

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 7TH, 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 – 9)

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0454-004192	Autopsy Transport	\$5,700	
To	0100-0454-004190	Autopsies	\$5,700	

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

Fiscal Impact

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

From	0100.0402.003010	Computer Equipment < \$5,000	350	
To	0100.0402.003011	Computer Software < \$5,000	350	

7. Consider approving the Treasurer's Report on the Williamson County Finances for April 2011.
8. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.
9. Discuss and take appropriate action on approving the revised final plat of Lorie Anna Estates, Pct. 3.

REGULAR AGENDA

10. Presentation on Highway 195 by Bell County Commissioners Court, Lieutenant General Donald M. Campbell Jr. Corp Commander at Fort Hood and Greater Killeen Chamber of Commerce.
11. Discuss and take appropriate action on road bond program.
12. Consider approving Change Order No. 4 in the amount of \$41,558.79 for Chandler Road Phase 3B, a Road Bond Project in Precinct Four.
13. Consider and take appropriate action regarding park rules for the Quarry Splash Pad in the Southwest Regional Park
14. Consider and take appropriate action regarding change fund for the Quarry Splash Pad in the Southwest Regional Park.
15. Discuss and take appropriate action regarding 4/1/2011 thru 9/30/2011 employer contribution invoices for The Williamson Museum.
16. Discuss and take appropriate action on the First Amendment to the Interlocal Agreement with Williamson County MUD # 10 for law enforcement services.
17. Consider approving lodging reimbursement for Court at Law No. 3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-428-4232	Training, Conf., Seminars	195.52	

18. Discuss and take appropriate action on Tobacco Account budget.

19. The Federal Disaster Mitigation Act of 2000 and the Federal Emergency Management Agency (FEMA) require communities to develop and adopt hazard mitigation action plans (HMAP) to be eligible for the full-range of both pre and post-disaster hazard mitigation funding through the federal government. Williamson County as a plan participant passed a resolution adopting the Texas Colorado River Floodplain Coalition regional HMAP on May 17, 2011. Changes to the plan, not involving Williamson County, were submitted and approved by FEMA which requires a subsequent approval by Commissioner's Court.
20. Discuss and consider adopting a Fireworks Ban Order prohibiting the sale or use of restricted fireworks ("skyrockets with sticks" and "missiles with fins") in the unincorporated areas of Williamson County pursuant to Section 352.051 of the Texas Local Government Code, as well as discuss and consider any additional measures that may be taken to restrict the sale or use of all other types of fireworks in Williamson County should current drought conditions continue or worsen.
21. Consider authorizing advertising and setting date of June 27, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL SERVICES, 2006 ROAD BOND PROGRAM, RFQ# 11WCRFQ1005.
22. Consider declaring an emergency and approving a budget amendment to acknowledge addition expenditures for JP#4

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0454-004190	JP#4 / Autopsies	\$70,200	

23. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for County Attorney Title IV-E Child Welfare Legal Services:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370504	Title IV-E Reimbursements	\$23,000.00	01

24. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of County Attorney Title IV-E Child Welfare Legal Services funds:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.003312	Justice Benefits	\$23,000.00	01

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

Fiscal Impact

--	--	--	--	--

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$3,300.00	01

26. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$3,300.00	01

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)."

27. 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) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
 - i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;

- j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
- k) Employment related matters.
- l) Other confidential attorney-client matters, including contracts.

28. 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) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
- i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
- j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
- k) Employment related matters.
- l) Other confidential attorney-client matters, including contracts.

29. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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: 06/07/2011
 Submitted By: Ashlie Koenig, County Judge
 Department: County Judge
 Agenda Category: Consent

Information

Agenda Item

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

Background

The number of autopsies has far exceeded dollars available. Since we have more money in our autopsy transportation line item, we are moving that money to the autopsy line item.

Save Changes

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0454-004192	Autopsy Transport	\$5,700	
To	0100-0454-004190	Autopsies	\$5,700	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 05/27/2011 02:15 PM
 Final Approval Date: 05/31/2011

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

Date: 06/07/2011
Submitted By: Sally Goetz, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Human Resources

Background

Need to purchase Office Pro Plus 2010 software to upgrade SR HR Director's Laptop PC. Current version incompatible with MS Office 2007 data files.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.003010	Computer Equipment < \$5,000	350	
To	0100.0402.003011	Computer Software < \$5,000	350	

Attachments

Link: [Office Pro Plus 2010 Software](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/01/2011 02:19 PM	APRV
4	Budget	Ashlie Koenig	06/02/2011 10:54 AM	APRV

Form Started By: Sally Goetz
 Started On: 06/01/2011 07:44 AM
 Final Approval Date: 06/02/2011



Quotation

Quote Number: CXW11011021
Quote Expires: Jan 31, 2011

Celeste Williams
 Inside Account Manager
 850 Asbury Dr.
 Buffalo Grove, IL 60089
 P: (847) 465-3700
 F: (866) 549-8212
 Celeste_Williams@Dell.com

Customer: TX-L WILLIAMSON COUNTY
Contact: Tammy McCulley
Customer # : 317840
Phone: (512) 943-1455
Fax:
E-mail: tmcculley@wilco.org
Date of Issue: Jan 10, 2011

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

State Contract: DIR-SDD-1014

Product Description	NOTES	Part #	Mfg #	Quantity	Unit Price	Ext. Price
OFFICE PRO PLUS 2010 32-BIT/64-BIT ENGLISH DVD MEDIA ONLY		2571812	79P-03324	1	\$21.58	\$21.58
VLA OFFICE PRO PLUS 2010		2571019	79P-03586	1	\$318.96	\$318.96

Notes:
 MICROSOFT KEY CODES- CONTACT MICROSOFT 888-352-7140

Product Sub Total	\$340.54
Grand Total	\$340.54 USD

Quote Prepared By: Celeste Williams

- Customer's purchase is subject to the terms and conditions of the above referenced contract.
- Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers. If you have a questions re: your tax status, please contact your inside sales representative listed above.
- Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.
- All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.
- Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Treasurers Report on County Finances April 2011 Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for April 2011.

Background

Fiscal Impact

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

Attachments

Link: [April 2011 Treasurers Report](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 05/27/2011 02:13 PM
Final Approval Date: 05/31/2011

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
APRIL TERM 2011

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2011, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **APRIL 2011**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as **\$394,785,381.24.**

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2011.

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

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance April 30, 2011
GENERAL FUND	\$ 16,999,300.00
TOBACCO FUNDS	\$ 3,200,000.00
CO RECORDS ARCHIVE	\$ 1,300,000.00
DEBT SERVICE	\$ 7,500,000.00
ROAD & BRIDGE	\$ 6,000,000.00
CAPITAL PROJECTS FUND	\$ 55,944,118.05
TOTAL	\$ 90,943,418.05

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

ACCOUNT NAME	TEXPOOL BALANCE 4/30/2011	TEXPOOL PRIME BALANCE 4/30/2011	TEXSTAR BALANCE 4/30/2011	GRAND TOTAL
COURTHOUSE SECURITY	77,615.43			77,615.43
COUNTY RMP	847,250.94			847,250.94
GENERAL FUND	37,851.11	58,250,210.68		58,288,061.79
LIBRARY FUND	604,596.06			604,596.06
COURT REPORTER SVC	685,676.90			685,676.90
TOBACCO FUNDS	8,403.06	562,216.88		570,619.94
KARST	1,654,140.38			1,654,140.38
CO RECORD ARCHIVE	406,580.07			406,580.07
TCEQ AIR CHECK GRANT	1,144,234.25			1,144,234.25
TCEQ LIP	144,470.20			144,470.20
ROAD AND BRIDGE	24,444.21	11,142,379.99		11,166,824.20
TOTAL CO'S & BOND	16,402,940.18	141,946,691.57	1,915,642.00	160,265,273.75
DEBT SERVICE	484,629.68	24,538,372.96		25,023,002.64
BENEFITS	13,145.72	175,452.13		188,597.85
2008 TAN	97,283.70	4,553,675.18		4,650,958.88
*RESTRICTED FUNDS	1,650,613.55			1,650,613.55
TOTALS	\$ 24,283,875.44	\$ 241,168,999.39	\$ 1,915,642.00	\$ 267,368,516.83

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

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation April 30, 2011	
GENERAL FUND	\$	34,751,510.61
PAYROLL	\$	1,107,662.38
CSCD TREASURER	\$	614,273.37
<hr/>		
TOTAL	\$	36,473,446.36

Bank Statement Reconciliation Report
Ending April 30, 2011
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$	36,060,532.17
ADD:		
OUTSTANDING DEPOSITS	\$	684.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(1,309,705.56)
 RECONCILED BANK BALANCE	\$	<u>34,751,510.61</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	34,736,078.78
ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL MAY 2011	\$	4,439.18
 SUBTRACT:		
INSUFFICIENT FUNDS CHECKS	\$	(500.00)
 BANK INTEREST 0.360%	\$	11,492.65
 RECONCILED BOOK BALANCE	\$	<u>34,751,510.61</u>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 \$	 <u>0.00</u>

NOTES:

Bank Statement Reconciliation Report
Ending April 30, 2011
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,143,229.10
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(2,557.04)
ESCROW OUTSTANDING CHECKS	\$	(33,009.68)
ADJUSTMENTS:		
	\$	0.00

RECONCILED BANK BALANCE	\$	<u>1,107,662.38</u>
--------------------------------	-----------	----------------------------

BOOK BALANCE	\$	1,107,662.38
ADD:		
OUTSTANDING DEPOSITS	\$	0.00

BANK INTEREST EARNED \$544.04 at 0.360%
(Payroll interest is *NOT* considered revenue by the Auditors.)

ADJUSTMENTS:	
OUTSTANDING DEPOSIT	\$

RECONCILED BOOK BALANCE	\$	<u>1,107,662.38</u>
--------------------------------	-----------	----------------------------

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

NOTES:

Bank Statement Reconciliation Report
Ending April 30, 2011
CSCD ACCOUNT

BALANCE PER BANK	\$	643,926.18
------------------	----	------------

ADD:		
OUTSTANDING DEPOSITS	\$	0.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(29,652.81)

RECONCILED BANK BALANCE	\$	<u>614,273.37</u>
--------------------------------	-----------	--------------------------

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	614,053.06
---	----	------------

ADD:		
OUTSTANDING DEPOSIT	\$	0.00

SUBTRACT:		
	\$	0.00

BANK INTEREST 0.360%	\$	220.31
----------------------	----	--------

RECONCILED BOOK BALANCE	\$	<u>614,273.37</u>
--------------------------------	-----------	--------------------------

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

NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL April 2011
TOTAL TAXES	\$ 1,053,445.42
TOTAL FEES OF OFFICE	\$ 567,004.86
TOTAL FINES AND FORFEITURES	\$ 342,212.80
TOTAL CHARGES FOR SERVICES	\$ 896,910.33
TOTAL INTERGOVERNMENTAL	\$ 49,759.80
TOTAL INVESTMENT INCOME/OTHER	\$ 47,773.20
<hr/>	
TOTAL REVENUES	\$ 2,957,106.41

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL April 2011	
TOTAL GENERAL GOVERNMENT	\$	419,537.32
TOTAL PUBLIC SAFETY	\$	3,003,944.51
TOTAL JUDICIAL	\$	903,154.80
TOTAL COMMUNITY SERVICES	\$	1,045,231.30
<hr/>		
TOTAL EXPENDITURES	\$	5,371,867.93

Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 06/07/2011
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: 05/31/2011 04:42 PM
Final Approval Date: 06/01/2011

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	BROTHER ML 300 DISPLAY TYPEWRITER	M4E057318		Non-Working
1	HON CHAIR 7901 AG	MZH6GY		Working
1	HON CHAIR 7901 HH	QNY58		Working
1	HON CHAIR 7901 AG	C426AH		Non-Working

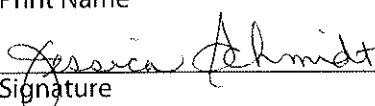
Parties involved:**FROM** (Transferor Department): JP 4
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

JESSICA SCHMIDT

JESSICA SCHMIDT

Print Name

Print Name



+1 (512) 352-4159

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

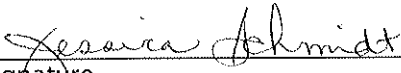
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Dimension 4600 Computer	9J3VG41	C0090	Working
1	Dell Dimension 4600 Computer	FJ3VG41	C00393	Working
1	Dell Dimension 4600 Computer	4K3VG41	C00115	Working
1	Dell Dimension V350	01G89	C01431	Working

Parties involved:**FROM** (Transferor Department): JP 4
**Transferor - Elected Official/Department Head/
Authorized Staff:**

JESSICA SCHMIDT

Print Name


 Signature
Contact Person:

JESSICA SCHMIDT

Print Name

+1 (512) 352-4159

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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 Dimension 4550	GOWQW21	C00621	Non-Working
1	Dell Dimension 4600	HK3VG41		Non-Working
1	Dell Dimension 4600	1L3VG41	C00385	Non-Working
1	Dell Dimension 4400	43WLG11		Non-Working
1	Dell Dimension 4600	HJ3VG41	C00391	Non-Working

Parties involved:

FROM (Transferor Department): JP 4

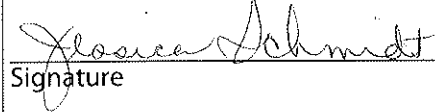
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

JESSICA SCHMIDT

JESSICA SCHMIDT

Print Name

Print Name



 May 26, 2011 +1 (512) 352-4159
 Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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	Fujitsu fi-5120C Scanner	049297	C00070	Non-Working
1	Fujitsu fi-5120C Scanner	049504	C00065	Non-Working
1	Epson Stylus C88+ Printer	JKDY312409		Non-Working
1	Epson Stylus C88+ Printer	JKDY351716		Non-Working

Parties involved:

FROM (Transferor Department): JP 4

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

JESSICA SCHMIDT

JESSICA SCHMIDT

Print Name

Print Name

Signature

May 26, 2011

+1 (512) 352-4159

Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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)
6	Dell Keyboards	N/A	N/A	Working
4	Dell Mouse	N/A	N/A	Working
1	Pair of Dell Speakers for Computer	N/A	N/A	Working
1	Surge Protector	N/A	N/A	Working

Parties involved:

FROM (Transferor Department): JP 4

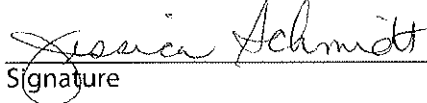
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

JESSICA SCHMIDT

JESSICA SCHMIDT

Print Name

Print Name



May 26, 2011

+1 (512) 352-4159

Signature

Date

Phone Number

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

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

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Discuss and take appropriate action on approving the revised final plat of Lorie Anna Estates, Pct. 3.**Commissioners Court - Regular Session**

Date: 06/07/2011
Submitted By: Joe England, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information**Agenda Item**

Discuss and take appropriate action on approving the revised final plat of Lorie Anna Estates, Pct. 3.

Background

Fiscal Impact

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

Attachments

Link: [Lorie Anna Estates](#)

Form Routing/Status

Form Started By: Joe England
Started On: 06/02/2011 08:15 AM
Final Approval Date: 06/02/2011

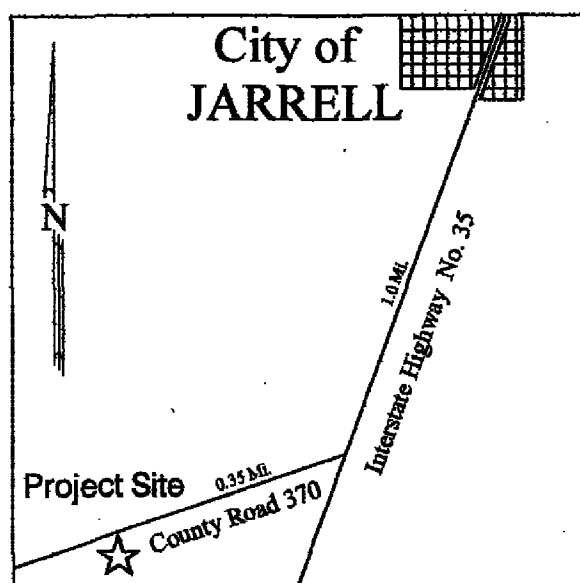
Driveways for Lots 1 thru 4 sized per Williamson County Road & Bridge
18" Cutters

Water Services for this Subdivision will be provided by Jerrell - Schwertner WSC
Lot 3 is Served by Jerrell - Schwertner WSC
Lot 1, Lot 2, and Lot 4 are Served by on-site Wells

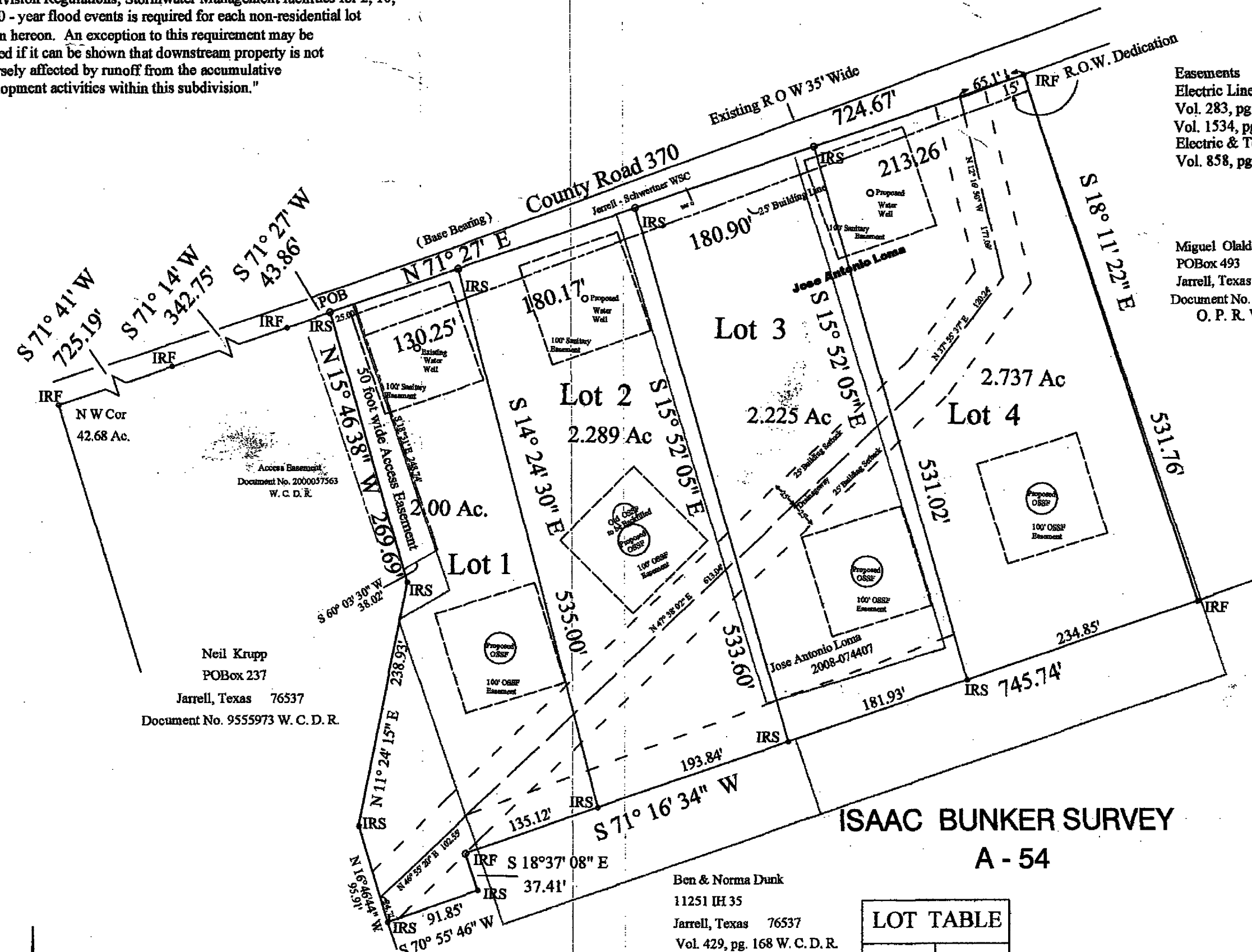
Waste Water Service will be provided by OSSF.

"No Structure or land on this blue line shall hereafter be located or altered without first submitting a Certificate of Compliance application to the Williamson County Flood Plain Administrator."

VICINITY MAP



"In accordance with Section B 10.1 of Williamson County's Subdivision Regulations, Stormwater Management facilities for 2, 10, & 100 - year flood events is required for each non-residential lot shown hereon. An exception to this requirement may be granted if it can be shown that downstream property is not adversely affected by runoff from the accumulative development activities within this subdivision."



LOT TABLE	
Lot	Acres
Lot 1	2.00
Lot 2	2.289
Lot 3	2.225
Lot 4	2.737

NEIL KRUPP
P.O. BOX 237
JARRELL, TEXAS 76537
512 635 4897

JAVIER & CAROLYN SOTO
P.O. BOX 209
JARRELL, TEXAS 76537

Adan & Patricia Garcia
P.O. BOX 237
JARRELL, TEXAS 76537
512 635 4897

JOSE ANTONIO LOMA
P.O. BOX 255
JARRELL, TEXAS 76537

Perimeter Field Notes

All that certain tract or parcel out of the Isaac Bunker Survey, Abstract No. 54, and being 9.251 acres out of that 42.68 acres described in a conveyance to Neil Krupp as recorded in Document No. 9555973 of the Williamson County Deed Records, and being more particularly described herein by metes and bounds to-wit:

Beginning at an iron rod set in the south boundary of County Road 370, for the northwest corner of this tract from which the northwest corner of said 42.68 acres bears by the following calls; S 71° 27' W at 43.86 feet found an iron rod, S 71° 14' W at 342.75 feet found an iron rod; and S 71° 41' W at 725.19 feet found an iron rod for the northwest corner of said 42.58 acres;

Thence N 71° 27' E (Base Bearing) along the south boundary of said County Road 370, the north boundary of said 42.68 acres, and this tract at 724.67 feet found an iron rod for the northwest corner of a tract of land conveyed to Miguel Olalde as recorded in Document No. 2006031742 of the Williamson County Deed Records, and being the northeast corner of this tract;

Thence S 18° 11' 22" E along a fence line for the west boundary of said Olalde tract, the east boundary of this tract at 531.76 feet found an iron rod at a fence corner post for the southwest corner of said Olalde tract, in a southerly boundary of said 42.68 acre tract, in the north boundary of a tract of land conveyed to Ben and Norma Dunk as recorded in Volume 429, page 168 of the Williamson County Deed Records, and being the southeast corner of this tract;

Thence S 71° 16' 34" W along a fence line for the north boundary of said Dunk tract, a southerly boundary of said 42.68 acre tract and this tract at 745.74 feet found an iron rod at a fence corner post for the northwest corner of said Dunk tract, a southerly interior corner of said 42.68 acre tract and this tract;

Thence S 18° 37' 08" E along a fence line for the west boundary of said Dunk tract, an easterly boundary of said 42.68 acre tract and this tract at 37.41 feet set an iron rod for a southerly corner of this tract;

Thence S 70° 55' 46" W along the south boundary of this tract at 91.85 feet set an iron rod for the southwest corner of this tract;

Thence in a northerly direction along the west boundary of this tract with the following calls; N 16° 46' 44" W at 95.91 feet set an iron rod for an angle point; N 11° 24' 15" E at 238.93 feet set an iron rod for an angle point; and N 15° 46' 38" W at 269.69 feet to the place of beginning, containing 9.251 acres as surveyed on the ground 30 July 2010.

Sheet 1 of 2

MAC'S LAND SURVEYING
15 SYCAMORE CT. Belton, Texas, 76513
Phone 254 780 4152 Fax 254 780 3189

**Revised Plat of
LORIE ANNA ESTATES
BEING A SUBDIVISION OF THAT 9.251 ACRES
OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54
AND BEING COMPRISED OF THE LORIE ANNA ESTATES SUBDIVISION RECORDED IN
CABINET FF, SLIDE 68 OF THE W. C. P. R. DOCUMENT NO. 2008071978
AND BEING OUT OF THAT 42.68 ACRE TRACT CONVEYED TO NEIL KRUPP IN DOCUMENT NO. 9555973 W.C.D.R.
LOT 1 LORIE ANNA ESTATES CONVEYED TO ADAN & PATRICIA GARCIA IN DOCUMENT NO. 2009001099 W.C.D.R.
LOT 2 LORIE ANNA ESTATES CONVEYED TO JOSE ANTONIO LOMA AS RECORDED IN DOCUMENT NO. 2008074407 W.C.D.R.
LOT 3 LORIE ANNA ESTATES CONVEYED TO JAVIER & CAROLYN SOTO AS RECORDED IN DOCUMENT NO. 2008076488 W.C.D.R.
AND 2.0 ACRES CONVEYED TO JOSE ANTONIO LOMA AS RECORDED IN DOCUMENT NO. 2008074407 W.C.D.R.**

THE STATE OF TEXAS COUNTY OF WILLIAMSON

THAT WE, THE OWNERS OF THAT 9.251 ACRE TRACT OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, BEING OUT OF THAT 42.68 ACRES CONVEYED TO NEIL KRUPP AS RECORDED IN DOCUMENT NO. 9555973 W.C.D.R. AND BEING COMPRISED OF THAT LOT 1 LORIE ANNA ESTATES CONVEYED TO ADAN & PATRICIA GARCIA AS RECORDED IN DOCUMENT NO. 2009001099 W.C.D.R.; LOT 4 LORIE ANNA ESTATES CONVEYED TO JOSE ANTONIO LOMA AS RECORDED IN DOCUMENT NO. 2008074407 W.C.D.R.; LOT 2 LORIE ANNA ESTATES CONVEYED TO JAVIER & CAROLYN SOTO AS RECORDED IN DOCUMENT NO. 2008076488 W.C.D.R. DO HEREBY SUBDIVIDE IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON, AND HEREBY ADOPT OUR SUBDIVISION TO BE KNOWN AS LORIE ANNA ESTATES AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, FURTHER, IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS THE HAND OF NEIL KRUPP THIS THE 23 DAY OF May, 2011, A.D.
WITNESSES THE HAND OF ADAN GARCIA THIS THE 23 DAY OF May, 2011, A.D.

NEIL KRUPP
P.O. BOX 237
JARRELL, TEXAS 76537
512 - 591 - 4590

Adan & Patricia Garcia
P.O. BOX 237
JARRELL, TEXAS 76537

NOTARY PUBLIC, Williamson COUNTY, TEXAS.
WITNESS THE HAND OF ADAN GARCIA THIS THE 24 DAY OF May, 2011, A.D.

Adan Garcia
P.O. BOX 327
JARRELL, TEXAS 76537

Adan & Patricia Garcia
P.O. BOX 237
JARRELL, TEXAS 76537
NOTARY PUBLIC, Williamson COUNTY, TEXAS.
WITNESS THE HAND OF PATRICIA GARCIA THIS THE 23 DAY OF May, 2011, A.D.

Patricia Garcia
P.O. BOX 527
JARRELL, TEXAS 76537

Adan & Patricia Garcia
P.O. BOX 237
JARRELL, TEXAS 76537
NOTARY PUBLIC, Williamson COUNTY, TEXAS.
WITNESS THE HAND OF ANTONIO LOMA THIS THE 24 DAY OF May, 2011, A.D.

Jose Antonio Loma
P.O. BOX 255
JARRELL, TEXAS 76537

Jose Antonio Loma
P.O. BOX 255
JARRELL, TEXAS 76537
NOTARY PUBLIC, Williamson COUNTY, TEXAS.
WITNESS THE HAND OF JAVIER SOTO THIS THE 24 DAY OF May, 2011, A.D.

Javier Soto
P.O. BOX 209
JARRELL, TEXAS 76537

Uelva F. Johnson
P.O. BOX 209
JARRELL, TEXAS 76537
NOTARY PUBLIC, Belton COUNTY, TEXAS.
WITNESS THE HAND OF CAROLYN SOTO THIS THE 24 DAY OF May, 2011, A.D.

Carolyn Soto
P.O. BOX 209
JARRELL, TEXAS 76537

Uelva F. Johnson
P.O. BOX 209
JARRELL, TEXAS 76537
NOTARY PUBLIC, Belton COUNTY, TEXAS.

OWNER'S RESPONSIBILITY

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT, FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

Sheet 2 of 2

SURVEYORS STATEMENT

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, BY ME, ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, ALL SURVEY MONUMENTS WERE SET OR FOUND AS SHOWN HEREON.

Jimmie L. McDonald
JIMMIE L. McDONALD RPLS 4332
15 SCYMORE CT. BELTON, TEXAS
Date 16 April, 2011

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS, REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, JIMMIE L. McDONALD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) NO 48491C0050 C, EFFECTIVE DATE SEPTEMBER 27, 1991

Jimmie L. McDonald
JIMMIE L. McDONALD RPLS 4332
15 SCYMORE CT. BELTON, TEXAS
Date 16 April, 2011

WILLIAMSON COUNTY 911 ADDRESSING
OF May 15, 2011 A.D.
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 23 DAY
June 2011

HEALTH DEPARTMENT APPROVAL

BASED UPON THE REPRESENTATIONS OF THE ENGINEER AND SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS SURVEY AND THE DOCUMENTS ASSOCIATED WITH IT.

Steve Gilman
Steve Gilman, Director of Environmental Services
DATE 23 May 2011

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENT:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER DEED RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS
DATE APPROVED
DATE SIGNED

COUNTY CLERK'S APPROVAL
STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENT:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24 DAY OF May, 2011 A.D. AT 10:00 A.M. AND DULY RECORDED THIS THE 24 DAY OF May, 2011 A.D. AT 10:00 A.M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET FF, SLIDE 68.

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

BY: _____ DEPUTY

Revised Plat of LORIE ANNA ESTATES BEING A SUBDIVISION OF THAT 9.251 ACRES

OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54
AND BEING COMPRISED OF THE LORIE ANNA ESTATES SUBDIVISION RECORDED IN
CABINET FF, SLIDE 68 OF THE W. C. P. R. DOCUMENT NO. 2008071978
AND BEING OUT OF THAT 42.68 ACRE TRACT CONVEYED TO NEIL KRUPP IN DOCUMENT NO. 9555973 W.C.D.R.
LOT 1 LORIE ANNA ESTATES CONVEYED TO ADAN & PATRICIA GARCIA IN DOCUMENT NO. 2009001099 W.C.D.R.
LOT 2 LORIE ANNA ESTATES CONVEYED TO JOSE ANTONIO LOMA AS RECORDED IN DOCUMENT NO. 2008074407 W.C.D.R.
LOT 3 LORIE ANNA ESTATES CONVEYED TO JAVIER & CAROLYN SOTO AS RECORDED IN DOCUMENT NO. 2008076488 W.C.D.R.
AND 2.0 ACRES CONVEYED TO JOSE ANTONIO LOMA AS RECORDED IN DOCUMENT NO. 2008074407 W.C.D.R.

MAC'S LAND SURVEYING
15 SYCAMORE CT. Belton, Texas, 76513
Phone 254 780 4152

Surveyed 27 August 2009

Presentation**Commissioners Court - Regular Session**

Date: 06/07/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Presentation on Highway 195 by Bell County Commissioners Court, Lieutenant General Donald M. Campbell Jr. Corp Commander at Fort Hood and Greater Killeen Chamber of Commerce.

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: 05/20/2011 02:01 PM
Final Approval Date: 05/23/2011

09WC717 Chandler Road Phase 3B Change Order No 4

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Tiffany Mcconnell, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 4 in the amount of \$41,558.79 for Chandler Road Phase 3B, a Road Bond Project in Precinct Four.

Background

Contract Item 341 "Dense-Graded Hot-Mix Asphalt (QC/QA)" allows for the adjustment of compensation paid to the contractor based on the quality of the hot mix asphalt pavement produced and placed on the project. Specific job control tests were run on the asphalt (see attached back-up documentation) to monitor the quality of the mix. Using the results of these tests in conjunction with TxDOT formulas as outlined in the specification, the Contractor was either awarded a bonus or assessed a penalty. This change order adds the pay items below to the contract in order to make these pay adjustments.

As required by Item 585 "Ride Quality for Pavement Surfaces", this change order adds a pay item to adjust the amount of compensation to be paid to the contractor in proportion to the ride quality of the final asphalt surface on the project. An inertial profiler was used to measure and evaluate the profiles of the eastbound and westbound lanes on Chandler and the northbound and southbound lanes on CR 366. The Contractor was awarded a bonus for ride quality using the results of the profiles in conjunction with TxDOT formulas as outlined in the specification.

Fiscal Impact

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

Attachments

Link: [09WC717 CO 4](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 06/01/2011 03:05 PM
 Final Approval Date: 06/01/2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4



1. CONTRACTOR: Chasco Constructors, Ltd., L.L.P.
2. Change Order Work Limits: Sta. 211+00 to Sta. 375+00
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3M (3 Max. - In order of importance - Primary first)

Project: 09WC717
Chandler Road
 Roadway: Phase III B
 Purchase Order
 Number: _____

5. Describe the work being revised:

3M: County Convenience. Other. Asphalt placement/production bonus and ride quality bonus. The Contractor has met the requirements to receive an asphalt placement/production bonus and ride quality bonus for this project.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>5/31/11</u></p> <p>By <u>Charles J. Glace Jr.</u></p> <p>Typed/Printed Name <u>CHUCK GLACE JR.</u></p> <p>Typed/Printed Title <u>PRESIDENT</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$41,558.79</u></p>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 6/1/11
 Project Manager Date
 Construction Observer

 Design Engineer Date

[Signature] 6/1/2011
 Program Manager Date

Design Engineer's Seal:
N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

CHANGE ORDER NUMBER: 4

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

[illegible]

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

**Chandler Road Phase IIIB
Williamson County Project No. 09WC717**

Change Order No. 4

Reason for Change

Contract Item 341 "Dense-Graded Hot-Mix Asphalt (QC/QA)" allows for the adjustment of compensation paid to the contractor based on the quality of the hot mix asphalt pavement produced and placed on the project. Specific job control tests were run on the asphalt (see attached back-up documentation) to monitor the quality of the mix. Using the results of these tests in conjunction with TxDOT formulas as outlined in the specification, the Contractor was either awarded a bonus or assessed a penalty. This change order adds the pay items below to the contract in order to make these pay adjustments.

As required by Item 585 "Ride Quality for Pavement Surfaces", this change order adds a pay item to adjust the amount of compensation to be paid to the contractor in proportion to the ride quality of the final asphalt surface on the project. An inertial profiler was used to measure and evaluate the profiles of the eastbound and westbound lanes on Chandler and the northbound and southbound lanes on CR 366. The Contractor was awarded a bonus for ride quality using the results of the profiles in conjunction with TxDOT formulas as outlined in the specification.

Following is a summary of the new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
341-WC01	D-GR HMA(QCQA) TY-B BONUS/PENALTY	21,902.83	DOL
341-WC02	D-GR HMA(QCQA) TY-C BONUS/PENALTY	12,717.96	DOL
585-WC01	RIDE QUALITY BONUS/PENALTY	6,938.00	DOL

This Change Order results in a net increase of \$41,558.79 to the Contract amount, for an adjusted Contract total of \$5,624,261.34. The original Contract amount was \$5,649,034.60. As a result of this and all Change Orders to-date, \$24,773.26 has been deducted from the Contract, resulting in a 0.4% net decrease in the Contract cost. No additional days will be added to or deduct from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

**Consider and take appropriate action regarding park rules for the Quarry Splash Pad in the Southwest Regional Park
Commissioners Court - Regular Session**

Date: 06/07/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding park rules for the Quarry Splash Pad in the Southwest Regional Park

Background

With the opening of the Quarry Splash Pad it is necessary to establish a set of rules. The attachment shows the suggested rule sign. Most items are informational but there is a list of suggested prohibited items. They are:

Prohibited items: Glass, Pets, Climbing on rocks, Skateboards, Bicycles, Alcohol, Tobacco use, and Running.

Glass breakage with so many little feet is always a concern. Pets are prohibited by state law on PIWF's (Public Interactive Water Features & Fountains Texas Administrative Code 265.301-265.308) except for service animals because of sanitation reasons. With the area being primarily dedicated to children Alcohol and Tobacco products are asked to be prohibited within the splash pad area including birthday pavilions. Climbing on rocks and running will be items that will be in need of constant reminders but are for safety reasons. Skateboards and bicycles are suggested for prohibition to prevent damage to the facility.

.

Fiscal Impact

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

Attachments

Link: [Rules](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 06/02/2011 08:41 AM
 Final Approval Date: 06/02/2011

2'x2' ALUMINUM, SINGLE SIDE multi color
with cut work \$45

Welcome to the Splash Pad

- Area Rules -

- The facility operates from 10am to 8pm May through September.
- Daily use fee required.
- No lifeguard on duty. Play at your own risk
- In case of emergency call 911. Our address is 503 Borho Leander, Texas 78641.
- Children must be accompanied by an adult. Please watch your children at all times.
- Our splash pad provides an outdoor playing environment please be aware of animals, plants, insects, and weather.
- **Prohibited Items: Glass, Pets, Climbing on Rocks, Skateboards, Bicycles, Alcohol, Tobacco use, Running**



**Williamson County
Parks & Recreation**

These rules are provided for your safety & enjoyment.
For additional information please contact Williamson County-Parks
& Recreation Department 260-4283 or Parks & Rec@wilco.org

Consider and take appropriate action regarding change fund for the Quarry Splash Pad in the Southwest Regional Park.

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding change fund for the Quarry Splash Pad in the Southwest Regional Park.

Background

With the opening of the Quarry Splash Pad a change fund is requested to operate the revenue collection machine. The funds would be used to stock the machine to provide change to the customers. \$800 is requested for the fund. We will monitor the operation to learn how the learn how the public will use the facility.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 06/02/2011 10:13 AM
 Final Approval Date: 06/02/2011

**Discuss and take appropriate action regarding 4/1/2011 thru 9/30/2011
employer contribution invoices for The Williamson Museum.**

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Suzanne Hays, Human Resources
Submitted For: Suzanne Hays
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding 4/1/2011 thru 9/30/2011 employer
contribution invoices for The Williamson Museum.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Suzanne Hays Started On: 06/02/2011 11:15
AM
Final Approval Date: 06/02/2011

Amendment to ILA Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Lucille D'Elia, County Judge
Submitted For: Sheriff's Office
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the First Amendment to the Interlocal Agreement with Williamson County MUD # 10 for law enforcement services.

Background

The number of hours of service is being changed from 120 hours per month to 160 hours per month.

Fiscal Impact

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

Attachments

Link: [First Amendment](#)

Form Routing/Status

Form Started By: Lucille D'Elia Started On: 05/26/2011 03:10 PM
Final Approval Date: 05/31/2011

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES
BETWEEN WILLIAMSON COUNTY, TEXAS AND
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 10**

This First Amendment to Interlocal Agreement for Law Enforcement Services is made and entered into by and between **Williamson County, Texas**, (the "County") acting by and through its governing body, the Williamson County Commissioners Court and **Williamson County Municipal Utility District No. 10** (the "District"), a municipal utility district operating pursuant to Chapters 49 and 54 of the Texas Water Code.

RECITALS

WHEREAS, the County and the District entered into an Interlocal Agreement for Law Enforcement Services effective as of April 1, 2010 (the "Agreement"); and

WHEREAS, the County and the District now wish to amend the Agreement by approving this First Amendment.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits in this Agreement, the County and the District hereby agree as follows:

1. Section 3.1 of the Agreement is hereby deleted and replaced with the following:

Section 3.1 The peace officers providing services to the Area will spend approximately One Hundred Sixty (160) hours per month of working time in the service Area. Provided that the Elected Official has additional peace officers that are readily available to provide additional services hereunder, the number of working hours of the peace officers may be increased from time to time by the District by providing ten (10) calendar day's written request for additional services to the County's coordinator. The District may also decrease the above referenced number of working hours per month by providing thirty (30) calendar day's written notice thereof to the County's coordinator. Upon any such adjustment, the District's monthly pay obligation shall be adjusted accordingly.

2. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions.

WILLIAMSON COUNTY

By: _____
County Judge

Date signed: _____, 2011

APPROVED AS TO FORM AND SUBSTANCE:

WILLIAMSON COUNTY ELECTED OFFICIAL


By: _____

Printed Name: _____

Name of
Agency/
Elected Office: _____

Date signed: _____, 2011

WILLIAMSON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 10

By: 

Title: President

Date signed: May 10, 2011

Consider approving lodging reimbursement for Court at Law No. 3 Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Cynthia McIntyre, County Court At Law #3
Submitted For: Cynthia McIntyre
Department: County Court At Law #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving lodging reimbursement for Court at Law No. 3

Background

The Court Coordinator is attending the Texas Association for Court Administration's Professional Development Program in Austin the week of June 13-17. This state certification is mandatory for Court Coordinators. As described in the attached brochure, the "PDP is a labor-intensive, week long program" that includes about 25 hours of classroom instruction.

After being in class until 4:30pm on Monday through Thursday, homework which is to be completed in groups is assigned. Because of this, the time spent in Austin each of those days is extended late into the evening. This homework must be submitted on Friday, the last day of the course, and is necessary to attain the PDP certification. Although it is not listed on the schedule, an educator for this program stated that there is a test on Friday that must be passed in order to attain the PDP certification. The Court Coordinator could make better use of her time working on this group project and studying each evening rather than commuting from her home in Leander into Austin which is 18.3 miles one way. On Tuesday through Friday, the course begins at 8:30am and we all know how bad the traffic congestion is commuting into Austin that time of the morning.

The Texas Center for the Judiciary is covering half of the hotel expense, so the Court Coordinator is responsible for \$48.88 each night for a total of \$195.52. The TCJ is also covering the cost of breakfast, lunch and dinner and mileage at 45 cents a mile. This rate for mileage is 6 cents less than the current rate.

It states in the Employee Manual that lodging will not be reimbursed if travel is within 50-miles of the Williamson County line. However, we are requesting the Commissioners' Court to approve an exception for this instance and reimburse the Court Coordinator the amount of lodging which we anticipate to be \$195.52.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-428-4232	Training, Conf., Seminars	195.52	

Attachments

Link: [Data for PDP](#)

Link: [Brochure for PDP](#)

Form Routing/Status

Form Started By: Cynthia McIntyre Started On: 05/31/2011 02:30
PM

Final Approval Date: 06/02/2011



TEXAS CENTER FOR THE JUDICIARY

1210 San Antonio Street, Suite 800 □ Austin, TX 78701

Phone: (512) 482-8986 □ In Texas (800) 252-9232 □ FAX: (512) 469-7664

RANDALL L. SAROSDY, Executive Director

□ **MARLON DRAKES**, Associate Director
March 14, 2011

Mes. Angie Luedecke
Court Coordinator, County Court at Law #3
405 Martin Luther King
Georgetown, TX 78626

Dear Mes. Luedecke:

Congratulations! Your application to attend the ~~PDP Trial Court Coordination~~ course has been accepted. The program will be held in Austin on June 13-17, 2011. Please complete the enclosed registration form and return it to the Texas Center by April 11, 2011. A non-refundable \$160.00 registration fee must accompany your registration form. Please make the check payable to the **Texas Center for the Judiciary**.

The program will be held at the Westin at the Domain in Austin. Registration is from 2:30 to 3:30 p.m. on Monday, June 14th in the Primrose Foyer with a mandatory orientation beginning at 3:30 p.m. Classes will begin immediately following orientation at 4:00 p.m. You are invited to join us for a reception at 5:00 p.m.

Housing: You have three options for housing at the Westin at the Domain.

1. **Single Occupancy.** If you choose this option, the Texas Center will master bill one half of the room rate and tax. Be prepared to pay your half of the room rate (\$48.88 per night) by personal check, county check, cash or credit card upon checkout directly to the hotel.
2. **Double Participant Occupancy.** If you choose this option, your room will be master billed to the Texas Center at the \$85.00 rate plus tax per night.
3. **Secure your own lodging off-site.** The Texas Center will reimburse up to \$46.22 per night if you choose this option. Be prepared to pay the entire hotel bill by personal check, county check, cash or credit card upon checkout directly to the hotel.

NOTE: Under Options 1 & 2, the Texas Center will make your hotel reservation. Our room block at the hotel is by rooming list only. **DO NOT** call the hotel directly. *Each guest will be required to place a \$50.00 deposit on the room for any incidental charges (i.e. room service, telephone, movies, bar, etc). This can be done by personal check, county check, cash or credit card. We do not recommend using a debit card.*

For information regarding your expenses, please see the enclosed Fact Sheet for details.

Once we have received your registration form, you will be sent a pre-seminar assignment. In addition, you will be sent a list of items the faculty has suggested you will need during your week, and a helpful information sheet.

We look forward to seeing you in Austin this June!

Sincerely,

Randall L. Sarosdy

Randall L. Sarosdy
Executive Director

ROGER TOWERY	GINA BENAVIDES	ROBERT BROTHERTON	DAVID D. GARCIA	BOARD OF DIRECTORS	
Chair	Chair-Elect	Secretary/Treasurer	Immediate Past Chair	Rick Strange (2011)	Chris Oldner (2013)
97th District Court	13th Court of Appeals	30th District Court	County Criminal Court #3	David Chew (2013)	Nanette Hasette (2012)
PO Box 607	100 E. Cano Street, 5th Floor	900 7th St, #360	1450 E McKinney Ste 4416	Josefina Rendon (2011)	Eric Shepperd (2011)
Henrietta, TX 76365	Edinburg, TX 78539	Wichita Falls, TX 76301	Denton, TX 76209	Todd Blometh (2012)	Larry "Rusty" Ladd (2013)
(940) 538-4314	(956) 318-2405	(956) 766-8180	(940) 349-2180	John Board (2012)	Dick Alcala (2011)



PROFESSIONAL DEVELOPMENT PROGRAM COORDINATION AND MANAGEMENT FACT SHEET

Date: June 13-17, 2011

Sponsored by: Texas Center for the Judiciary, Inc.

Registration fee: \$160.00. The conference registration fee should be mailed with your registration form. If not, please bring it with you to the conference.

Location: Westin Domain – Austin, Texas

Classes begin: Monday, June 13th at 3:30 p.m. (Registration from 2:30 p.m. – 3:30 p.m.)

Classes conclude: Friday, June 17th at 11:30 a.m.

Attendance Policy: **Attendance is mandatory and students must attend all portions of the program.** If a student misses 6 hours of class for any reason, the student must repeat the course at his/her own expense. Class ends at 11:30 a.m. on Friday, June 17th. Make your departure plans accordingly (be sure to allow two hours for travel and check-in for departing flights). A student with any **unexcused absence will not be reimbursed** for the program.

Dress Code: The Texas Center encourages professional, yet comfortable, attire for the class day. Casual wear is appropriate for after-class activities. Please consider bringing a jacket or sweater to the conference since meeting room temperatures are often difficult to regulate.

Travel: The Texas Center will reimburse your travel expenses in accordance with grant regulations, i.e. economy airfare or .45 cents per mile for travel by personal automobile. Valet parking is not reimbursable. Both airport and hotel parking receipts are required for reimbursement.

Meals: Most meals are provided at the program. The Texas Center will reimburse for the actual cost of non-contracted meals not to exceed \$6.00 for breakfast; \$10.00 for lunch; and \$20.00 for dinner. Meal receipts are not required for reimbursement. Lunch will be provided on Monday, Tuesday, Wednesday and Thursday and not reimbursed by the Texas Center.

Lodging: Please see your acceptance letter for your options and indicate the appropriate lodging choice on the registration form. If you choose to stay at the Westin at the Domain, the Texas Center will make your hotel reservation. Do not call the hotel directly. If you choose single occupancy, be prepared to pay your half of the room rate directly to the hotel.

What is the PDP Application Process?

A Professional Development Program (PDP) information letter and application with judge's certification are mailed to all judges and their coordinators in February. Judges may nominate only eligible court personnel for participation in PDP. All nominees must submit their authorized program application form, **along with a current job description**, to the Texas Center before March 4, 2011.

All completed applications are reviewed by a special committee, and participants are selected for the program based on individual qualifications and current responsibilities.

Following the selections process, accepted applicants will be sent registration forms and more detailed information about the program.

ELIGIBILITY DEFINITIONS

A PDP applicant is considered eligible and **may** be accepted into the program if his/her position falls into at least one of the following categories:

- **Court Coordinator.** A person who has the full-time responsibility for scheduling and tracking cases on the court's docket and is supervised by one trial judge.
- **Court Support Personnel.** Includes court clerks, bailiffs, assistant court coordinators, or court secretaries designated by a judge to assist the court coordinator or administrator in the performance of his or her duties in the scheduling or tracking of cases on the court's docket.
- **Court Manager.** A person who has responsibility for performing or supervising the scheduling and tracking of cases on the court's docket and is responsible to more than one judge or to one judge who has multi-county jurisdiction.

(continued)

- **Court Administrator.** A person who, in addition to court management, also has total budgetary responsibilities.

OTHER EDUCATIONAL OPPORTUNITIES

Participants are encouraged to attend special seminars provided by the Texas Association for Court Administration, the Institute for Court Management of the National Center for State Courts, the George J. Beta Criminal Justice Center—Sam Houston State University, The National Judicial College, and the Justice Management Institute.

Graduates of the PDP Trial Court Coordination and Management programs may also be eligible to attend the Texas Court Management Program (TCMP). TCMP is a partnership between the Texas Center, the Texas Association for Court Administration, and the Institute for Court Management of the National Center for State Courts.

TCMP consists of four core courses (Managing Court Financial Resources, Managing Human Resources, Court Performance Standards: CourTools, and Managing Technology Projects and Resources), followed by 4.5 day Concluding Seminar. PDP graduates wishing to attend TCMP must be nominated by a judge and sign a statement of commitment indicating agreement to attend each phase of the program to graduation.



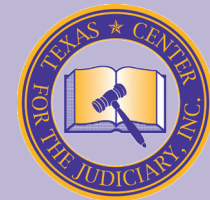
For more information, contact:
TEXAS CENTER FOR THE JUDICIARY

1210 San Antonio, Suite 800
Austin, TX 78701
Phone: 800-252-9232
Fax: 512-469-7664
www.yourhonor.com



PROFESSIONAL DEVELOPMENT PROGRAM

Specialized Courses for Court Coordinators, Managers, and Administrators



TEXAS CENTER FOR THE JUDICIARY
Judicial Excellence Through Education



What is PDP?

The Texas Center's Professional Development Program (PDP) provides a plan for the professional education and development of persons employed as court coordinators, support personnel, court administrators, and court managers. PDP also meets the educational requirements of Rule 6(a) of the Court of Criminal Appeals Rules of Judicial Education.

The program consists of a core curriculum sponsored by the Texas Center for the Judiciary and developed in conjunction with the Texas Association for Court Administration. During the month of June, qualified judges and experienced court coordinators provide education in topics such as caseload management, leadership skills, ethics, and criminal and civil procedure.

PDP is a labor-intensive, week-long program that includes more than 25 hours of classroom instruction and incorporates the National Association for Court Management Core Competencies for presiding and supervising judges, court managers, and court administrative staff. The Texas Center recognizes individuals who complete the prescribed curriculum and acknowledges their educational success. Additional professional development tracks are available to guide qualified individuals in planning for their future professional education.

PDP COURSE OFFERINGS

TRIAL COURT COORDINATION

Trial Court Coordination is the initial educational course for all court coordinators, court administrators, and court managers. Court support personnel may be accepted to attend as space and resources allow. Applicants must be recommended by their trial judge.

All applications are reviewed by a committee and participants are selected on the basis of their qualifications and current responsibilities. Persons who successfully complete this course and the associated assignments receive a certificate in Trial Court Coordination.

Topics covered:

- The judge and coordinator: roles, responsibilities, ethics, and professionalism
- Court structure in Texas
- Fundamental elements of caseload management
- Team building and managing change
- Jury management
- Texas Fair Defense Act – Licensed court interpreters
- Civil and criminal procedure
- E-Filing

TRIAL COURT MANAGEMENT

Trial Court Management is for court coordinators, court administrators, and court managers who: (1) have successfully completed the Trial Court Coordination curriculum; and (2) have supervisory duties as specified in their job description. Applicants must be recommended by their trial judge.

All applications are reviewed by a committee and participants are selected on the basis of their qualifications and current responsibilities. Individuals accepted must complete a pre-course assignment as well as a final memo containing a specific proposal to improve caseload management in the trial court. The final memo must be submitted in proper form by August 1 of the year of attendance in order to successfully complete the program. Upon successful completion of the course and all required assignments, individuals will receive a certificate in Trial Court Management.

Topics covered:

- Management and the trial court environment
- Establishing system values and goals
- Differential caseload management
- System/organizational methods for coordination and control
- Monitoring techniques
- Information systems for management and achievement of caseload system goals
- Building effective communications
- Writing skills
- Change in the trial court environment

Tobacco Account

Commissioners Court - Regular Session

Date: 06/07/2011
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 Tobacco Account budget.

Background

The Tobacco Settlement Permanent Trust Account Investment Advisory Committee approved \$51 million for the year 2011 tobacco settlement distribution, or a 10% increase over the previous year's amount. Under the terms of the settlement in 1998, the tobacco companies agreed to create a \$2.275 billion fund for the benefit of "all hospital districts, other local political subdivisions owning and maintaining public hospitals, and counties of the State of Texas responsible for providing indigent care to the general public." DSHS certifies the reports of qualified entities submitting claims for unreimbursed health care expenditures, with Williamson County's totaling \$20,675,116 for 2010. Beginning March 24, 2011 revised rules regarding fund distributions recommended by the Tobacco Settlement Permanent Trust Account Investment Advisory Committee took effect in the Texas Administrative Code, 34 TAC. These recommendations were made to safe-guard the trust during tough economic times that have been recently experienced.

Williamson County received \$389,097 in April as its portion of the 2011 Tobacco Settlement Distribution. This is \$16,251 less than (or approximately a 4% decrease) from the April 2010 settlement amount of \$405,348.

Fiscal Impact

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

Attachments

Link: [2011 2012 Revenue Projections](#)

Link: [2010 2011 Budget](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 06/02/2011 09:26 AM
 Final Approval Date: 06/02/2011

3•†+5'+yZ□lZQ
ØH□
)Ö7 □p5)ÄŽ®kÉdB|UtvaDŮîŹ¼;¥"İ□□fpl,FI&□0_†*è3|□n'LED/p•|-m|Üäœ&]ñ□Èàl8fl`Ór«S4Ėd□7yœĖ`
â□n¥²□áĭŠlù□R¥□Æÿ3Uð~□×□ėcí□□nr□F:_Ů□□□*aP...□ú□□f©□□□-p□□Ó□TpŸlp□r`ÿŮœ³4LZĂ©
Ů`
□!ùP-Lð□!™**+□+ð`-<□aÓ.¾š!©□>æŮl%çÿÿ□PK□□□□□!2rè^,□ă□□xl/worksheets/sheet2.xmlĈĖ`Á
>▷×W÷"K×ĖŽ□VpĂ□ĖúðçŮSØF□Ė"□\¬@3ûĖŽÇF£•1#□.U□□+9¥;Ė£□(ŮqĖöùuQŮæV□□□a□pĂ¥Lj
ĭm□Ăðšÿē]□**fhQĖĴ]Ĵo`□BŌiN-ĬŌð•d™Æ¹%NN±iR»"Ç□VðĀ'Ů□='Ůµ{`ó²Ă□□:ăçèQ%`^`Ÿ□□□{Ĉ™Ůð:□
>▷×W÷"K×ĖŽ□VpĂ□ĖúðçŮSØF□Ė"□\¬@3ûĖŽÇF£•1#□.U□□+9¥;Ė£□(ŮqĖöùuQŮæV□□□a□pĂ¥Lj
ĭm□Ăðšÿē]□**fhQĖĴ]Ĵo`□BŌiN-ĬŌð•d™Æ¹%NN±iR»"Ç□VðĀ'Ů□='Ůµ{`ó²Ă□□:ăçèQ%`^`Ÿ□□□{Ĉ™Ůð:□
ĬC€ĭŮgĂ-×BĬĖ`»ĖßwĖ□Š7lĖĖ®÷øĭðl...□.P~»^¹ç!□Ůî-úĭ□ø^s;tÇöð`ŮŸ?Uo□ß□Æúv¬/Ÿ-lŸıİàçŸŸú
`ó`X□>Ă□Ėi□ŷ³\¬•1ø³÷ŽĬ©~°Ĉywuš=ŽgXuµ`7AĂĂØ-__pŬŮ½ŮŮ`ç□¾¼`¹iCw□GðŌ□Ÿ¼4T¾4w-çj`t²Š□□
89<
cw•PĖ□
A³0,,ß/h□nĭĂÇç□Ç □□□D□Ÿ—ðy□<,Ÿ!©□çdDĂŬp£ŮĂ
□)□¤"d-ĖĈ r£%d-Hç\$ðB¤f□3nBŌMé□U,,□ŬŇĭTs□`i(Ĉ(C œĖŮ□
Ů¤`□□□£†ıı»ĐF□9lðĂbA5□hjl @@@ 6aê+“
□®□ènM□İ5Ž!>üœZ-2ŌŸ!c-ŮŬJŸĀv³°
□#e3%±@□İĖĖĖZè^~æRð:°°Y`□pǎ`|zǎ'=j|:~ZL»`³İĖSC†□ÆO,ç=ç6[□#A<□□=®mé³D†ØŬç¤□□nŮ(ç
6~VdhZ□ppù)“□YŸ□G¹&µ□b.□!f`İŸĀ`3HŌ%œçz□,Ė6tŮŮé`|Ā]ak®PĖĖ`ă~®□pCØ□Ůü~w8Ů□□YMŠ!...
Ă`E`µŬ-9□èĂĖed□•“S%T,,İHçǎHlwŌm□K□š□4êt82ètl`□ŮàŮ%P□Vés`eİH-Rpl□UĂŠ□™ □ø□ŮĂvÇ;
□+O)ıu•-\$□□Ō□XG,□¬-ŮE`Ů¹”□juĖ€İlqð³™Y±Ç\h□□□qT-sBĂN%œ(YÇŌðj□□-□□Ō
a@f□?™m`ž□cP0G`□× □ĖCA|#Ů,°!`†Lŋ]`İd□\¤Ÿlq□"D`fðǎâ@±ŌŇX□çb¬tĂ□ĂĜİĈœœD`AF
Ė`□©&Ė
Ėt;?ž`),□Ÿ-A`[□2ŮB+ıı`İ□İJ3 ð□`™ørwµGŋĖ9x†İé□†[□gŬ,ª—VQ
□□w¹`ĂĀ`p□/YĐ¼ĖĖ□xǎ¼Ÿǎ¥ı|□ðPzēn#>Ăzǎ÷;<?ß`¼₄)Ňs57¼₄×[†±°lofwiN+X@Ă{[8□ŸGpžŸ`□]ēF
ç□6ǎ|□RŷZüĖçk3□zǎ□İf□□Šıǎž]UwŠıf□øÿ>-mNCèð...ĈĖ`4u□—xN³æİTœµŸØ□uŌă»u£øWc.çj|pÿŸı
ı|□□%
xl/styles.xmlİZjŮŮ6□}□`ÿ (Ăž`ÈNŮtkm□Y□□Ůç@S`¬`EŮ□(Ŭ`èĀĬß¹%œ`Š-éĖŽ□«{±\$š<÷ŮŬ`ç†×□
H□¤n□\$¥!ıjĖ□
Q□×□:z,£Ăi□5[œ□Æ,□%~®)□ĖiØu-İf<ª»□h□+□ÇĖ□Ėİð□çēŮŸbŠ@Ăx,\$JŇLLà!Øp?n-□ □ª†İdú½Đ{ž
71#s)□†Ů`□Qıq\$□F`□£P-t
ŮŋĖ-□v<Y□HŌŮ□İŌ=□Vç□□×ªú...ĂX®|œ,ĖökgİŌ°©
6□-Ÿ`Ė□□ŸUF#ǎ{□×hŮ±
7□=@æç±Đ<Dp`ç□ú□kA`\$□ ŮİŮ°,uf£İmqn\$¼₄V(□□ªP□ç¼₄T±ŸŮœQ@#èŌ¼ăQu;KĂ¤7£œ□ĂŮérĂĬP.
k|)gǎŮoa`¬`çwôðšžŋıfó=qs`Ŭbc□kzô□,dÆžǎ(n□fð?İBŮ)6`□`Ŭœ□ E□İŮj|bwl□ù□`İßŮ(ð™²æıı/«tJ³%
100%
100%


```
#xl/printerSettings/printerSettings1.binPK-!o f o %4&xl/calcChain.xmlPK-!zqpE\
```

ŸÍ#»9ÀÒFì`èÎ@;“×□-İ!,□□JÝ†¼RÖït•€+ð~BDÉ...ë-êF□0fÈ□□ÈÂ>³6n.`í½@-Êæ6ê-ás5ðø]□`è8ù':ú¯Ê¿è

ı...!□6□£F^œ%□İu½c

DÒ3üB³□4æ□šý%□_1□Đă.□£¤,«□□êC□ÁÒ[vÒ□p,ù□ÿÿ□PK□□□□□!é!%,□S□□xl/theme/theme1.xi

Je±D

/i□~™—é□@v³w□u8+Óz†□°HH□İJ,,□□æ~ñž)□•`□â^□

ıC<&©□`pĒ>ª□`e±b.□vJ|ııŸ\$X-À-¥É¾□·³8©È®¾,]æ½7ñR□Á□/é¼=Ž,.&`ŸNQÛk5Ö□□òqÒð&p~...Ç(□`

`p
ıO□Đ

NÃ0□†ıH¼Cä;m□□ ©ı,,~&8 !□Ü³Öiç5q”xœ½=iĒ!ı,Ù±yÙyŸrùm{ñ...!□r□İ²□□°†Zăˆ
f+jv□□O□€½ät□ÔÆG”ĒÖœÚ H□T□<İ ¯Ēqí\$Á}<«Á bC`□
ı±!²ÇL’31™Vd7□6□□“AÂé{ê□ÿÿ□PK□□□□□!2rè^,□ă□□xl/worksheets/sheet3.xmlıCÉ`ÁNÃ0□†ıH¼Cä;ı
f+jv□□O□€½ät□ÔÆG”ĒÖœÚ H□T□<İ ¯Ēqí\$Á}<«Á bC`□
ı±!²ÇL’31™Vd7□6□□“AÂé{ê□ÿÿ□PK□□□□□!9□`Đ□c□□xl/worksheets/sheet1.xmlıEXÛŽÛ6□}Đ□□đ
ıĒĀK>□□İM3zàá6ıpy□ı»âr8œ»k=,°{sfoN]□-Gø³□\□÷¼©□ÂèzY†A°^^èöæ£†]ÿ□|t\$S{hŠîðtmn#:é»K=,pál
ı□ı£

q~□İ\$ı@□ÃÙ©¯vR†€’-Û@!MT
ñ~;ı_eĒıÁ"ü□âK,x“,VÖA-£%□ßİ2ÖÖ*,»İ’Páwn¬ĐŇz½œ`-p□t£¹□Q□‘□çıŸ¬Tù™□péø©□™Ňİ”Ûc□_§
àÄÖŽ#†^Z+DWh[•ŽUEĒœB>Ö”By□1œvF2-S<#□đ□c¯!½S†\$ál† [üİBöÙo,ðñó†We¼f□â©`Ö°"úL¬İĀ*

ˆ□

ˆx□•□□á¹□□°`□çÒ©êFù□ùÿØœOw¯è[xh□ıĒ©□□†ðáPß□Ÿ¿™fÆúRÛ[p□KıÚcê÷ı□□Ēéyÿ□ÿÿ□PK
□PK□□□□□!E□ú

ızh-3)Fay°□□TıdİÄ|□~□œüó{□ăŠ~p)è(ÜĐ<ü8pù\$â®6œ~[Pª□€□ù(\(μ|□EùİAS’_Ē%□đO”³”(xİæQ¾ı)(%:

ˆ:Myæmó□¹ă,F□ó□□-Ö§-□2Ÿm†`€d*tKjšİh8•Y□đ-, -□€7măİ\$%,,ñ□»/ðªă□...H≠d

Â×İeA
ıpZZ?_2

ȝ:Y

∴!>±Ê&?Àš□k¾f/à#0\$î½3Ä□ð€□□©Qß©ï®:UÝ]Õ5}y(⁂²ÄÖ‘
'aÖF#@Z...’□EŠ€□Ç+*mš“ñ□’=a^ù□Yİò=«³1□–á□PÑªæ›t

×\$□CÄ~FcùWä;□@0ÿ7øâ<*'ÿm□
□#□ää:ËäçL'¬~&O▯#÷Êâ¹Á"ý...|9□Èp"Lô□¥□™“¬Ó52LióS,²S□žâ7²¬±Ž²ì

ø□□(□, '_kÃ □Åß□û□Á÷Tíß!!

□PK□□□□□□VD”□G□□□□docProps/app.xml ø□□(□œ“Okã0□Åï□û□ŒÊ□œ”"%È*%ÝÒĂ.□HÚ=«ò8□

Content_Types].xmlPK□□-□□□!µU0#ðL□□Ÿ□_rels/.relsPK□□-□□□!ðð□;□□Y□□<□xl/_rels/workbook.
ã□□&□xl/worksheets/sheet2.xmlPK□□-□□□!2rè^,□ã□□^□xl/worksheets/sheet3.xmlPK□□-□□□!⁂9□¹Đ

”□□”docProps/core.xmlPK□□-□□□!□VD”□G□□*docProps/app.xmlPK□□□□ð□ñ,

ğj•Ó×%wçÀ9ìq□~□, U□3%ÞÉ□□ß.>bwéØ⁻

mliY0oÛ6□¿□Øw tom'¶□□uŠØ±-M□Än‡□i™-XSç@Òl}□Úǎ€□Ã°a—□»ı0l+Ð□»tŸ&[‡-□ú□øHJ²□ËKı

ˉKYøa□ÀÝ□⁻,,

m□□ ©ı,,~&8 !□Ü³Öiç5q"xÇE½=iË!ı\, Û±ýÛÿŸrùm{ñ...!□r□ì²□□°†Zǎ°

ı"6^-J—□+□Ñ
Ĵp□□ÿplá;□□×7§Ô□ÇvU□øËýfXúı¶y□'ıbX□ùØšǺØ□!□¼Ç#ûÒu_9ñ=@□,□□□»-□cûÛáíá'úa

□ø□E□j³ăM□M"Ú,
§ª¬p□Wc³⁄₄;ô¬#ç□·-J²RœŠ□□%|zÍ(Áı□ııı□\$î□bòǎı□

.□□□□!2ªV'□□,□□xl/sharedStrings.xmlĈETm<Ú@□p^è□□□...øf—(ˆ"CsD□w,o~x'□÷'Q·\$ˆtw#ç¿ıÄxgY·

s□"òè!×»«RÂD8□ŠU:IU□ıăJ(ăQ6□æŸ¿bh¼□,□□{□1pùøŸ•T□~1—«7WW½0□□£-Öx~HQ□ı□&¶ĈE‡ùsç

□•%£™š▣Ÿ~Ç6lœýsY□Fó□□ŸF°Ŭ7>ë j<j□óY.2□6–.i

.xml..relsPK□□-□□□!Ĵ□êH^□p□□æ□xl/workbook.xmlPK□□-□□□!é!%,□S□□q
)□c□□ê□xl/worksheets/sheet1.xmlPK□□-□□□!2▣V'□□,□□ð□xl/sharedStrings.xmlPK□□-□□□!E□û

Ò□□ÖŒ‡D"□|ÿßă#uðÚf^¡C"\$åqÛ«]®z^Ä>□Ó8h{w†ýK□□

+Í□!îó23İïö□^ó□□'',hàtī<□□''•´□8›xÒùî€6,R'□„□ç^Úyð?~èkm€'¤□Îþ~ðþuu²Ç\è»øDâ"m¡raøSI\]*□©þ#š

ðD8ö±ÿLr™□

<s{ž+ÍÍ...\$□'¢"3pz_□"Hp@pôp‡ß×Òï□¿çu»□péÁ:|□□>□\□□¬ÂÅx□oÖ!□7ăÇ0î»Æï»5ŁaM6«q□Ás0□□Ã`

Yñçšcääâ0–PăÙ('1Q%2J%3"Ë•8æHÆÖó,×HxNÜ°Fu@Ç€Í%ÁQ[.ŽĐǒ sǵé)ç

dnki9|2 2E +Ui,f,%í8ÍÈ Œ U/'0"k š...ÎPk ësŸ||øøiÔª é-Æ ð^„ŠcœT”Âçù2pb©œÃè49s k<

U□ÁAÈL¼dXĚD¼Ý©ÍÜP□™'‰Á'1□ŠLPÒ†Ě©ýÂ†ø□Øö|—m°@□á+—£Ñ>□□ª~4□q'‰ø*Ã[9o<Æ[iÙæĚ

3j<E□i'

2010-2011 REVENUE / EXPENDITURE BUDGET

FUNDS AVAILABLE TO SPEND			TOBACCO FUND EXPENSE	
Annual April 2010 Payment	\$405,348		Admin Fees	\$0
May 09 - April 10 Interest	<u>\$13,618</u>		Medicaider Prog	\$15,000
			LoneStar	\$160,000
Subtotal	\$418,966		SHM	\$60,000
Less 20%	<u>\$83,793</u>		THC	\$0
			Transfer to General Fund (MOT)	\$179,477
May 09-April 10 Revenue Available to Spend	\$335,173			
Unrestricted Fund Balance Available to Spend	<u>\$79,304</u>			
Projected FY 10 Unrestricted Fund Balance	\$414,477		Net Expense	\$414,477
Fund Balance as of April 2010		\$4,250,322		
Corpus Beginning Balance - April 2009	\$3,467,134			
May 09 - April 10 Corpus Addition	<u>\$83,793</u>			
Corpus Ending Balance - April 2010		\$3,550,927		
Unrestricted Funds Balance as of April 2010		\$699,395		
May 10 - Sept 10 Projected Expenditures		<u>-\$284,917</u>		
Projected Unrestricted Fund Balance Sept 10		\$414,478		
			Next year put above 4.2M underneath the 3550927 + 699395 with another line and total	

Hazard Mitigation Plan Resolution

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Jarred Thomas, Emergency Management
Submitted For: Jarred Thomas
Department: Emergency Management
Agenda Category: Regular Agenda Items

Information

Agenda Item

The Federal Disaster Mitigation Act of 2000 and the Federal Emergency Management Agency (FEMA) require communities to develop and adopt hazard mitigation action plans (HMAP) to be eligible for the full-range of both pre and post-disaster hazard mitigation funding through the federal government. Williamson County as a plan participant passed a resolution adopting the Texas Colorado River Floodplain Coalition regional HMAP on May 17, 2011. Changes to the plan, not involving Williamson County, were submitted and approved by FEMA which requires a subsequent approval by Commissioner's Court.

Background

Due to an oversight in the plan, not pertaining to Williamson County, a revision was made and approved by FEMA. During the initial adoption of this plan any changes made effect the plan in its entirety and must receive an additional approval and resolution of its adoption.

Fiscal Impact

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

Attachments

Link: [Hazard Mitigation Plan Resolution](#)

Form Routing/Status

Form Started By: Jarred Thomas
 Started On: 06/01/2011 11:54 AM
 Final Approval Date: 06/01/2011

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 7th day of June 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 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 7th DAY OF JUNE, 2011

Attest:_____

Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Fireworks Ban

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Wendy Coco, County Judge
Submitted For: Dan Gattis
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider adopting a Fireworks Ban Order prohibiting the sale or use of restricted fireworks ("skyrockets with sticks" and "missiles with fins") in the unincorporated areas of Williamson County pursuant to Section 352.051 of the Texas Local Government Code, as well as discuss and consider any additional measures that may be taken to restrict the sale or use of all other types of fireworks in Williamson County should current drought conditions continue or worsen.

Background

Fiscal Impact

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

Attachments

Link: [Order Prohibiting Fireworks](#)

Link: [Fireworks Memo](#)

Link: [American Fireworks Letter](#)

Form Routing/Status

Form Started By: Wendy Started On: 06/02/2011 04:19
 Coco PM
 Final Approval Date: 06/02/2011

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER PROHIBITING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF WILLIAMSON COUNTY, TEXAS**

WHEREAS, the Texas Forest Service has determined that drought conditions exist in Williamson County; and

WHEREAS, on the ____ day of _____, 20____, the Commissioners Court of Williamson County has determined that the normal danger of fire in the unincorporated areas of Williamson County is greatly enhanced by the extremely dry conditions now existing;

NOW, THEREFORE, the Commissioners Court of Williamson County adopts this Order prohibiting the sale or use of restricted fireworks in the unincorporated areas of Williamson County.

- A. No person may sell, detonate, ignite, or in any way use fireworks classified under 49 C.F.R. part. 173.100(r)(2) (10-1-86 edition), as “skyrockets with sticks” and “missiles with fins” in any portion of the unincorporated area of Williamson County.
- B. This Order does not prohibit:
 - 1. common fireworks, small in size classified as Class C explosives; or
 - 2. large fireworks devices designed primarily to produce visible or audible effects by combustion, deflagration, or detonation and classified as Class B explosive by the U.S. Dept. of Trans. [TEX. OCC. CODE, Chapter 2154].
- C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.

APPROVED THIS THE ____ DAY OF _____, 20____, BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY JUDGE, DAN A. GATTIS

Attest:_____

MEMORANDUM

SUBJECT: FIREWORKS BANS IN TEXAS COUNTIES

DATE: 6/2/2011

The following is a summary of the actions that Williamson County may take in relation to fireworks bans. Texas counties are subdivisions of the State of Texas and they have only those powers that the Texas Constitution and the Texas Legislature have expressly given them. Specifically, they have no implied power to act to protect public health, safety, or welfare outside the limits drawn by state law.

The Texas Legislature has chosen to specifically define what counties can or cannot do with regard to restricting or prohibiting the sale or use of fireworks in the unincorporated areas of counties. Those rules are expressed in state laws that were adopted based on input from the public, including both people who love fireworks and people who hate wildfires. As with any law, the result was a compromise that did not fully satisfy either side. Nevertheless, it is the law and those who disagree with it are still bound by it.

Texas counties are only allowed to prohibit or restrict the sale or use of fireworks in accordance with one of two Texas statutes. Section 352.051 of the Texas Local Government Code provides a county commissioners court with the authority to adopt an order prohibiting or restricting the sale or use of “restricted fireworks” in all or in a portion of the unincorporated areas of a county where drought conditions are determined to exist. The Texas Forest Service must first determine that drought conditions have been met. Upon a drought determination, a county then must adopt an order before (1) April 25th of each year for the Cinco de Mayo fireworks season; (2) June 15 of each year for the Fourth of July fireworks season; and (3) December 15 of each year for each December fireworks season.

As stated above, the order may only prohibit or restrict the sale or use of “restricted fireworks”, which means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as “skyrockets with sticks” and “missiles with fins.” An order that is adopted pursuant to Section 352.051 of the Texas Local Government Code expires upon the Texas Forest Service’s determination that drought conditions no longer exist.

It is very important to keep in mind that even if the county adopts a ban on fireworks sales or use on the adoption deadlines set forth above, such ban will not prevent the importation or possession of any type of fireworks within the county and it will not stop the sales of any type of fireworks other than just “skyrockets with sticks” and “missiles with fins.”

In prior years, the Texas Pyrotechnic Association has asked that all fireworks retailers voluntarily ban the sale of rockets and fireworks with sticks and fins from being sold in Williamson County during very dry Fourth of July seasons as a matter of compromise when the county could not order that type of restriction or prohibition under Section 352.051.

Section 418.108 of the Texas Government Code also provides Texas counties with the authority to prohibit or restrict the sale or use of fireworks. This section allows a county judge to declare a local state of disaster and institute restrictions that can exceed the restrictions allowed under the above cited Section 352.051 of the Texas Local Government Code (i.e. restrict the sale or use of all fireworks as opposed to restricting only “skyrockets with sticks” and “missiles with fins”). See Tex. Gov’t Code Ann. § 418.108(i) (Vernon 2008). Restrictions that exceed those authorized by Section 352.051 of the Texas Local Government Code (a ban on “skyrockets with sticks” and “missiles with fins”) may only be effective for 60 hours unless extended by the governor upon a county judge’s request.

According to Section 418.104 of the Texas Government Code, a "disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency.

It thus seems that a disaster must be something very much out of the ordinary that could either cause or threaten widespread or severe damage, injury or loss of life or property as opposed to the daily threat of a fire that results from seasonal dry vegetation in a Texas summer. The county judge must rely upon the feedback that it receives from the emergency management agencies within the county in order to determine if factors and conditions have risen to the level that a local state of disaster must be declared.

There has been some litigation over the years on whether or not counties can issue a general burn ban pursuant to Texas Local Government Code Section 352.081 that includes both a general prohibition on outdoor burning and a prohibition or restriction against the use of all fireworks. A general ban on outdoor burning under Section 352.081 does not apply to the specific issue of fireworks because there is a legal rule of construction that when a more general statute is in conflict with a more specific one, the specific one applies. As set forth above, Section 352.051 of the Texas Local Government Code and Section 418.108 of the Texas Government Code specifically apply to fireworks and they must control over the more general statute relating to burn bans that are authorized under Texas Local Government Code Section 352.081.

Unfortunately, only cities have the authority to prohibit the possession of fireworks or the transportation of fireworks into their jurisdiction. Williamson County does not have any

ability to keep fireworks out of the hands of people inclined to set them off on the July 4th weekend. Most Texas counties probably yearn for more authority and power in relation to prohibiting or restricting the sale, use and possession of fireworks within the unincorporated areas of their counties, but such counties continue to only be authorized to do what the law allows.



AMERICAN FIREWORKS

1315 Hwy 71 W • P.O. Box 64 Bastrop, Texas 78602

Phone 512-321-4416 • Fax 512-321-7272



June 2, 2011

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street #101
Georgetown, Texas 78626

Re: Fireworks, Drought Conditions

Attn: John Sneed, Sr. Director of Emergency Services

Dear Judge Gattis:

I am sending this letter to you because I represent the major fireworks vendors in Williamson County for the purpose of trying to help plan for a 4th of July selling season in Williamson County. We realize the dry conditions continue to persist and we want to be a part to help with a solution so that all Williamson County citizens can celebrate and enjoy the 4th of July.

I would like to offer a very effective program that has been used during the dry conditions, going back to 1996. I have taken the liberty of discussing these possibilities with Sr. Director John Sneed of Emergency Services. Please consider the following, rather than declaring a Disaster Declaration and banning the sale and use of fireworks in Williamson County.

The fireworks vendors would voluntarily give up the "stick rockets & missiles with fins and rudders" and we would go to a shortened selling period. Rather than an 11 day season, from June 24th thru July 4 (11 days) we would like to open July 1st (Friday) and close on July 4th at Midnight (4 days). We have had this type of program in Williamson County before, during times of continued drought. This is very effective program at saving property, fire fighters, fire fighting equipment and it still allows the citizens of Williamson County to celebrate the 4th of July.

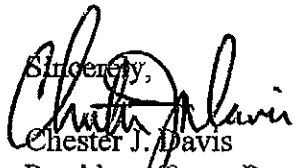
I am working toward providing this same program information of shortened selling days and no sales of the "Sticks & Fins" to Bastrop, Travis, Hays, Caldwell, Comal, Guadalupe, Bell Counties. Actually, I am working on this effective program Statewide! I know, that although the shortened season means loss of sells, it is very important to the future of our industry in Texas and Williamson County. I also have a very good relationship with John Sneed so that if more changes need to take place during the time we would be open, we can and will.

www.BuyAmericanFireworks.com

The Honorable Dan Gattis
Williamson County Judge
Page 2

Thank you Judge Gattis, for taking the time to consider my proposal to make this 4th of July a safe and successful one for all Williamson County citizens. I am looking forward to being at the Commissioners Court meeting at 9:30 am on Tuesday, June 7, 2011 to speak about my proposed plan to you and the Commissioners. I appreciate the opportunity to present my effective program.

I hope my letter finds the entire Gattis family all doing well. Please pass on to my good friend former State Representative Dan Gattis how much I have missed him this legislative session. He would have made a great Texas Senator too!

Sincerely,

Chester J. Davis
President, Texas Pyrotechnic Association

CEO/Owner
Ches-Lee Enterprises, Inc.
DbA American Fireworks

American Fireworks

PO Box 64, Bastrop, TX 78602
Austin Metro: 512-303-4438
Bastrop: 512-321-4416
Toll Free: 800-274-4912
Fax: 512-321-7272

Fax

Chester J. Davis

chesterjdavis@yahoo.com

Cell 512-569-7689

To: THE HONORABLE
DAN A. GATTIS

From: Chester J. Davis

Fax: 512-943-1662

Pages: THREE (3)

Phone: 512-943-1550

Date: June 2, 2011

Re:

CC:

Comments:

LETTER DATED JUNE 2, 2011 TO:

THE HONORABLE DAN A GATTIS
WILLIAMSON COUNTY JUDGE
710 SOUTH MAIN #101
GEORGETOWN, TEXAS 78626

THANK YOU,

CHESTER J. DAVIS
PRESIDENT, TEXAS PYROTECHNIC ASSOCIATION

Professional Services for 2006 Road Bond Project Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Mike Weaver
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 27, 2011 at 3:00pm in the Purchasing Department to initially receive qualifications for PROFESSIONAL SERVICES, 2006 ROAD BOND PROGRAM, RFQ# 11WCRFQ1005.

Background

Fiscal Impact

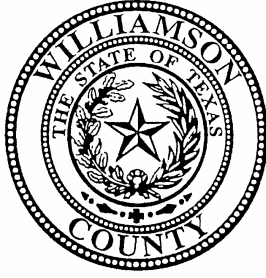
From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [RFQ Document](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/02/2011 10:40 AM
Final Approval Date: 06/02/2011



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES 2006 ROAD BOND PROGRAM

RFQ NUMBER: 11WCRFQ1005

**INITIAL RFQ SUBMITTALS TO BE RECEIVED ON OR BEFORE:
June 27, 2011 – 3:00 PM**

SUBMITTALS WILL BE PUBLICLY ACKNOWLEDGED: June 27, 2011 – 3:00 PM

Due to an open-ended deadline, RFQ submittals will be accepted after the initial June 27, 2011 date. This will allow vendors to be evaluated and added to the prequalified list at any time. To make the list, evaluations will be completed, with vendor recommendations then to be brought in front of the Williamson County Commissioners Court for final approval. Please note that the evaluation/approval process may take several weeks and no vendor will be considered prequalified until receiving Commissioners Court approval. This RFQ will stay open until Williamson County determines to close it.

Overview

Williamson County, an Affirmative Action and Equal Opportunity Employer, proposes to design and construct improvements to both the County Road System and the State Highway System. New projects will include reconstructions and expansion of existing County Roads and State Highways. New location for major arterials included in the Williamson County Multi-Corridor Transportation Plan may also be considered. Funding for these projects is from the 2006 Road Bond election passed by Williamson County voters on November 7, 2006. All work will be performed on behalf of Williamson County and will be in compliance with all of the County's standards, procedures, and protocols.

The proposed work could include ***geotechnical, environmental/historical/archeological, survey (standard, aerial, and/or sub-surface mapping), materials inspection and testing, and/or context sensitive solutions (CSS)/landscape architecture.***

Section 1:

Qualifications Desired

Demonstrated competence and qualifications will be a major consideration in the evaluation process. In your Request for Qualifications (RFQ) submittal, please provide information about your firm, also include a list of three (3) business references and be sure to include name, address, contact name, e-mail address (if available), phone and fax numbers.

Scope

Responding to this RFQ with qualifications is for vendors to provide any or all of the above outlined services on a project-by-project basis. To be considered, a provider (or sub-provider(s) proposed on a team) may utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. **If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 50% of the actual contract work.**

Any or all of the following TxDOT pre-certified work categories may be considered in evaluating firm qualifications: 2.1.1 Traffic Noise Analysis; 2.2.1 Air Quality Analysis; 2.3.1 Wetland Delineation; 2.4.1 Nationwide Permit; 2.4.2 §404 (Title 33, United States Code §1344) Individual Permits (including mitigation and monitoring); 2.4.3 U.S. Coast Guard and U.S. Army Corps of Engineers §10 (Title 33, United States Code §403) Permits; 2.5.1. Water Pollution Abatement Plan; 2.6 Protected Species Coordination; 2.6.1. Protected Species Determination (Habitat); 2.6.2 Impact Evaluation Assessments; 2.6.3 Biological Surveys; 2.7.1 §4(f) (Title 23, United States Code of Federal Regulations §771.135) and/or §6(f) (Title 49, United States Code §303) Evaluations; 2.8.1. Surveys, Research and Documentation of Historic Buildings, Structures, and Objects; 2.9.1. Historic Architecture; 2.10.1 Archeological Surveys, Documentation, Excavations, Testing Reports and Data Recovery Plans; 2.11.1 Historical and Archival Research; 2.12.1. Socio-Economic and Environmental Justice Analyses; 2.13.1 Hazardous Materials Initial Site Assessment; 2.14.1 Environmental Document Preparation; 9.1.1. Bicycle and Pedestrian Facility Development; 12.1 Material Testing; 12.1.1 Asphaltic Concrete; 12.1.2 Portland Cement Concrete; 12.2.1 Plant Inspection and Testing; 14.1.1 Soil Exploration; 14.2.1 Geotechnical Testing; 14.3.1 Transportation Foundation Studies; 14.4.1 Building Foundation Studies; 15.1 Right of Way Surveys; 15.1.1 Survey; 15.1.2 Parcel Plats; 15.1.3 Legal Descriptions; 15.1.4 Right of Way Maps; 15.2.1 Design and Construction Survey; 15.3.1 Aerial Mapping; 15.4.1 Horizontal and Vertical Control for Aerial Mapping; 15.5.1 State Land Surveying.

Providers will be evaluated from statements of qualifications including staff capability/experience and similar project related experience of the proposed project manager(s) and team members, if a team is proposed.

Format for Submittals of Qualifications

Please limit the Request for Qualifications submittal to twelve (12) 8 ½" x 11" pages, 12 pitch font size, and single sided. The RFQ submittal should include:

- ❖ an organizational chart containing the names, addresses, telephone, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category;
- ❖ the confirmation agreement of proposed team individuals to perform the identified contract responsibilities if the team is selected;
- ❖ the prime provider's proposed project manager(s) and key personnel proposed;
- ❖ the team or firm capabilities;
- ❖ special project related experience;
- ❖ project related experience performed since TxDOT pre-certification;
- ❖ other pertinent information addressed in the notice, including references for related projects. References must include client contract information (address, telephone, name, and fax number).
- ❖ supporting attachments and/or appendices (related cover/title page, project graphics, resumes, and Williamson County Conflict of Interest Statement) are not included in the twelve-page limit, **but should be conservative in their inclusion.**
- ❖ using the least amount of plastic/laminate or other non-recyclable binding materials.

Contacts

Any questions, clarifications or requests for general information should be directed to:

Purchasing Questions

Jonathan Harris
Williamson County Purchasing Office
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
(512) 943-1692
joharris@wilco.org

Technical Questions

Michael J. Weaver
Prime Strategies
1508 S. Lamar Blvd
Austin, Texas 78704
(512) 445-7074
mike@primestrategies.net

Evaluation Criteria

Request for Qualifications submittals will be ranked according to the criteria outlined below. A list of pre-qualified firms will be provided to the County Commissioners Court. Awarding of future design contracts will be made by the Williamson County Commissioners Court.

<u>Criteria</u>	<u>Points</u>
References	40
Performance and Qualifications	60

Submittal of RFQ Response

One (1) original RFQ response and four (4) copies must be submitted. The responses must be marked "original" and "copy". In addition, one (1) PDF electronic copy of the entire RFQ must be submitted on a CD in the sealed envelope with the original hard copy of the RFQ response.

All copies must have the same attachments as the original. Please incorporate the least amount of plastic/laminate or other non-recyclable binding materials.

Qualifications must be submitted in a sealed envelope clearly marked **Request for Qualifications for Professional Services, 2006 Road Bond Program**, and the RFQ number, **11WCRFQ1005**. If an overnight delivery service is used, the RFQ name and number must be clearly marked on the outside of the delivery service envelope. RFQ response must be addressed to **Williamson County Purchasing Department, Williamson County Inner Loop Annex, Attn: Jonathan Harris, 301 SE Inner Loop - Suite 106, Georgetown, Texas 78626**.

By submitting the RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Location Directions

Please see **page 5** of this document for a map and directions to the Williamson County Inner Loop Annex.

Williamson County Conflict of Interest Statement

On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit, Williamson County Conflict of Interest Statement, can be found on **Page 6** of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

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

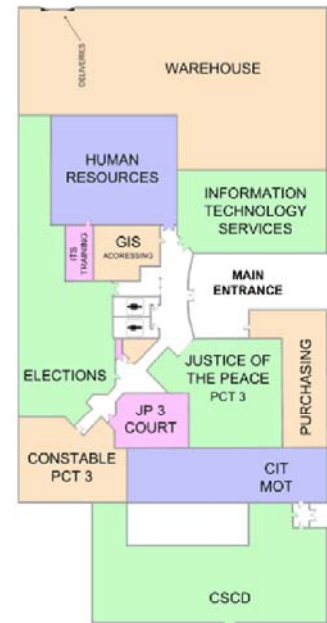
At stop sign, go left under the overpass

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





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)

CONTRACT DOCUMENT

Starting on the following page is a sample Professional Services Agreement (PSA), being provided at this time simply for review. If a contractor is approved for prequalification and is chosen from the prequalification list to provide their services to the County, at that time it will be required that a PSA be completed between the contractor and the County.

The only anticipated changes in the PSA contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed contract will be substantively and substantially derived from the attached contract, each contractor is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract.

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue and Governing Law	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	11
G.	Property Taxes	11
H.	Successors and Assigns	11
I.	Bidding Exemption	11
J.	Taxpayer Identification	11
K.	Compliance with Laws	11
L.	Reports of Accidents	11
M.	Definition of Engineer	12
N.	Gender, Number and Headings	12
O.	Incorporation of Exhibits & Attachments	12
P.	Entity Status	12
Q.	Construction	12
R.	Independent Contractor Relationship	12
S.	No Waiver of Immunities	12
T.	Interest and Late Payments	12
U.	Texas Public Information Act	13
V.	Acknowledgement	13
W.	Governing Terms and conditions	13
X.	Entire Agreement	13
	Signature Page	14

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	15
	Attachment A – Work Authorization	17
EXHIBIT II	<i>Hourly Rates</i>	19
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	20
EXHIBIT IV	<i>Production Schedule</i>	21
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	22
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	24
EXHIBIT VII	<i>Insurance Requirements</i>	26
APPENDIX A	<i>Scope of Services</i>	27
APPENDIX B	<i>Engineer's Qualification Statement</i>	28

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and _____ (**the "Engineer"**).

WHEREAS, **County** proposes to construct a _____;

WHEREAS, **County** desires to obtain professional services for _____ (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

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

Section I Employment of the Engineer

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II

Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III

Fee schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

Section IV

Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within _____ calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or

more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.

- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI

Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product

Engineer shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructible, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.
- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any responsibility or liability for the accuracy and competency of his designs, working

drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor

any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

Section IX

Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy.
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X

Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.

- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
 - (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: _____

COUNTY: Williamson County Judge
 Dan Gattis (or successor)
 710 Main Street, Ste. 101
 Georgetown, Texas 78626

with copy to: Hal C. Hawes
 Legal Advisor
 Office of Williamson County Judge
 710 Main Street, Suite 200
 Georgetown, Texas 78626

and to: Prime Strategies, Inc.
 1508 South Lamar Blvd.
 Austin, Texas 78704
 Attn: Michael Weaver

and to: HNTB
 14 Galloping Road
 Round Rock, Texas 78681
 Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure
 3151 S.E. Inner Loop, Suite B
 Georgetown, Texas 78626
 Attn: Robert B. Daigh, P.E.

and to: _____

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.

- M. **Definition of Engineer.** The term “**Engineer**” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a _____, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County’s** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor’s receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County’s** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 200____.

THE ENGINEER:

[Insert Company Name *HERE*]

WILLIAMSON COUNTY:

BY:_____

BY:_____

Printed Name:_____

Williamson County Judge

Title:_____

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

County Contracts
Management Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$_____.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from

delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$_____, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.

- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. _____

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and _____ (*the "Engineer"*).

Part1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 200__.

ENGINEER:

[Insert Company Name HERE]

COUNTY:

Williamson County, Texas

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

County Judge

Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

1. Senior Engineer.....\$_____
2. Graduate Engineer.....\$_____
3. Technician.....\$_____
4. Secretary/Clerical.....\$_____
5. Expert Witness Testimony.....\$_____

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.
4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for ***Engineer*** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.
3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.
4. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

Procedures for ***Engineer*** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to ***County***, but shall be retained by ***Engineer*** unless requested by ***County***.
2. During the period of suspension, ***Engineer*** may submit the above-referenced statement to ***County*** for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for **Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, **Engineer** agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$_____ per occurrence and \$_____ in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$_____ per occurrence and \$_____ in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$_____.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Engineer** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

Budget Amendment

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge addition expenditures for JP#4

Background

JP#4 has had a large number of autopsies ordered this year. They have moved funding available within their departmental budget to cover as much as they can. However, with autopsies costing \$2,300 each, this doesn't begin to cover the deficit.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0454-004190	JP#4 / Autopsies	\$70,200	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/31/2011 01:55 PM	APRV
4	Budget (Originator)	Ashlie Koenig	05/31/2011 02:03 PM	APRV
7	Budget (Originator)	Ashlie Koenig	06/02/2011 10:53 AM	APRV

Form Started By: Ashlie Koenig Started On: 05/27/2011 02:20 PM

Final Approval Date: 06/02/2011

Title IV-E BA 06-07-2011**Commissioners Court - Regular Session**

Date: 06/07/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for County Attorney Title IV-E Child Welfare Legal Services:

Background

Due to staffing changes at Justice Benefits and the County Auditor's Office, the Title IV-E Child Welfare Legal quarterly reimbursement claims were delayed in filing. This resulted in FY 2010 payments being received in FY 2011. The fees due to Justice Benefits will be paid in the same fiscal year as revenue received. The revenue received for 2010 reimbursements will offset the expenditures for filing the prior year claims. The claims are current at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370504	Title IV-E Reimbursements	\$23,000.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/31/2011 02:54 PM
 Final Approval Date: 06/01/2011

Title IV-E BA 06-07-2011**Commissioners Court - Regular Session**

Date: 06/07/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of County Attorney Title IV-E Child Welfare Legal Services funds:

Background

Due to staffing changes at Justice Benefits and the County Auditor's Office, the Title IV-E Child Welfare Legal quarterly reimbursement claims were delayed in filing. This resulted in FY 2010 payments being received in FY 2011. The fees due to Justice Benefits will be paid in the same fiscal year as revenue received. The revenue received for 2010 reimbursements will offset the expenditures for filing the prior year claims. The claims are current at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.003312	Justice Benefits	\$23,000.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/31/2011 02:58 PM
 Final Approval Date: 06/01/2011

Park Donations Budget Amendment 06-07-2011

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include \$300 from Baker-Aicklen & Associates for hot dogs for Dino Day, \$1,500 from Kohl's for children's projects at the parks, and \$1,500 from Kohl's for general parks programming.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$3,300.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 06/02/2011 08:10 AM
 Final Approval Date: 06/02/2011

Park Donations Budget Amendment 06-07-2011

Commissioners Court - Regular Session

Date: 06/07/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Background

Donations include \$300 from Baker-Aicklen & Associates for hot dogs for Dino Day, \$1,500 from Kohl's for children's projects at the parks, and \$1,500 from Kohl's for general parks programming.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$3,300.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 06/02/2011 08:14 AM
Final Approval Date: 06/02/2011
