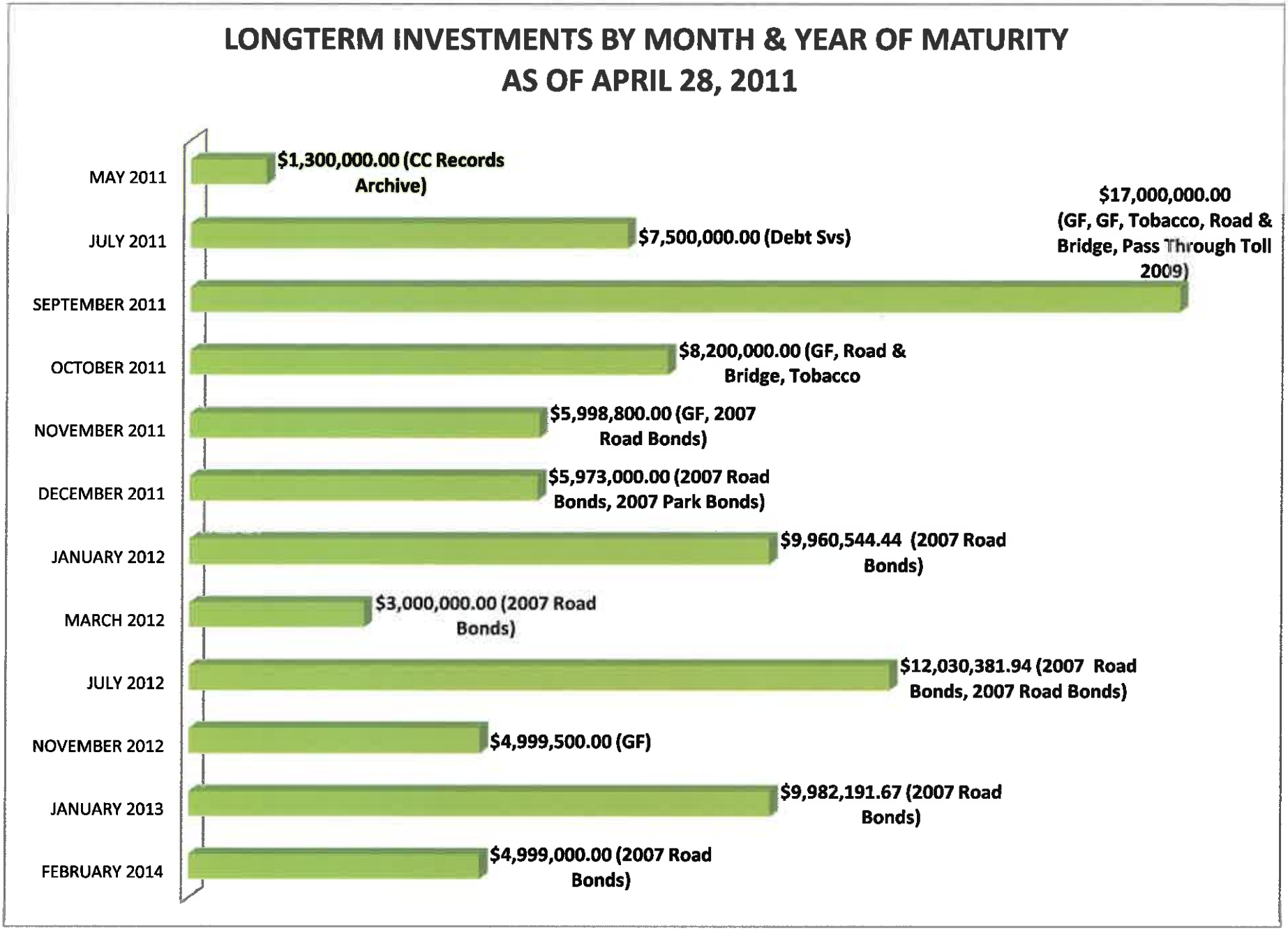
CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Unlimited Tax Road Bonds - Series 2007						
3134G1WJ9	AGCY CALL	FHLMC 0.500 04/20/12	04/20/11	12,500.00	0.00	12,500.00
3024A1RT2	CP - DISC	FCAR Owner Trust 0.000 04/27/11	04/27/11	0.00	5,000,000.00	5,000,000.00
313371R24	AGCY CALL	FHLB 0.350 11/23/11	05/23/11	8,750.00	0.00	8,750.00
31398AY55	AGCY STEP	FNMA 0.625 07/27/12	07/27/11	21,875.00	7,000,000.00	7,021,875.00
3134G1Y73	AGCY STEP	FHLMC 1.000 02/11/14	08/11/11	25,000.00	0.00	25,000.00
Total for Unlimited Tax Road Bonds - Series 2007				**68,125.00**	**12,000,000.00**	**12,068,125.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			April 2011	53,936.31	10,000,000.00	10,053,936.31
			May 2011	32,477.51	1,307,386.53	1,339,864.04
			June 2011	22,102.02	0.00	22,102.02
			July 2011	51,351.13	14,528,307.28	14,579,658.41
			August 2011	35,151.17	0.00	35,151.17
			September 2011	14,007.03	17,064,880.63	17,078,887.66
		Total Projected Cash Flows for Williamson County		**209,025.17**	**42,900,574.44**	**43,109,599.61**

INTEREST RATES UNION STATE BANK, TEXPOOL PRIME, TEXSTAR, TEXPOOL JANUARY, FEBRUARY, MARCH 2011



LONGTERM INVESTMENTS BY MONTH & YEAR OF MATURITY
AS OF APRIL 28, 2011



ALL LONGTERM INVESTMENT TOTALS *BY MONTH & YEAR OF MATURITY*

AS OF APRIL 28, 2011

ACCOUNT	AMOUNT	MATURITY DATE	CALLABLE DATE	TOTAL
CC RECORDS ARCHIVE CD	1,300,000.00	5/7/2011		
MAY 2011 Total				***1,300,000.00***
DEBT SERVICE CD	7,500,000.00	7/28/2011		
JULY 2011 TOTAL				***7,500,000.00***
GENERAL FUND CD	2,000,000.00	9/12/2011		
TOBACCO CD	1,000,000.00	9/15/2011		
GENERAL FUND CD	6,000,000.00	9/26/2011		
ROAD & BRIDGE CD	3,000,000.00	9/26/2011		
PASS THROUGH TOLL BOND 2009 CD	5,000,000.00	9/26/2011		
SEPTEMBER 2011 Total				***17,000,000.00***
GENERAL FUND CD	3,000,000.00	10/1/2011		
ROAD & BRIDGE CD	3,000,000.00	10/1/2011		
TOBACCO CD	2,200,000.00	10/30/2011		
OCTOBER 2011 Total				***8,200,000.00***
GENERAL FUND	999,800.00	11/23/2011	5/23/2011	
2007 ROAD BONDS	4,999,000.00	11/23/2011	5/23/2011	
NOVEMBER 2011 TOTAL				***5,998,800.00***
2007 ROAD BONDS	2,986,500.00	12/6/2011		
2007 PARK BONDS	2,986,500.00	12/6/2011		
DECEMBER 2011 TOTAL				***5,973,000.00***
2007 ROAD BONDS	9,960,544.44	1/20/2012		
JANUARY 2012 TOTAL				***9,960,544.44***
2007 ROAD BONDS	3,000,000.00	3/16/2012		
MARCH 2012 TOTAL				***3,000,000.00***
2007 ROAD BONDS	5,000,000.00	7/20/2011	7/20/2011	
2007 ROAD BONDS	7,030,381.94	7/27/2012	7/27/2011	
JULY 2012 TOTAL				***12,030,381.94***
GENERAL FUND	4,999,500.00	11/23/2012	8/23/2011	
NOVEMBER 2012 TOTAL				***4,999,500.00***
2007 ROAD BONDS	9,982,191.67	1/7/2013	10/7/2011	
JANUARY 2013 TOTAL				***9,982,191.67***
2007 ROAD BONDS	4,999,000.00	2/11/2014	5/11/2011	
FEBRUARY 2014 TOTAL				***4,999,000.00***
TOTAL				***90,943,418.05***

Property Tax Collections – April 2011
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of April 2011 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: 040111-043011 GWI-RFM

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 05/11/2011 08:48 AM
Final Approval Date: 05/11/2011

YEAR TO DATE – COLLECTION REPORT
Williamson County – GWI/RFM Property Taxes
April 1–30, 2011

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	$150,606,771.14	$972,998.60	$151,579,769.74	$832,184.11	$86,348.69	$13.13	$3,685,155.14	$147,894,614.60	97.57%	97.63%	98.24%
2009 & Prior	$2,233,295.16	($154,685.11)	$2,078,610.05	$50,389.67	$14,737.46	($0.55)	$1,385,146.72	$693,463.33	33.36%	34.07%	
Rollbacks	$165,822.93	$89,486.62	$255,309.55	($1,179.54)	$0.00	$0.00	$29,171.99	$226,137.56	88.57%	88.57%	
Total All	$153,005,889.23	$907,800.11	$153,913,689.34	$881,394.24	$101,086.15	$12.58	$5,099,473.85	$148,814,215.49	96.69%	96.75%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	$9,936,287.66	$69,392.57	$10,005,680.23	$55,074.52	$5,650.10	$0.82	$253,545.75	$9,752,134.48	97.47%	97.52%	98.17%
2009 & Prior	$167,209.30	($10,389.64)	$156,819.66	$3,326.37	$993.17	($0.03)	$108,334.70	$48,484.96	30.92%	31.55%	
Rollbacks	$11,721.18	$5,979.11	$17,700.29	($79.00)	$0.00	$0.00	$2,475.78	$15,224.51	86.01%	86.01%	
Total All	$10,115,218.14	$64,982.04	$10,180,200.18	$58,321.89	$6,643.27	$0.79	$364,356.23	$9,815,843.95	96.42%	96.49%	

2010 COMBINED MONTHLY BREAKDOWN

Oct-10	$163,121,107.37	$43.00	$163,121,150.37	$583,319.49	$43,733.04	$1,197.12	$162,536,633.76	$584,516.61
Nov-10	$163,121,150.37	$981,991.23	$164,103,141.60	$8,057,873.41	$32,723.92	$3,125.73	$155,457,625.85	$8,645,515.75
Dec-10	$164,103,141.60	$92,539.95	$164,195,681.55	$86,482,093.28	$30,482.50	$936.52	$69,067,136.00	$95,128,545.55
Jan-11	$164,195,681.55	($89,753.52)	$164,105,928.03	$57,800,443.44	$32,064.03	($71,489.97)	$11,248,429.01	$152,857,499.02
Feb-11	$164,105,928.03	$10,399.06	$164,116,327.09	$2,322,842.19	$161,669.55	$38,462.23	$8,897,523.65	$155,218,803.44
Mar-11	$164,116,327.09	($11,273.35)	$164,105,053.74	$2,470,836.51	$188,951.79	$689.99	$6,414,723.80	$157,690,329.94
Apr -11	$164,105,053.74	($11,164.22)	$164,093,889.52	$939,716.13	$107,729.42	$13.37	$5,463,830.08	$158,630,059.44

Property Tax Refunds – Over $2,500.00 – April 2011
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax refunds over $2,500.00 for the month of April 2011 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Court Refunds Apr 11

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 05/11/2011 09:07 AM
Final Approval Date: 05/11/2011

WILLIAMSON COUNTY
1848

Deborah M Hunt, C T A
Tax Assessor Collector

Date: May 11, 2011

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.

WILLIAMSON COUNTY

Main Office:
904 S Main St
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-3578
www.williamson-county.org

Annex Locations:
1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) 244-8644
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) 260-4290
Fax: (512) 260-4295

412 Vance St, Ste 1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

Property Tax
Account QuickReport
As of April 30, 2011

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	4/4/2011	39554	Williamson County Tax Office	R480259 - 2010 Supplement #7 - Pay back	-4,101.88
Check	4/4/2011	39591	HORTON, ERIC DANIEL & JENETTE	R484408 - 2010 Supplement #7	-2,741.75
Check	4/4/2011	39628	Amplify Federal Credit Union	P460323 - 2010 Supplement #7	-2,875.68
Check	4/4/2011	39666	PETERSON, TROY J	R363491 - 2009 Supplement #19 = $160.21	-2,884.56
Check	4/4/2011	39691	BETHANY UNITED METHODIST CHU...	R035260 - 2010 Supplement #7	-3,458.71
Check	4/4/2011	39728	DAVIS, RUSSELL C & KAREN A	R480754 - 2010 Supplement #7	-3,177.92
Check	4/4/2011	39767	Motorphilia	P468532 - 2010 Supplement #7	-2,651.18
Check	4/4/2011	39782	GARNER, LESTER ERVIN SR & CARO...	R021734 - 2010 Supplement #7	-2,607.03
Check	4/4/2011	39816	KAKUK, FRANK J & LILLIAN M	R369212 - 2009 Supplement #19	-2,736.35
Check	4/4/2011	39552	MYERS, JERRY D & EVAJO	R400847 - 2009 & 2010 Supplements	-5,336.19
Check	4/4/2011	39600	PARK AT LAKELINE LTD THE	Multiple Properties - 2009 Agreed Judgment	-7,456.68
Check	4/6/2011	39884	Highland Six Twenty Residential, LTD.	Reissue refund ck# 39394 - Double payments	-3,493.28
Check	4/17/2011	39900	Kiester, Lockwood & Ciccone, LLP	R360646 - Overpayment	-2,959.52
Check	4/26/2011	39928	LERETA, LLC	R496376 - Erroneous payment	-2,637.05
Check	4/29/2011	39968	Georgetown BC East LP	R442208 - 2009 & 2010 Agreed Judgment	-3,963.53
Check	4/30/2011	40372	WILLIAMS CROSSING PARTNERS	R477462 - 2009 Agreed Judgment	-3,912.49
Check	4/30/2011	40222	Williamson County Tax Office	R382870 - 2010 Supplement #8	-8,886.67
Total Refunds Payable - Taxpayers					-65,880.47
TOTAL					**-65,880.47**

This Week's Asset Transfers
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Asset Transfers

Form Routing/Status

Form Started By: Patrick Strittmatter — Started On: 05/11/2011 09:20 AM

Final Approval Date: 05/11/2011

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

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

Parties involved:

FROM (Transferor Department): 560 Law Enforcement

Transferor - Elected Official/Department Head/ Authorized Staff:

LC Marshall
Print Name

Signature

May 6, 2011
Date

Contact Person:

Paul Swisher
Print Name

+1 (512) 943-1349
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

* 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 _____

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Chair	n/a	n/a	non-working
1	Metal desk	n/a	n/a	non-working
5	BDU pants (various colors) old, worn, torn	n/a	n/a	non-working
5	Class A long sleeve shirts old, worn, torn	n/a	n/a	non-working
1	HP Deskjet 950C	MY54160Q8	n/a	working
1	Docking Station	n/a	n/a	working
1	Brother Intellifax 1270	M07229325	n/a	working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

( ) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

(•) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell 4600 desktop	HMW7V51	C00624	Working
1	Dell 4300 desktop	CWOJ211	C00059	Working
1	Dell 4550 desktop	70SLK21	C00057	Working
1	Dell 4600 desktop	839KH41	C00058	Working

Parties involved:

FROM (Transferor Department): Constable Precinct One

Transferor - Elected Official/Department Head/ Authorized Staff:

Robert Chody
Print Name

Robert Chody
Signature

May 3, 2011
Date

Contact Person:

Robert Woodring
Print Name

244-8650
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

* 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

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

AA172JHB13729	210 - Road and Bridge	UDT7801
Vehicle Identification Number	Department	Door Number

500438	1979	INTERNATIONAL	DUMP TRUCK	YELLOW
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach: 1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain VEHICLE HAS BEEN CANNIBALIZED

3) Elected Official/Department Head/Authorized Staff

Print JOE ENGLAND Signature Joe M England Date 5/4/11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) 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
- ○ TRADE-IN for new assets of same general type for the county
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value
- ○ OTHER _____
- ○ TRANSFER between county departments

Comments: _____

Receiving Department: _____

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name: _____

Signature and Date: _____

Contact name and Number: _____

2) ☐ Vehicle Marked for Auction and moved to Auction Yard
☐ Forward forms and reports to County Auditor's Office

Print Mike Fox Jr Signature [signature] Date 5-4-11

Williamson County
Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FAFP71W35X123596	CONSTABLE PCT#3	3A0501
Vehicle Identification Number	Department	Door Number

171BWZ	2005	FORD	CROWN VIC	WHITE
License Plate Number	Year	Make	Model	Color

2) 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 99623

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Theresa Lock Signature [signature] Date 5-5-2011

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) 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
- ○ TRADE-IN for new assets of same general type for the county
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value
- ○ OTHER _____
- ○ TRANSFER between county departments

Comments:

Receiving Department:

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☐ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [signature] Date 5-9-11

Special Use Permit
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action regarding aSpecial Use Permit from the City of Georgetown for the Emergency Service Operation Center project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 05/11/2011 10:49 AM
Final Approval Date: 05/11/2011

Leander High School Student Recognition
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on resolution honoring Leander High School's winners of the "How Can We Lighten Up the Earth?" art competition.

Background

Leander High School students were encouraged to participate in the "2011 Lighten Up on the Earth Day drawing contest" sponsored by Clawson disposal, Inc. Scholarships were awarded by Clawson Disposal for $1,000 to the First Place winner, $500 to the Second Place winner and $250 to the third place winner. The contest was held to recognize the importance of educating future generations of the value of recycling.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Leander Art Contest Proclamation

Form Routing/Status

Form Started By: Grimes Kathy	Started On: 05/11/2011 02:53 PM
Final Approval Date: 05/12/2011	

That on the 17th day of May, 2011 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

PROCLAMATION

WHEREAS, Earth Day is a day that is intended to inspire awareness and appreciation for the Earth's natural environment, and,

WHEREAS, Leander High School students were encouraged to participate in an Earth Day contest, to draw a work of art themed on *"How Can I Lighten Up the Earth?"*; and

WHEREAS, Catherine Dawson, Ryan Unger, and Zoe Lowery entered their artwork in the *"How Can I Lighten Up the Earth"* competition and the decision of the Judges awarded their pieces First Place, Second Place, and Third Place, respectively; and

WHEREAS, as First Place winner, Catherine Dawson will have an enlarged rendition of her artwork forever displayed on the body of a brand new Clawson Recycle truck; and

WHEREAS, the above-named students have been awarded scholarships by Al Clawson Disposal, Incorporated in recognition of their accomplishments and artwork that promotes an awareness of the Earth's natural environment.

NOW THEREFORE BE IT RESOLVED; that the above named persons be recognized and honored by the Williamson County Commissioners Court, this 17th day of May, 2011.

_____

Dan A. Gattis, County Judge

International Internal Audit Awareness Month
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Julie Kiley, County Auditor
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding recognition of May 2011 as International Internal Audit Awareness Month.

Background

The Institute of Internal Auditor's has declared the month of May 2011 as Internal Internal Audit Awareness Month. We would like to take this opportunity to stress the importance of Internal Audit in any organization and explain the role in County Government. We would also like to recognize the Internal Audit Division of the County Auditor's office and the staff that perform this very important function.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Julie Kiley Started On: 05/12/2011 10:36 AM

Final Approval Date: 05/12/2011

CR111 at N. Fork of McNutt Creek AFA Resolution
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Resolution for TxDOT Advance Funding Agreement Williamson County 0914-05-142 for the construction of a bridge replacement on CR 111 at N. Fork of McNutt Creek.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: CR111 at N. Fork of McNutt Creek AFA Resolution

Form Routing/Status

Form Started By: Marie Walters — Started On: 05/12/2011 11:42 AM
Final Approval Date: 05/12/2011

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of _____, 201_, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for ***"Williamson County 0914-05-142, CR 111 at N. Fork of McNutt Creek. The project includes construction of a bridge replacement on CR 111 at N. Fork of McNutt Creek"*** which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ___ day of _____, 201_.

_____
Dan A. Gattis, County Judge

Attest:

_____
Nancy E. Rister, County Clerk

CR 351 at Donahoe Creek TxDOT AFA Resolution
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Resolution for TxDOT Advance Funding Agreement Williamson County 0914-05-172 for the bridge replacement or rehabilitation of the Off the State System bridge CR 351 at Donahoe Creek.

Background

CR 351 at Donahoe Creek TxDOT AFA was approved by Williamson County Commissioners Court on March 22, 2011

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: CR351 at Donahoe Creek AFA Resolution

Form Routing/Status

Form Started By: Marie Walters
Started On: 05/12/2011 11:46 AM
Final Approval Date: 05/12/2011

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of _____, 201_, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for ***"Williamson County 0914-05-172, CR 351 at Donahoe Creek. The project includes the bridge replacement or rehabilitation of the Off the State System bridge CR 351 at Donahoe Creek"*** which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ___ day of _____, 201_.

_____
Dan A. Gattis, County Judge

Attest:

_____
Nancy E. Rister, County Clerk

RM620 Cornerwood to Wyoming Springs TxDOT AFA Resolution
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Resolution for TxDOT Advance Funding Agreement Williamson County 0683-01-079 for the widening of RR 620 to a 4-lane divided roadway from Cornerwood to Wyoming Springs.

Background

This TxDOT AFA was approved by Williamson County Commissioners Court on May 3, 2011.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: RM620 Cornerwood to Wyoming Springs AFA Resolution

Form Routing/Status

Form Started By: Marie Walters
Started On: 05/12/2011 11:51 AM
Final Approval Date: 05/12/2011

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of _____, 201_, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for ***"Williamson County 0683-01-079, RM 620: Cornerwood to Wyoming Springs. The project includes widening of RR 620 to a 4-lane divided roadway from Cornerwood to Wyoming Springs"*** which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ___ day of _____, 201_.

_____
Dan A. Gattis, County Judge

Attest:

_____
Nancy E. Rister, County Clerk

TxDOT AFA SH45 at O'Connor Interchange
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on TxDOT Advance Funding Agreement for Williamson County 0683-06-027 & 0683-06-028 for the construction of the SH 45 at O'Connor Interchange.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: SH45 at O'Connor Interchange TxDOT AFA

Form Routing/Status

Form Started By: Marie Walters
Started On: 05/10/2011 03:45 PM
Final Approval Date: 05/12/2011

CSJ #0683-06-027 & 0683-06-028
District # 14
Code Chart 64 #50246
SH 45 at O'Connor Interchange
CFDA#:N/A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

WHEREAS, Commission Minute Order Number 111976 authorizes the State to undertake and complete a highway improvement generally described as toll facilities and construction of Interchange; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by contributing funding toward the construction of the SH 45 at O'Connor Interchange, hereinafter called the "Project"; and,

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

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

AGREEMENT

Article 1. Time Period Covered

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

Article 2. Project Funding and Work Responsibilities

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

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

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

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

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

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

Article 3. Right of Access
If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site
The Local Government will provide for the acquisition of all necessary right-of-way and adjustment of utilities needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange
The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Interest
The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work
Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs
In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

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

Article 10. Maintenance
Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination
This agreement may be terminated in the following manner:

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

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

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

Article 12. Notices
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
Williamson County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626	Austin District Engineer 7901 North Interregional Highway Austin, Texas 78753

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

Article 13. Sole Agreement
In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments
By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor
The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as

acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- **a.** examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- **b.** interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- **a.** to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- **b.** to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

Article 17. Insurance

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

Article 18. Debarment

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

Article 19. Signatory Warranty

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

Article 20. Master Advance Funding Agreement

The Master Agreement Governing Local Transportation Project Advance Funding Agreements is incorporated by reference.

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

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

By_____ Date_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

THE LOCAL GOVERNMENT

Name of the Local Government _Williamson County_____

By_____ Date_____

Typed or Printed Name and Title _____

_____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will contribute towards the cost of the SH 45 at O'Connor Interchange, which is an on-system location. The Local Government's fixed participation of $7,500,000 will be applied first toward the cost of the construction bid items for the interchange, frontage road and ramps. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
0683-06-027: Construction of Interchange, frontage road and ramps	$39,500,000	N/A	$0	75%	$32,000,000	25%	$7,500,000
0683-06-028: Construction of toll collection facilities	$4,100,000	N/A	$0	100%	$4,100,000	0%	$0
Subtotal	$43,600,000		$0		$36,100,000		$7,500,000
Direct State Costs (including plan review, inspection and oversight) 1%	$395,000		$0	100%	$395,000	0%	$0
Indirect State Costs (no local participation required except for service projects)	$0		$0		$0		$0
TOTAL	**$43,995,000**		**$0**		**$36,495,000**		**$7,500,000**

Indirect State Cost will not be charged.

Local Government's Participation = $7,500,000 (Fixed)

Work Responsibilities

1. **Environmental Requirements**

   The State shall be responsible for identification of all environmental issues associated with this project and shall be responsible for preparation of the appropriate environmental documentation necessary to secure environmental clearance for the Project.

2. **Engineering Services**

   The Local Government and the State are preparing or causing to be prepared the engineering plans, specifications, and estimates (P.S. & E.) necessary for the development of the Project. The P.S. & E. shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State. The scope, roles and responsibilities of the parties and the State's and Local Government's representative have been identified in separate work authorizations with the representative.

   The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards.

3. **Construction Responsibilities**

   The State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

   The State will use its approved contract letting and award procedures to let and award the construction contract.

4. **Project Maintenance**

   The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

TxDOT AFA Resolution for SH45 at O'Connor Interchange
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Resolution for TxDOT Advance Funding Agreement Williamson County 0683-06-027 & 0683-06-028 for the construction of the SH 45 at O'Connor Interchange.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: SH45 at O'Connor Interchange Resolution for TxDOT AFA

Form Routing/Status

Form Started By: Marie Walters
Started On: 05/10/2011 03:59 PM
Final Approval Date: 05/12/2011

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of _____, 201_, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for ***Williamson County 0683-06-027 & 0683-06-028, SH 45 at O'Connor Interchange. The project includes construction of the SH 45 at O'Connor Interchange*** which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ___ day of _____, 201_.

_____
Dan A. Gattis, County Judge

Attest:

_____
Nancy E. Rister, County Clerk

To Discuss and Take appropriate action on Advance Funding Agreement between TxDOT and Williamson County

Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss and take appropriate action on Advance Funding Agreement between Williamson County and TxDOT for CR 111 at N. Fork of McNutt Creek.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: CR111 McNutt

Form Routing/Status

Form Started By: Lydia Linden Started On: 05/12/2011 10:55 AM

Final Approval Date: 05/12/2011

Texas Department of Transportation

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

January 26, 2011

Williamson County
0914-05-142
CR 111 at N. Fork of McNutt Creek

The Honorable Dan Gattis, Sr.
County Judge
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

Dear Judge Gattis:

Enclosed are two Advance Funding Agreements for the above referenced project. The project consists of the construction of a bridge replacement on CR 111 at N. Fork of McNutt Creek. According to Attachment D, the County has opted to participate in the cost of the project in lieu of providing an equivalent match project.

Please include a copy of the Commissioner Court action agreeing to enter into this Agreement and return the two executed documents to my attention for final processing. A fully executed agreement will be returned for your records.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,

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

Attachments

cc: John Wagner, P.E.
Robert B. Daigh, P.E., Williamson County
James Klotz, P.E., HNTB

CSJ # 0914-05-142
District # 14 - Austin
Code Chart 64 # 50246
Project: BR ( )
CR 111 at N Fork of McNutt Crk
Structure No.: 142460AA0535001
CFDA # 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

ORIGINAL

LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Williamson acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at North Fork McNutt Creek on CR 111 and said bridge(s) is included in the currently approved program of work for Off-State System Federal-Aid Bridge Replacement and Rehabilitation as authorized by Texas Transportation Commission Minute Order number 112237, dated April 29, 2010; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project (the Project) identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

CSJ # 0914-05-142
District # 14 - Austin
Code Chart 64 # 50008
Project: BR ( )
CR 111 at N Fork of McNutt Crk
Structure No.: 142460AA0498001
CFDA # 20.205

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.

3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work
   The scope of work for this LPAFA is the replacement or rehabilitation of the bridge(s) identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this LPAFA and which are incorporated herein by reference.

6. Right of Way and Real Property
   The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. Adjustment of Utilities
   The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation
   Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

   a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
   b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs."
   c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.

   The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services will be Provided by the State
    The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

12. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds
    a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs."
    b. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
    c. The Local Government participation is based upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for

state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.

d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check to the State in the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
i. The State will not pay interest on any funds provided by the Local Government.
j. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
k. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
l. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in

consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to **N/A** percent.

m. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

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

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.

c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.

d. Responsibilities of the Local Government on EMP(s)

(1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.

(2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.

(3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for

four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s). At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

(4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: **Texas Department of Transportation**
Attn: District Engineer
7901 N. IH 35
Austin, TX 78753

Local Government: **Williamson County**
Attn: County Judge
710 S. Main Street - Suite 101
Georgetown, TX 78626

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

16. Lobbying Certification. The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

17. Incorporation. The Master Agreement is incorporated into this agreement as if fully set forth herein.

18. Local Government Restrictions. In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

19. Debarment Certification. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

20. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

CSJ # 0914-05-142
District # 14 - Austin
Code Chart 64 # 50008
Project: BR ( )
CR 111 at N Fork of McNutt Crk
Structure No.: 142460AA0498001
CFDA # 20.205

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Signature

_____
Printed Name of Signatory

Title: Williamson County Judge

Date: _____

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

By: _____
David P. Hohmann, PE
Director, Bridge Division

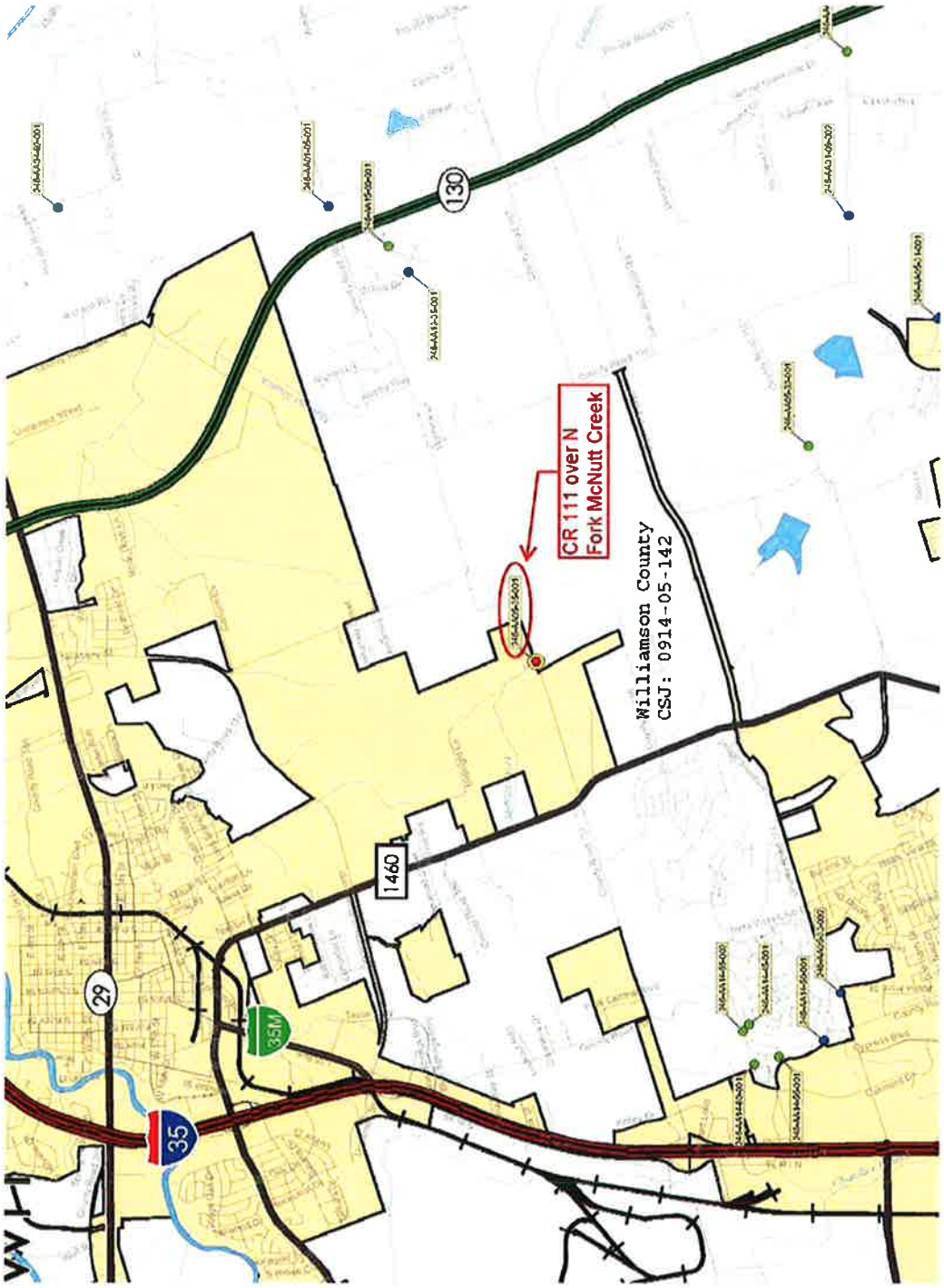
Date: _____

CSJ # 0914-05-142
District # 14 - Austin
Code Chart 64 # 50008
Project: BR ( )
CR 111 at N Fork of McNutt Crk
Structure No.: 142460AA0498001
CFDA # 20.205

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0914-05-142
District # 14 - Austin
Code Chart 64 # 50008
Project: BR ( )
CR 111 at N Fork of McNutt Crk
Structure No.: 142460AA0498001
CFDA # 20.205

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0914-05-142
District # 14 - Austin
Code Chart 64 # 50008
Project: BR ( )
CR 111 at N Fork of McNutt Crk
Structure No.: 142460AA0498001
CFDA # 20.205

ATTACHMENT C (See Note**)

LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP (See Note *)				
Balance of EMP work available to associated PWP(s)				

Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ # 0914-05-142
District # 14 - Austin
Code Chart 64 # 50008
Project: BR ( )
CR 111 at N Fork of McNutt Crk
Structure No.: 142460AA0498001
CFDA # 20.205

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

		Estimated Cost	Local Government Participation
Preliminary Engineering (PE) (16.2 %)	(1)	$ 84,240	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation			(3) $ 8,424
Construction		$ 520,000	
Engineering and Contingency (E&C) (14.5 %)		$ 75,400	
The Sum of Construction and E&C	(2)	$ 595,400	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation			(4) $ 59,540
Amount of Advance Funds Paid by Local Government *			(5) $ 0
Amount of Advance Funds to be Paid by Local Government *			(6) $ 67,964
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6) $ 0
Total Project Direct Cost	(1+2)	$ 679,640	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $ 0

Chandler IIIA Contract
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Yancey Williamson Partnership, L.P. for ROW needed on Chandler IIIA. (PARCEL4)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: YANCEY (4) RE Contract

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/11/2011 12:16 PM

Final Approval Date: 05/11/2011

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between YANCEY WILLIAMSON PARTNERSHIP, L.P., (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 4.91 acre tract of land, more or less, situated in the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 4)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of FIFTY THREE THOUSAND FOUR HUNDRED and 00/100 Dollars ($53,400.00).

Special Provisions

2.02. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION: N/A**

2.02.1. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one (1) driveway connection between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the locations and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements, and which location otherwise complies with the driveway policies and spacing requirements of Williamson County or other applicable permitting jurisdiction. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before June 3, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C attached hereto.

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the Purchase Price and Additional Compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

SELLER:

YANCEY WILLIAMSON PARTNERSHIP, L.P.

By:_____ Address:_____
Its:_____
Date:_____ _____

PURCHASER:

COUNTY OF WILLIAMSON

By: _____ Address: 710 Main Street
Dan A. Gattis, County Judge Suite 101
Date: _____ Georgetown, Texas 78626

EXHIBIT _____

County: Williamson
Tract No.: 4
Road: Chandler Road Phase IIIA
Owner: Yancey Family Limited Partnership

PROPERTY DESCRIPTION FOR TRACT 4

ALL OF THAT CERTAIN 4.91 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NUMBER 610, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 130.945 ACRE TRACT OF LAND RECORDED IN THE NAME OF YANCEY FAMILY LIMITED PARTNERSHIP IN DOCUMENT NUMBER 2002072114 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found for the southeasterly corner of a called 219.99 acre tract of land recorded in the name of Norman E. Fuessel in Document Number 9847146 (Tract 1) of the O.P.R.W.C., said iron pipe also being the northeasterly corner of a called 220.09 acre tract of land recorded in the name of Norman E. Fuessel in Document Number 9847146 (Tract 2) of the O.P.R.W.C., also being on the westerly line of a called 130.945 acre tract of land recorded in the name of Reed Land Management, Ltd. in Document Number 2002035897 of the O.P.R.W.C.;

Thence, through and across said 130.945 acre Reed tract, North 68 degrees 38 minutes 26 seconds East, a distance of 60.00 feet to a calculated point for an ell corner of said 130.945 acre Reed tract, said point being the northwesterly corner of said 130.945 acre Yancey tract for the **POINT OF BEGINNING** of the herein described tract;

Thence, with the southerly line of said 130.945 acre Reed tract and the northerly line of said 130.945 acre Yancey tract, North 68 degrees 38 minutes 12 seconds East, a distance of 1,811.34 feet to a calculated point for the southeasterly corner of said 130.945 acre Reed tract and the northeasterly corner of said 130.945 acre Yancey tract, said point also being on the westerly line of a called 200.01 acre tract pf land recorded in the name of Guadalupe Sanchez in Document Number 9664331 of the O.P.R.W.C.;

Thence, with the easterly line of said 130.945 acre Yancey tract and the westerly line of said 220.01 acre Sanchez tract, South 21 degrees 23 minutes 36 seconds East, a distance of 193.41 feet to a 5/8-inch iron rod set;

Thence, through and across said 130.945 acre Yancey tract, South 73 degrees 23 minutes 16 seconds West, a distance of 1,817.64 feet to a 5/8-inch iron rod set on the westerly line of said 130.945 acre Yancey tract, said iron rod being on the easterly line of aforesaid 130.945 acre Reed tract;

Thence, with the westerly line of said 130.945 acre Yancey tract and the easterly line of said 130.945

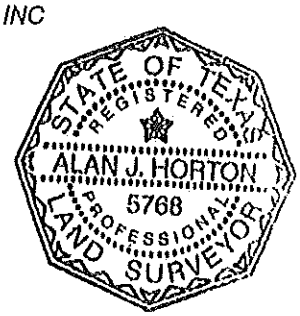
acre Reed tract, North 21 degrees 25 minutes 42 seconds West, a distance of 42.85 feet to the **POINT OF BEGINNING** and containing 4.91 acres of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearings and Coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93), all distances are surface.

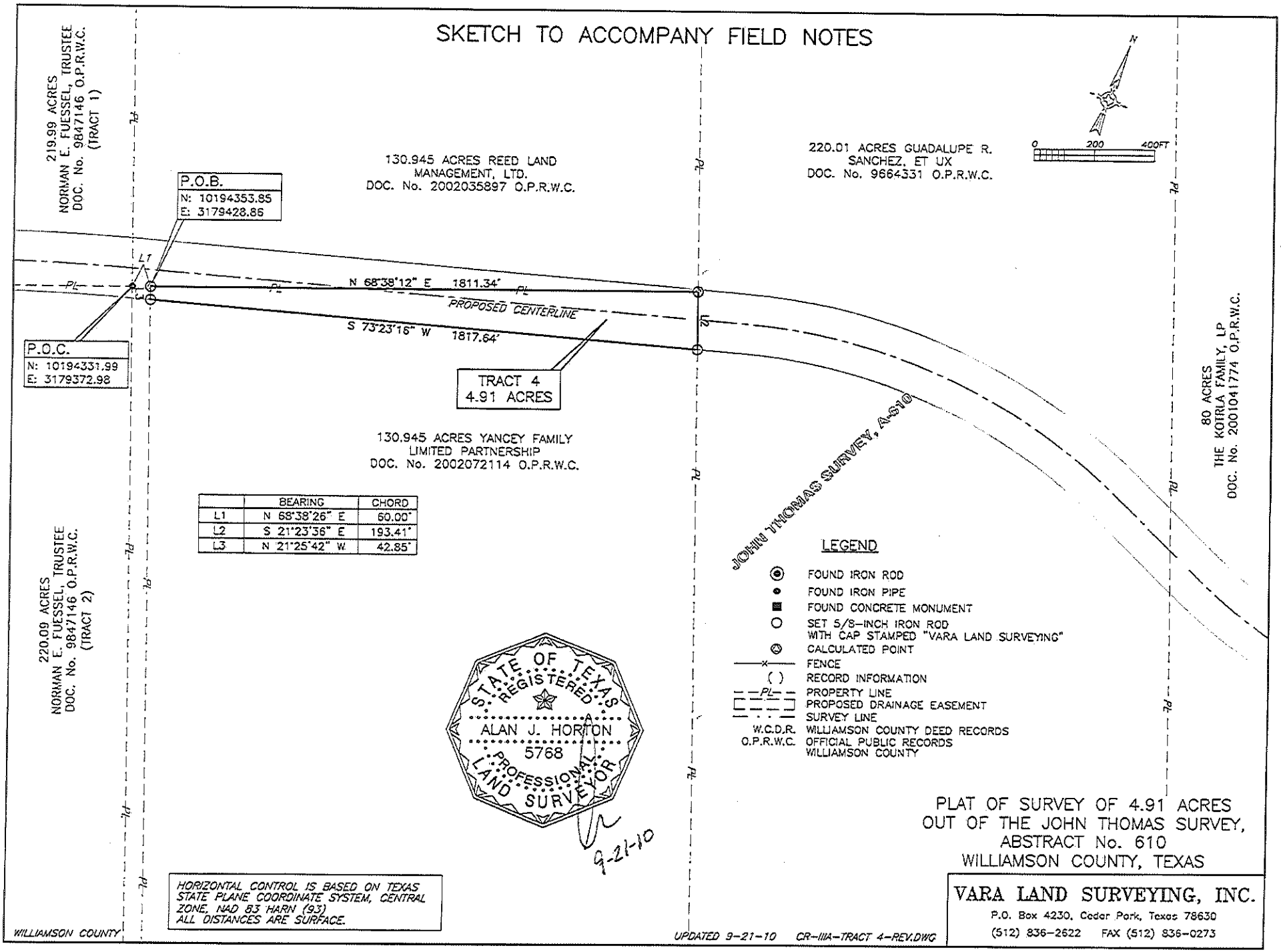
I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.

VARA LAND SURVEYING, INC
P.O. Box 4230,
Cedar Park, Texas 78630
Ph: (512) 836-2622
Cr-lilla-tract 4-rev.doc



Alan J. Horton
Registered Professional Land Surveyor
No. 5768 – State of Texas
Date: September 21, 2010

SKETCH TO ACCOMPANY FIELD NOTES



	BEARING	CHORD
L1	N 68°38'26" E	60.00'
L2	S 21°23'36" E	193.41'
L3	N 21°25'42" W	42.85'

LEGEND

- FOUND IRON ROD
- FOUND IRON PIPE
- FOUND CONCRETE MONUMENT
- SET 5/8-INCH IRON ROD WITH CAP STAMPED "VARA LAND SURVEYING"
- CALCULATED POINT
- FENCE
- ( ) RECORD INFORMATION
- PL PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT
- SURVEY LINE
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

STATE OF TEXAS
REGISTERED
ALAN J. HORTON
5768
PROFESSIONAL
LAND SURVEYOR

9-21-10

HORIZONTAL CONTROL IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 HARN (93)
ALL DISTANCES ARE SURFACE.

PLAT OF SURVEY OF 4.91 ACRES
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT No. 610
WILLIAMSON COUNTY, TEXAS

VARA LAND SURVEYING, INC.
P.O. Box 4230, Cedar Park, Texas 78630
(512) 836-2622 FAX (512) 836-0273

UPDATED 9-21-10 CR-IIIA-TRACT 4-REV.DWG

Chandler IIIA Contract
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Reed land Management, Ltd. for ROW needed on Chandler IIIA. (PARCEL 3)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: REED (3) RE Contract

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 05/11/2011 12:20 PM
Final Approval Date: 05/11/2011	

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between REED LAND MANAGEMENT, LTD., (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 3.669 acre tract of land, more or less, situated in the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 3)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of FORTY THOUSAND and 00/100 Dollars ($40,000.00).

Special Provisions

2.02. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION: N/A**

2.02.1. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct two (2) driveway connections between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the locations and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements, and which locations otherwise comply with the driveway policies and spacing requirements of Williamson County or other applicable permitting jurisdiction. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

2.02.2. As an obligation which shall survive the closing of this transaction, Purchaser further agrees to install one (1) utility sleeve casing of sixteen (16) inches in diameter underneath and perpendicular to the proposed roadway improvements across the width of the proposed right of way for utility crossing use by Seller, its successors and assigns. The sleeve shall be installed at the location agreed to between Seller and Purchaser prior to construction of the roadway improvements, and Seller must submit a proposed sleeve location to Purchaser in writing for engineering approval within 30 days after the closing of this transaction. Seller agrees to provide purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

2.02.3. As an obligation which shall survive the closing of this transaction, Purchaser agrees that reasonable access between Seller's southern and northern remainder properties for the purposes of farm equipment travel shall be maintained at all times throughout the construction of the proposed Chandler Road improvement project upon the Property purchased herein, and Purhcaser shall require any agent or contractor constructing the roadway improvements to be obligated to provide access to Seller as set out herein.

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before June 3, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C attached hereto.

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the Purchase Price and Additional Compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

SELLER:

REED LAND MANAGEMENT, INC.

By:_____ Address:_____

Its:_____

Date:_____ _____

PURCHASER:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

CHANDLER ROAD PHASE IIIA PARCEL 3

METES AND BOUNDS DESCRIPTION

FOR A 3.669-ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 130.945-ACRE TRACT OF LAND CONVEYED TO REED LAND MANAGEMENT LTD. AS DESCRIBED IN DOCUMENT NO. 2002035897 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.669-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set stamped "Diamond Surveying" on a point in the easterly boundary line of said Reed Land Management tract, same being on a point in the westerly boundary line of the called 220.01-acre tract of land conveyed to Guadalupe R. Sanchez and wife, Minerva G. Sanchez, as recorded in Document No. 9664331 of the Official Records of Williamson County, Texas, for the POINT OF BEGINNING hereof, and from which a 1/2" iron rod found monumenting the northeast corner of said Reed Land Management tract, same being on the northwest corner of said Sanchez tract, bears N21°23'06"W a distance of 2934.60 feet;

THENCE with the common boundary line of said Reed Land Management tract and Sanchez tract, S21°23'06"E for a distance of 5.10 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" on an angle point in the easterly boundary line of said Reed Land Management tract, same being on the northeast corner of the called 130.945-acre tract of land conveyed to the Yancey Family Limited Partnership as recorded in Document No. 2002072114 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found monumenting the southeast corner of said Yancey Family Limited Partnership tract bears S21°23'06"E for a distance of 3133.66 feet;

THENCE with the common boundary line of said Reed Land Management tract and Yancey Family Limited Partnership tract, the following two (2) courses and distances:

1) S68°34'37"W for a distance of 1814.21 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" on an angle point in the easterly boundary line of said Reed Land Management tract, same being on the northwest corner of said Yancey Family Limited Partnership tract;

2) S21°25'23"E for a distance of 42.91 feet to a capped 1/2" iron rod set stamped "Diamond Surveying";

THENCE through the interior of said Reed Land Management tract, the following two (2) courses and distances:

1) S73°23'16"W for a distance of 20.53 feet to a capped 1/2" iron rod set stamped "Diamond Surveying", on the beginning point of a curve;

2) With a curve to the left an arc distance of 39.68 feet, said curve having a radius of 8399.98 feet, a central angle of 0°16'14", and a long chord which bears S73°15'09"W for a distance of 39.68 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" on a point in the westerly boundary line of said Reed Land Management tract, same being on a point in the easterly boundary line of the called 220.09 acre tract of land described as TRACT TWO in a warranty deed to Norman E. Fuessel, Sole Trustee, of the Fuessel Family Trust, as recorded in Document No. 9847146 of the Official Records of Williamson County, Texas, and from which a 1/2" iron rod found monumenting the southwest corner of said Reed Land Management tract, same being the southeast corner of said Fuessel TRACT TWO, bears S21°25'23"E for a distance of 3093.06 feet;

THENCE with the common boundary line of said Reed Land Management tract and Fuessel TRACT TWO, N21°25'23"W for a distance of 37.96 feet to a 1" iron pipe found monumenting the northeast corner of said TRACT TWO, same being on the southeast corner of the called 219.99 acre tract of land described as TRACT ONE in a warranty deed to Norman E. Fuessel, Sole Trustee, of the Fuessel Family Trust, as recorded in Document No. 9847146 of the Official Records of Williamson County, Texas;

THENCE with the common boundary line of said Reed Land Management tract and Fuessel TRACT ONE, N21°24'57"W for a distance of 162.66 to a capped 1/2" iron rod set stamped "Diamond Surveying", and from which a T-post found marking the northwest corner of said Reed Land Management tract, same being on the northeast corner of said Fuessel TRACT ONE, bears N21°24'57"W for a distance of 2802.72 feet;

THENCE through the interior of said Reed Land Management tract, the following two (2) courses and distances:

1) With a curve to the right an arc distance of 56.48 feet, said curve having a radius of 8599.98 feet, a central angle of 0°22'34", and a long chord which bears N73°11'59"E for a distance of 56.48 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" on the end point of this curve;

2) N73°23'16"E for a distance of 1824.32 feet to the POINT OF BEGINNING hereof and containing 3.669 acres of land more of less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Scale Factor used for this survey is 1.00012.

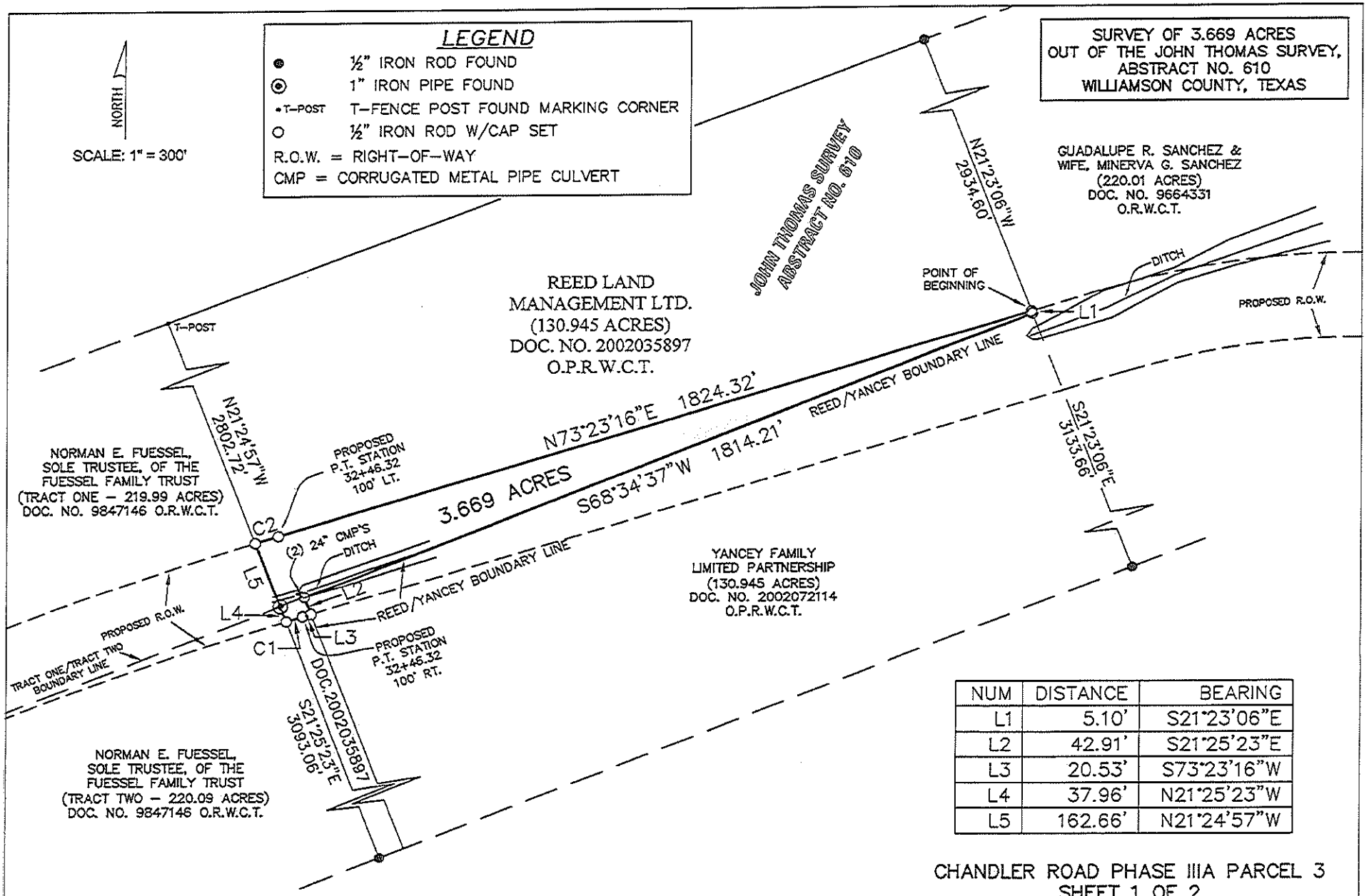
A Sketch of Survey has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100

April 11, 2011

SHANE SHAFER, R.P.L.S. NO. 5281 DATE





NUM	DISTANCE	BEARING
L1	5.10'	S21°23'06"E
L2	42.91'	S21°25'23"E
L3	20.53'	S73°23'16"W
L4	37.96'	N21°25'23"W
L5	162.66'	N21°24'57"W

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	0°16'14"	39.68'	8399.98'	S73°15'09"W	39.68'
C2	0°22'34"	56.48'	8599.98'	N73°11'59"E	56.48'

CHANDLER ROAD PHASE IIIA PARCEL 3
SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

SURVEY OF 3.669 ACRES
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT NO. 610
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. The tract shown hereon lies within Flood Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain) according to Flood Rate Map for Williamson County, Texas, Map No. 48491c0510 E dated September 26, 2008.

2. Bearing Basis: Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93). Distances shown hereon are surface. A metes and bounds description has been prepared to accompany this survey sketch.

TITLE COMMITMENT NOTES

The Surveyor has reviewed Commitment for Title Insurance GF No. 9691-10-1284 issued by Title Resources Guaranty Company, issue date October 21, 2010, with regard to any record easements, right of way or setbacks affecting the subject property.

10b) An access and telephone line easement and agreement granted to D.C. Reed and Burt Dyke, recorded in Volume 340, Page 148, Deed Records of Williamson County, Texas, Does not affect subject tract.

10c) A Water Line Easement granted to Jonah Water Supply Corp., recorded in Volume 563, Page 692, Deed Records of Williamson County, Texas. Blanket type Easement, may affect subject tract.

CERTIFICATION TO: Williamson County, Texas, and Texas American Title Company EXCLUSIVELY.

THE UNDERSIGNED CERTIFIES THAT THIS SURVEY WAS THIS DAY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND OF THE REAL PROPERTY SHOWN ON THE SURVEY, AND AFTER THE EXERCISE OF PROFESSIONAL DILIGENCE AND REASONABLE CARE THAT THIS SURVEY IS CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF; THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, OR BOUNDARY CONFLICTS OR VISIBLE ENCROACHMENTS, PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

APRIL 11, 2011

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

CHANDLER ROAD PHASE IIIA PARCEL 3
SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Interlocal Agreement
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on Ronald Reagan Phase IV.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Reagan IV ILA

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 05/11/2011 12:22 PM
Final Approval Date: 05/11/2011	

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(Ronald Reagan Phase IV Roadway Improvements at CR 234)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

Recitals

WHEREAS, the County desires to proceed with "Phase 4" of the Ronald Reagan Boulevard roadway improvement project in Williamson County, and

WHEREAS, the proposed Phase 4 Ronald Reagan roadway improvement project includes the acquisition of right-of-way and construction of roadway improvements near County Road 234 in an area where the District holds easement rights, and owns and operates water system improvements;

WHEREAS, the construction of the roadway improvements requires the relocation of the Districts' existing waterline improvements that are in conflict with the roadway, and the County has agreed to undertake such relocation at its sole cost and expense while undertaking the roadway improvements,

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District's existing water system improvements in connection with the County's construction of the Phase 4 Ronald Reagan roadway improvements at County Road 234.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.03 "Conflict Area" means the area in which the Ronald Reagan Boulevard right-of-way overlaps the Existing Easement and the Existing Waterline Improvements, as more particularly identified in **Exhibit "A"** attached hereto.

1.04 "County" means Williamson County, Texas.

1.05 "District Costs" means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; and (iii) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit "D"** without the County's prior written consent.

1.06 "Effective Date" means the last date of execution of this Agreement by the Parties; provided both of the Parties must execute this Agreement for it to be effective.

1.07 "Engineering Services Agreement" means the contract for engineering services relating to the Waterline Improvements entered intoby the District and Halff Associates, Inc.. In the event of termination of such contract for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.08 "Existing Easement" means the easement(s) held by the District in which the Existing Waterline Improvements are located.

1.09 "Existing Waterline Improvements" means the existing water transmission line improvements and related facilities, equipment and appurtenances owned and operated by the District that are located in the Conflict Area. A description of the Existing Waterline Improvements and their location are more particularly identified in **Exhibit "A"**.

1.10 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.11 "Project" means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.12 "Project Contractor" means the contractor(s) that enter into a contract with the County for construction of the Project.

1.13 "Roadway Improvements" means the acquisition of right-of-way and construction of an extension of Ronald Reagan Boulevard to be undertaken by the County.

1.14 "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; participation in meetings relating to the Project; and all other employee, administrative, engineering and consultant services performed relating to the District's interests in the Project.

1.15 "Waterline Improvements" means the design and construction of the improvements to the District's water system to be undertaken by the Project Contractor as part of the Project, at the County's sole cost and expense, as more particularly described on **Exhibit "B"** attached hereto: (i) the installation of new 3-inch PVC water transmission line and related equipment and appurtenances in the Conflict Area; (ii) the construction of ____-inch encasement for such new water; and (iii) such actions as may be necessary to ensure the continuation of water service and operation of the Existing Waterline Improvements until the Waterline Improvements are completed and become operational. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of additional District facilities, then any such additional water system improvements that must be relocated, modified, or protected will be deemed Waterline Improvements to be undertaken at the County's sole cost and expense for purposes of this Agreement.

II.
STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for the construction of water system improvements by the County, and at the County's sole cost and expense, in order to relocate the Existing Waterline Improvements that are in conflict with the Roadway Improvements.

III.
PROJECT COMMITEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

(i) The design of the Waterline Improvements;

(ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;

(iii) The periodic review of the status of construction of the Waterline Improvements;

(iv) The review and approval of change orders relating to the construction of the Waterline Improvements;

(v) The confirmation of final completion of construction of the Waterline Improvements; and

(vi) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV.
DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County as set forth in Section 4.04 below. The costs of all Waterline Design Work shall qualify as District Waterline Costs for purposes of this Agreement, and the County shall reimburse the District for 100% of the payment made by the District for such services in accordance with Section 4.04 below.

(b) The County shall pay all engineering and design costs relating to the Project other than those initially paid by the District for the Waterline Improvements. By way of example and without limitation, the County shall pay all engineering and design costs relating to the Roadway Improvements.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, the District shall identify any additional District Waterline Costs incurred by the District relating to the Project for which the County is responsible for payment. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "**Due Date**"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V.
EASEMENT MATTERS

5.01 Existing Easements. The Parties acknowledge and agree that the District shall not release any existing easement rights in the Conflict Area, and the Existing Easement shall remain in full force and effect for all purposes. The County specifically acknowledges and agrees as follows with respect to the Existing Easement:

(i) The County agrees that the District is not releasing, relinquishing, waiving or abandoning any of its rights or interests under the Existing Easement in whole or in part, and all such rights and interests shall remain in full force and effect notwithstanding the prior or future acquisition of right-of-way lands by the County.

(ii) The County further acknowledges and agrees that the District acquired its rights under, and interests to, the Existing Easement prior to the date on which the County secured or will secure public right-of-way for the Project, and specifically acknowledges and agrees that the lands within the Existing Easement did not constitute public right-of-way at the time the District secured the Existing Easement.

(iii) The County acknowledges and agrees that the District shall have the right to construct additional infrastructure improvements within, and to otherwise exercise all rights under, the Existing Easement.

(iv) In the event the County does not authorize the Existing Waterline Improvements or the Existing Easement to remain in place, or prohibits the District from exercising any rights under the Existing Easement (including the construction of additional improvements within the Existing Easement), then the County agrees to pay

all costs and expenses associated with relocating the District's facilities or construction of new facilities in a location that does not conflict with the County right-of-way, including the costs of acquisition of new easements.

(v) The County agrees that the District is not releasing its rights to future relocation of the Waterline Improvements (and for any additional facilities constructed within the Existing Easement) at the sole cost and expense of the entity requiring future relocation, and the District expressly reserves such rights.

(vi) The County acknowledges and agrees that the District shall retain all rights to enforce the terms of the Existing Easement, and this Agreement does not constitute any waiver or relinquishment of any such rights.

(vii) The District shall have no obligation to repair or replace any damage to the Roadway Improvements caused by the exercise of the District's rights under the Existing Easement, and the County expressly releases the District from any liability or costs associated therewith.

(viii) The County agrees that it shall not authorize or permit any other parallel subsurface utilities to be located within the Existing Easement.

VI.
CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The Existing Waterline Improvements shall be kept operational, and water service to existing customers of the District from such facilities shall continue, until the Waterline Improvements are completed, become operational, and are accepted;

(ii) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(iii) The District shall be named as an additional insured on the contractor's insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any part of the Bid Documents as they relate to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

6.04 Construction of Waterline Improvements.

(a) **General**. The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements, and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs associated with the construction of the Project.

(b) **Inspection**.

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(c) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District's representatives on the Project Committee will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District's representatives fail to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to or impact the Waterline Improvements) will be made in the County's sole discretion.

(d) **Insurance**. The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements. The County shall also pay 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on **Exhibit "D"** attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within the Existing Easement.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County's sole cost and expense, regardless of whether such service lines are identified as Existing Water Line Improvements or Waterline Improvements in this Agreement.

VII.
CONVEYANCE

7.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit "C"**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements.

VIII.
DISPUTES

8.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative

action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

8.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 8.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

8.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

8.04 Attorneys' Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit or adjudication from the non-prevailing Party as provided by Texas Local Government Code § 271.159.

IX.
GENERAL PROVISIONS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

9.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

9.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:
Chisholm Trail Special Utility District
P.O. Box 249
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103

COUNTY:
Williamson County
710 Main Street, Suite 101
Attn: Judge Dan A. Gattis
Telephone: (512) 943-1577

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Conflict Area and Description of Existing Waterline Improvements
Exhibit B - Waterline Improvements
Exhibit C- Form of Bill of Sale

Exhibit D- Internal Administrative Cost Budget

9.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

9.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:

_____
Secretary

By:_____
Printed Name:_____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

_____
County Clerk

By:_____
Printed Name:_____
Title: County Judge

Date: _____

EXHIBIT "A"

CONFLICT AREA AND DESCRIPTON OF EXISTING WATERLINE IMPROVEMENTS



HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-8356
TEL (512) 252-8184
FAX (512) 252-8141

RONALD REAGAN BLVD IMPROVEMENTS

AT CR 234

CTSUD AND WILLIAMSON COUNTY, TX ILA

N

HALFF ASSOCIATES, INC.
ENGINEERS - SURVEYORS - SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for interim Review and not intended for Regulatory Approval, Permit, Bidding, or Construction purposes. They were prepared by or under the supervision of:

Noah S. Shaffer	107722	4/27/11
Type or Print Name	PE*	Date

	28102
	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=50'

Sheet Title

EXHIBIT A
PROJECT AREA
RONALD REAGAN BLVD.
AND CR 234

EXHIBIT "B"

WATERLINE IMPROVEMENTS



HALFF
4335 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-8354
TEL (512) 252-8141
FAX (512) 252-8141

RONALD REAGAN BLVD IMPROVEMENTS

AT CR 234

CTSUD AND WILLIAMSON COUNTY, TX ILA

N

HALFF ASSOCIATES, INC.
ENGINEERS - SURVEYORS - SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

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Noah S. Shaffer	107722	4/27/11
Type or Print Name	P.E.*	Date

	28102
	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=50'

Sheet Title

EXHIBIT B
WATER IMPROVEMENTS
RONALD REAGAN BLVD.
AND CR 234

4/26/2011 2:41:13 PM

EXHIBIT "C"

FORM OF BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

_____
_____
_____
_____

Grantee: _____

Grantee's Mailing Address (including county):

_____
_____
_____
_____

Consideration: Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.
Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

a) the Facilities as described on Exhibit "A"; and,

b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements"" dated _____. 2011, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Printed Name:_____
Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By:_____
Printed Name:_____
Title: _____

Date: _____

EXHIBIT "D"

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed $100,000 without prior written approval from the County. This exhibit shall not be construed to limit the County's obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

CR 245- ILA

Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on CR 245.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: CR 245-ILA

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/11/2011 12:26 PM

Final Approval Date: 05/11/2011

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 245 Realignment Project)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

Recitals

WHEREAS, the County desires to realign County Road 245 ("CR 245") in Williamson County, and

WHEREAS, the proposed CR 245 realignment project includes the acquisition of right-of-way and roadway improvements in areas where the District's water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the District's existing water system improvements into new water line easements to be located adjacent to CR 245, as realigned; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate a portion of the District's water system improvements into substitute easements in connection with the County's construction of the CR 245 roadway realignment improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.03 "County" means Williamson County, Texas.

1.04 "District Waterline Costs" means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work, whether before or after the Effective Date of this Agreement; (ii) all costs and expenses incurred by the District related to acquisition of the Replacement Easements (including engineering, surveying, appraisal, condemnation, and legal costs and expenses); (iii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (iv) all costs incurred by the District locating its existing waterline improvements in the vicinity of the Roadway Improvements, regardless of whether such costs were incurred before or after the Effective Date of this Agreement; (v) all costs and expenses incurred by the District or third parties to repair or replace landscaping in the Existing Easements in connection with the Project or identifying the District's existing facilities, whether incurred before or after the Effective Date of this Agreement; and (vi) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit "D"** without the County's prior written consent.

1.05 "Effective Date" means the last date of execution of this Agreement by the Parties; provided both of the Parties must execute this Agreement for it to be effective.

1.06 "Engineering Services Agreement" means the contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. In the event of termination of such contract for any reason, the phrase "Engineering Services Agreement" shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements.

1.07 "Existing 2-Inch Waterline Improvements" means the District's existing 2-inch waterline improvements and related facilities, equipment and appurtenances to be abandoned by the District under the terms of this Agreement, as depicted on **Exhibit "E"** attached hereto.

1.08 "Existing 6-Inch Waterline Improvements" means the District's existing 6-inch waterline improvements and related facilities, equipment and appurtenances to be abandoned and relocated into the Replacement Easements under the terms of this Agreement, as depicted on **Exhibit "E"** attached hereto.

1.09 "Existing Easements" means the easements held by the District in which the Existing Waterline Improvements are located, as more particularly identified in **Exhibit "F"** attached hereto.

1.10 "Existing Waterline Improvements" means all existing water line improvements and related facilities, equipment and appurtenances owned and operated by the District that will be abandoned in place in accordance with the terms and conditions of this Agreement. The

Existing Waterline Improvements consist of the following: (i) the Existing 6-Inch Waterline Improvements; and (ii) the Existing 2-Inch Waterline Improvements. The Existing Waterline Improvements are identified in **Exhibit "E"**.

1.11 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.12 "Project" means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.13 "Project Area" means the area in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit "A"** attached hereto.

1.14 "Project Contractor" means the contractor(s) that enter into a contract with the County for construction of the Project.

1.15 "Replacement Easements" means the twenty (20') feet wide easements to be acquired by the District in the Project Area in which the Waterline Improvements shall be constructed. The County shall be responsible for 100% of all costs and expenses incurred by the District in connection with securing the Replacement Easements. The general location of the Replacement Easements are depicted in **Exhibit "G"**.

1.16 "Roadway Improvements" means the acquisition of right-of-way and realignment of CR 245 to be undertaken by the County within the Project Area.

1.17 "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District's interests in the Project.

1.18 "Waterline Improvements" means the design and construction of those certain 6-inch PVC water transmission line improvements within the Project Area, as more particularly described on **Exhibit "B"** attached hereto, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements. The Waterline Improvements shall also include the improvements associated with disconnecting any customer(s) that receive service from the Existing Waterline Improvements and connecting the customer(s) to the District's water system for the continuation of water service, regardless of whether such customers are located within the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of additional District facilities, then any such additional water system improvements that must be relocated will be deemed Existing Waterline Improvements to be relocated at the County's sole cost and expense for purposes of this Agreement.

II.
STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for the District to abandon that portion of its Existing Easements and Existing Waterline Improvements within the Project Area; to provide for the acquisition of Replacement Easements by the District; and to provide for the construction of new Waterline Improvements by the County, all so that the County may proceed with the Roadway Improvements as promptly as practicable.

III.
PROJECT COMMITEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

(i) The design of the Waterline Improvements;

(ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;

(iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;

(iv) The periodic review of the status of construction of the Waterline Improvements;

(v) The review and approval of change orders relating to the construction of the Waterline Improvements;

(vi) The review and approval of invoices for payment related to the Waterline Improvements;

(vii) The confirmation of final completion of construction of the Waterline Improvements; and

(viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV.
DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County as set forth in Section 4.04 below. The costs of all Waterline Design Work shall qualify as District Waterline Costs for purposes of this Agreement, and the County shall reimburse the District for 100% of the payment made by the District for such services in accordance with Section 4.04 below.

(b) The County shall pay all engineering and design costs relating to the Project, including reimbursing the District's costs for the Waterline Design Work. Without limitation, the County shall pay all engineering and design costs relating to the Roadway Improvements.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, the District shall identify any additional District Waterline Costs incurred by the District relating to the Project for which the County is responsible for payment. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "**Due Date**"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V.
EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District shall secure all Replacement Easements at the sole cost and expense of the County. The County agrees to pay all costs and expenses incurred by the District in connection with securing the Replacement Easements. All such costs and expenses shall qualify as District Waterline Costs for purposes of this Agreement.

(b) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easements, and providing all legal services related thereto. The District may change legal consultants at any time under the District's sole discretion.

(c) The District shall request its engineering, surveying and appraisal consultants that provide services relating to the acquisition of the Replacement Easements to send their bills directly to the County for payment. The County shall timely pay in full all such invoices directly to the vendors, and shall reimburse costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easements in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(d) In the event of termination of the District's contract with Sheets & Crossfield or any other consultant that provides services relating to the acquisition of the Replacement Easements such that the District commences paying the successor consultant directly for its services, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easements in the same manner, and according to the same procedures, as other District Waterline Costs.

5.02 Existing Easements. The District agrees to release all Existing Easements to the extent any of such easements encumber the Project Area at such time as: (i) the District receives all Replacement Easements; and (ii) the Waterline Improvements have been completed by the County, are operational, and have been accepted by the District. It is specifically agreed, however, that the District shall not release any easement rights that relate to any real property other than the Project Area, and the District shall not release any easement rights required for operation of facilities that are not being relocated or abandoned under this Agreement. The County agrees that it shall not acquire any right-of-way for the Project that includes any District easements that are not being released under the terms of this Agreement. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Existing Easements in accordance with the terms and conditions of this Agreement upon request of the County.

VI.
CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline

Improvements. Construction of the Waterline Improvements shall not commence until the Replacement Easements have been secured.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The District shall be named as an additional insured on the contractor's insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

6.04 Construction of Waterline Improvements.

(a) **General**. The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements, and all related equipment,

materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs associated with the construction of the Project.

(b) **Expansion of Project Area.** The Parties agree that the Existing Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the locations more particularly described in **Exhibit "B"**, which waterline improvements shall be constructed within Replacement Easements. Any existing waterlines other than those identified on **Exhibit "E"** will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such additional conflict areas will be relocated into Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements. The County specifically agrees that it will not acquire public right-of-way that encompasses any portion of the Existing Easements outside the Project Area without relocating such improvements into new Replacement Easements secured at the County's expense in accordance with the same terms and conditions as other Existing Waterline Improvements in the Project Area are relocated as described herein.

(c) **Inspection.**

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(d) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District's representatives on the Project Committee will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District's representatives fail to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County's sole discretion.

(e) **Insurance**. The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements. The County shall also pay 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on **Exhibit "D"** attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service.

(a) The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County's sole cost and expense, regardless of whether such service lines are identified in **Exhibit "E"** to this Agreement.

(b) The District agrees to abandon the Existing 2-Inch Waterline Improvements so that the County will not incur the cost of relocation of such improvements. Abandonment of the Existing 2-Inch Waterline Improvements will require that the customers that currently receive water service from the Existing 2-Inch Waterline Improvements be connected to the Existing 6-Inch Waterline Improvements, the Waterline Improvements, and/or other District facilities. The design for the Waterline Improvements shall include all improvements required to accomplish such disconnection and connection. The Country shall pay all costs and expenses associated therewith as District Waterline Costs.

VII.
CONVEYANCE

7.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit "C"**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements.

VIII.
DISPUTES

8.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion.

Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

(d) The Parties agree that this Agreement constitutes a written contract for goods and services for purposes of Subchapter I, Chapter 271, Texas Local Government Code.

8.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 8.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

8.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

8.04 Attorneys' Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit or adjudication from the non-prevailing Party as provided by Texas Local Government Code § 271.159.

IX.
GENERAL PROVISIONS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of

competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

9.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

9.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103

COUNTY:

Williamson County
710 Main Street, Suite 101
Attn: Judge Dan A. Gattis
Telephone: (512) 943-1577

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Project Area

Exhibit B - Description of Waterline Improvements
Exhibit C- Form of Bill of Sale
Exhibit D- Budget for Internal District Waterline Costs
Exhibit E- Existing Waterline Improvements
Exhibit F- Existing Easements
Exhibit G- Replacement Easements

9.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

9.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:

_____
Secretary

By:_____
Printed Name:_____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

_____
County Clerk

By:_____
Printed Name:_____
Title: County Judge

Date: _____

EXHIBIT "A"

PROJECT AREA



HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 777-4600
FAX (512) 252-8141

CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX ILA

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HALFF ASSOCIATES, INC.
ENGINEERS • SURVEYORS • SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for interim review and not intended for Regulatory Approval, Permit, Bidding, or Construction purposes. They were prepared by or under the supervision of:

Noah S. Shaffer	107722	4/27/11
Type or Print Name	P.E.*	Date

Project No.:	28129
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=200'

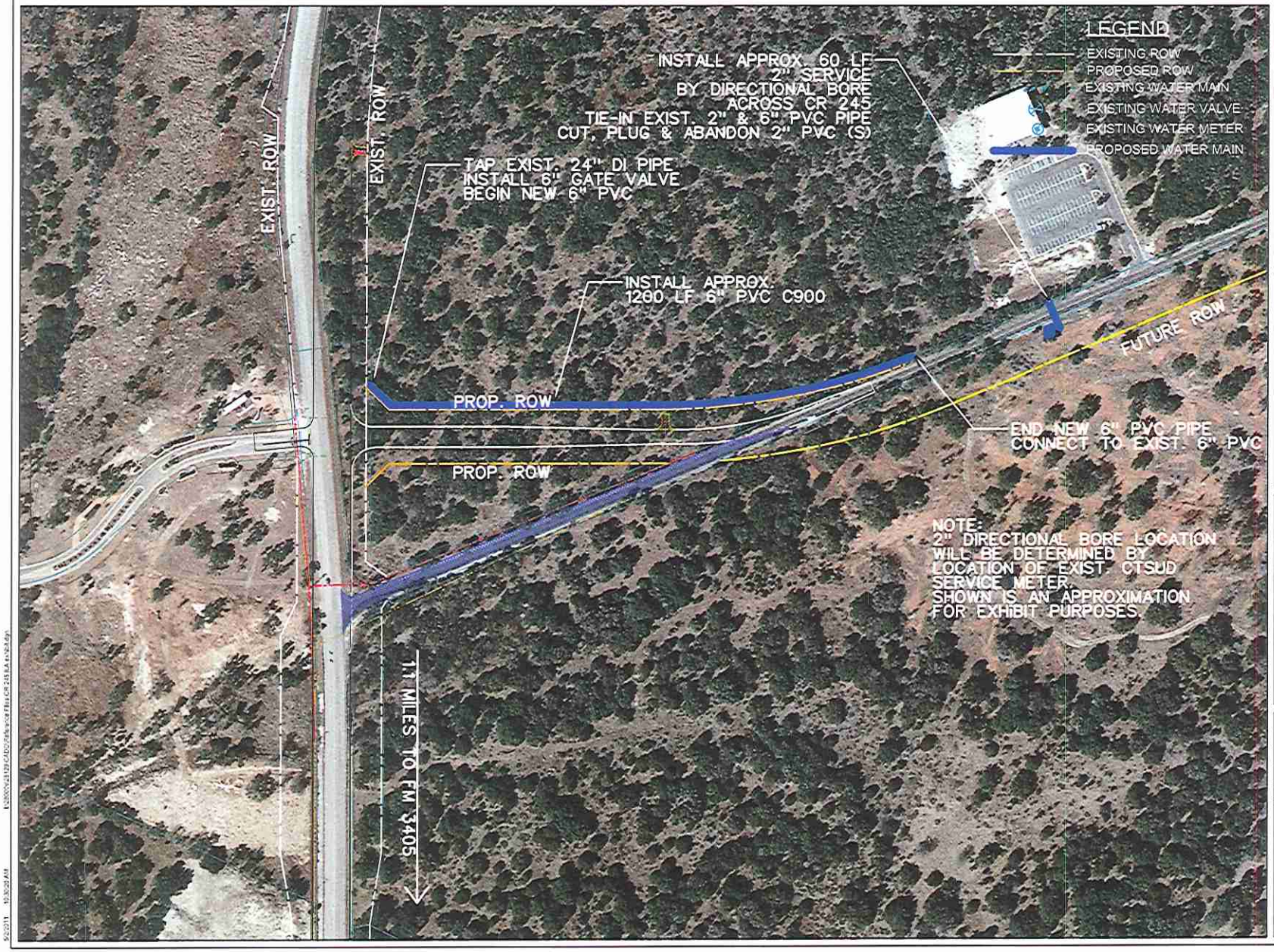
Sheet Title

EXHIBIT A
PROJECT AREA
CR 245 & RM 2338

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EXHIBIT "B"

DESCRIPTION OF WATERLINE IMPROVEMENTS



HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5388
TEL (512) 252-8184
FAX (512) 252-8141

CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX ILA

HALFF ASSOCIATES, INC.
ENGINEERS - SURVEYORS - SCIENTISTS
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Type or Print Name	P.E.*	Date

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Drawn By:	BC
Checked By:	NS
Scale:	1"=200'

Sheet Title

EXHIBIT B
WATER IMPROVEMENTS
CR 245 & RM 2338

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EXHIBIT "C"
FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

_____
_____
_____
_____

Grantee: _____

Grantee's Mailing Address (including county):

_____
_____
_____
_____

Consideration: Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.
Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

a) the Facilities as described on Exhibit "A"; and,

b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated _____. 2011, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Printed Name:_____
Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By:_____
Printed Name:_____
Title: _____

Date: _____

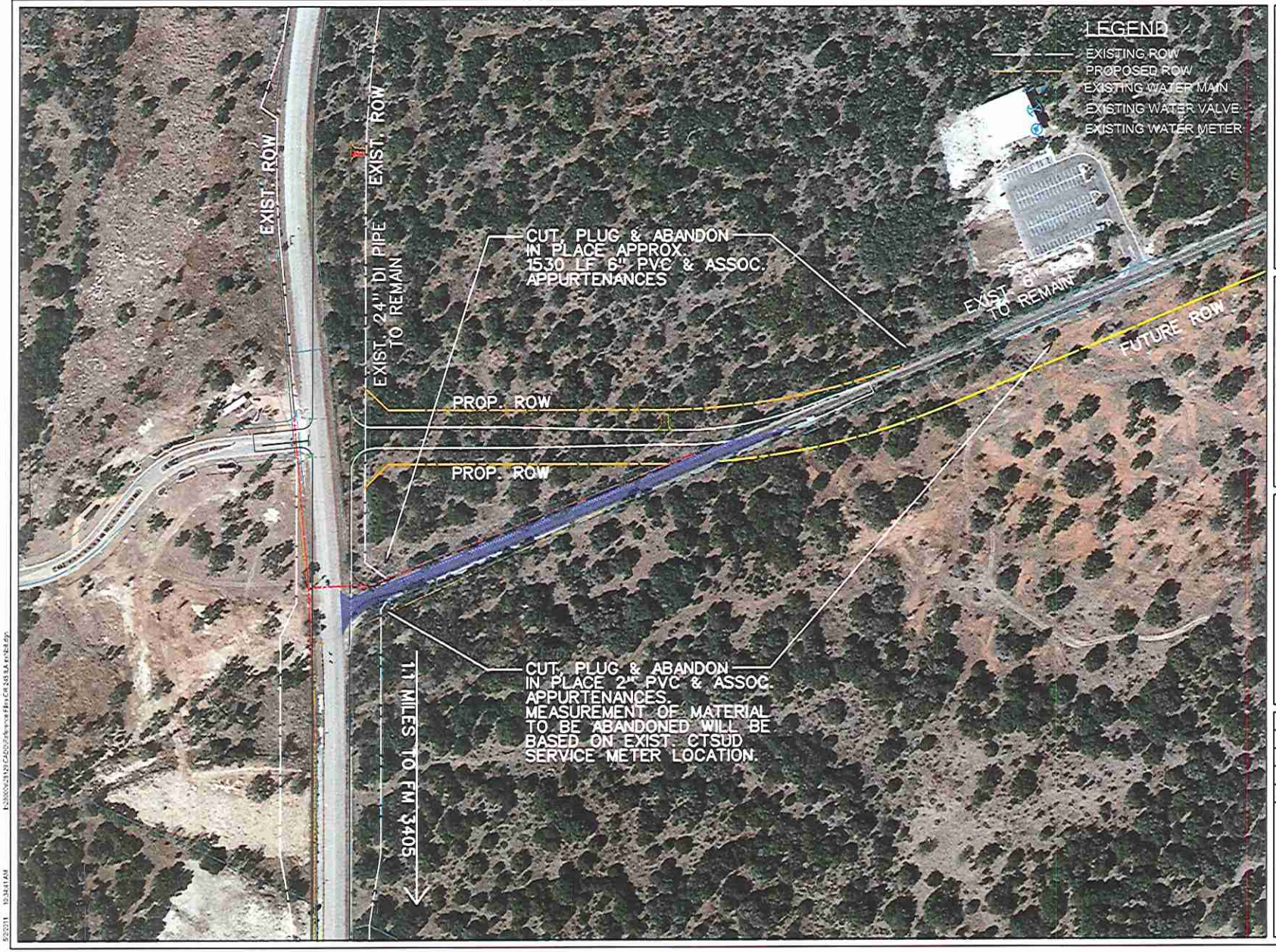
EXHIBIT "D"

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed $100,000 without prior written approval from the County. This exhibit shall not be construed to limit the County's obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

EXHIBIT "E"

EXISTING WATERLINE IMPROVEMENTS



HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5319
TEL (512) 252-8184
FAX (512) 252-8141

CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX ILA

HALFF ASSOCIATES, INC.
ENGINEERS · SURVEYORS · SCIENTISTS
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Type or Print Name	P.E.*	Date

Project No.:	28129
Issued:	04/27/11
Drawn By:	BC
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Scale:	1"=200'

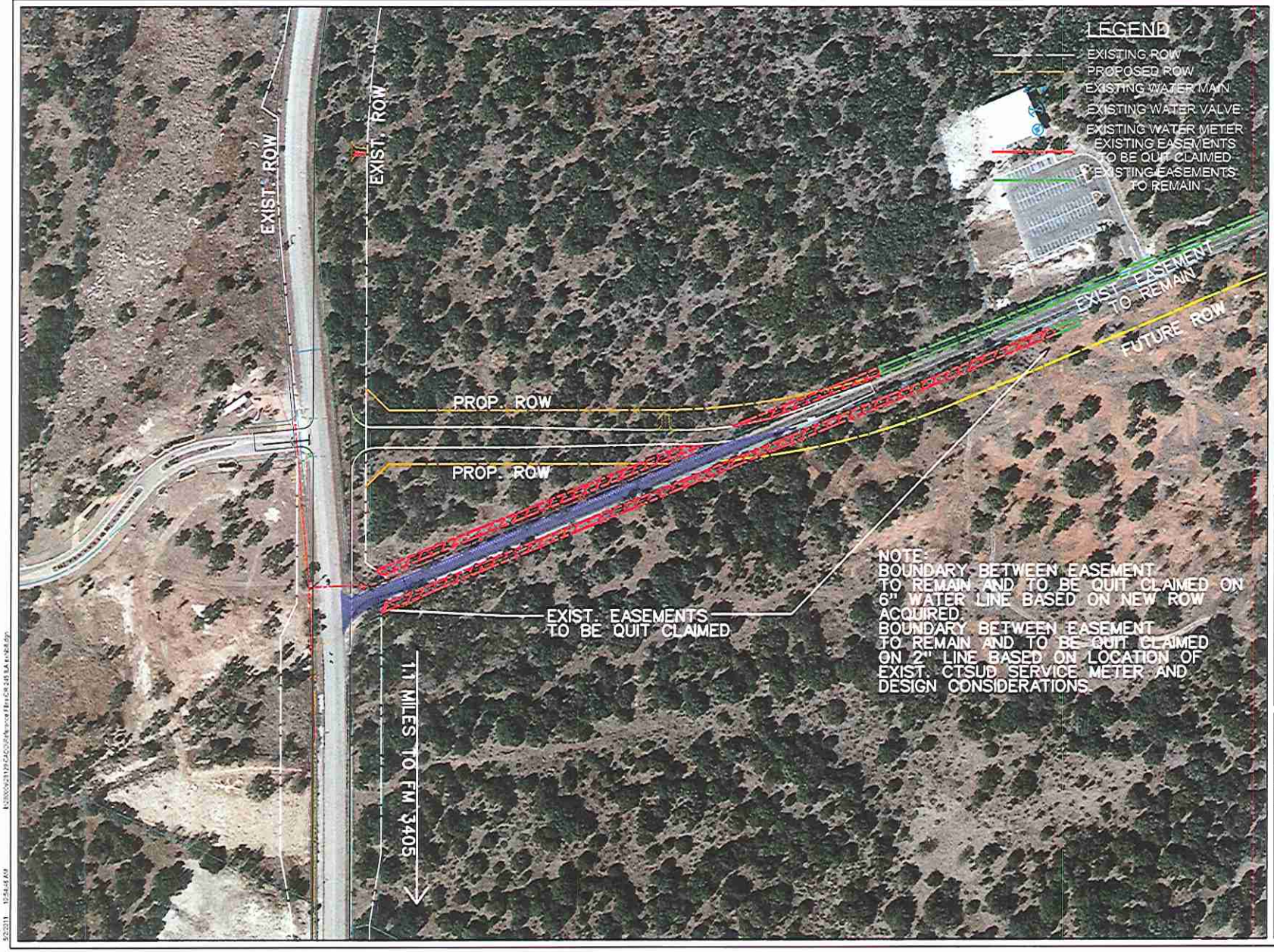
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EXHIBIT E
EXISTING IMPROVEMENTS
CR 245 & RM 2338

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EXHIBIT "F"

EXISTING EASEMENTS

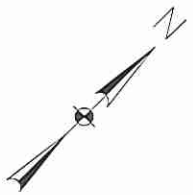


HALFF
4333 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5319
TEL (512) 252-8184
FAX (512) 252-8141

CR 245 REALIGNMENT

AT RM 2338

CTSUD AND WILLIAMSON COUNTY, TX ILA



HALFF ASSOCIATES, INC.
ENGINEERS - SURVEYORS - SCIENTISTS
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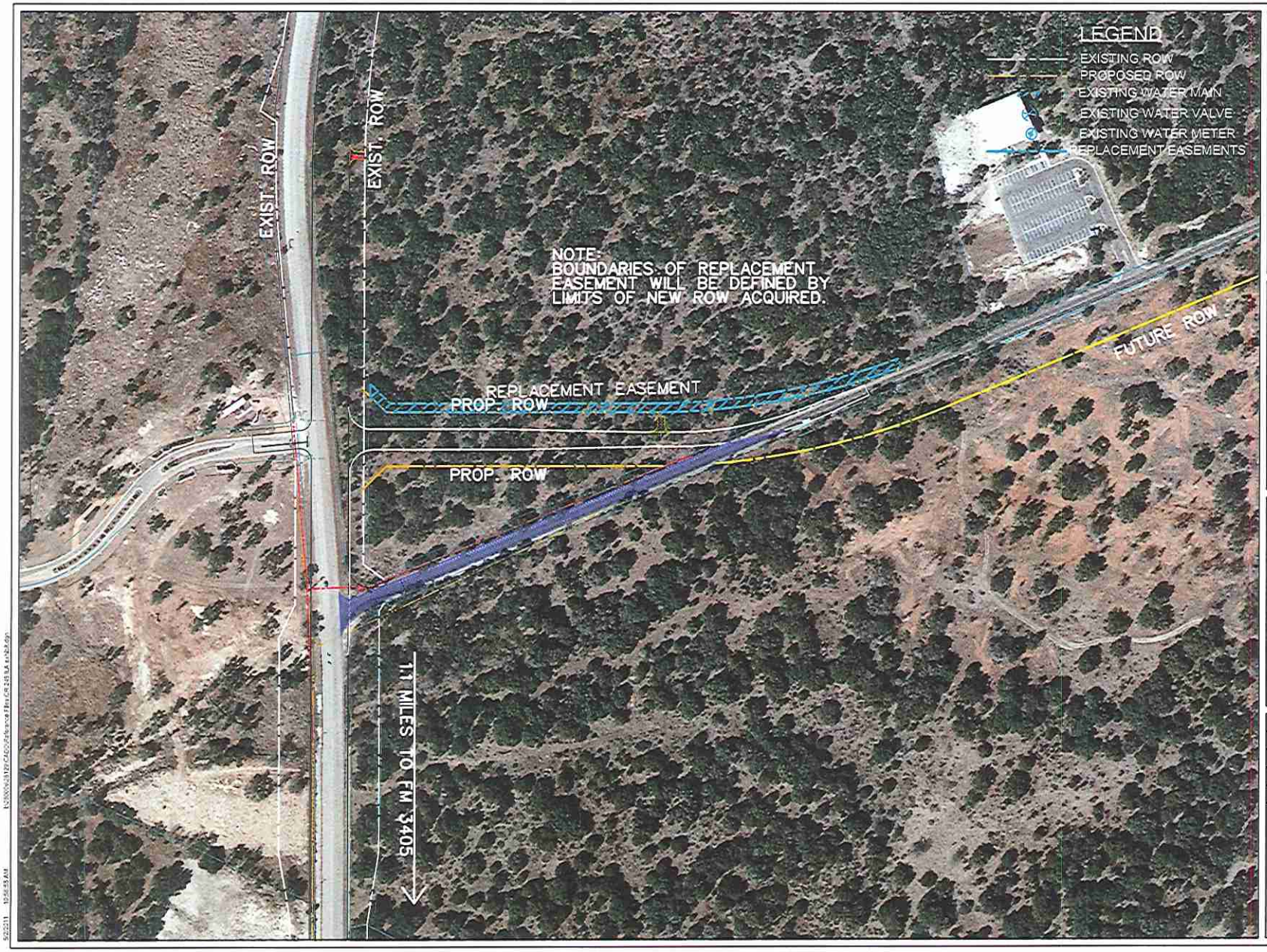
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Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=200'

Sheet Title

EXHIBIT F
EXISTING EASEMENTS
CR 245 & RM 2338

EXHIBIT "G"

REPLACEMENT EASEMENTS



HALFF
AUSTIN, TEXAS 78759-5388
TEL (512) 252-8184
FAX (512) 252-8141

CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX ILA

HALFF ASSOCIATES, INC.
ENGINEERS - SURVEYORS - SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

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Type or Print Name	P.E.*	Date

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Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=200'

Sheet Title

EXHIBIT G
REPLACEMENT
EASEMENTS
CR 245 & RM 2338

SH 29/Jack Nicklaus-ILA
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 29 and Park Place Drive/Jack Nicklaus Blvd.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: SH 29/Nicklaus Blvd-ILA

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/11/2011 12:29 PM

Final Approval Date: 05/11/2011

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(SH 29 and Park Place Drive/Jack Nicklaus Blvd. Intersection Improvements)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County desires to proceed with the construction of roadway intersection improvements located at: (i) the intersection of State Highway 29 and Park Place Drive; and (ii) the intersection of State Highway 29 and Jack Nicklaus Blvd. in Williamson County; and

WHEREAS, the proposed roadway intersection improvements may include the widening of the right-of-way into District easements in which the District's water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the District's existing water system improvements into substitute water line easements; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate a portion of the District's water system improvements into substitute easements in connection with the County's construction of the roadway intersection improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.03 "County" means Williamson County, Texas.

1.04 "District Waterline Costs" means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all costs and expenses incurred by the District under the Engineering Services Agreement; (iii) all costs and expenses incurred by the District related to acquisition of the Replacement Easements (including engineering, surveying, appraisal, condemnation, and legal costs and expenses); (iv) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (v) all costs incurred by the District locating its existing waterline improvements in the vicinity of the Roadway Improvements, regardless of whether such costs were incurred before or after the Effective Date of this Agreement; (vi) all costs and expenses incurred by the District or third parties to repair or replace landscaping in the Existing Easements in connection with the Project or identifying the District's existing facilities, whether incurred before or after the Effective Date of this Agreement; and (vii) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit "D"** without the County's prior written consent.

1.05 "Effective Date" means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.06 "Engineering Services Agreement" means the contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. In the event of termination of such contract for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.07 "Existing Easements" means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water improvements.

1.08 "Existing Waterline Improvements" means all existing water transmission line improvements and related facilities, equipment and appurtenances owned and operated by the District within the Project Area, which will be abandoned in place in accordance with the terms and conditions of this Agreement.

1.09 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.10 "Project" means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.11 "Project Area" means the area in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit "A"** attached hereto.

1.12 "Project Contractor" means the contractor(s) that enter into a contract with the County for construction of the Project.

1.13 "Replacement Easements" means the twenty (20') feet wide easements to be acquired by the District at the County's sole cost and expense in the Project Area.

1.14 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the roadway improvements to be undertaken by the County within the Project Area.

1.15 "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District's interests in the Project.

1.16 "Waterline Improvements" means the design and construction of those certain water transmission line improvements more particularly described on **Exhibit "B"** attached hereto, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements in the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then any such water system improvements that must be relocated will be deemed Waterline Improvements for purposes of this Agreement, and shall be relocated at the County's sole cost and expense.

II.
STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 General. The purpose of this Agreement is to provide for the District to abandon some of its existing easement rights and waterline improvements within the Project Area; to provide for the acquisition of certain new waterline easements by the District at the County's sole cost and expense; and to provide for the construction of new waterline improvements by the County, all so that the County may proceed with the Roadway Improvements together therewith as promptly as practicable.

III.
PROJECT COMMITEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the

County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

(i) The design of the Waterline Improvements;

(ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;

(iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;

(iv) The periodic review of the status of construction of the Waterline Improvements;

(v) The review and approval of change orders relating to the construction of the Waterline Improvements;

(vi) The review and approval of invoices for payment related to the Waterline Improvements;

(vii) The confirmation of final completion of construction of the Waterline Improvements; and

(viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV.
DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

(b) The County shall pay all other engineering and design costs relating to the Project other than those paid by the District under Subsection 4.03(a) above.

4.04 Reimbursement of District Waterline Costs.

(a) Upon the District's approval of each invoice for the Waterline Design Work under the Engineering Services Agreement, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, each invoice shall identify additional District Waterline Costs incurred by the District relating to the Project. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "**Due Date**"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

(b) The Parties acknowledge that the County has requested the District to prepare this Agreement prior to confirmation as to whether or not the District's existing easements and waterline improvements are in conflict with the proposed Roadway Improvements. In response to the County's request, the District has also agreed to locate its existing easements and waterline improvements. In the event that it is mutually agreed that none of the District's existing easements or waterline improvements are in conflict with the Roadway Improvements, then the Parties will execute this Agreement for the following limited purposes: (i) to provide for the County to reimburse any and all costs and expenses incurred by the District in locating its existing easements and waterline improvements; (ii) to provide for the County to reimburse any and all costs and expenses incurred by the District or third party property owners in repairing or replacing any landscaping and other improvements located within the Existing Easements disturbed in connection with locating the District's existing waterline improvements; and (iii) to reimburse the legal and engineering costs and expenses incurred by the District in connection with the preparation of this Agreement and performing related engineering services. Under such circumstances, the District will prepare and send an invoice to the County for such District Waterline Costs promptly after execution of this Agreement by the Parties. The County shall provide payment of the full invoiced amount within 30 days after delivery of the invoice by the District to the County. Upon receipt of payment in full, the Parties will be without further obligation to each other. In the event that the roadway improvements do conflict with any of the Existing Easements or existing waterline improvements, then the remainder of this Agreement

shall remain in full force and effect, and the County shall reimburse all District Waterline Costs, including those described in this paragraph, in accordance with the terms hereof.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V.
EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District agrees to secure all Replacement Easements at the County's sole cost and expense.

(b) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easements, and providing all legal services related thereto. The District further agrees to request Sheets & Crossfield, and other consultants that may provide services relating to the acquisition of the Replacement Easements (such as surveyors and appraisers) to send their bills directly to the County for payment. The County shall timely pay in full all such invoices directly to the vendors, and shall reimburse costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easements in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(c) In the event of termination of the District's contract with Sheets & Crossfield (or other consultants) for any reason, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easements in the same manner, and according to the same procedures, as other District Waterline Costs.

5.02 Existing Easements. At such time as the District receives all Replacement Easements and the Waterline Improvements have been completed by the County, are operational, and accepted by the District, the District agrees to release all Existing Easements to the extent any of such easements encumber the Project Area. It is specifically agreed, however, that the District shall not release any easement rights that relate to any real property other than the Project Area, and the District shall not release any easement rights required for operation of facilities that are not being relocated under this Agreement. The County agrees that it shall not acquire any right-of-way for the Project that includes any District easements that are not being released under the terms of this Agreement. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Existing Easements in accordance with the terms and conditions of this Agreement upon request by the County.

VI.
CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The District shall be named as an additional insured on the contractor's insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

6.04 Construction of Waterline Improvements.

(a) **General.** The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs associated with the construction of the Project.

(b) **Limits of Conflict.** The County agrees, at its sole cost and expense, to replace the Existing Waterline Improvements within the "Limits of Conflict" engineering stations shown on **Exhibit "B"** attached hereto and incorporated herein. The Existing Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit "B"**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines outside the limits of conflict identified on **Exhibit "B"** will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such conflict areas will be relocated into Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements. The County specifically agrees that it will not acquire public right-of-way that encompasses any portion of the Existing Easements outside the "Limits of Conflict" identified on **Exhibit "B"** without relocating such improvements into new Replacement Easements secured at the County's expense in accordance with the same terms and conditions as other Existing Waterline Improvements are relocated as described herein.

(c) **Inspection.**

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(d) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District fails to either approve the submittal or provide written

comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County's sole discretion.

(e) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements. The County shall also pay 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on **Exhibit "D"** attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of

acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County's sole cost and expense, regardless of whether such service lines are identified in **Exhibit "B"** to this Agreement.

VII.
CONVEYANCE

7.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit "C"**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements. At the County's discretion, it may transfer any portion thereof to Georgetown.

VIII.
DISPUTES

8.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

8.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

8.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IX.
GENERAL PROVISIONS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

9.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

9.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103

COUNTY:

Williamson County
710 Main Street, Suite 101
Attn: Judge Dan A. Gattis
Telephone: (512) 943-1577

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Project Area
Exhibit B - Description of Waterline Improvements
Exhibit C- Form of Bill of Sale
Exhibit D- Budget for internal District Waterline Costs

9.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

9.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:

_____
Secretary

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

_____
County Clerk

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT "A"

PROJECT AREA



HALFF
4151 WEST BAYLELAND, SUITE 450
ROUND ROCK, TEXAS 78665
TEL (512) 252-8184
FAX (512) 252-8141

SH 29 IMPROVEMENTS

AT JACK NICKLAUS BLVD

CTSUD AND WILLIAMSON COUNTY, TX ILA

N

HALFF ASSOCIATES, INC
ENGINEERS - SURVEYORS - SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for interim Review and not intended for Regulatory Approval, Permit, Bidding, or Construction purposes. They were prepared by or under the supervision of:

Noah S. Shaffer	107722	4/27/11
Type or Print Name	PE*	Date

Project No.:	28103
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=50'

Sheet Title

EXHIBIT A
PROJECT AREA
SH 29 &
JACK NICKLAUS BLVD

4/27/2011 10:39 PM

EXHIBIT "B"

DESCRIPTION OF WATERLINE IMPROVEMENTS AND LIMITS OF CONFLICT



HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

SH 29 IMPROVEMENTS

AT JACK NICKLAUS BLVD.

CTSUD AND WILLIAMSON COUNTY, TX ILA

N

HALFF ASSOCIATES, INC.
ENGINEERS · SURVEYORS · SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

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Noah S. Shaffer	107722	4/27/11
Type or Print Name	PE#	Date

Project No.:	28103
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=50'

Sheet Title

EXHIBIT B
WATER IMPROVEMENTS
SH 29 &
JACK NICKLAUS BLVD

4/26/2011 1:51:08 PM

EXHIBIT "C"
FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

_____
_____
_____
_____

Grantee: _____

Grantee's Mailing Address (including county):

_____
_____
_____
_____

Consideration: Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.
Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

a) the Facilities as described on Exhibit "A"; and,

b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements"" dated _____. 2011, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Printed Name:_____
Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By:_____
Printed Name:_____
Title: _____

Date: _____

EXHIBIT "D"

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed $100,000 without prior written approval from the County. This exhibit shall not be construed to limit the County's obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

SH 29 at CR 260/CR 266- ILA
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 29 and CR 260/CR 266.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: SH 29/CR 260- ILA

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/11/2011 12:32 PM

Final Approval Date: 05/12/2011

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(SH 29 and CR 260/266 Intersection Improvements)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County desires to proceed with the construction of roadway intersection improvements located at the intersection of Highway 29 and County Roads 260 and 266 in Williamson County, and

WHEREAS, the proposed roadway intersection improvements includes the widening of the right-of-way into District easements in which the District's water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the District's existing water system improvements into substitute water line easements; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate a portion of the District's water system improvements into substitute easements in connection with the County's construction of the roadway intersection improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.03 "County" means Williamson County, Texas.

1.04 "District Waterline Costs" means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all costs and expenses incurred by the District under the Engineering Services Agreement; (iii) all costs and expenses incurred by the District related to acquisition of the Replacement Easements (including engineering, surveying, appraisal, condemnation, and legal costs and expenses); (iv) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (v) all costs incurred by the District locating its existing waterline improvements in the vicinity of the Roadway Improvements, regardless of whether such costs were incurred before or after the Effective Date of this Agreement; (vi) all costs and expenses incurred by the District or third parties to repair or replace landscaping in the Existing Easements in connection with the Project or identifying the District's existing facilities, whether incurred before or after the Effective Date of this Agreement; and (vii) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit "D"** without the County's prior written consent.

1.05 "Effective Date" means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.06 "Engineering Services Agreement" means the contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc.. In the event of termination of such contract for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.07 "Existing Easements" means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water improvements.

1.08 "Existing Waterline Improvements" means all existing water transmission line improvements and related facilities, equipment and appurtenances owned and operated by the District within the Project Area, which will be abandoned in place in accordance with the terms and conditions of this Agreement.

1.09 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.10 "Project" means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.11 "Project Area" means the area in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit "A"** attached hereto.

1.12 "Project Contractor" means the contractor(s) that enter into a contract with the County for construction of the Project.

1.13 "Replacement Easements" means the twenty (20') feet wide easements to be acquired by the District at the County's sole cost and expense in the Project Area.

1.14 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the roadway improvements to be undertaken by the County within the Project Area.

1.15 "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District's interests in the Project.

1.16 "Waterline Improvements" means the design and construction of those certain water transmission line improvements more particularly described on **Exhibit "B"** attached hereto, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements in the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then any such water system improvements that must be relocated will be deemed Waterline Improvements for purposes of this Agreement, and shall be relocated at the County's sole cost and expense.

II.
STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 General. The purpose of this Agreement is to provide for the District to abandon some of its existing easement rights and waterline improvements within the Project Area; to provide for the acquisition of certain new waterline easements by the District at the County's sole cost and expense; and to provide for the construction of new waterline improvements by the County, all so that the County may proceed with the Roadway Improvements together therewith as promptly as practicable.

III.
PROJECT COMMITEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the

County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

(i) The design of the Waterline Improvements;

(ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;

(iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;

(iv) The periodic review of the status of construction of the Waterline Improvements;

(v) The review and approval of change orders relating to the construction of the Waterline Improvements;

(vi) The review and approval of invoices for payment related to the Waterline Improvements;

(vii) The confirmation of final completion of construction of the Waterline Improvements; and

(viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV.
DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

(b) The County shall pay all other engineering and design costs relating to the Project other than those paid by the District under Subsection 4.03(a) above.

4.04 Reimbursement of District Waterline Costs.

(a) Upon the District's approval of each invoice for the Waterline Design Work under the Engineering Services Agreement, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, each invoice shall identify additional District Waterline Costs incurred by the District relating to the Project. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "**Due Date**"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

(b) The Parties acknowledge that the County has requested the District to prepare this Agreement prior to confirmation as to whether or not the District's existing easements and waterline improvements are in conflict with the proposed Roadway Improvements. In response to the County's request, the District has also agreed to locate its existing easements and waterline improvements. In the event that it is mutually agreed that none of the District's existing easements or waterline improvements are in conflict with the Roadway Improvements, then the Parties will execute this Agreement for the following limited purposes: (i) to provide for the County to reimburse any and all costs and expenses incurred by the District in locating its existing easements and waterline improvements; (ii) to provide for the County to reimburse any and all costs and expenses incurred by the District or third party property owners in repairing or replacing any landscaping and other improvements located within the Existing Easements disturbed in connection with locating the District's existing waterline improvements; and (iii) to reimburse the legal and engineering costs and expenses incurred by the District in connection with the preparation of this Agreement and performing related engineering services. Under such circumstances, the District will prepare and send an invoice to the County for such District Waterline Costs promptly after execution of this Agreement by the Parties. The County shall provide payment of the full invoiced amount within 30 days after delivery of the invoice by the District to the County. Upon receipt of payment in full, the Parties will be without further obligation to each other. In the event that the roadway improvements do conflict with any of the Existing Easements or existing waterline improvements, then the remainder of this Agreement

shall remain in full force and effect, and the County shall reimburse all District Waterline Costs, including those described in this paragraph, in accordance with the terms hereof.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V.
EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District agrees to secure all Replacement Easements at the County's sole cost and expense.

(b) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easements, and providing all legal services related thereto. The District further agrees to request Sheets & Crossfield, and other consultants that may provide services relating to the acquisition of the Replacement Easements (such as surveyors and appraisers) to send their bills directly to the County for payment. The County shall timely pay in full all such invoices directly to the vendors, and shall reimburse costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easements in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(c) In the event of termination of the District's contract with Sheets & Crossfield (or other consultants) for any reason, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easements in the same manner, and according to the same procedures, as other District Waterline Costs.

5.02 Existing Easements. At such time as the District receives all Replacement Easements and the Waterline Improvements have been completed by the County, are operational, and accepted by the District, the District agrees to release all Existing Easements to the extent any of such easements encumber the Project Area. It is specifically agreed, however, that the District shall not release any easement rights that relate to any real property other than the Project Area, and the District shall not release any easement rights required for operation of facilities that are not being relocated under this Agreement. The County agrees that it shall not acquire any right-of-way for the Project that includes any District easements that are not being released under the terms of this Agreement. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Existing Easements in accordance with the terms and conditions of this Agreement upon request by the County.

VI.
CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The District shall be named as an additional insured on the contractor's insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

6.04 Construction of Waterline Improvements.

(a) **General**. The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs associated with the construction of the Project.

(b) **Limits of Conflict**. The County agrees, at its sole cost and expense, to replace the Existing Waterline Improvements within the "Limits of Conflict" engineering stations shown on **Exhibit "B"** attached hereto and incorporated herein. The Existing Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit "B"**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines outside the limits of conflict identified on **Exhibit "B"** will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such conflict areas will be relocated into Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements. The County specifically agrees that it will not acquire public right-of-way that encompasses any portion of the Existing Easements outside the "Limits of Conflict" identified on **Exhibit "B"** without relocating such improvements into new Replacement Easements secured at the County's expense in accordance with the same terms and conditions as other Existing Waterline Improvements are relocated as described herein.

(c) **Inspection**.

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(d) **Change Orders**.

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District fails to either approve the submittal or provide written

comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County's sole discretion.

(e) **Insurance**. The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least $1,000,000 and a general aggregate limit of at least $5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements. The County shall also pay 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on **Exhibit "D"** attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of

acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County's sole cost and expense, regardless of whether such service lines are identified in **Exhibit "B"** to this Agreement.

VII.
CONVEYANCE

7.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit "C"**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements. At the County's discretion, it may transfer any portion thereof to Georgetown.

VIII.
DISPUTES

8.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

8.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

8.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IX.
GENERAL PROVISIONS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

9.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

9.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103

COUNTY:

Williamson County
710 Main Street, Suite 101
Attn: Judge Dan A. Gattis
Telephone: (512) 943-1577

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Project Area
Exhibit B - Description of Waterline Improvements
Exhibit C- Form of Bill of Sale
Exhibit D- Budget for internal District Waterline Costs

9.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

9.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:

_____
Secretary

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

_____
County Clerk

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT "A"

PROJECT AREA



HALFF
400 WEST BEAUREGARD LANE, SUITE 400
AUSTIN, TEXAS 78745-3556
TEL (512) 252-8184
FAX (512) 252-8141

SH 29 IMPROVEMENTS

AT CR 260 & CR 266

CTSUD AND WILLIAMSON COUNTY TX ILA

N

HALFF ASSOCIATES, INC.
ENGINEERS - SURVEYORS - SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for Interim Review and not intended for Regulatory Approval, Permit, Bidding, or Construction purposes. They were prepared by or under the supervision of:

Noah S. Shaffer	107722	4/27/11
Type or Print Name	PE#	Date

Project No.:	28103
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=50'

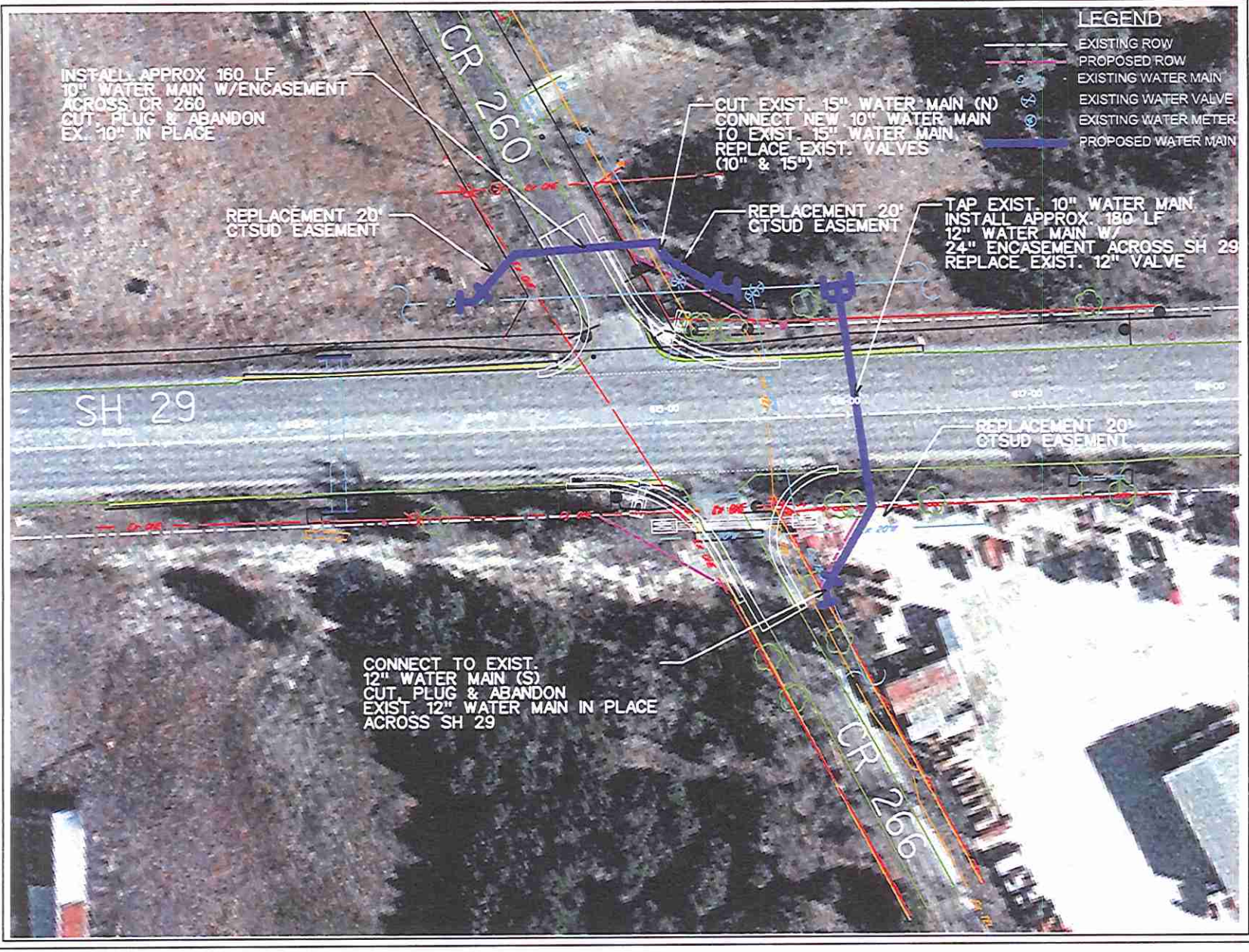
Sheet Title

EXHIBIT A
PROJECT AREA
SH 29 & CR 260/266

4/8/2011 3:11:09 PM
I:\28000\28103\CAD\Deliverables\Exhibits\Exhibit A.dgn Default
PDF 3D CB, FK 1:1 #4

EXHIBIT "B"

DESCRIPTION OF WATERLINE IMPROVEMENTS AND LIMITS OF CONFLICT



HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5319
(512) 252-8400
FAX (512) 252-8141

SH 29 IMPROVEMENTS
AT CR 260 & CR 266
CTSUD AND WILLIAMSON COUNTY, TX R.A.

N

HALFF ASSOCIATES, INC
ENGINEERS - SURVEYORS - SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for interim review and not intended for Regulatory Approval, Permit, Bidding, or Construction purposes. They were prepared by or under the supervision of:

Noah S. Shaffer	107722	4/27/11
Type or Print Name	PE*	Date

Project No.:	28103
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=50'

Sheet Title

EXHIBIT B
WATER IMPROVEMENTS
SH 29 & CR 260/266

4/28/2011 1:09:54 PM
I:\28000s\28103\CAD\Reference Plan\EXHIBITS\Exhibit B.dgn
PDF_3D CLR_FW 100.pltcfg

EXHIBIT "C"
FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

_____
_____
_____
_____

Grantee: _____

Grantee's Mailing Address (including county):

_____
_____
_____
_____

Consideration: Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.
Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

a) the Facilities as described on Exhibit "A"; and,

b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements"" dated _____. 2011, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Printed Name:_____
Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By:_____
Printed Name:_____
Title: _____

Date: _____

EXHIBIT "D"

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed $100,000 without prior written approval from the County. This exhibit shall not be construed to limit the County's obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

SH 195/Section 3- ILA
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a First Amendment to Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 195 Section 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: SH 195 Section 3-ILA

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/11/2011 12:34 PM

Final Approval Date: 05/12/2011

FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (SH 195 PROJECT)

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

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Amendment**") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County and the Texas Department of Transportation ("TxDOT") previously entered into one or more agreements regarding the construction of improvements to SH 195 from IH-35 to the Williamson County line west of Florence, Texas (the "Project"); and

WHEREAS, in said agreements, the County assumed the responsibility to acquire right-of-way and relocate utilities for the Project, and TxDOT agreed to construct the roadway improvements that constitute the Project; and

WHEREAS, some of the proposed SH 195 roadway improvements include the widening of the right-of-way into easements in which the District's water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate the District's existing water system improvements into substitute water line easements; and

WHEREAS, the District and the County previously entered into that certain Interlocal Agreement Regarding Relocation of Water System Improvements dated to be effective July 13, 2009 (the "Agreement") setting forth the terms and conditions pursuant to which the District agreed to relocate the District's water system improvements in certain segments of the Project into substitute easements at the County's sole cost and expense to accommodate TxDOT's subsequent construction of the SH 195 roadway improvements; and

WHEREAS, the County has informed the District that the County may not be reimbursed for certain expenses relating to the Project from TxDOT unless the District enters into contracts for the relocation of its improvements with TxDOT, and has asked that the District enter into such contracts; and

WHEREAS, this Amendment sets forth the terms and conditions pursuant to which the District has agreed to enter into contracts with TxDOT in response to the County's request; and

WHEREAS, the District is considering to undertake certain additional improvements to its water transmission system as part of the Project, and therefore desires to amend the definition of "Betterment Improvements" under the Agreement to include such improvements, all of which would be funded by the District.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Amendment, the Parties agree as follows:

Agreement

Section 1. **Definitions**. The Parties agree that Section 1.03 of the Agreement is hereby amended to read in its entirety as follows:

> "**1.03** "Betterment Improvements" means an increase in diameter of the Waterline Improvements, or the extension of the Waterline Improvements, by the District as part of the Project but only if the District elects to proceed with construction of the Betterment Improvements and pays 100% of the Betterment Costs."

Section 2. **Contracts with TxDOT**.

(a) The District hereby agrees to enter into those certain contracts with TxDOT substantially in the form attached to this Amendment as Exhibit "A" (the "SH 195 TxDOT Contracts").

(b) The Parties agree as follows with respect to the SH 195 TxDOT Contracts:

(i) The District is executing the SH 195 TxDOT Contracts in response to the County's request so that the County may secure reimbursement of certain Project costs from TxDOT;

(ii) The District's right to reimbursement for the District Waterline Costs, and the County's obligation to reimburse such costs, shall be determined according to the Agreement, as amended hereby, and not the SH 195 TxDOT Contracts;

(iii) The District's right to reimbursement from the County for the District Waterline Costs, and the County's obligation to reimburse the District for such costs, is not contingent upon the County receiving any amount of reimbursement or payment from TxDOT;

(iv) The amount of reimbursement to which the District is entitled shall be determined by the Agreement, as amended hereby, and not the SH 195 TxDOT Contracts; and

(v) The amount of reimbursement received by the County from TxDOT will likely vary from the amount of District Waterline Costs to be paid by the County to the District.

Section 3. **Effect on Prior Agreements.**

Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

Section 4. **Capitalized Terms.**

Except as specifically defined herein, all capitalized terms in this Amendment shall have the meanings set forth in the Agreement.

ATTEST:

_____
Secretary

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:

By:_____
Printed Name:_____
Title: President

Date: _____

ATTEST:

_____
County Clerk

WILLIAMSON COUNTY:

By:_____
Printed Name:_____
Title: County Judge

Date: _____

EXHIBIT "A"

SH 195 TXDOT CONTRACTS TO BE EXECUTED BY DISTRICT

STANDARD UTILITY AGREEMENT

U-Number: **U12916**
County: Williamson — Highway: SH 195
ROW CSJ: 0440-01-036 — From: CR 240
Highway Project Letting Date: June 1, 2012 — To: CR 241

This Agreement by and between Williamson County, (**"County"**), and Chisholm Trail Special Utility District, (**"Utility"**), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, that the State of Texas **("State")**, acting by and through the Texas Department of Transportation (**"TxDOT"**) and Williamson County **("County")** have executed a Contractual Agreement for Right of Way Procurement, that states that the **County** is financially responsible for utility relocation costs for a utility that are deemed to be reimbursable within the limits of the highway as indicated above.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: CTSUD will abandon approximately 2250 linear feet of existing water line and replace it with 281 linear feet of 4" and 3847 linear feet of 8" Class C900, DR14 PVC pipe. Pipe placement includes appurtenances, valves, connections to existing transmission lines and services. One horizontal road bore will be required; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County,** upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Wilco-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Wilco-U1 (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Utility Joint Use Acknowledgment – ROW-U-JUAB (TxDOT) (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

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

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

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

UTILITY

Utility: Chisholm Trail Special Utility District
Name of Utility

By: _____
Authorized Signature

Mary Wilson
Print or Type Name

Title: Chisholm Trail S.U.D. President

Date: _____

EXECUTION RECOMMENDED:

WILLIAMSON COUNTY, TEXAS

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

By: _____
Authorized Signature

Title: _____

Date: _____

FOR REVIEW ONLY:

THE STATE OF TEXAS

By: _____
Authorized Signature

Title: _____

Date: _____

U12916
Attachment A

Plans, Specifications, and Estimated Costs

U12916
Attachment B

Utility's Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and
The utility proposes to request reimbursement for actual direct and related indirect costs,

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

☐ **Alternative Method of Accounting**

The utility accumulates costs under an accounting procedure (Chart of Accounts) developed by the utility and approved by the State; and,
The utility proposes to request reimbursement for actual direct and indirect costs; and
The utility owner is a municipality.

U12916
Attachment C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: March 1, 2012

Duration: 93 days

Estimated Completion Date: June 1, 2012

U12916
Attachment D

Statement Covering Contract Work – ROW-U-48

Form ROW-U-48
Rev. 12/2004
Replaces Form D-15-48
GSD-EPC

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

(AS APPEARING IN ESTIMATE)

U-No. U12916

District: Austin
County: Williamson
Federal Project No.: N/A

ROW CSJ No.: 0440-01-036
Highway No.: SH 195

I, Mary Wilson, a duly authorized and qualified representative of Chisholm Trail Special Utility District, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☒ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

1.

2.

3.

4.

5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

_____ _____

Signature Date

_____

Title

U12916
Attachment E

Joint-Use Acknowledgement – ROW-U-JUAA

UTILITY JOINT USE ACKNOWLEDGEMENT
UTILITY ADJUSTMENT

U-Number: **U12916**

District: Austin
ROW CSJ: 0440-01-036
Construction CSJ: 0440-01-033
Projected Highway Letting Date: 6/1/2012

County: Williamson
Highway: SH 195
From: CR 240
To: CR 241

WHEREAS, the State of Texas **("State")**, acting by and through the Texas Department of Transportation **("TxDOT")**, proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the Chisholm Trail Special Utility District, **("Utility")**, proposes to retain, locate, or relocate, if applicable, certain of its facilities along or across, and within or over such limits of the highway right of way as indicated on the plans attached hereto except as provided herein below;

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** understands and agrees that ingress and egress for servicing the installation will be limited to (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. The **Utility's** rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by **Utility** in making emergency repairs as required for the safety and welfare of the public, **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that **TxDOT** is immediately notified by **Utility** when such repairs are initiated and adequate provision is made by **Utility** for convenience and safety of highway traffic.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of access to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

By executing this Acknowledgement , **TxDOT** does not purport to grant any right, claim, title, or easement in or upon this highway. **TxDOT** may require the **Utility** to relocate this facility to the extent set forth in state law.

All work on the highway right of way shall be performed in accordance with **TxDOT** instructions as authorized by state law.

Initial _____ Date _____

Utility and **TxDOT**, by execution of this Acknowledgement, do not waive or relinquish any right which they may have under the law, and nothing herein shall be interpreted to be an agreement by **Utility** to an expansion or addition to **TxDOT's** authority under state law.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Utility: Chisholm Trail Special Utility District
Name of Utility

By: _____
Authorized Signature

Mary Wilson
Print or Type Name

Title: Chisholm Trail S.U.D. President

Date: _____

THE STATE OF TEXAS

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

By: _____
Signature

_____
Print or Type Name

Title: _____ *

Date: _____

* For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

U12916
Attachment F

Eligibility Ratio

CTSUD ELIGIBILITY RATIO
SH 195 SEGMENT 2 WATER LINE RELOCATION

WATER LINE	BEGIN STATION	END STATION	QUANTITY (LF)	
			INELIGIBLE	ELIGIBLE
4"	1245+70	1246+50	0	273
4"	1266+40	1294+60	112	3391
TOTAL =			112	3,664

ELIGIBLE (LF) =	3,664
INELIGIBLE (LF) =	112
GRAND TOTAL (LF) =	3,776
ELIGIBILITY RATIO =	**97.03%**

U12916
Attachment G

Betterment Calculation and Estimates

"Not Applicable"

U12916
Attachment H

Proof of Property Interest

U12916
Attachment I

"Not Applicable"

SH 195 Section 4-ILA
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a First Amendment to Interlocal Agreement with Chisholm Trail Special Utility District for utility relocation on SH 195 Section 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: SH 195 Section 4-ILA

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 05/11/2011 12:37 PM
Final Approval Date: 05/12/2011	

FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (SH 195 PROJECT)

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

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Amendment**") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County and the Texas Department of Transportation ("TxDOT") previously entered into one or more agreements regarding the construction of improvements to SH 195 from IH-35 to the Williamson County line west of Florence, Texas (the "Project"); and

WHEREAS, in said agreements, the County assumed the responsibility to acquire right-of-way and relocate utilities for the Project, and TxDOT agreed to construct the roadway improvements that constitute the Project; and

WHEREAS, some of the proposed SH 195 roadway improvements include the widening of the right-of-way into easements in which the District's water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate the District's existing water system improvements into substitute water line easements; and

WHEREAS, the District and the County previously entered into that certain Interlocal Agreement Regarding Relocation of Water System Improvements dated to be effective July 13, 2009 (the "Agreement") setting forth the terms and conditions pursuant to which the District agreed to relocate the District's water system improvements in certain segments of the Project into substitute easements at the County's sole cost and expense to accommodate TxDOT's subsequent construction of the SH 195 roadway improvements; and

WHEREAS, the County has informed the District that the County may not be reimbursed for certain expenses relating to the Project from TxDOT unless the District enters into contracts for the relocation of its improvements with TxDOT, and has asked that the District enter into such contracts; and

WHEREAS, this Amendment sets forth the terms and conditions pursuant to which the District has agreed to enter into contracts with TxDOT in response to the County's request; and

WHEREAS, the District is considering to undertake certain additional improvements to its water transmission system as part of the Project, and therefore desires to amend the definition of "Betterment Improvements" under the Agreement to include such improvements, all of which would be funded by the District.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Amendment, the Parties agree as follows:

Agreement

Section 1. **Definitions**. The Parties agree that Section 1.03 of the Agreement is hereby amended to read in its entirety as follows:

> "**1.03** "Betterment Improvements" means an increase in diameter of the Waterline Improvements, or the extension of the Waterline Improvements, by the District as part of the Project but only if the District elects to proceed with construction of the Betterment Improvements and pays 100% of the Betterment Costs."

Section 2. **Contracts with TxDOT**.

(a) The District hereby agrees to enter into those certain contracts with TxDOT substantially in the form attached to this Amendment as Exhibit "A" (the "SH 195 TxDOT Contracts").

(b) The Parties agree as follows with respect to the SH 195 TxDOT Contracts:

(i) The District is executing the SH 195 TxDOT Contracts in response to the County's request so that the County may secure reimbursement of certain Project costs from TxDOT;

(ii) The District's right to reimbursement for the District Waterline Costs, and the County's obligation to reimburse such costs, shall be determined according to the Agreement, as amended hereby, and not the SH 195 TxDOT Contracts;

(iii) The District's right to reimbursement from the County for the District Waterline Costs, and the County's obligation to reimburse the District for such costs, is not contingent upon the County receiving any amount of reimbursement or payment from TxDOT;

(iv) The amount of reimbursement to which the District is entitled shall be determined by the Agreement, as amended hereby, and not the SH 195 TxDOT Contracts; and

(v) The amount of reimbursement received by the County from TxDOT will likely vary from the amount of District Waterline Costs to be paid by the County to the District.

Section 3. **Effect on Prior Agreements.**

Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

Section 4. **Capitalized Terms.**

Except as specifically defined herein, all capitalized terms in this Amendment shall have the meanings set forth in the Agreement.

ATTEST:

_____
Secretary

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

_____
County Clerk

WILLIAMSON COUNTY:

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT "A"

SH 195 TXDOT CONTRACTS TO BE EXECUTED BY DISTRICT

STANDARD UTILITY AGREEMENT

U-Number: **U12934**

County: Williamson
ROW CSJ: 0440-02-012
Highway Project Letting Date: Dec. 2011

Highway: SH 195
From: Oak Branch Drive Dr.
To: 0.4 MI West of Berry Creek Dr.

This Agreement by and between Williamson County, (**"County"**), and Chisholm Trail Special Utility District, (**"Utility"**), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, that the State of Texas **("State")**, acting by and through the Texas Department of Transportation **("TxDOT")** and Williamson County **("County")** have executed a Contractual Agreement for Right of Way Procurement, that states that the **County** is financially responsible for utility relocation costs for a utility that are deemed to be reimbursable within the limits of the highway as indicated above.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: CTSUD will abandon approximately 515 linear feet of 4", 19,650 linear feet of existing 12", and 7,300 linear feet of 14" water main in accomodation of construction for SH 195. These facilities will be replaced with 800 linear feet of 8" and 1,748 linear feet of 12" C900, DR14 PVC pipe and 16,708 linear feet of 18" Class 250 ductile iron pipe. Pipe placement includes appurtenances, valves, and connections to existing transmission lines and services. Five horizontal bores will be required for road crossings; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County,** upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Wilco-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Wilco-U1 (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Utility Joint Use Acknowledgment – ROW-U-JUAB (TxDOT) (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

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

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

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

UTILITY

Utility: Chisholm Trail Special Utility District
Name of Utility

By: _____
Authorized Signature

Mary Wilson
Print or Type Name

Title: Chisholm Trail S.U.D. President

Date: _____

EXECUTION RECOMMENDED:

WILLIAMSON COUNTY, TEXAS

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

By: _____
Authorized Signature

Title: _____

Date: _____

FOR REVIEW ONLY:

THE STATE OF TEXAS

By: _____
Authorized Signature

Title: _____

Date: _____

U12934
Attachment A

Plans, Specifications, and Estimated Costs

U12934
Attachment B

Utility's Accounting Method

☒ **Actual Cost Method of Accounting**
The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and
The utility proposes to request reimbursement for actual direct and related indirect costs,

☐ **Lump Sum Method of Accounting**
Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

☐ **Alternative Method of Accounting**
The utility accumulates costs under an accounting procedure (Chart of Accounts) developed by the utility and approved by the State; and,
The utility proposes to request reimbursement for actual direct and indirect costs; and
The utility owner is a municipality.

U12934
Attachment C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: August 1, 2011

Duration: 275 days

Estimated Completion Date: May 1, 2012

U12934
Attachment D

Statement Covering Contract Work – ROW-U-48

Form ROW-U-48
Rev. 12/2004
Replaces Form D-15-48
GSD-EPC

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

(AS APPEARING IN ESTIMATE)

U-No. U12934

District: Austin
County: Williamson
Federal Project No.: N/A

ROW CSJ No.: 0440-02-012
Highway No.: SH 195

I, Mary Wilson, a duly authorized and qualified representative of Chisholm Trail Special Utility District, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☒ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

1.

2.

3.

4.

5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

_____ _____

Signature Date

_____

Title

U12934
Attachment E

Joint-Use Acknowledgement – ROW-U-JUAA

UTILITY JOINT USE ACKNOWLEDGEMENT
UTILITY ADJUSTMENT

U-Number: **U12934**

District: Austin
ROW CSJ: 0440-02-012
Construction CSJ: 0440-02-010
Projected Highway Letting Date: 12/1/2011

County: Williamson
Highway: SH 195
From: Oak Branch Dr.
To: 0.4 MI West of Berry Creek Dr.

WHEREAS, the State of Texas (**"State"**), acting by and through the Texas Department of Transportation (**"TxDOT"**), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the Chisholm Trail Special Utility District, (**"Utility"**), proposes to retain, locate, or relocate, if applicable, certain of its facilities along or across, and within or over such limits of the highway right of way as indicated on the plans attached hereto except as provided herein below;

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** understands and agrees that ingress and egress for servicing the installation will be limited to (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. The **Utility's** rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by **Utility** in making emergency repairs as required for the safety and welfare of the public, **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that **TxDOT** is immediately notified by **Utility** when such repairs are initiated and adequate provision is made by **Utility** for convenience and safety of highway traffic.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of access to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

By executing this Acknowledgement , **TxDOT** does not purport to grant any right, claim, title, or easement in or upon this highway. **TxDOT** may require the **Utility** to relocate this facility to the extent set forth in state law.

All work on the highway right of way shall be performed in accordance with **TxDOT** instructions as authorized by state law.

Initial _____ Date _____

Utility and **TxDOT**, by execution of this Acknowledgement, do not waive or relinquish any right which they may have under the law, and nothing herein shall be interpreted to be an agreement by **Utility** to an expansion or addition to **TxDOT's** authority under state law.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Utility: Chisholm Trail Special Utility District
Name of Utility

By: _____
Authorized Signature

Mary Wilson
Print or Type Name

Title: Chisholm Trail S.U.D. President

Date: _____

THE STATE OF TEXAS

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

By: _____
Signature

_____
Print or Type Name

Title: _____ *

Date: _____

* For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

U12934
Attachment F

Eligibility Ratio

CTSUD ELIGIBILITY RATIO
SH 195 SEGMENT 4 WATER LINE RELOCATION

WATER LINE	BEGIN STATION	END STATION	QUANTITY (LF)	
			INELIGIBLE	ELIGIBLE
12"	1598+00	1687+80	164	8842
12"	1598+00	1687+80	3558	5470
4"	1613+75	1615+90	101	389
12"	1687+80	1693+20	100	1183
14"	1687+80	1762+00	95	7420
TOTAL =			4,018	23,304

ELIGIBLE (LF) =	23,304
INELIGIBLE (LF) =	4,018
GRAND TOTAL (LF) =	27,322
ELIGIBILITY RATIO =	**85.29%**

U12934
Attachment G

Betterment Calculation and Estimates

"Not Applicable"

CROSS SECTIONAL AREA COMPARISON

Existing 2-12" water lines are being replaced by an 18" water wine

$A_{(12")} = \pi*(6")^2 = 113.1$ sq. in.
$A_{(12")} = \pi*(6")^2 = 113.1$ sq. in.

$A_{(12"+12")} =$ **226.2 sq. in.**

$A_{(16")} = \pi*(8")^2 =$ **201.06 sq. in.**

$A_{(18")} = \pi*(9")^2 =$ **254.5 sq. in.**

$A_{(12"+12")} > A_{(16")}$, therefore 18" must be used

NO BETTERMENT

U12934
Attachment H

Proof of Property Interest

U12934
Attachment I

"Not Applicable"

Pass Through Finance Bond Transfer Request
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing Pass Through Finance Bond transfer request per recommendation of Mike Weaver, Road Bond Manager to move $1,050,000.00 to US 183 Ext (PTT0273-04-026) from the following projects: $50,000.00 US 79 Sect 5B (PTT0204-04-042), $350,000.00 US 79 Sect 5A (PTT0204-04-040), $250,000.00 FM 1660 (PTT1566-01-009) and $400,000.00 from Non Departmental (PTT 1).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pam Navarrette
Started On: 05/11/2011 03:20 PM
Final Approval Date: 05/12/2011

2006 GO Park Bond Transfer Request
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing 2006 Park Bond transfer request per recommendation of Jim Rodgers, County Parks and Recreation Director: move $218,785.00 from P15 (Southwest Regional Park) to P204 (Parks Office) and $55,000.00 from P15 (Southwest Regional Park) to SW Regional Park Caretaker's House (P245).

Background

On the Park's Office, more funds to be moved to cover the construction costs of the building. On the SW Regional Caretaker's House, funds need to be moved into a new project to separate the asset for accounting purposes.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pam Navarrette
Started On: 05/11/2011 03:33 PM
Final Approval Date: 05/12/2011

Hazard Mitigation Plan Resolution
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Jarred Thomas, Emergency Management
Submitted For: Jarred Thomas
Department: Emergency Management
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a resolution adopting the Texas Colorado River Floodplain Coalition Hazard Mitigation Plan in which Williamson County participates.

Background

The Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes. Williamson County participates in a regional hazard mitigation planning program through the Texas Colorado River Floodplain Coalition. The regional hazard mitigation plan, which contains Williamson County specific hazard infomation, has been reviewed and approve by the Federal Emergency Management Agency (FEMA).

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Background Paper

Link: Resolution

Form Routing/Status

Form Started By: Jarred Thomas
Started On: 05/12/2011 10:34 AM
Final Approval Date: 05/12/2011

PROJECT DESCRIPTION

BACKGROUND

The Texas Colorado River Floodplain Coalition (TCRFC or Coalition) sponsored the development of a multi-jurisdictional **Hazard Mitigation Plan Update** that addressed all natural and man-caused hazards that could potentially affect communities that participated in the 2004 Hazard Mitigation Plan, "*Creating a Disaster Resistant Lower Colorado River Basin*." Further, the TCRFC conducted an update of the 2004 Hazard Mitigation Plan to revise mitigation actions and risk assessments for communities in the TCRFC who wish to participate. The update is an opportunity to evaluate successful mitigation actions and to explore other means of avoiding future disaster loss.

The goal of the plan is to minimize or eliminate the long-term risk to human life and property from known hazards by identifying and implementing cost-effective mitigation actions. *Mitigation* is defined by FEMA as *sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects*. The purpose of the Coalitions' mitigation plan is twofold: to protect people and structures, and to minimize the costs of disaster response and recovery.

The updated Hazard Mitigation Plan will result in the incorporation of newly added jurisdictions to the TCRFC. The plan is integrated into the existing Hazard Mitigation Plan for the Lower Colorado River Basin, utilizing a basin-wide approach. The plan is prepared as an update to the existing 2004 Hazard Mitigation Plan and will reflect conditions that have changed since the completion of that plan. When complete, the updated plan will comply with all requirements promulgated by the Texas Division of Emergency Management (DEM) and all applicable provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 104 of the Disaster Mitigation Act of 2000 (DMA 2000) (P.L. 106-390), and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004 (P.L. 108–264), which amended the National Flood Insurance Act (NFIA) of 1968 (42 U.S.C. 4001, et al). It will also comply with FEMA's February 26, 2002 Interim Final Rule ("the Rule") at 44 CFR Part 201 which specifies the criteria for approval of mitigation plans required in Section 322 of the DMA 2000. The updated plan was also developed in accordance with FEMA's Community Rating System (CRS) Floodplain Management Plan standards and policies.

A FEMA-approved hazard mitigation plan is required for eligibility for grant funds through FEMA's pre-disaster grant programs such as: Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA), Repetitive Flood Claims (RFC), and the Severe Repetitive Loss (SRL)

program; and for post-disaster grant programs such as: Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) funding. Funds from these federal grant programs may be awarded to local governments and non-profit organizations to implement mitigation projects identified as part of a FEMA-approved hazard mitigation plan. This plan update was prepared early in the planning process to cover communities in the TCRFC that previously were not included in the 2004 Hazard Mitigation Plan as well as new communities, which were subsequently integrated into the final multi-jurisdictional plan for the TCRFC.

PROCESS OF PLAN DEVELOPMENT

The Coalition secured the services of a project team headed by H2O Partners, Inc. to assist in the preparation of the plan update. H2O Partners has professional expertise in disaster and mitigation planning, public assistance programs and disaster recovery. The hazard mitigation planning process involved multiple steps:

1. Capability Assessment

As part of this effort, the H2O team conducted a Capability Assessment by examining and evaluating the programmatic, technical, administrative and fiscal capabilities of the Coalition and participating jurisdictions to mitigate the effects of natural hazards. This assessment included the identification and review of relevant plans, policies and programs already in place such as land use plans, flood control programs, natural resource studies, zoning ordinances, building codes, subdivision regulations, post-disaster public assistance grants, and capital improvements plans.

2. Hazard Identification and Analysis

During this step, the project team identified and compiled relevant data on all potential hazards that threaten the Coalition. Information collected included historical data on past hazard events in the Texas Colorado River Floodplain Coalition area and how these events impacted residents, property, and the overall community since 2004.

Based upon historical occurrences and best available data from agencies such as FEMA and the National Weather Service, the project team described and profiled hazards that threaten the Coalition. Detailed hazard profiles included information on the frequency, magnitude, location and impact for each hazard in addition to estimating the probabilities for future hazard events.

3. Vulnerability Assessment

The Vulnerability Assessment involved the collection and integration of best available data, including an inventory of assets that may be affected by hazards such as people, housing units, businesses, public buildings, critical facilities, infrastructure and utility lifelines. The project team collected this information from national and state databases and incorporated local level data where possible.

The team then assessed potential impacts from each hazard. The resulting information provided the Coalition with information that outlines the full range of hazards facing it and potential social impacts, damages and economic losses. Another key component of the risk assessment was to assess the potential future impact of hazards based upon the current and projected development trends and plans for the Coalition.

4. Mitigation Strategy Development

Based on the findings of the **Capability Assessment** and **Vulnerability/Risk Assessment,** the project team worked with the Coalition toward drafting an overall revised **Mitigation Strategy** for the Coalition and participating jurisdictions. This step was initiated during an interactive planning workshop by facilitating discussion on possible mitigation activities and by gaining consensus from a wide range of participants on the identification of general planning goals and target objectives for the hazard mitigation plan. Based upon these identified goals and objectives, the project team reviewed a comprehensive range of appropriate mitigation measures for the Coalition and other participating partners to consider in reducing the effects of identified high-risk hazards.

PLAN REVIEW, ADOPTION AND APPROVAL

In accordance with federal planning requirements, the Texas Colorado River Floodplain Coalition and other participating jurisdictions must review, approve and adopt the updated hazard mitigation plan. All participating jurisdictions have reviewed and provided comments to the project team. The Plan was submitted to the Texas Division of Emergency Management in August of 2009 for approval. TDEM approved the Plan and submitted to FEMA in May of 2010, and FEMA approved the plan in April 2011. In order to complete the process each jurisdiction must now formally adopt the plan either through their City Council or County Commissioner Meetings. The approved plan will be available on the TCRFC website, www.tcrfc.org.

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 17th day of May 2011, 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 P. Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Ron Morrison, Commissioner, Precinct Four

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

RESOLUTION

WHEREAS, natural hazards in the Lower Colorado Basin historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, Williamson County is a participating member of the Texas Colorado River Floodplain Coalition (TCRFC); and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, Williamson County has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-made hazards; and

WHEREAS, the TCRFC's Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED:

The TCRFC's Hazard Mitigation Plan Update is approved in its entirety;

Williamson County will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;

Williamson County vests with the County Judge the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the Williamson County Commissioner's Court for consideration; and

Williamson County agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

RESOLVED THIS 17th DAY OF MAY, 2011

Attest:_____

Nancy E. Rister
Williamson County Clerk

_____

Dan A. Gattis
Williamson County Judge

Request for continuing education hours.
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Kay Eastes, Elections
Submitted For: Rick Barron
Department: Elections
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving request for the Elections Administrator to participate in the Senior Executives in State and Local Government professional development program at Harvard University's John F. Kennedy School of Government with expenses paid out of the Elections Discretionary Fund.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Request to Court1
Link: TX Admn Code
Link: TX Election Code
Link: Harvard Brochure
Link: Letter of Acceptance
Link: Invoice

Form Routing/Status

Form Started By: Kay Eastes Started On: 05/11/2011 04:26 PM
Final Approval Date: 05/12/2011

5/5/2011

Rick Barron
Williamson County Elections
301 SE Inner Loop Ste 104
Georgetown TX 78626

Commissioners' Court
County Courthouse
Georgetown TX 78626

Dear Judge Gattis and Commissioners Birkman, Long, Covey and Morrison:

I approached Judge Gattis in late January about an exciting professional development opportunity through the Kennedy School at Harvard College. The course is entitled Senior Executives in State and Local Government. The Faculty Chair and an instructor in the program is Dr. David King, who directed the Task Force on Election Administration for the National Commission on Election Reform that was chaired by Presidents Gerald Ford and Jimmy Carter. The result of the commission's work was the Help America Vote Act signed by President Bush in 2002. Further, Dr. King evaluated the Elections Department for Boston, MA and helped restructure the office in order to improve management.

Judge Gattis encouraged me to apply, and he told me about his experience at Penn in a similar program and how valuable it had been for him in many ways. I also spoke to Tax Assessor-Collector, Deborah Hunt. Ms. Hunt was supportive as long as it came from discretionary funds, and as long as I stayed with Williamson County for some time thereafter. I assured them both that I had sufficient monies in the 376 Elections Discretionary Fund to pay for the course.

The Elections Discretionary Fund is authorized in the Texas Election Code. Section 31.100(d) provides the authority to assess a 10% administrative fee to jurisdictions that contract with the Elections Department.

Brian Hamon, the Williamson County Democratic Party Chair, called me regarding an elections matter, which enabled me to run it by him as well. He was supportive as long as the funds were from discretionary monies.

I applied to this program because I want to succeed, flourish and grow in this position. I plan to stay with Williamson County. I need continuing education that is stimulating and challenging, surrounded by peers from all aspects of state and local government to develop my skills.

Learning from shared experiences with people from divergent backgrounds within the public sector will enhance my ability to handle different situations.

I learn new things on my job every day. I want to improve how I handle this non-partisan position; how my decisions affect key stakeholders; how I can manage the budget as efficiently as possible; how I can strategically involve the private sector in elections in various ways and how I can improve as a leader and supervisor.

The program has several dimensions, including a focus on leadership, negotiations, microeconomics, behavioral decision making, cooperative governance and public/private partnerships. Students learn via the case method. Real-life situations prompt students to solve problems on management and leadership issues. In addition, Dr. King's credentials in the area of elections are impressive. I want to study under him and learn from his experiences.

I have led this department through 17 successful elections cycles, which includes more than 150 individual elections jointly held; have had zero turnover of staff in three years; substantially increased the revenue into two funds from contracting political jurisdictions; revamped how we administer early voting and Election Day; reformed training several times in search of a successful methodology that is satisfactory for poll workers; implemented a new voter registration system; staffed polling locations consistently without an issue; increased our number of bilingual poll workers over two years; brought the coding of elections to our office rather than having the ballots coded in Omaha, NE by ES & S; reduced a portion of the cost of elections to political jurisdictions by doing things such as recording the audio for the sight-impaired units in-house and coding the elections here; implemented a staff cross-training schedule for 2011 that is almost complete; increased the efficiency of voter check-in through the introduction of laptops and new software; added on-line training; worked with IT in order to develop a tool for more friendly election night reporting; testified before the legislature on elections legislation; served on the Texas Association of Election Administrators legislation committee for two years; served as a short-term elections observer in Oskemen, Kazakhstan for the Organization for Security and Cooperation in Europe on my own vacation time; aided the US Election Assistance Commission in research on ES & S's M-100 logs; served as a Peer Reviewer for the US Election Assistance Commission to help determine who should be awarded federal grants on applications for the Pre-Election Logic and Accuracy Testing and Post-Election Audit Testing program; made sure that our web site, newsletters and other publications are in Spanish as well as English; launched a Facebook page and a Twitter account; added a voter education You Tube channel; implemented Help Desk software to track calls for better metrics; come in under budget overall in successive years, and finally, engaged staff in learning the Texas Election Code by offering to lead in-house study groups on various sections

every two weeks. Further, the morale in the department is much improved from when I took over in February 2007.

Finally, I believe that professional development is a valuable tool for an employer to invest in its people. My staff, for example, has three graduates of the Election Center, which is a non-profit based in Houston that partners with Auburn University to certify individuals as Certified Elections and Registration Administrators (CERA). By summer's end, a fourth staff member will be an Election Center graduate and in 2011, potentially another four individuals will graduate. This is a tremendous accomplishment for my department considering that less than 700 graduates exist nationwide out of more than 21,000 election professionals. An argument can be made that the low turnover in my department is partly due to the County's investment in them as professionals through the General Fund and the department's investment in them as professionals through the Discretionary Fund. Low turnover means better efficiency and lower costs for the County. I have been fortunate that Commissioner's Court has been supportive in funding for the line item Training, Seminars and Conferences. I have been able to supplement that funding with discretionary funds, when need be.

In closing, this professional development opportunity is reasonable in its price when you consider that it includes tuition, most meals, housing, an Outward Bound team-building day, its academically intensive nature, its unique nature and the curricular supplies. This request meets all of the directives for approval within the Texas Administrative Code Title 1, Part 4, Chapter 81, Subchapter H, Rule 81.161(b) and (c). I have provided a copy of this section of the Texas Administrative Code in the back-up, along with details about the seminar.

It is my hope that you will support me, my aims to improve myself and my future job performance, and approve the distribution of funds from Elections 376 for my attendance at this summer's seminar.

If you have any questions, please contact me at x31622.

Thank you for your consideration,

Rick Barron
Elections Administrator
Williamson County Elections

<<Prev Rule

Texas Administrative Code

Next Rule>>

TITLE 1	ADMINISTRATION
PART 4	OFFICE OF THE SECRETARY OF STATE
CHAPTER 81	ELECTIONS
SUBCHAPTER H	SURPLUS ELECTION CONTRACT FUNDS
RULE §81.161	**Disbursement of Surplus Funds from Election Service Contracts under the Texas Election Code, §31.003**

(a) The Election Code, §31.100(g), states that the commissioners court may not consider the availability of the election services contract fund in adopting the budget for the office of the county election officer. Pursuant to the above section, surplus election contract funds may not be used to fund the day to day operation of the office of the county election officer. Examples of day to day expenses include, but are not limited to, duties required by statute, such as the necessary administrative personnel, office space and equipment, ballots, election kits, poll lists, and early voting and election day workers.

(b) The Election Code, §31.100(f), requires that a surplus in the county election services contract fund may be used only to defray expenses of the county election officer's office in connection with election-related duties or functions. Examples of expense that may be paid with surplus contract funds include, but are not limited to, any duty which is election-related but not specifically required by statute, such as polling location mailouts, travel to election seminars, purchase of voting equipment changes or upgrades, and technology upgrades for the election office (computers).

(c) If the county election officer determines that a funding request qualifies under subsection (b) of this section and should be paid from surplus election service contract funds, said request shall be made in writing to the county commissioners court. The commissioners court shall handle the county election officer's request following normal county purchasing policies and guidelines and may either approve or deny the request. In no instance may the commissioners court approve the use of surplus election contract funds without the written approval of the county election officer.

Source Note: The provisions of this §81.161 adopted to be effective July 29, 1993, 18 TexReg 4639.

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ELECTION CODE

TITLE 3. ELECTION OFFICERS AND OBSERVERS

CHAPTER 31. OFFICERS TO ADMINISTER ELECTIONS

SUBCHAPTER A. SECRETARY OF STATE

Sec. 31.100. DISPOSITION OF CONTRACT MONEY; PAYMENT OF CONTRACTING OFFICER'S EXPENSES.

(d) The county election officer may not be personally compensated for election services performed under an election services contract. A fee charged by the officer for general supervision of the election may not exceed 10 percent of the total amount of the contract, but may not be less than $75.



SENIOR EXECUTIVES
IN STATE AND LOCAL GOVERNMENT

HARVARD Kennedy School
Executive Education

WHAT PAST PARTICIPANTS ARE SAYING:

"In the **State and Local** program there is this amazing mosaic of life stories from classmates and professors. For me, this experience unleashed a new passion and sense of purpose for public service. I discovered ways to stay refreshed while learning new ideas on how create further value for my city."

JOSEPH W. PFEIFER, CHIEF OF COUNTERTERRORISM, FIRE DEPARTMENT OF NEW YORK (FDNY)

"I left the **State and Local** program armed with valuable new skills and strategies for tackling the complex challenges facing both my agency and the community of organizations and interest groups with whom we work."

PAIGE LEWIS, DIRECTOR, POLICY AND EXTERNAL AFFAIRS, COLORADO STATE FOREST SERVICE

"There could be no other three-week experience anywhere that provides as much insight into how and why we serve, and how we might serve better, than the **Senior Executives in State and Local Government** program."

RICHARD HOWORTH, MAYOR, OXFORD, MISSISSIPPI

"The **State and Local** program was extremely valuable to me. I returned to work full of enthusiasm for both public service and what I had learned in my experiences during the program."

LESLIE CROWELL, BUDGET DIRECTOR, COUNTY OF SANTA CLARA, CALIFORNIA







THE PROGRAM

Senior executives in state and local governments face greater demands from a skeptical public today than at any time in recent decades. To exercise effective leadership in this difficult environment, officials in government and nonprofit organizations need the knowledge and skills to develop creative solutions under tight constraints and increased public scrutiny.

The **Senior Executives in State and Local Government** program at Harvard University's John F. Kennedy School of Government provides a balance of traditional and hands-on learning experiences to help seasoned public officials meet the changing needs of their constituents and communities. In particular, this program enables participants to become more effective public managers by:

- Challenging assumptions about how to exercise leadership in the public sector.
- Developing new conceptual frameworks for addressing policy issues.
- Examining innovative partnerships and new models of collaborative governance.
- Exploring the relationship between citizens and their government.
- Understanding the behavioral dimensions of decision making.
- Exchanging ideas with experienced faculty and a diverse group of colleagues.

This three-week program operates as an interactive classroom, where faculty and participants work together on real-life case studies and learn from each other. Participants will be in an environment where the classroom serves as a forum for raising difficult issues and practicing the skill of creating and maintaining a conversation that leads to change.

ABOUT THE FACULTY CHAIR

David King is Lecturer in Public Policy at Harvard Kennedy School and Faculty Chair of two programs: Harvard's Program for Newly Elected Members of the U.S. Congress and **Senior Executives in State and Local Government**. He lectures on the U.S. Congress, political parties, and election reform. Professor King joined the Harvard faculty in 1992.

In the wake of the 2000 presidential elections, Professor King directed the Task Force on Election Administration for the National Commission on Election Reform, chaired by former presidents Gerald Ford and Jimmy Carter. That effort culminated in landmark voting rights legislation signed by President Bush in late 2002. He later oversaw an evaluation and new management structure for the Boston Election Department.

David King is co-author of *The Generation of Trust: Public Confidence in the U.S. Military Since Vietnam* (2003), author of *Turf Wars: How Congressional Committees Claim Jurisdiction* (1997), and co-editor of *Why People Don't Trust Government* (1997). An award-winning speaker, Professor King's work is highlighted in Bill Smoot's *Conversations with Great Teachers* (2010).

THE CURRICULUM

The Learning Model

The program curriculum is centered on the case method pioneered at Harvard. Participants will analyze and discuss cases selected to provoke insight into a wide array of strategic management and leadership issues. Each case is a real-life situation that stimulates participants to think through problem-solving methods and possible solutions. In the last two weeks of the program, participants will work on their own and each other's cases based on actual challenges in their organizations. This activity serves to bridge the gap between conceptual learning and real-life experience.

Key topics covered during the program will include the following:

» **Leadership** – Exercising leadership without authority, and analyzing and managing dynamics that impede progress.

» **Negotiations** – Moving beyond positional bargaining to build strong, resilient relationships with key partners.

» **Public/Private Partnerships** – Creating new and non-traditional alliances among the public, private, and nonprofit sectors to build support for effective solutions.

» **Cooperative Governance** – Developing new operational methods and governance arrangements that can increase capacity and reduce costs.

» **Behavioral Decision Making** – Reducing decision biases in an organization, and designing smart accountability systems for decision-making.

» **Microeconomics** – Employing the tools of economics to develop a sharper understanding of fiscal issues and public goods.



www.hks.harvard.edu/ee/sl





ADMISSION

Application process

Senior Executives in State and Local Government is a three-week program offered twice each year in June and July at Harvard Kennedy School.

To apply for **Senior Executives in State and Local Government** or for details on program dates, application deadlines, and tuition please visit **www.hks.harvard.edu/ee/sl**.

The cost of the program is expected to be paid for by the applicant's sponsoring agency or the applicant; applicants from agencies or employers that are unable to provide full sponsorship are reminded that fellowships and financial support for participation in this program may be available from local and national foundations and philanthropic organizations. Please visit the program website for more information on those fellowship opportunities and the deadlines for application for these fellowships.

Early application is encouraged. Qualified candidates are admitted on a rolling, space-available basis, and programs often fill early. Because of the interactive nature of this program, the number of participants is limited. Applications received after the deadline will be considered only if space remains in the class.

Admission to the program is competitive and is based on professional achievement and organizational responsibility. There is no formal educational requirement, but fluency in written and spoken English is a necessity for the program.

Executives working with state and local governments – elected, appointed, and career officials, as well as those in nonprofit organizations, national associations, and private corporations – will find the program extremely valuable.



HARVARD Kennedy School

Executive Education

www.hks.harvard.edu/ee/sl

"Leadership and learning are indispensable to each other."

John F. Kennedy

Executive Education Admissions
John F. Kennedy School of Government
Harvard University
79 JFK Street
Cambridge, MA 02138 USA
Phone: 617-496-0484
Fax: 617-495-3090
Email: hks_execed@harvard.edu



FSC
Mixed Sources
Product group from well-managed forests, controlled sources and recycled wood or fiber

Cert no. SW-COC-002514
www.fsc.org
© 1996 Forest Stewardship Council

HARVARD Kennedy School
Executive Education

Wednesday, May 11, 2011

Dear Mr. Barron,

On behalf of the Harvard Kennedy School Executive Education Admissions Committee, we congratulate you on your acceptance to Senior Executives in State and Local Government from 11 Jul 2011 to 29 Jul 2011. We are excited that you will be joining us for this exciting professional development opportunity.

Along with a diverse and accomplished group of peers, you will be immersed in a challenging and stimulating learning experience. Beginning with breakfast each morning through a full day of compelling classes, the schedule is intensive. We therefore encourage you to arrive on campus ready to work and to remain free from office responsibilities during the program.

Please visit the link below to complete your confirmation form. The confirmation form must be completed within one week from the date of this letter.
http://ksgexecprogram.harvard.edu/forms/confirmation.aspx?r=011101101001&aid=126856&cid=

Upon completing this form, you will be sent an invoice. Tuition is payable upon receipt of the invoice. We are unable to guarantee your seat in the class until full payment has been received.

We will post further program information on a website that is being specifically designed for Senior Executives in State and Local Government participants. Scheduled to go live before the program start date, this website will contain initial readings and more detail on program logistics. You will receive an email containing the web address and instructions for accessing the website.

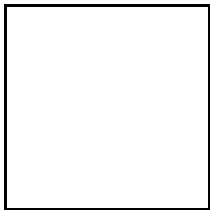
To assist you in making travel arrangements, program registration will start at 10:00 am on 11 Jul 2011. The program will end at approximately 1:00 pm on 29 Jul 2011. Our faculty and staff are eager to help you make the most of your time at Harvard Kennedy School. We look forward to meeting you on 11 Jul 2011!

Please do not hesitate to contact Jin Paik at jin_paik@ksg.harvard.edu if you have any questions. Once again, congratulations on your acceptance to the program.

Sincerely,

Kristi Scafide
Senior Program Director
Senior Executives in State and Local Government

From: Harvard Kennedy School Executive Education [mailto:finance_execed@hks.harvard.edu]
Sent: Thursday, March 17, 2011 4:48 PM
To: Kay Eastes
Subject: Harvard Kennedy School Executive Education Invoice - Payable Upon Receipt



John F. Kennedy School of Government, Harvard University

Invoice
Payable Upon Receipt

Bill to:
Kay Eastes
Williamson County Elections Department
P.O. Box 209
Georgetown, Tx
United States of America

Invoice Number: 558162
Invoice Date: 17 Mar 2011
Tuition Due: US $ 11200.00

PO Number:

Invoice Item	Description	Participant	Amount
Program Tuition	Senior Executives in State and Local Government, 11 Jul 2011- 29 Jul 2011	Richard Barron	US $ 11200.00

Payment Procedure (Payable in U.S. Dollars Only)

Harvard Tax I.D. Number: 042-103-580

COMPANY OR BANK CHECK
Payable to: President and Fellows of Harvard College
Send check to:
Finance Office
Harvard Kennedy School
Executive Education, Mail Box 120
79 JFK Street
Cambridge, MA 02138 USA

Must Include: Invoice Number 558162, Participant's Name, and Executive Education program name.

CREDIT CARD : Visa, Mastercard, and American Express

Card #:

BANK WIRE TRANSFER
Bank of America, 100 Federal Street, Boston, MA, 02110
Bank Acct #: 89893825
ACH Transfer Number: 011 000 138
ABA / USAWIRE Transfer Number: 026 009 593
SWIFT Code #: BOFAUS3N
Acct Name: President and Fellows of Harvard College

Must Include: Invoice Number 558162

Please forward the bank transfer details to finance_execed@hks.harvard.edu so that we may readily identify your payment.

US Government Employees using the Central Contractor Database

_____ (CCR) to remit payment must go to www.ccr.gov and search by DUNS# 120240697 for relevant information.

Expiration Date: _____/_____/_____

Cardholder Name: _____

Fax this invoice with the credit card number and expiration date to 617-495-2267 or **call** the Executive Education Finance office at 617-495-2652 to remit payment. Do not send credit card payment details via email.

Withdrawal Policy
Withdrawal requests must be sent in writing to the program director. Participants who withdraw less than two weeks prior to the start date of the program are obligated to pay the full amount of the tuition.

Consider approving Tax Collection Agreement for MUD Number 22
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the Tax Collection Agreement between the Williamson County Tax Assessor/Collector and MUD Number 22 authorizing tax collection for properties located in MUD Number 22.

Background

Tax Collection Agreement to be signed by the County Judge approving agreement of collection of taxes between the Williamson County Tax Assessor/Collector and MUD Number 22.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: WC MUD 22

Form Routing/Status

Form Started By: Kathryn Morehouse
Started On: 05/10/2011 08:42 AM
Final Approval Date: 05/11/2011

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22** and the **COUNTY OF WILLIAMSON, TEXAS**, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties in Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22**, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

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

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

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

County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

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

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

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

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

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

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

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

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

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

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

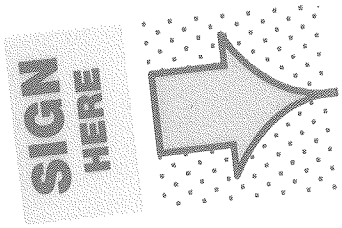
* * * * * *

[*signature page follows*]

Executed this ____ day of _____, 2011.

COUNTY:

COUNTY OF WILLIAMSON



Dan A. Gattis, County Judge
County of Williamson

Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION:

(SEAL)

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22

Kyle Spears, President
Board of Directors

ATTEST:

Samantha Fulford, Secretary
Board of Directors

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, Williamson County Municipal Utility District No. 22 (the "Jurisdiction") desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the Board of Directors of the Jurisdiction finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE JURISDICTION THAT:

The President of the Jurisdiction is hereby authorized and directed to enter into a contract on behalf of the Jurisdiction with The County of Williamson, Texas, in the form and according to the terms in the attached **Exhibit "A"**.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of the Jurisdiction on the 26 day of April, 2011.

JURISDICTION:

(SEAL)

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22

Kyle Spears, President
Board of Directors

ATTEST:

Samantha Fulford, Secretary
Board of Directors

415262-1 04/12/2011

EXHIBIT "A"

[*Tax Collection Agreement between County of Williamson and Williamson County Municipal Utility District No. 22*]

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County Municipal Utility District No. 22 (the "Jurisdiction") for the collection of ad valorem taxes;

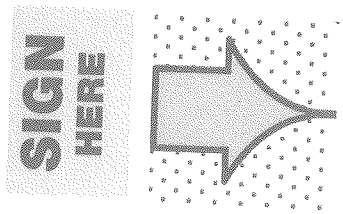
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with the Jurisdiction in the form attached hereto as **Exhibit "A"** for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 2011.

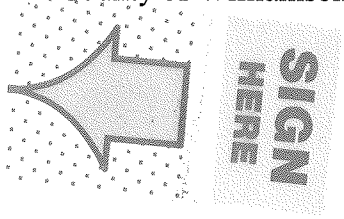
COUNTY:

COUNTY OF WILLIAMSON



_____
Dan A. Gattis, County Judge
County of Williamson

ATTEST:



_____
Nancy Rister
Williamson County Clerk

EXHIBIT "A"

[*Tax Collection Agreement between County of Williamson and Williamson County Municipal Utility District No. 22*]

Workforce Contract Renewal
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Constable Rick Coffman
Department: Commissioner Pct. #2
Agenda Category: Consent

Information

Agenda Item

Consider renewal of agreement with Texas Workforce Commission and Precinct Two Constable's Office.

Background

This is a renewal agreement with the Texas Workforce Commission. There are no changes to the previous terms of the agreement. This agreement will provide access to a database to locate defendants in criminal and civil cases.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: TWF Signed Contract

Form Routing/Status

Form Started By: Grimes Kathy Started On: 05/09/2011 03:46 PM

Final Approval Date: 05/11/2011

Texas Workforce Commission

A Member of Texas Workforce Solutions

Tom Pauken, Chairman

Ronald G. Congleton
Commissioner Representing Labor

Andres Alcantar
Commissioner Representing the Public

Larry E. Temple
Executive Director

April 1, 2011

Randolph Doyer, Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, Texas 78613

Re: TWC Contract/s or Amendment/s

Dear Mr. Doyer:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract /Amendment Number	Contract Manager/Phone Number
TWC Contract/Amendment Number: 2911PEN061	Name: Beth Wiggins Phone Number: (512) 463-1607

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records, provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001
Attn: Julia Ebinger – Program Specialist

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

for Marisela Ramirez
Director, Contract Services Department

MR:je
Enclosures

TEXAS WORKFORCE COMMISSION

PERFORMING AGENCY CONTRACT

	TWC Contract Number	2911PEN061

TITLE	INFORMATION RELEASE CONTRACT
Recipient	
Name	**Williamson County Constable Precinct 2**
Mailing Address	**350 Discovery Blvd., Suite 205**
City/State/Zip	**Cedar Park, TX 78613**
Telephone Number	**512-260-4270**

Contract Period			
Begin Date	**May 1, 2011**	End Date	**April 30, 2012**

Funding Information	
The total amount of this contract will not exceed the sum of	**$1,500.00**

Remarks

This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this contract and any referenced attachments.

Data Sharing Agreement

Online access only

Number of online users and rate: 1-10 for $1,500/year

Signature Authority

Each person signing this contract on behalf of Agency or Recipient hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract.

Agency Approval	Recipient Approval
Agency: **Texas Workforce Commission**	Recipient: **Williamson County Constable Precinct 2**
Larry E. Temple 3/31/11	
Larry E. Temple Date	Dan A. Gattis Date
Executive Director	Williamson County Judge

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General Terms and Conditions	
Section 1	Purpose and Legal Authority
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Section 5	Inspection and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work - Project Obligations
Attachment A1	Protection of Confidentiality - 20 C.F.R. § 603.9
Attachment A2	TWC Data Security Policy
Attachment A3	Quarterly Self-Assessment Report
Attachment A4	TWC User Information Security Agreement
Attachment A5	Cover Sheet for Transmitting User Agreement

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This contract sets forth the obligations of the Texas Workforce Commission (Agency) and the Recipient identified on the cover page, hereinafter collectively referred to as "the Parties," pursuant to Texas Labor Code §§ 301.061 and 302.002(c) with respect to Agency's release of proprietary information to Recipient. The obligations of the Parties are set forth in detail in **Attachment A** which is made a part hereof.

1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Amendments, and Termination

2.1 This contract shall be effective from the Begin Date to the End Date specified on the cover page.

2.2 Either party may suspend or terminate this contract at any time, on written notice to the other party specifying a termination date at least thirty (30) calendar days after the date of the notice. Such termination shall not relieve Recipient of the obligation to pay for all services prior to such termination at the rates provided herein, nor shall it entitle Recipient to any refund of the yearly subscription fee for online access to Agency records.

2.3 In the event of an emergency, Agency may suspend Recipient's online access without advance notice, and will reinstate access at the earliest practical time.

2.4 Agency may suspend all services without notice if Agency suspects a violation of the security provisions in **Attachment A,** Section 3. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.

2.5 Termination of this contract will not end Recipient's responsibility to protect the confidentiality of all Information obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

SECTION 3 – Consideration

3.1 Recipient agrees to pay Agency for services described in **Attachment A.**

3.2 Notwithstanding the rates set forth in **Attachment A**, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of Records

4.1 "Information" means any records obtained by Recipient from Agency, including records and data compilations provided orally, electronically, or on paper. Information shall also include records obtained by Recipient through online access to Agency electronic files. Recipient shall ensure that Information is used only for purposes authorized by law and consistent with this contract. Use of Information shall be subject to the provisions of this contract even if the Information is converted by Recipient into another format or medium or incorporated in any manner into Recipient's records, files, or data compilations.

4.2 Recipient shall limit access to Information to its officers and employees who need access to the Information to achieve the purpose listed in **Attachment A**, Section 1. Recipient shall not transfer the authority or ability to access or maintain Information under this contract to any other person or entity.

4.3 Recipient shall create and maintain a system to store and process Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain Information by any means. Recipient shall ensure that such system is sufficient to allow an audit of compliance with the requirements of this contract. Recipient shall store Information in a place physically secure from access by unauthorized persons.

4.4 Recipient shall comply with 20 Code of Federal Regulations (C.F.R.) § 603.9, incorporated herein by reference, regarding safeguarding Information and insuring its confidentiality. A copy of 20 C.F.R. § 603.9 is attached as **Attachment A1**.

4.5 Recipient shall instruct all personnel having access to Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this contract and under state and federal law for unauthorized disclosure of Information. Recipient acknowledges that all personnel who will have access to Agency Information have been instructed in accordance with the terms of this contract.

4.6 Recipient shall notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Information or any Agency data has been or may be compromised in any way.

4.7 Recipient shall dispose of Information and any copies thereof after the purpose set out in **Attachment A**, Section 1, is achieved, except for Information possessed by any court. Disposal means return of Information to Agency or destruction of Information, as directed by Agency. Disposal

includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all Information within thirty (30) calendar days after the termination or expiration of this contract.

4.8 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any Information in response to a request made under the Public Information Act or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to Information.

4.9 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning Information.

SECTION 5 – Inspection and Audit

5.1 Recipient shall fully cooperate with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this contract, Recipient shall permit Agency access to all sites containing Information, including Information maintained electronically, and to all workplaces used by personnel who have access to Information.

5.2 Recipient shall keep and maintain full, true, and complete and accurate records as necessary to fully disclose to Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives sufficient information to determine compliance with this contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any Information disclosure being processed) until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with contract requirements, this contract shall be cancelled and Recipient shall surrender to Agency all Information and copies thereof that have not previously been returned to Agency, and any other Information relevant to this contract, which was obtained under this contract. Cancellation of this contract shall not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of confidential Information. Agency shall undertake any other action under this contract, or under any law of the State or of the United States, to enforce this contract, secure satisfactory corrective action, and return of the Information. Agency shall take other remedial actions permitted under state or federal law to enforce this contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 This contract shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules. Venue of any suit brought under this contract shall be in a court of

competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.2 Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

7.3 Agency's failure to enforce any provision of this contract does not constitute a waiver of that provision or any other provision.

7.4 Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of Information by Recipient.

7.5 If any provision of this contract is held to be unenforceable by a court, this contract shall be construed as if such provision did not exist and the unenforceability of such provision will not render any other provision or provisions of this contract unenforceable.

7.6 This contract is the entire agreement between the Parties. Any changes, deletions, extensions, or amendments shall be in writing and signed by both parties, except for revisions to rates as described in Section 3.2 of these General Terms and Conditions.

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Attachment A

CONTRACT NUMBER 2911PEN061

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND WILLIAMSON COUNTY CONSTABLE PRECINCT 2

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

The purpose of this contract is to provide Recipient with Agency's current unemployment compensation Information as follows:

- Direct online access to Agency computer files for the following:
  - Wage Records;
  - Unemployment Compensation Claim Benefit Information - limited access.

Subject to the security and confidentiality provisions of this contract, Recipient shall use Information obtained from Agency solely for the following specific purpose: **to assist in locating individuals for serving civil process and individuals who have outstanding warrants.** Any other use of the Information by Recipient shall be a breach of this contract.

SECTION 2 – Obligations of Agency

2.1 Agency authorizes online "read-only" access to the following Agency mainframe computer screens:

- Wage Records File (**BN75 screen**);
- Unemployment Compensation Claim Benefit Information - limited access (**CMES, CTCS, and BPCS screens**).

2.2 Online access to Agency's data will routinely be available to Recipient Users on Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays. Access to Agency's data may not be available at other times due to Agency's computer maintenance needs.

2.3 Agency reserves the right to conduct monitoring, evaluation, and audit of Recipient's access to Agency's Information, as provided under this contract.

2.4 Agency records include Information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of Information provided under this contract.

SECTION 3 – Obligations of Recipient

3.1 Recipient shall not release or otherwise make accessible to any other party, the Information obtained hereunder except as specifically required in order to discharge the official duties described herein.

Recipient shall not release any Information without the written consent of Agency. Recipient shall maintain sufficient safeguards over all Information obtained from Agency to prevent unauthorized access to or redisclosure of any Information provided hereunder.

3.2 Security measures utilized by Recipient for the protection of Agency's confidential Information will conform, at a minimum, to the federal regulations contained in 20 C.F.R. Part 603 and to the Texas Workforce Commission Data Security Policy, **Attachment A2**.

3.3 All Recipient Users granted access under this contract to Agency data must execute Agency's User Information Security Agreement and complete **TWC Information Technology Security Awareness** training prior to being assigned a security password for online access to Agency data. A copy of the User Information Security Agreement is attached as **Attachment A4**. A copy of an executed User Information Security Agreement with certification of completion of **TWC Information Technology Security Awareness** training must be received by the Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Information Security Agreements must be submitted by Recipient contact person listed in this contract with a completed Cover Sheet for Transmitting User Information Security Agreement which is attached as **Attachment A5**. **On June 1, 2011**, all Recipient Users accessing the system under a prior contract will be terminated unless before that date Recipient submits a new User Information Security Agreement executed by Recipient User no more than thirty (30) calendar days prior to the date submitted, with an attached certification of completion of **TWC Information Technology Security Awareness** training dated no more than thirty (30) calendar days before submission.

3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement and certification of completion of **TWC Information Technology Security Awareness** training for each Recipient User. The security password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's Information. Recipient shall notify Agency within three (3) calendar days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this contract and may result in immediate suspension of all access and termination of the contract as well as other penalties provided by law and this contract. All security codes, Recipient User names and passwords issued under this contract shall be cancelled upon the expiration of the contract. One (1) year after the Begin Date of this contract and each year on the anniversary date of the Begin Date of this contract for the term of this contract so long as the contract or any renewal thereof shall be operative, access by a Recipient User shall be cancelled unless within thirty (30) calendar days of the anniversary date Recipient submits a new User Information Security Agreement executed by Recipient User no more than thirty (30) calendar days prior to the date submitted, with an attached certification of completion of **TWC Information Technology Security Awareness** training dated no more than thirty (30) calendar days before submission. Agency will grant access to a **maximum of ten (10)** Recipient Users, all of whom shall be direct Recipient employees. Recipient shall screen potential Users and shall submit User Information Security Agreements for only those employees whom Recipient has determined shall pose no threat to the security of Agency Information.

3.5 Recipient Users shall not change or update any Information contained in Agency's computer stored files. Recipient Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.6 Recipient shall not place Information obtained from Agency on mobile, remote, or portable storage devices; nor shall Recipient remove storage media from the facility used by Recipient without the prior written authorization of Agency.

3.7 Recipient Users are authorized to access Agency's Information for the official purposes listed in Section 1 of this **Attachment A** only and may not divulge information obtained under this contract to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1 of this **Attachment A.**

3.8 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential Information and that any screen dump or other extraction of Agency Information will be protected from unauthorized use or redisclosure.

3.9 Recipient will be solely responsible for disseminating any Information provided by Agency to the remainder of Recipient Users.

3.10 Recipient agrees to notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Agency's Information has been or may be compromised in any way.

3.11 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of Texas Government Code, Chapter 552. Recipient shall not release any Information obtained from Agency under this contract in response to a request made under Texas Government Code, Chapter 552, or to a request made under any other law, regulation, or ordinance addressing public access to government records.

3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency. Recipient shall send the payment to the address listed on the invoice along with a copy of the invoice.

3.13 Recipient will treat Wage Records, Unemployment Compensation Claim Benefit Information, and Employer Tax Records obtained from Agency as confidential as required under Texas Labor Code § 301.081 and the Social Security Act of 1934.

3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all Information obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 C.F.R. § 603.9, a copy of which is attached as **Attachment A1** and the requirements included in this contract.

3.15 Recipient's procedures to safeguard Information provided shall be subject to audit by Agency.

3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.

3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or Information when such damage is caused by the actions of employees or agents of Recipient, whether authorized or unauthorized Users pursuant to this contract.

3.18 Recipient shall pay a **fifteen hundred dollar ($1,500.00)** annual subscription fee for the online access described in Section 2.1 of this **Attachment A.** The twelve (12) calendar month period covered by the yearly subscription fee begins on the Begin Date listed in this contract. Payment of the yearly

subscription fee is due within thirty (30) calendar days from the Begin Date listed in this contract. The yearly subscription fee is nonrefundable and shall not be prorated in the event of early termination of this contract or suspension of services. Recipient shall send the payment to the address listed on the invoice and shall include with the payment a copy of the invoice.

3.19 Recipient shall submit to Agency a fully-executed Quarterly Self-Assessment Report, a copy of which is attached as **Attachment A3,** on the next-occurring quarterly filing date after the Begin Date of this contract, and on each quarterly filing date for as long as this contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within the calendar month preceding the filing date.

SECTION 4 – Contact Persons

In all communications with Agency, Recipient shall include a reference to the TWC Contract Number. The Parties designate the following primary liaisons for implementation of this contract:

AGENCY CONTACT PERSON

External Data Sharing Contracts Manager
Office of General Counsel
Texas Workforce Commission
101 E. 15th St., Room 608
Austin, TX 78778-0001

Phone: 512-463-1607 or 512-936-2134
Fax: 512-463-1426
Email: ORContracts.Management@twc.state.tx.us

RECIPIENT CONTACT PERSON

Randolph Doyer
Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613

Phone: 512-260-4270

Email: rdoyer@wilco.org

RECIPIENT BILLING INFORMATION

Same as above

Recipient may request a change in Recipient Contact Person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient Contact Person must be approved in writing by Agency. Agency shall provide Recipient with written notification of any change in Agency Contact Person.

SECTION 5 – Effect on Other Data Sharing Agreements Between the Parties

The Parties agree that this contract supersedes and replaces all other data sharing agreements between the Parties, including 2910PEN008.

Attachment A1

PROTECTION OF CONFIDENTIALITY

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, U.S. DEPT. OF LABOR
PART 603--INCOME AND ELIGIBILITY VERIFICATION SYSTEM
SUBPART A--INCOME AND ELIGIBILITY VERIFICATION SYSTEM

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

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;

(v) Require each recipient agency or entity to:

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

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

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

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

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

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

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

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

Remainder of Page Intentionally Left Blank

Attachment A2

TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY

It is the policy of the Texas Workforce Commission (Agency) to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of Agency's resources and assets.

Employees, physical property, and information related to the conduct of Agency operations are assets, entrusted to the care of Agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of Agency.

The Agency relies heavily on its electronic data processing systems to meet its operational, financial, and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Agency's rules and regulations within their office.

Remainder of Page Intentionally Left Blank

Attachment A3

QUARTERLY SELF-ASSESSMENT REPORT

Recipient confirms that it is in compliance with the following requirements of 20 C.F.R. § 603.9:

1. Recipient uses the disclosed Information only for purposes authorized by law and consistent with the allowed use set forth in the contract between Recipient and the Texas Workforce Commission (Agency). **Yes:** _____ **No:** _____

2. Recipient stores the disclosed Information in a place physically secure from access by unauthorized persons.
Yes: _____ **No:** _____

3. Recipient stores and processes disclosed Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the Information by any means. **Yes:** _____ **No:** _____

4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed Information stored in computer systems. **Yes:** _____ **No:** _____

5. Recipient has instructed all personnel having access to the disclosed Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure of information (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both). **By your signature below you acknowledge that all personnel having access to the disclosed Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9. Yes:** _____ **No:** _____

6. Recipient adheres to the Agency confidentiality requirements and procedures which are consistent with 20 C.F.R. § 603.9 and the requirements of the contract between Recipient and Agency and shall report any infraction of these rules to Agency fully and promptly. **Yes:** _____ **No:** _____

7. Recipient disposes of Information disclosed or obtained, and any copies thereof made by Recipient, after the purpose for which the Information is disclosed is served or as required by court order. Disposal means return of the Information to Agency or destruction of the Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. **Yes:** _____ **No:** _____

8. Recipient ensures that the Information disclosed shall not be retained with personal identifiers for longer than such period of time as TWC deems appropriate. **Yes:** _____ **No:** _____

9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. Part 603 and the contract between Recipient and Agency.
Yes: _____ **No:** _____ [Describe, in an attachment, your system that allows audit of compliance.]

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

_____ _____
Signature Date

_____ **Contract Number 2911PEN061**
Printed Name, Title

Return this Report to: External Data Sharing Contracts Manager | Office of General Counsel
Texas Workforce Commission | 101 East 15th Street, Room 608 | Austin, Texas 78778-0001
Fax: 512-463-1426
Email: ORContracts.Management@twc.state.tx.us

Attachment A4

CONTRACT NUMBER 2911PEN061

TEXAS WORKFORCE COMMISSION
USER INFORMATION SECURITY AGREEMENT

I, _____ _____
(Print Name) (Social Security Number)

_____ _____ _____
(User phone number) (User work street address) (User email)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password that I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. **I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password may be a violation of the Texas Penal Code and may result in the termination of the contract between Texas Workforce Commission and Williamson County Constable Precinct 2 for online data access. The use of Information obtained from the Texas Workforce Commission's computer system is limited to the following purpose only: to assist in locating individuals for serving civil process and individuals who have outstanding warrants.**

I understand that online access under the above-described contract is limited to: Wage Records File (**BN75 screen**); Unemployment Compensation Claim Benefit Information - limited access (**CMES, CTCS, BPCS screens**).

I will not enter any unauthorized Information, or make any changes to Information. I will not disclose any Information without prior authorization from the Texas Workforce Commission. **I understand that under Texas Labor Code § 301.085 all information I obtain from the Texas Workforce Commission under this User Agreement is confidential and that a person commits an offense if the person solicits, discloses, receives, or uses, or authorizes, permits, participates in, or acquiesces in another person's use of, unemployment compensation information that reveals: (1) identifying information regarding any individual or past or present employer or employing unit; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer or employing unit. Such an offense is a Class A Misdemeanor.**

Violating a data security system or allowing unauthorized access by another party is a Class A Misdemeanor under Chapter 33 of the Texas Penal Code, which is punishable by a fine of $4,000, a year in jail, or both. Intentionally causing a computer to malfunction or knowingly altering data without authorization that results in personal or property damage may constitute a felony of the second degree.

I have read and have had explained to me the security and confidentiality requirements of 20 C.F.R. Part 603 and the contract with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the contract with the Texas Workforce Commission.

_____ _____ _____
Signature of User Date Printed Name

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the contract with the Texas Workforce Commission including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in the Information Release Contract and in state law for unauthorized disclosure of information.

_____ _____ _____
Signature of Supervisor Date Printed Name

Contract Signatory or Recipient Contact Person Approval:

_____ _____ _____
Signature of Contract Signatory or Recipient Contact Person Date Printed Name

Distribution Instructions for User Information Security Agreement: Entity employing the User must retain the original user agreement. The User must be provided a copy by their employer. The entity employing the User must transmit a copy to the Texas Workforce Commission and must attach the following cover sheet.

Attachment A5

COVER SHEET FOR TRANSMITTING USER INFORMATION SECURITY AGREEMENT

To: RACF Administration

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

___ via fax to: 512-463-6394

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

From: **Williamson County Constable Precinct 2 (Recipient)**

_____(Recipient contact person name)

_____(Recipient contact person email)

Re: **TWC Contract Number 2911PEN061**

Enclosed are the following documents:

1) **Completed TWC User Information Security Agreement**

   AND

2) **TWC Information Technology Security Awareness training certificate**

Note: The TWC User Information Security Agreement must accompany the TWC Information Technology Security Awareness training certificate and include all signatures and the contract number. For questions on processing the TWC User Information Security Agreement, please email the RACF Administrator at racf.administration@twc.state.tx.us.

TWC Contract/Amendment Number: 2911PEN061

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.

☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.

☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Williamson County Constable Precinct 2

_____

Dan A. Gattis Date
Williamson County Judge

Emergency Services District 11 Hearing
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on setting date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 11.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: ESD 11 Petition and Notice

Form Routing/Status

Form Started By: Grimes Kathy Started On: 05/11/2011 03:20 PM

Final Approval Date: 05/12/2011

ACCEPTANCE OF PETITION AND NOTICE OF PUBLIC HEARING FOR CREATION OF WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

WHEREAS, on the 12th day of May, 2011, the Williamson County Judge has accepted a Petition to Create Williamson County Emergency Services District No. 11, and

WHEREAS, said Petition is in proper form as required by Section 775.013 of the Texas Health and Safety Code, and

WHEREAS, pursuant to Section 775.015 of the Texas Health and Safety Code, the Commissioners Court is required to set a date, time and place for a public hearing to consider the Petition.

NOW THEREFORE, the Williamson County Commissioners Court hereby notifies the public of the following:

1. That the creation of the Williamson County Emergency Services District No. 11 is proposed,

2. That the District is to be created and is to operate under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987.

3. That the name of the District shall be the Williamson County Emergency Services District No. 11.

4. That the boundaries of said District are as stated in the Petition.

5. That the public hearing shall be on the 21st day of June, 2011, at the Williamson County Commissioners Court at 10:00 a.m. at 710 Main Street, Georgetown, Texas 78626.

6. That each person who has an interest in the creation of the District may attend the hearing and present grounds for or against creation of the District.

_____
Dan Gattis, County Judge

Attested by:

_____
Nancy Rister, County Clerk

222220/cc

Emergency Services District 12
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on setting date, time and place for a public hearing regarding the creation of Williamson County Emergency Services District No. 12.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: ESD 12 Petition and Notice

Form Routing/Status

Form Started By: Grimes Kathy Started On: 05/11/2011 03:42 PM

Final Approval Date: 05/12/2011

ACCEPTANCE OF PETITION AND NOTICE OF PUBLIC HEARING FOR CREATION OF WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

WHEREAS, on the 12th day of May, 2011, the Williamson County Judge has accepted a Petition to Create Williamson County Emergency Services District No. 12, and

WHEREAS, said Petition is in proper form as required by Section 775.013 of the Texas Health and Safety Code, and

WHEREAS, pursuant to Section 775.015 of the Texas Health and Safety Code, the Commissioners Court is required to set a date, time and place for a public hearing to consider the Petition.

NOW THEREFORE, the Williamson County Commissioners Court hereby notifies the public of the following:

1. That the creation of the Williamson County Emergency Services District No. 12 is proposed,

2. That the District is to be created and is to operate under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987.

3. That the name of the District shall be the Williamson County Emergency Services District No. 12.

4. That the boundaries of said District are as stated in the Petition.

5. That the public hearing shall be on the 21st day of June, 2011, at the Williamson County Commissioners Court at 10:00 a.m. at 710 Main Street, Georgetown, Texas 78626.

6. That each person who has an interest in the creation of the District may attend the hearing and present grounds for or against creation of the District.

_____
Dan Gattis, County Judge

Attested by:

_____
Nancy Rister, County Clerk

222221/cc

Interlocal Purchasing Agreement between Williamson County and City of Ft. Worth

Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Brenda Fuller, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Purchasing Cooperative Interlocal Agreement between Williamson County and the City of Ft. Worth, including participation in the Texas Payment Card Consortium.

Background

Attachments include the Inter Local Agreement with the City of Ft. Worth. This agreement allows the two governmental entities to make cooperative purchases per Local Government Code 271.102. Also included is an attachment for participation in the Texas Payment Card Consortium.
For questions contact Bob Space 943-1555.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Coop agreement first copy
Link: Participation agreement
Link: Amend 110910
Link: Agreement 083107

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	05/11/2011 02:03 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/12/2011 11:50 AM	APRV

Form Started By: Brenda Fuller — Started On: 05/10/2011 09:50 AM

Final Approval Date: 05/12/2011

FORT WORTH CITY SECRETARY
CONTRACT NO. _____

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the date written below between Williamson County and the City of Fort Worth, Texas ("Fort Worth").

WHEREAS, both Williamson County and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Williamson County and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, Williamson County and Fort Worth agree as follows:

SECTION 1. The purpose of this Agreement is to provide Williamson County and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

SECTION 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

SECTION 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

SECTION 6. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

SECTION 7. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate Williamson County or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

EXECUTED this _____ day of _____, 201__.

CITY OF FORT WORTH **1000 Throckmorton Street** **Fort Worth, Texas 76102**	Williamson County **301 N. E. Inner Loop #106** **Georgetown, TX 78626**
By: _____ Karen L. Montgomery	By: _____
Title: Assistant City Manager____	Title: _____

APPROVED AS TO
FORM AND LEGALITY:

_____ Denis McElroy Assistant City Attorney	_____ Entity Attorney Title
_____ Contract Authorization	_____
_____ Marty Hendrix, City Secretary	_____
_____ Date	_____ Date

From:	Brenda Fuller
To:	Kerstin Hancock
Subject:	FW: Williamson County - Participation Agreement
Date:	Monday, December 13, 2010 2:31:00 PM
Attachments:	Williamson County - Participation Agreement.pdf City of Fort Worth-083107-Amend-110910-pdf.zip City of Fort Worth-CommAgmt-083107-pdf.zip COOPERATIVE PURCHASING AGREEMENT FORM.DOC

From: Linda Govea [mailto:Linda.Govea@jpmchase.com]
Sent: Tuesday, November 23, 2010 8:41 AM
To: Brenda Fuller
Subject: Williamson County - Participation Agreement

Here is the email sent by Heather L Katsuleas our implementation specialist.
Please respond back to this email if you received it successfully.

Thank you

Linda Govea
CB Sales & Marketing Associate | JPMorgan Chase | Commercial Banking | TX3-8213, 221 W. 6th Street, 2nd Floor | Austin, Texas 78701
Office ☎ 512 479-2714 | Fax 🖷 512 479-2774 | Email ✉ linda.govea@chase.com

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From: Heather L Katsuleas
Sent: Monday, November 22, 2010 12:52 PM
To: brendafuller@wilco.org
Cc: Larnell Camus; Linda Govea; Toinette A Miller
Subject: Williamson County - Participation Agreement

Hello Brenda,

Thank you for considering JPMorgan Chase as your Commercial Card Solutions provider. Please find, attached below, an execution copy of a Participation Agreement that authorizes Williamson County to participate in the Texas Payment Card Consortium. In addition, please find a Cooperative Purchasing Agreement form which is also required to participate in the Texas Payment Card Consortium. If you have any questions regarding the Cooperative Purchasing Agreement please contact the City of Fort Worth directly.

Please print out TWO originals of the Agreement and have both signed by the appropriate authorized officer. Please leave the Agreement undated as it will be dated upon final signature approval by the Bank. In addition, the Participant Attestation portion of the signature page will need to be attested to by a Corporate Officer or another individual, other than the person who executed the Agreement. Please return both originals to me, along with an executed Cooperative Purchasing Agreement, at the address listed below:

Heather Katsuleas
Implementation Specialist
Commercial Card Solutions
IL1-6400
2500 Westfield Drive

Elgin, IL 60123

Also attached is the City of Fort Worth Commercial Card Agreement (Exhibit I) and the First Amendment to Commercial Card Agreement. Please print these documents and retain them for your records.

One fully executed original Participation Agreement will be returned to you for your records.

Please contact me at the number listed below if you have any questions.

Thank you,

Heather Katsuleas | Implementation Specialist |Treasury & Security Services |Commercial Card Implementation Team | **J.P. Morgan** |2500 Westfield Drive, IL1-6400, Elgin, IL 60124|Phone 312.954.2726 | heather.l.katsuleas@jpmchase.com

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CITY SECRETARY
CONTRACT NO._____

FIRST AMENDMENT TO COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N.A.

THIS FIRST AMENDMENT (the "Amendment") to Commercial Card Agreement (the "Agreement') dated as of August 31, 2007 between JPMorgan Chase Bank, N.A. (the "Bank"), and City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise Counties, Texas (the "Client") is made as of NOVEMBER 9, 2010 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Amendment**. Paragraph 4.B. of the Agreement is hereby deleted in its entirety and restated to read as follows:

> "Fraud Losses will not be deducted from rebates, provided that the Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used, or compromised. The Client shall not be liable for fraudulent transaction(s) made on an Account by persons other than employees or agents of the Client and the Client's vendors, provided that (i) the Client or Cardholder has immediately notified the Bank as specified in the previous sentence; (ii) neither the Client nor the Cardholder has received any direct or indirect benefit from such fraudulent Transaction(s); (iii) the program has been set up and operated by the Client in accordance with the Bank's fraud reduction best practices as designated by the Bank from time to time (including but not limited to blocking high-risk MCCs; payment to the Bank by the Client rather than Cardholders for approved expenses; limiting cash advances; adhering to transaction, daily, and cycle limits established by the Bank); (iv) the Client maintains reasonable security precautions and controls regarding the dissemination, use and storage of Cards and transaction data; and (v) the Client notifies the Bank no later than ten (10) business days after the date a paper or electronic statement in which the fraudulent Transaction(s) first appeared was first made available to the Client. In the event the Client does not adopt the fraud reduction best practices including but not limited to those designated in this section, as designated by the Bank from time to time, within 10 business days of being so notified in writing by the Bank, the Client will be liable for any fraudulent Transactions on any Account prior to the time the Client notifies the Bank."

3. **Amendment.** Exhibit A is hereby deleted in its entirety and replaced in full with a new 'Exhibit A as attached hereto.

4. **Amendment.** The Agreement is hereby modified to incorporate a new 'Exhibit B entitled 'Single Use Accounts Addendum' as attached hereto.

5. **Amendment.** Section 11 of the Agreement, Termination, is hereby amended to add Section 11. C, which shall read as follows:

> "In the event no funds or insufficient funds are appropriated by the Client in any fiscal period for any payments due hereunder, Client will notify Bank of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Client of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated."

6. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

7. **Piggyback Provision.** Pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), the use of this Agreement may be extended to other local governments and with agencies of the state as described in the Act. Additionally, the Agreement may be extended to Not-For-Profit organizations and private universities at Client's discretion. Notwithstanding the foregoing, the Bank, in its sole discretion, shall have the option to approve the participation of any Participant (as later defined herein) under this Agreement. Each Participant allowed by the Bank to obtain services under this Agreement shall do so independent of any other Participant. Each Participant shall be responsible for its own obligations by virtue of this Agreement. The Bank shall not be liable to the Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant. Client shall not be liable for any transactions, payment of fees, or any other obligations of any Participant under this Agreement.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

11-04-10 P12:29 IN

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.

By: Clare T. Trauth

Name: CLARE T. TRAUTH
VICE PRESIDENT

Title:

CITY OF FORT WORTH, TEXAS

By: Karen L Montgomery 11/4/10

Name: Karen L. Montgomery

Title: Assistant City Manager

NO M&C REQUIRED

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: _____

Name: _____

Title _____

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

APPROVED AS TO FORM AND LEGALITY

By: _____

Name: Maleshia Farmer

Title: Assistant City Attorney

Attested by:

for Kenneth P. Gonzales

Marty Hendrix, City Secretary

CITY OF FORT WORTH TEXAS

EXHIBIT A

INCENTIVES AND FEES

DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Filetum" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Average Payment Terms" means the Average Filetum minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms.

"Charge Volume" means total U.S. dollar charges made on a Bank Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Combined Charge Volume" means Charge Volume and Single Use Charge Volume.

"Contract Year" means a 12-month period beginning on August 31st of each year or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Texas Payment Card Consortium" means the City of Fort Worth, Texas and other Texas public entities eligible to participate in the Program under the Act and that have been approved by the Bank for participation.

"Participant" means the Client or a Texas public entity approved by the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Client under this Agreement and which have executed an agreement in the form as attached hereto as 'Exhibit C' (the "Participation Agreement) or in such other form as provided by the Bank from time to time.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Single Use Charge Volume" means total U.S. dollar charges made on a Virtual Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Virtual Single Use Account" means a Card-less Account used in connection with a single, unique transaction.

REBATES[1]

Volume Rebate – Purchasing and Single Use Account (E-Payables Solution)

Bank will pay the Participant a rebate based on the annual Texas Payment Card Consortium's Combined Charge Volume achieved according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Participant's respective Combined Charge Volume.

NOTE: In year 1 of this Agreement (8/31/2010 – 8/30/2011), Bank will assume Charge Volume of $200,000,000 and pay at the .95% and 1.59% rebate levels based on the Participant's current annual volume. For each year thereafter, the consortium rebate will be paid per the grid below.

*Combined Consortium Charge Volume	TEXAS PAYMENT CARD CONSORTIUM (Individual Participant Volume Grid) Purchasing Card Program	
	$500K - $1MM	$1MM or greater
Under $25,000,000	0.75%	1.25%
$25,000,000	0.80%	1.50%
$75,000,000	0.85%	1.55%
$150,000,000	0.90%	1.57%
$200,000,000	0.95%	1.59%
$300,000,000	1.00%	1.60%
$500,000,000	1.02%	1.61%

***Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.**

Single Use Account (E-Payables Solution) Rebate

Bank will pay the Participant a rebate based on the annual Single Use Charge Volume achieved as indicated below. The rebate will be calculated as the indicated Rebate Rate times the annual Single Use Charge Volume.

- If Participant achieves $1,000,000 - $10,000,000 in Single Use Charge Volume, the rebate rate is 1.24%
- If Participant achieves Single Use Charge Volume greater than $10,000,000, the rebate rate is in accordance with the rebate grid above.

NOTE: Participants with Single Use Account Charge Volume less than $1,000,000 will not be implemented.

Average Payment Terms Escalator

The Bank will pay Client an additional rebate based on its Average Payment Terms throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Payment Terms escalator of 0.01% per full day of early payment will be earned.

Participant Reporting system option

For Participants with program spend of under $10 million annually, the *smartdata* reporting solution will be implemented.

Participants with annual spend of $10 million or above can select the Bank's PaymentNet reporting platform or *smartdata*

Large Ticket Rebate – Purchasing and Single Use Account (E-Payables Solution) programs

Bank will pay the Participant an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when the respective Participant's annual Combined Charge Volume threshold requirements are achieved. The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume.

PURCHASING AND SINGLE USE ACCOUNT (E-PAYABLES SOLUTION) PROGRAMS	
AVERAGE LARGE TICKET TRANSACTION SIZE	REBATE RATE (%)
$4500 - $4999	.65%
$5000 - $7499	.60%
$7500 - $9,999	.55%
$10,000 - $14,999	.50%
$15,000 - $19,999	.45%
$20,000 - $24,999	.35%
$25,000 - $99,999	.30%
$100,000+	0.15

[1]In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Losses. If Losses exceed the rebate earned for any Contract Year, Bank will invoice the respective Participant for the amount in excess of the rebate, which amount shall be payable within thirty (30) days of receipt of the invoice. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the subsequent six-month period. If the Participant is participating in more than one program, Bank reserves the right to offset any Losses from one program against any rebate earned under any other program.

Rebate payments will be made within 90 days after the end of the previous Contract Year via wire transfer to an account designated by the Participant.

To qualify for any rebate payment, all of the following conditions apply.

a. Settlement of any centrally billed account(s) must be by automatic debit or by the Participant initiated ACH or wire.
b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 14 for both the purchasing and single use account programs.
c. The Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
d. The Participant is not in Default under the Agreement.

Fees Schedule - for Programs using the *Smartdata* System

The following are the fees associated with our purchasing card and single use account program in the United States:

Annual card fee	$0.00
Cash advance fee	2.0% ($3.00 minimum)
Convenience check fee	2% of check amount ($1.50/check minimum)
Rejected convenience check	$0.00
Convenience check stop payment	$0.00
Standard card replacement	$0.00 per card
Card reinstatement	$0.00
Emergency (rush) card replacement	$25 per card if effected through the Bank. If effected through the association, Client shall pay any fees charged by the association.
Return check (payment)	$15 per return
ACH return	$0.00
Document retrieval	Dispute-related: $0.00 Non-dispute-related: $8 per document
Duplicate statement	$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	$0.00
Over-limit fee	$0.00
Miscellaneous fees	None
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
Basic plastic	$0.00
Customer logo plastic	$500 per logo for any newly designed logo; No fee to apply a current logo on a new plastic.
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
Training at Bank's site	$0.00 (customer T&E not included)
Training at your site(s)	$1,550/day
Paper statements	$0.00
Electronic payment fee	$0.00
Custom reporting/mapper programming/post-loader	SDOL custom mapper: priced by MasterCard; pass-through charge

File transfer using FTP	Daily—$500.00/month Weekly—$250.00/month Bi-weekly—$125.00/month Monthly—$75.00/month
PaymentNet setup fee	Waived
Smartdata setup fee	$0.00
SDOL monthly maintenance fee	$50 per program per month - **WAIVED after a Participant reaches $500,000 annual spend during a Contract Year**
SDOL real time	$0.00

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services.

Fees Schedule - for Programs Using Bank's PaymentNet Solution

The following are the fees associated with our purchasing card and single use account programs in the United States:

PROGRAM FEES	
Annual card fee	$0.00
Cash advance fee	2.5% ($2.50 minimum)
Convenience check fee	2% of check amount ($1.50/check minimum)
Rejected convenience check	$0.00 per occurrence
Convenience check stop payment	$0.00
Standard card replacement	$0.00 per card
Card reinstatement	$0.00
Emergency (rush) card replacement	$25 per card if effected through the Bank. If effected through the association, Client shall pay any fees charged by the association.
Return check (payment)	$15 per return
ACH return	$20 per return
Document retrieval	Dispute-related: $0.00 Non-dispute-related: 3 copy requests free, then $5 per copy request
Duplicate statement	$5 per statement
Currency conversion fee	1% surcharge (association pass-through)
Dormant credit balance fee	$0.00
Over-limit fee	$0.00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
PAST-DUE FEES	
Late fee	Central Bill: 1% of unpaid balance at cycle; charged on cycle date
Finance charge	None
Delinquency fee	2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter; charged on cycle date.
CARD DESIGN	
Basic plastic	$0.00
Customer logo plastic	$500 per logo for any newly designed logo. No fee for existing logos on new plastics.
Customized plastic	$1 per card, subject to a 1,000 card minimum for any new cards
TRAINING AND CONSULTING	
Training at Bank's site	$0.00 (customer T&E not included)
Training at your site(s)	$0.00 for first session; additional sessions @ $1,550/day
TECHNOLOGY SERVICES	
PaymentNet setup fee	Waived
EDI setup/transmission	Pass-through on all setup and development costs

Paper statements	$0.00
Electronic payment fee	$0.00
Custom reporting/mapper programming/post-loader	$250 per hour ($1,000 minimum)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily—$500/month Weekly—$250/month Bi-weekly—$125/month Monthly—$75/month

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services.

EXHIBIT B

SINGLE USE ACCOUNTS ADDENDUM

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to the Texas Payment Card Consortium Participant the Network Services described below:

Definitions. Terms defined in the singular shall include the plural and vise versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Participant in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Commercial Card Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network" means the Bank's Internet based platform for exchanging electronic commercial card payment information data between the Participant and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Participant in authenticating Network users and Payment Instructions initiated by the Participant via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Participant under this Addendum.

"Payment Instruction" means an instruction initiated by the Participant, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program"" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Participant and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Participant's participation in the Single Use Program, the Participant may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Participants shall receive a periodic statement of the Single Use Account Transactions. The Participant shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Participant, either delivered to a U.S address or in electronic form.

2. During the term of this Addendum and subject to the Participant's performance of its obligations hereunder, the Bank will maintain the Network and allow the Participant to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities. The Participant acknowledges that the Network exchanges payment-related data between Participant and Suppliers to effect commercial card settlement.

3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Participant a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.

4. The Participant has no right to provide access to the Network to any third party. The Participant may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.

5. The Participant's rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Participant hereunder.

6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.

7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.

8. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Participant and its Suppliers. The Participant is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors.

9. The Participant is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. Participant agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Participant believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Participant shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.

10. All Payment Instructions submitted in the name of the Participant are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Participant's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Participant or any Supplier in connection with a Payment Instruction. The Participant agrees to be bound by any Payment Instruction, whether or not authorized, issued in the Participant's name and authenticated by the Bank in accordance with the Network Security Procedures.

BANK

By: Clare T. Trauth

Name: CLARE T. TRAUTH

Title: VICE PRESIDENT

PARTICIPANT

By: Karen L Montgomery 11/4/18

Name: Karen L. Montgomery

Title: Assistant City Manager

NO M&C REQUIRED

Participant Attestation:

The undersigned, a duly authorized officer or representative of the Participant, does hereby certify that the Participant has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Participant, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Participant possessing authority to execute this Addendum.

By: _____

Name: _____

Title _____

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Participant.

APPROVED AS TO FORM AND LEGALITY

By: _____

Name: Maleshia Farmer

Title: Assistant City Attorney

Attested by:

_____

Marty Hendrix, City Secretary

CITY OF FORT WORTH TEXAS

EXHIBIT C

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____, ("Effective Date"), by and between _____, a _____ (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of [MONTH, DATE, YEAR] (the "Commercial Card Agreement") between [INSERT CLIENT LEGAL ENTITY NAME] (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.

2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

   Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.

4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

   To the Bank:

   JPMorgan Chase Bank, N.A.
   300 South Riverside Plaza, Suite IL1-0199
   Chicago, IL 60670-0199
   Attn: Commercial Card Contracts Manager

   To the Participant:

   _____

   _____

   _____
   Attn:

   _____

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By:

Name: _____

Title _____

_____

PARTICIPANT:

By:

Name: _____

Title: _____

_____

Participant Attestation:

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By:

Name: _____

Title _____

_____

CITY SECRETARY
CONTRACT NO. 35775

COMMERCIAL CARD AGREEMENT

This Commercial Card Agreement (the "Agreement") is entered into as of August 31, 2007 between City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise, Counties, Texas (the "Client"), and JPMorgan Chase Bank, N.A. (the "Bank") a national banking association. Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide the Commercial Card Program, as hereinafter defined, and the Client may participate in the Program subject to the terms and conditions of this Agreement.

1. *Definitions.* Terms defined in the singular shall include the plural and vise versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the System.

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"Account Credit Limit" means the upper limit for an extension of credit for an Account specified by the Client from time to time and accepted by the Bank.

"Agreement" means this Commercial Card Agreement as it may be amended from time to time.

"Association" means either MasterCard or Visa.

"Authorized User" means individuals authorized by the Client to access and use the Program and System.

"Business Day" means a day on which both the Bank and the Federal Reserve Banks are open for business.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Card Request" means a written or electronic transmittal from the Client, requesting the Bank to issue a Card(s) or establish an Account(s).

"Cardholder" means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the Client or named Cardholder to use a Card or Account.

"Cardholder Agreement" means an agreement between the Bank and a Cardholder, as amended from time to time, governing use of an Account.

"Cash Transaction Module" ("CTM") means a System tool used in connection with the processing, management, and approval of cash transactions.

"Convenience Checks" means a check written against an Account.

"Contract Documents" means this Agreement in conjunction with City of Fort Worth RFP No. 07-0068, Addendum #1 thereto, and Bank's Proposal submitted in response to RFP No. 07-0068. RFP No. 07-0068, Addendum #1 thereto, and Bank's Proposal are each incorporated herein by this reference.

"Client Account" means the account of the Client into which the outstanding balances of all Accounts are aggregated and for which the Client is liable.

"Client Vendor" means a travel agent, travel agency or any other vendor of Client authorized by the Client to charge Transactions to an Account.

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"Corporate Liability" means the Client is liable for all Transactions on an Account and such liability shall be as agreed to by the parties and reflected on the Bank's records and subject to this Agreement.

"Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize in connection with this Program under this Agreement.

"Credit Losses" means all amounts, including any related collection costs, due to the Bank in connection with any Account that the Bank has written off as uncollectible, excluding Fraud Losses.

"Cycle" means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Bank may specify.

"Fraud Losses" means all amounts due to the Bank in connection with any Account that the Bank has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised.

"International Transaction" means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

"MCC" means a Merchant Category Code as designated by Visa or MasterCard.

"Losses" means all Credit Losses and Fraud Losses.

"Marks" means the name, trade name, and all registered or unregistered service marks of the Client, the Association and the Bank.

"MasterCard" means MasterCard International, Inc.

"Program" means the commercial card system composed of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with the Contract Documents.

"Program Administrator" means an individual authorized by the Client to perform various administrative and security functions in connection with the Program and System.

"System" means the conduit through which the Client can access Account and Transaction data and reports.

"Transaction" means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account.

"Visa" means Visa U.S.A., Inc.

2. *Obligations of the Bank.* In connection with the Client's participation in the Program, the Bank shall:

A. Establish Accounts and where applicable issue Cards with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Any Cards and any Cardholder statements will be delivered to a U.S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Cards shall remain the property of the Bank.

B. The Bank may investigate the identity of the Client and any proposed or existing Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties.

C. Make available to the Client any corporate liability waiver coverage extended by Visa or MasterCard in connection with suspected employee misuse of an Account.

3. *Obligations of the Client.* In connection with the Program, the Client shall:

A. Initially request a minimum of ten (10) Accounts in connection with the Program by submitting a Card Request. From time to time the Client may submit to the Bank a Card Request form for additional cards. The Card Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Card Request as the Bank may require. All Card Requests shall be delivered to the Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card Request, the Client represents to the Bank that the information contained therein is consistent with the Client's own records concerning the listed Cardholder or entity. The Client represents that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts obtained by the Client from the prospective Cardholders in accordance with Section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The Client shall retain such applications (paper or electronic) for any Account when such application is not provided to the Bank, for a period of twenty-five (25) months after the application has been received and acted upon. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

B. Notify each Cardholder that the Accounts are to be used only for business purposes consistent with the Client's established policies.

C. Clearly disclose to each of its Cardholders the extent, if any, to which the Bank will provide Transaction and Account information to third parties.

D. Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its Cardholders, (ii) not exceed the Credit Limit or permit Cardholders to exceed the Account Credit Limits, and (iii) collect and destroy any Cards it no longer requires in connection with this Program.

E. Immediately notify the Bank of any Account for which the Client no longer has use.

F. Immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.

G. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.

H. Notify the Bank of any Transaction the Client disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Client. The Client will use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank will use commercially reasonable efforts to assist the Client in attempting to obtain reimbursement from the Merchant; provided, however, the Client understands that no chargebacks will be granted for Transactions resulting from Account usage where a Cardholder's name is not embossed on a Card or where there is no Card associated with such Account. The Client or Cardholder shall not be relieved of liability for any disputed Transaction if the chargeback is rejected. The Bank shall not be liable for any Transaction where notice of the disputed Transaction is received from the Client more than sixty (60) days after the last day of the Cycle during which such Transaction is charged to the Client. The Client shall not make a claim against the Bank or refuse to pay any amount because the Client or the person using the Card may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.

4. *Liabilities of the Client.*

A. Regardless of any established Credit Limits or Account Credit Limits, the Client agrees to pay and perform when due all of its obligations, including without limitation:

i) With respect to Corporate Liability Accounts, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement. The Client shall make payment as specified on Exhibit A for all Transactions posted to a Client Account as reflected on a periodic statement no later than the payment date (the "Payment Date"). If such Payment Date is a Saturday, Sunday, or Bank holiday, the payment shall be due on either the previous or the next business day as specified on the periodic statement. If all or any portion of a payment owed by the Client is not received by the Bank by the Payment Date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit A until payment in full of all such amounts.

B. The Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. The Client will be liable for all Transactions made on an Account prior to notification of such lost, stolen, misappropriated, improperly used or compromised Account. The Client will further be liable for Transactions after such notification has occurred if such Transactions result in a direct or indirect benefit to the Client or any Cardholder.

C. The Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. The Client waives any defenses based upon any

i) exercise, delay or waiver of any right, power, or remedy under any Cardholder Agreement,

ii) bankruptcy or similar proceedings, or any discharge, affecting a Cardholder, the Client, or others,

iii) modification of any Cardholder Agreement,

iv) settlement with or release of any Cardholder, and/or

v) action, inaction, or circumstance (with or without the Client's notice, knowledge, or consent) that varies the Client's risks or might otherwise legally or equitably constitute discharge of a surety or guarantor.

D. Payments under this Agreement shall be made in U.S. dollars drawn on a U.S. bank or a U.S. branch of a foreign bank.

E. If the Client elects to add Convenience Check capabilities to any Account, the Client will be liable for the amount of all Convenience Checks used in connection with such Account.

F. If the Client allows a Client Vendor to charge Transactions to an Account, the Client is solely responsible for instructing such Client Vendor in the handling and processing of Transactions. Client Vendors are for all purposes agents only of the Client and not of the Bank. No fee shall be payable by the Bank to any Client Vendor for performing any services.

The Bank may require the Client to deliver to the Bank authorization information for each Client Vendor including, but not limited to (a) the name and address of each authorized individual of the Client Vendor, and (b) such other information in such format as the Bank may in its sole discretion require.

The Client shall immediately notify the Bank upon revoking a Client Vendor's authority. Notwithstanding anything to the contrary in this Agreement, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement.

5. *Credit.*

A. The Bank, at its sole discretion, may authorize extensions of credit with respect to (i) each Account up to the Account Credit Limit, and (ii) all Accounts up to the Credit Limit. The Bank is entitled but not obligated to decline authorization of any Transaction that would result in any Credit Limit or Account Credit Limit being exceeded. Notwithstanding the foregoing, if the Client and/or the Cardholder exceed the Credit Limit and/or the

Account Credit Limit, the Client and/or Cardholder shall pay all amounts exceeding the Credit Limit and/or Account Credit Limit as applicable.

B. If not publicly available through the Securities and Exchange Commission, the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP, as soon as available and no later than 120 days after the end of each fiscal year. The Client shall provide such other current financial information as the Bank may request from time to time. If applicable, the Client will notify the Bank within five Business Days of any change in the Client's bond rating. The Bank shall be entitled to receive, and to rely upon, financial statements provided by the Client to Bank affiliates, whether for purposes of this Agreement or for other purposes.

C. The Bank at any time may cancel or suspend the right of Cardholders to use any Account or Accounts, or decline to establish any Account. The Bank may, at any time, increase or decrease any Account Credit Limit or the Credit Limit, modify the payment terms, or require the provision of collateral or additional collateral.

D. The Bank may from time to time require MCC authorization restrictions in connection with the Program.

E. Notwithstanding the foregoing, the Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder in violation of any limitation or prohibition imposed by applicable law.

6. *Programs and System Access.*

A. The Bank shall provide the Client with password-protected daily access to Account and Transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an initial Access Code to the Program Administrator. The Program Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.

B. The Client agrees to be bound by and follow the security procedures, terms and conditions that the Bank may communicate from time to time upon notice to the Client.

C. The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. The Client agrees that any access, Transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.

D. The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by oral or written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction. Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to: open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to security procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Program or the System.

E. In connection with use of the System, the Client may instruct the Bank to furnish specific Transaction data to third parties that provide reporting products or services to the Client. The Bank will transmit the Transaction data, without representation or warranty to such third parties identified in such instructions.

7. *Representations and Warranties.* Each party represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement (i) do not breach any agreement of such party with any third party, (ii) do not violate any law,

rule, or regulation, or any duty arising in law or equity applicable to it, (iii) are within its organizational powers, and (iv) have been authorized by all necessary organizational action of such party.

8. *Fees and Charges.* The Client agrees to pay the fees and charges as specified by the Bank, from time to time. The fees initially applicable are specified in Exhibit A attached hereto. The Bank may change the fees and charges payable by the Client at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit A, the Client agrees to pay the fees and charges associated with any such service.

9. *Incentives.* The Bank may pay the Client an annual incentive award. The incentive award schedule initially applicable is specified in Exhibit A. In no event shall the Bank pay the Client an incentive award for the year in which this Agreement is terminated.

10. *Term.* This Agreement shall have an initial term of three (3) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement may be successively renewed for up to two one-year terms upon the anniversary of the effective date at the City's sole discretion.

11. *Termination.*

A. This Agreement may be terminated by the Bank upon the Client's default after Client receives notice of such default and has failed to remedy said default within thirty (30) days of Client's receipt of said notice. The Bank may refuse to allow further Transactions or revoke any of the Accounts at any time and for any reason.

B. The Client may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason. The Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. The Bank will assign the Client all its rights concerning such amounts paid. In the event collection is initiated by the Bank, the Client shall be liable for payments of reasonable attorney's fees. Sections 2.B, 3.D, 3.F, 3.G, 3.H, 4, 5.A, 8, 11, 12, 13, 14, 16, 17.A, 17.C, 17.F, 17.G, 17.K, and 17.M shall survive the termination of this Agreement.

12. *Default.* As used herein, "Default" includes (i) the Client failing to remit any payment to the Bank as required by this Agreement; (ii) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, insolvency, or other similar proceedings, or making any assignment for the benefit of creditors; (iii) default by the Client under any material debt owed to any Bank related entity; (iv) any material adverse change in the business, operations or financial condition of the Client.

13. *Remedies and Damages.* Upon the event of a default either party may terminate this Agreement pursuant to Section 12, or the Bank may, at its sole option, suspend its services or obligations. In the event of termination, Bank reserves the right to declare all obligations of the Client hereunder immediately due and payable. In no event shall termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement.

14. *Limitation of Liability and Indemnification.* The Bank will be liable only for direct damages if it fails to exercise ordinary care. The Bank shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. The Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. This provision shall survive termination of this Agreement as to matters that occurred during its term.

15. *Notices.* All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the date actually received when delivered as provided herein. Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

To the Bank: JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Suite IL1-0199
Chicago, Illinois 60670-0199
Attn: Commercial Card Contracts Manager

To the Client: City of Fort Worth
Financial Systems Division
1000 Throckmorton Street
Fort Worth, Texas 76102
Attn: Procurement Card Administrator

16. *Confidentiality.* In accordance with the Texas Public Information Act of Texas Government Code Chapter 552 and except as expressly provided in this Agreement, all information furnished by either party in connection with this Agreement, the Program, or Transactions thereunder shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party. Notice under (d), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of State law, system requirements or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder confidential information with affiliates. The Bank may also disclose confidential information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank. The Bank may exchange credit or other information concerning the Client or Cardholders with credit reporting agencies and merchants (and, in the case of Cardholder information, with the Client), including but not limited to information concerning Transactions, payment history, reimbursements, and employment status and location. The Bank may in its sole discretion make an adverse report to credit reporting agencies if a Cardholder fails to pay or is delinquent in paying an Account.

17. *Miscellaneous.*

A. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with the Program and for no other purpose.

B. If any provision in this Agreement is held by any court of competent jurisdiction to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

C. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.

D. In the regular course of business, the Bank may monitor, record and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders.

E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. Neither party hereto shall assign, sublet or transfer its interest herein without the prior written consent of the other party, except that either party may assign, sublet, or transfer its interest herein to any affiliate upon written notice to the other.

F. The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control.

G. The Contract Documents embody the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter hereof. In case of a conflict of terms in the Contract Documents, the order of precedence shall be this Agreement, Addendum No. 1, the Bank's proposal, and then the RFP. All representations and warranties of the parties contained in this Agreement shall survive the execution of this Agreement and consummation of the Transactions contemplated hereunder.

H. This Agreement may be amended only a by a writing signed by the parties. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.

I. To the extent that the Client would have or be able to claim sovereign immunity in any action, claim suit or proceeding brought by the Bank, the Client waives its sovereign immunity to suit for the purpose of adjudicating a claim for breach of this Agreement only, subject to the terms and conditions of Subchapter I – Adjudication of Claims Arising Under Written Contracts with Local Governmental Entities, Chapter 271, Texas Local Government Code.

J. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement, as a whole and not to any particular provision of this Agreement.

K. *International Transactions and Fees*. If an International Transaction is made in a currency other than U.S. dollars, the Association will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Account was used. The Bank reserves the right to charge an International Transaction Fee, as specified in Exhibit A. The International Transaction Fee will be calculated on the U.S. dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.

L. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.

M. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

BANK

JPMORGAN CHASE BANK, N.A.

By Clare T. Trauth

Name CLARE T. TRAUTH
VICE PRESIDENT

Title

CLIENT

CITY OF FORT WORTH

Karen L. Montgomery 9/10/07
Karen L. Montgomery
Assistant City Manager/CFO

Recommended By:

Lena H. Ellis
Finance Director

Approved as to Form and Legality:

Amy J. Ramsey
Assistant City Attorney

ATTEST:

Marty Hendrix
City Secretary

Authorization: C-22246 7/17/07

Date: September 11, 2007

EXHIBIT A
CITY OF FORT WORTH
INCENTIVES & FEES

DEFINITIONS

"Association**"** means either MasterCard or Visa.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Average Transaction Size" means Charge Volume divided by the total number of transactions included in the calculation of Charge Volume for any given period.

"Purchasing Card Charge Volume" means total U.S. dollar charges made on a Purchasing Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"ExacTrac Charge Volume" means total U.S. dollar charges made on a virtual single use account used in connection with the ExacTrac System, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Gross Charge Volume" means Purchasing Card Charge Volume plus ExacTrac Charge Volume, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Speed of Payment" means the number of calendar days after a billing cycle until the date full payment of the cycle end balance is posted by the Bank.

REBATES

Volume Rebate

Bank will pay the Client a rebate based on the annual Gross Charge Volume achieved according to the following schedule. The Purchasing Card rebate will be calculated as the Rebate Rate times the annual Purchasing Card Charge Volume.

Qualified Charge Volume	Rebate Rate
$10,000,000	1.22%
$12,500,000	1.30%
$15,000,000	1.35%
$20,000,000	1.41%
$25,000,000	1.46%
$30,000,000	1.48%
$35,000,000	1.50%
$40,000,000	1.53%
$45,000,000	1.55%
$50,000,000	1.56%

ExacTrac Volume Rebate Adjustment

The ExacTrac rebate will be calculated as the Rebate Rate as determined above minus 0.15% times the annual ExacTrac Charge Volume.

Speed of Payment Escalator

The Bank will pay Client an additional rebate based on its average Speed of Payment throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, a speed-to-pay escalator of 0.01% per full day of early payment will be earned.

Large Ticket Rebate

Bank will pay the Client an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume.

Average Large Ticket Transaction Size	Rebate Rate
$7,500	0.60%
$10,000	0.55%
$15,000	0.50%
$20,000	0.45%
$25,000	0.40%
>$25,000	0.35%

Rebate Computation

The following is for illustrative purposes only and, therefore, the numbers provided in the example below do not constitute a commitment by the Bank. This is an example of a rebate computed at 7 days based on the following criteria:

$13,000,000 regular transactions and $2,000,000 for large ticket transactions:

7 Day

Description	Percentage	Dollars
Regular Transactions	1.30%	$169,000
Large Ticket Transactions	0.40%	$8,000
Total Rebate		$177,000

General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Losses, subject to Section 4B of the Agreement. If Losses exceed the rebate earned for any calendar year, Bank will invoice the Client for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the prior six-month period. Rebate payments will be made in the first quarter for the previous calendar year via Automated Clearing House ("ACH") credit to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 7 & 7.
c. The Client is not in Default under the Agreement.
d. Account(s) must be current at the time of rebate calculation and payment.

FEES (Purchasing Card)

Technology Fees

PaymentNet and/or SDOL: Custom Reporting/Mapper Programming/Post-loader: $250 per hour (4 hour minimum)

PathwayNet Set up:
First 6 sites: No Charge
Additional sites: $150 per site

Training
At JPMorganChase site: No Charge; client T&E not included
Via Telephone: No Charge
At Client site:
Initial Training: Four Days Training of up to 90 users at no charge to the Client
Additional Training: $950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee: No Charge

Past Due Fees

Late fee: Prime + 2% applied to average daily which is calculated as follows:

(Past due balance + any new spend) / Number of days in cycle.

Will be charged on the cycle date.

Delinquency fee: No Charge

Account Fees

Annual Card Fees: No Charge

Special Purpose Cards (b2B): No Charge

Basic Plastic: No Charge

Logo Plastics: No Charge

Custom Plastics: At cost; based on complexity of design subject to a 1,000 card minimum

Document retrieval fee: $8 per document (undisputed charges)

Statement Duplication: $5 - $8 per statement; $0 through PaymentNet

ACH return item: No Charge

Return Check Fee: $15 per return

Rush Card: No Charge

Standard Card Replacement: No Charge

Card Reinstatement: No Charge

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee: No Charge

Optional Services

Cash Advance: 2.0% ($3.00 minimum)

Convenience Checks: $1 per posted check + 0.5% of check value

Rejected Convenience Check: No Charge

Convenience Check Stop Payment: No Charge

Other

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

FEES (ExacTrac Program)

Technology Fees

PaymentNet and/or SDOL: Custom Reporting/Mapper Programming/Post-loader: $250 per hour (4 hour minimum)

EDI Set up/Transmission: Pass-through on all set up and development costs

Training

At JPMorganChase site: No Charge; client T&E not included

At Client site:

Initial Training: No Charge

Additional Training: $950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee: No Charge

Past Due Fees

Late fee: Central Bill: 1% of unpaid balance at cycle + 15 days; charged on cycle date

Delinquency fee: 2.5% of the full amount past due at cycle + 15 days and each cycle thereafter; charged on cycle date

Account Fees

Document retrieval fee: first 3 copy requests are free, then $5 per copy request (undisputed charges)

Statement Duplication: $5 per statement; $0 through PaymentNet

ACH return item: $20 per return

Return Check Fee: $15 per return

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee: No Charge

Miscellaneous Fees: Pass-through charges for other specialized services (case-by-case fees)

Optional Services

FTP:

Daily: $500/month
Weekly: $250/month
Bi-weekly: $125/month
Monthly: $75/month

Cash Advance: 2.5% ($2.50 minimum and $30 maximum)

Convenience Checks: 1.5% - 3% of check amount ($1.50/check minimum, $50 check maximum); $1 per check fee for keying of payee name

Rejected Convenience Check: $29 per check

Convenience Check Stop Payment: No Charge

Other

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

advertisement and setting date for IFB Pharmaceuticals for Williamson County Regional Animal Shelter

Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 7, 2011 at 2:00PM in the Purchasing Department to receive bids for Pharmaceuticals for the Williamson County Regional Animal Shelter.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Bid Package Pharma WRAS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Kerstin Hancock	05/12/2011 09:55 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/12/2011 11:49 AM	APRV

Form Started By: Kerstin Hancock — Started On: 05/11/2011 12:53 PM

Final Approval Date: 05/12/2011

WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

http://www.wilcogov.org/purchasing

INVITATION FOR BIDS

PHARMACEUTICALS AND SUPPLIES FOR WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

BID NUMBER: 11WCA059

BIDS MUST BE RECEIVED ON OR BEFORE: June 7, 2011 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: June 7, 2011 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Purchasing Department **on or before 1:30pm on Tuesday, June 7, 2011**. **Bids will be publicly opened at 2:00 pm or soon thereafter** in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Brenda Fuller, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.*

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: TRIPLICATE: Bids are to be submitted in triplicate (1 original complete bid set and 1 copy of the bid set; 1 CD with bid set). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

SEALED: All bids must be returned in a sealed envelope. Bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the envelope. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

LEGIBLITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids should be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may disqualify the bid. Bids cannot be altered or amended after submission deadline.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

a) have adequate financial resources, or the ability to obtain such resources as required;
b) be able to comply with the required or proposed delivery schedule;
c) have a satisfactory record of performance;
d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. A primary, secondary, and/or tertiary award **may** be made for this bid. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a bidder's principal business location in determining the overall lowest and best bid.

Option 2 – TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

CONTRACT: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Under this contract, Cheryl Schneider, Animal Shelter Director, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through June 30, 2012.
Possible extensions include:

July 1, 2012 through June 30, 2013
July 1, 2013 through June 30, 2014

CONTRACT EXTENSIONS: At the end of the contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-eight (38) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, June 1, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,
http://wilco-online.org/ebids/bids.aspx
If you do not have access to email or internet please call the Purchasing contact below.

PURCHASING CONTACT:
Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1607
brendafuller@wilcpo.org

TECHNICAL CONTACT:
Cheryl Schneider
1855 SE Inner Loop
Georgetown, TX 78626
(512) 943-3597
cschneider@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid

opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the initial contract period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

(1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
(2) County contract, Purchase Order, and/or delivery order number
(3) Identification of items or service as outlined in the contract
(4) Quantity or quantities, applicable unit prices, total prices, and total amount
(5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKERS' COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

BID SPECIFICATIONS

Transportation charges are to be included in the unit price, unless otherwise specified.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand, identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a catalog or fact sheet (with pictures preferred). Generics are acceptable provided they are equal to the brand requested.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

The County reserves the right to award the bid per item, per group, or a combination of the two.

The County reserves the right to award a primary, secondary, and/or tertiary vendor.

The County will be reviewing any available shelter discount programs offered by pharmaceutical manufacturers.

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER:

Shipping Address:	Williamson County Regional Animal Shelter Attn: Cheryl Schneider 1855 SE Inner Loop Georgetown, TX 78626	
Billing Address:	Williamson County Regional Animal Shelter Attn: Cheryl Schneider 1855 SE Inner Loop Georgetown, TX 78626	
Point Of Contact:	Cheryl Schneider	(512) 943-3597

State delivery time after receipt of purchase order_____.

For exceptions to stated delivery time, list any products and their delivery time:

_____
_____
_____
_____
_____

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

In the event the primary vendor cannot supply the order in the specified time, the County will move to the secondary vendor for the order. If the secondary vendor cannot supply the order in the specified time, the County will move to the tertiary vendor.

WILLIAMSON COUNTY BID FORM

PHARMACEUTICALS AND SUPPLIES FOR WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

BID NUMBER: 11WCA059

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip:_____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

SEE ATTACHED BID SHEETS (PAGES 1 – 5).

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

_____ Date of Bid: _____

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

RETURN PAGES BEGINNING WITH PAGE 4 THROUGH PAGE 8 WITH YOUR BID PACKAGE AND ALL REQUIRED INFORMATION

BID SPECIFICATIONS

PRODUCT DESCRIPTION	DOSE	UOM	BRAND OR GENERIC WITH PRODUCT #	QUANTITY 12 mo est.	UNIT PRICE	EXTENTED COST PER EACH/BOX/CASE
Pharmaceuticals						
Acepromazine injectable 50cc	10 mg/ml	50 ml bottle		3		
Albon	5%	473ml		4		
Amoxicillin Suspension	50mg/ml	30ml		48		
Atropine Injectable SA 100cc	1/120 grain	100 ml bottle		12		
Artificial Tears ointment	3.5 gm	tube		6		
Bupivicaine .5%		50 ml bottle		2		
Butorphic	10mg/ml	20ml		12		
Cephalexin capsules	250mg	500 btl		12		
Cephalexin capsules	500mg	500 btl		24		
Chlorpheniramine Tab	4mg	1000 btl		6		
Cipro (ciprofloxacin)	250mg	100 tab		6		
Cipro (ciprofloxacin)	500mg	100 tab		6		
Ciprofloxacin ophthalmic solution	.3%	5 ml		12		
Clavamox suspension		14 ml btl		2		
Clavamox Tab	62.5mg			12		
Clavamox Tab	250mg			6		
Clavamox Tab	375mg			6		
Clindamycin oral PVL		20 ml		6		
Cough Tabs		1000/ct		6		
Depomedrol	20mg	10ml		3		
Dexamethasone	2 mg/ml	100 ml bottle		2		
Doxycycline tablets	100mg	500 btl		24		
Doxycycline capsules	100mg	500 btl		12		
Diazepam	5 mg/ml	10 ml vial/bx 10		6		
Diphenhydramine (Benadryl)	50mg/ml	1000		4		
Dopram (Doxapram) Inj	20 mg/ml	20 ml		2		
Epinephrine	1/1000	30 ml bottle		1		
Erythromycin	1TB 2xdaily	500 mg btl		3		
Erythromycin Opthalmic ointment	.5%	3.5 gram		10		
Famotidine capsules	10mg			2		
Fluconazole tablets	100 mg	30		3		
Fluconazole tablets	200 mg	30		3		
Furosemide	50 mg/ml	100 ml bottle		1		
Gentamycin Drops Opthalmic	.3%	15ml		24		
Heparin	1,000 uts/ml	30 ml bottle		2		
Isofluorane		250 ml bottle		30		
Ivermectin oral	10 mg/ml	200 ml bottle		1		
Ivermectin Inj	1%	500ml		6		
Ketamine	100mg/ml	10 ml		170		
Ketaprophen	100mg/ml	50ml		6		
Lidocaine 2%		100ml		3		
Lincomed Inj	100mg/ml	100 ml		2		
Marcaine				1		
Metacam injectable	5mg/ml	10 ml		2		
Metacam oral	1.5mg/ml	32ml		2		
Metoclopramide injectable	5 mg/ml	30 ml		1		
Metronidazole	250 mg	500 tablets		1		
Metronidazole	500 mg	500 tablets		1		
Otomax				3		
Panacure suspension	10%	1000ml		5		
Panolog ointment		240 ml		1		

PRODUCT DESCRIPTION	DOSE	UOM	BRAND OR GENERIC WITH PRODUCT #	QUANTITY 12 mo est.	UNIT PRICE	EXTENTED COST PER EACH/BOX/CASE
Penicillin G penject		250ml		3		
Prednisone	20mg	100tab		6		
Pyrantel Pamoate		gallon		6		
Povidine iodine solution		gallon		1		
Quadritrop Ointment		240 ml		6		
Reglan INJ		30ml		3		
Ringers solution/Dextrose		500ml bag		3		
Ringers solution		500ml bag		3		
Rimadyl or generic	25 mg	60 count		1		
Rimadyl or generic	75 mg	60 count		2		
Rimadyl or generic	100 mg	60 count		3		
Propylene glycol USP	99%	gallon		2		
Rutin Powder				2		
Rutin tabs	500mg			24		
Terramycin Opthalmic Ointment		1/8 oz		4		
Torbugesic inj	10 mg/ml	10 ml		10		
Tramadol Inj	50mg/ml	1ml		3		
Tramadol tablets	50mg	500		6		
Valerian Root tabs				24		
Vetalog Parenteral	2mg/ml	25 ml		2		
Vibramycin drops				24		
Vitamin B complex, Inj				2		
Yohimbine (Yobine)	2mg/ml	20ml		6		
Xylazine, 100mg/ml	100mg	50 ml btl		24		
Xylazine, 20mg/ml	20mg	20 ml btl		1		
VACCIINES						
Bordetella Intranasal		25 dose		120		
DA2PP		25 dose		120		
FVRCP		25 dose		120		
Rabies 3yr		50 dose		60		
TESTS						
Canine Heartworm IDEX Snap tests		25 box		120		
Canine Parvo Snap tests		5 box		12		
FELV Snap Tests		30 box		50		
Fecatect or ova-sol fecal float solution		gallon		3		

TOTAL $ _____

ATTACHMENT A



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

Notarized:

Sworn and subscribed before me by:_____ **on** _____**.** **(date)**

Williamson County
Inner Loop Annex

Address:

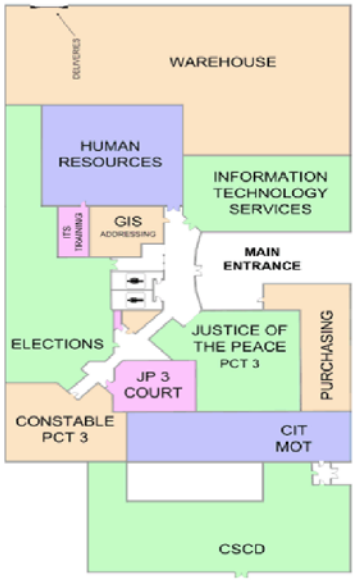
301 SE Inner Loop
Georgetown, TX 78626

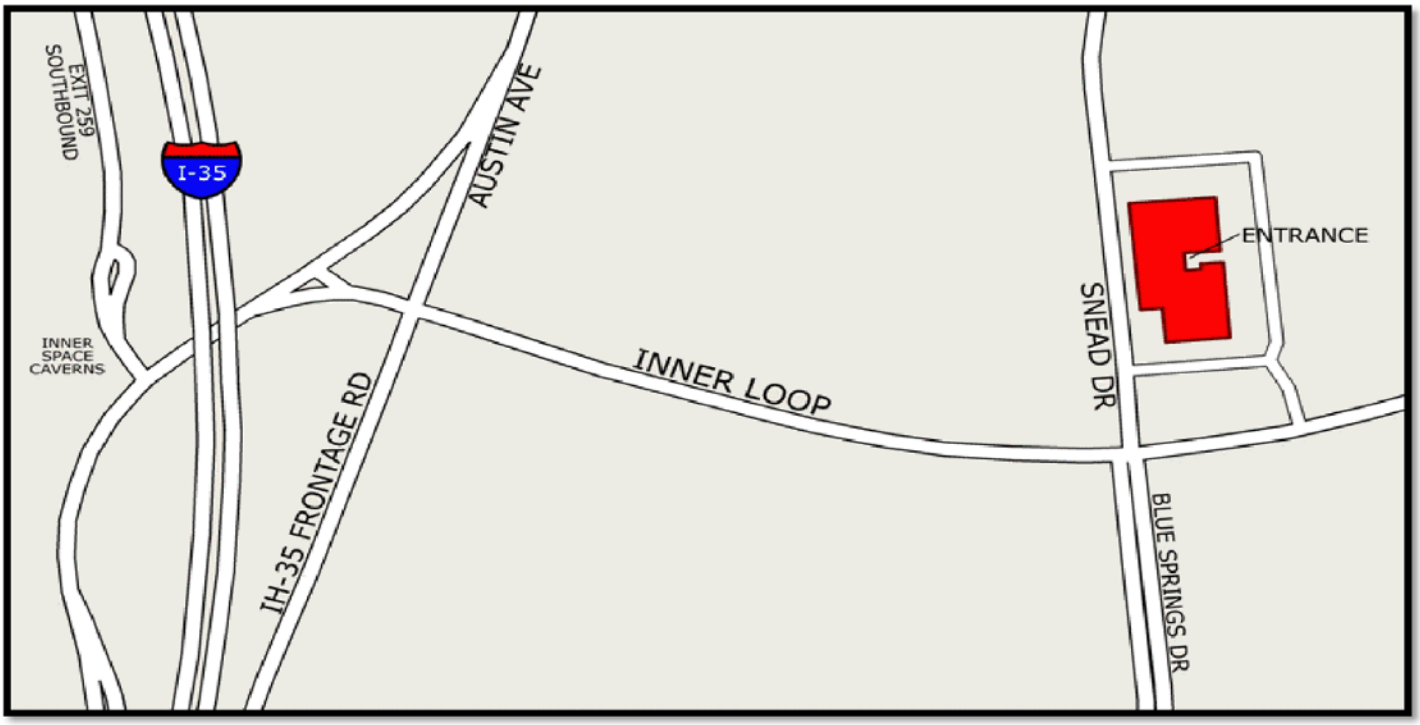
Directions:

From South (Austin, Round Rock)
Take IH-35 Northbound
Exit 259
Stay on frontage road for approximately 2 miles
At stop sign, go right on Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left
Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)
Take IH-35 Southbound
Exit 259
At stop sign, go left under the overpass
At stop stay straight onto Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left
Main entrance is on the side of the building by the flagpoles

INNER LOOP ANNEX FLOOR PLAN





Award Bank Depository Contract For Williamson County Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for Bank Depository Contract to the best proposal meeting specifications - Union State Bank.

Background

After evaluation Union State Bank was selected by the Treasurer's Office as the poposer that best meets the needs of Williamson County. The following criteria was considered and evaluated:
Bank's Financial Position, Securities, Net Rate Return, Service Requirements, Cost, Charge for Phone Inquiries, Past Business Relationship and Scanner Charges.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Evaluation Bank Depository

Link: Fee Comparison Bank Depository

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/11/2011 03:00 PM	APRV
4	Purchasing (Originator)	Bob Space	05/12/2011 10:38 AM	APRV

Form Started By: Kerstin Hancock — Started On: 05/11/2011 12:58 PM

Final Approval Date: 05/12/2011

WILLIAMSON COUNTY PROPOSAL TABULATION
BANK DEPOSITORY CONTRACT FOR
WILLIAMSON COUNTY

PROPOSAL NUMBER: 11WCP1005

Recommended Award: Union State Bank

Bank Depository/Sub-Depository

Criterion	Bank of America	Union State Bank	Chase	Frost Bank	Wells Fargo	First State Bank Central Texas
Bank's financial position	10	10	10	10	10	10
Securities	10	10	10	10	10	10
Net rate return	7	10	0*	9	8	6
Service requirem.	10	10	10	10	10	10
Cost	6	10	5	8	9	7
Charge for phone inquiries	10	10	10	10	0**	10
Past Business Relationship	2***	10	10	0****	1*****	8******
Scanner charges*******	5 ($5600 +maint)	10 (no charge)	6 ($2000)	8 ($1200)	7($1500 yr 1; $1700 following yrs)	9 ($650)
Total points	**59**	**80**	**61**	**65**	**55**	**70**

*quoted non-interested bearing .50% - instead of interest bearing
**charge for phone inquiries
*** no immediate funds release
****no past experience
***** no immediate funds release; insufficient number of support staff
******insufficient number of support staff
*******Scanner charges have been based on projected yearly cost of 2 scanners

Depository Bank Proposals

Bank	Rate calculated on required balance	monthly fees
BANK OF AMERICA	18,851,250.84	7,644.36
JP MORGAN CHASE	21,407,247.33	8,797.54
FROST BANK	13,601,005.00	4,505.10
FIRST STATE BANK OF CENTRAL TEXAS	18,782,400.00	7,043.40
UNION STATE BANK	19,108,967.00	3,464.17
WELLS FARGO	18,000,000.00	4,476.54*

*additional setup fee of $1,550.00

CCA ICE Budget Amendment 05-17-2011
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Sheriff's Office:

Background

To recognize the additional revenue for FY11, per the modification of the T. Don Hutto/CCA contract.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370515	TDH Monitoring Fees	$18,000.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/10/2011 10:15 AM
Final Approval Date: 05/11/2011

CCA ICE Budget Amendment 05-17-2011
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of funds for the Sheriff's Office:

Background

To recognize the additional expenditures for FY11, per the modification of the T. Don Hutto/CCA contract.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001110	Overtime	$14,536.80	01
	0100.0560.002010	FICA	$1,377.00	02
	0100.0560.002020	Retirement	$2,086.20	03

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/10/2011 10:19 AM
Final Approval Date: 05/11/2011

Road Bond
Commissioners Court - Regular Session

Date:	05/17/2011
Submitted By:	Charlie Crossfield, Road Bond
Submitted For:	Charlie Crossfield
Department:	Road Bond
Agenda Category:	Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

e) Discuss proposed acquisition of property for proposed SH 29.

f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

i) Discuss proposed Northwoods Road District.

j) Discuss conveyance of University Boulevard right-of-way.

k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

l) Discuss proposed realignment project along FM 1660.

m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.

n) Discuss proposed acquisition of property for right-of-way along Chandler III A.

o) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29

p) Discuss proposed realignment project along CR 245.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 05/11/2011 12:39 PM
Final Approval Date: 05/12/2011	

Redistricting Work Session
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Recess until 1:00 P.M.
Discuss and consider redistricting maps and boundary changes for commissioners, constables, and justices of the peace precincts in Williamson County per the 2010 census.

Background

Richard Semple will provide hand outs for the court and conduct the work session.
Also, a representative from Beirne, Maynard & Parson's LLP, will be on hand to address questions.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Proposed Precinct Changes

Link: Proposed Precincts

Form Routing/Status

Form Started By: Mary Clark Started On: 05/11/2011 03:49 PM

Final Approval Date: 05/12/2011

PCT 3

PCT 2

PCT 4

PCT 1

Legend

River

Water Body

County Boundary

Street

Existing Precincts

1

2

3

4

Proposed Precinct Boundary

Changes to existing precincts is shown with hatched lines

Proposed Changes to Commissioner, JP & Constable Precincts

Williamson County, Texas

DRAFT

0 1 2 3 4 5 Kilometers

0 1 2 3 4 5 Miles

DISCLAIMER - PLEASE READ:
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WILLIAMSON COUNTY 1848

Williamson County Location Map

MAP DATE: May 8, 2011
MAP AUTHOR:
GIS Staff
MAP CONTACT:
GIS Staff
Williamson County
301 SE Inner Loop Suite 107
Georgetown, TX 78626
Phone: 512-943-1489
Fax: 512-943-1488
gis@wilco.org

PCT 2

PCT 3

PCT 4

PCT 1

Legend

- River
- Water Body
- County Boundary
- Street

Existing Precincts

- 1
- 2
- 3
- 4
- Proposed Precinct Boundary

Proposed Commissioner, JP & Constable Precincts

Williamson County, Texas

DRAFT

0 1 2 3 4 5 Kilometers

0 1 2 3 4 5 Miles

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