

AGENDA ITEM 40

Consider authorizing advertising and setting date to receive sealed bids for disposal of toner and printer cartridges.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and to set date of July 2, 2001, at 3:00 p.m. to receive sealed bids for disposal of toner and printer cartridges.

Vote: 4 - 0

AGENDA ITEM 41

Consider approving resolution and agreement with TexPool for Tax Assessor/Collector Highway Account funds.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve resolution and agreement with TexPool for Tax Assessor/Collector Highway Account funds.

Vote: 4 - 0

< Attachment >



BANK INFORMATION SHEET

EFFECTIVE DATE: _____

Please check all that apply.

- ☒ Add new account ☒ Wire and ACH*
☐ Change Information ☐ Wire Only
☐ ACH Only*

Williamson County Tax Assessor/Collector

Participant Name

710 S. Main St., Suite 102

Street Address

710 S. Main St., Suite 102

Mailing Address

Georgetown

City

TX

State

78626

Zip

Williamson

County

Location

Series

Fund

Highway Account

Account Name

Primary Representative

(512) 943-1642

Phone

(512) 943-1618

Fax

INSTRUCTIONS

Bank Name: Union State BankBank Address: P.O. Box 600City: Florence, Texas Zip: 76527 County: WilliamsonBank ABA No. (9 digits): 114910565Bank Account No: 37002554Bank Account Name: Williamson County - Highway AccountBank Contact: Carolyn Hill

Correspondent Bank (if any) Name/City: _____

Bank ABA No: _____ Account Name: _____ Account No: _____

CONFIRM THE INSTRUCTIONS FOR WIRE AND ACH TRANSFERS WITH YOUR LOCAL BANK. ACH INSTRUCTIONS MAY VARY FROM YOUR BANK'S WIRING INSTRUCTIONS IF THE LOCAL BANK IS NOT ON-LINE WITH THE FEDERAL RESERVE. IF ACH INSTRUCTIONS DIFFER FROM WIRING INSTRUCTIONS, PLEASE COMPLETE AN ADDITIONAL BANK INFORMATION SHEET.

* If ACH availability is selected, I hereby authorize Chase Bank of Texas to directly deposit and withdraw funds by means of ACH electronic transfer to and from the financial institution and the account designated above ("Designated Account"). I agree that this authorization may be withdrawn with at least 45-days advance written notice to TexPool Participant Services. I understand that the Trust Company reserves the right to discontinue ACH electronic transfer without advance notice. I also authorize Chase Bank of Texas to deduct from the Designated Account or from subsequent deposits made to the Designated Account all amounts deposited in error. In the event the Designated Account is closed or contains an insufficient balance to allow deduction for amounts deposited in error, I agree that Chase Bank of Texas may withhold any payments owing to me by the State of Texas until such amounts deposited in error are repaid. Likewise, I authorize Chase Bank of Texas to credit all amounts withdrawn in error to Designated Account.

NOTE: This authorization must be executed by two current Authorized Representatives of the Participant as set forth in the duly enacted Resolution of the Participant which is on file with TexPool.

As a current Authorized Representative, I certify that the above information is both true and correct.

Authorized Representative Signature

Alma Russell

Printed Name

Operations Manager - Motor Title Vehicle

5-1601

Date

Authorized Representative Signature

Cathy Atkinson

Printed Name

Accounting Manager

Title

5-16-01

Date



Texas Local Government Investment Pool

Participation Agreement

PREAMBLE

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting by and on behalf of the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of the Texas Local Government Investment Pool (TexPool), and Williamson County Tax Assessor/Collector (the "Participant").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of public funds investment pools to which any local government may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local investment funds;

WHEREAS, the Trust Company is a limited purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool is a public funds investment pool, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS; the Participant has determined that it is authorized under the Acts and other applicable law to enter into this Agreement; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for potential enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement for the Trust Company to obtain professional private management services and/or a potential assignment of the Trust Company's managerial obligations relative to Texpool.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

**ARTICLE I.
DEFINITIONS**

"Account" shall mean any account or accounts, including any sub accounts, established by the Participant in TexPool in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller who is designated in writing by the Comptroller to act as the authorized Trust Company representative for purposes of the Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Policy, as amended from time to time, relating to the investment and management of funds in TexPool as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed an Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing that entity participation in TexPool and designating persons to serve as Authorized Representatives of the Participant.

**ARTICLE II.
GENERAL ADMINISTRATION**

Section 2.01. TexPool Defined.

- (a) TexPool is a public funds investment pool created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of the Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool, computed on a daily basis.

Section 2.05. Independent Audit. TexPool is subject to annual review by an independent auditor consistent with the Investment Act. In addition, reviews of TexPool may be conducted by the State Auditor's Office and by the Internal Auditor of the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool and the providing of reports and information herein required.

**ARTICLE III.
PARTICIPATION REQUIREMENTS**

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool.

Section 3.02. Operating Procedures

- (a) The Participant acknowledge receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

**ARTICLE IV.
INVESTMENTS**

Section 4.01. Investments. All monies held in TexPool shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. TexPool's available funds that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas or any designated custodian account. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank or any designated custodian account.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account or any designated custodian account. If an alternative investment can be secured after the failure of the trade to settle, TexPool will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool may be commingled with all other monies held in TexPool for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool, as further provided for in the Operating Procedures.

**ARTICLE V.
FEES, EXPENSES AND REPORTS**

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the *Participant*:

Participant Name: Williamson County Tax Assessor/Collector
Address: 710 S. Main St., Suite 102
City, State, Zip: Georgetown, TX 78626
Telephone: (512) 943-1642 Fax: (512) 943-1618

To *Trust Company* with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool
P.O. Box 12608
Austin, TX 78711-2608
Telephone: (512) 463-2950
FAX No.: (512) 463-0823

To *TexPool* with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
First Southwest Asset Management, Inc.
1700 Pacific Avenue, Suite 1300
Dallas, TX 75201-4652
Telephone: 1-888-839-7665 or (214) 953-4064
FAX No.: (214) 953-8777

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 74-6000978. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. In the Event the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

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Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool to any successor pool.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT**TEXAS TREASURY SAFEKEEPING TRUST COMPANY**

Comptroller of Public Accounts

Signature: *Mike Heiligenstein*
 Mike Heiligenstein, Commissioner, for
 Printed Name: John Doerfler

Signature: _____

Printed Name: _____

Title: County Judge

Title: _____

Date: 6-12-01

Date: _____

CERTIFICATE OF INCUMBENCY

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the 12th day
 of June, ²⁰⁰¹199.

Signature: *Nancy E. Rister*
 Name: Nancy E. Rister
 Title: County Clerk



**RESOLUTION
AMENDING AUTHORIZED REPRESENTATIVES**

WHEREAS, WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. These individuals will be issued P.I.N. numbers.

1. Name	<u>ALMA RUSSELL</u>	Title	<u>OPERATIONS MANAGER/MOTOR VEHICLE</u>
Signature	<u><i>Alma Russell</i></u>	Direct Phone Number	<u>(512) 943-1642</u>
2. Name	<u>DONNA JAROSEK</u>	Title	<u>VEHICLE INVENTORY TAX SPECIALIST</u>
Signature	<u><i>Donna Jarosek</i></u>	Direct Phone Number	<u>(512) 943-1603</u>
3. Name	<u>VIVIAN L. WOOD</u>	Title	<u>COUNTY TREASURER</u>
Signature	<u><i>Vivian L. Wood</i></u>	Direct Phone Number	<u>(512) 943-1585</u>

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name CATHY ATKINSON

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

4. Name KARI SCHROEDER Title ACCOUNTING ASSISTANT

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 12th day JUNE, 2001.

NAME OF PARTICIPANT: WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR

BY:

John C. Doerfler
Signature

JOHN DOERFLER

Printed Name

COUNTY JUDGE

Title

ATTEST:

Nancy E. Rister
Signature

Nancy E. Rister

Printed Name

County Clerk

Title



OFFICIAL SEAL.

List the Authorized Representatives of the Participant. These individuals will be issued P.I.N. numbers.

1. Name	<u>DEBORAH M. HUNT</u>	Title	<u>TAX ASSESSOR/COLLECTOR</u>
Signature	<u><i>Deborah M. Hunt</i></u>	Direct Phone Number	<u>(512) 943-1601</u>
2. Name	<u>JOSEPH W. PONDROM</u>	Title	<u>CHIEF DEPUTY TAX ASSESSOR/COLLECTOR</u>
Signature	<u><i>Joseph W. Pondrom</i></u>	Direct Phone Number	<u>(512) 943-1641</u>
3. Name	<u>CATHY ATKINSON</u>	Title	<u>ACCOUNTS MANAGER</u>
Signature	<u><i>Cathy Atkinson</i></u>	Direct Phone Number	<u>(512) 943-1544</u>

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name CATHY ATKINSON

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

4. Name KARI SCHROEDER Title ACCOUNTING ASSISTANT

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 12th day June, 2001.

NAME OF PARTICIPANT: WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR

BY:

John C. Doerfler
Signature

JOHN DOERFLER
Printed Name

COUNTY JUDGE
Title

ATTEST:

Nancy E. Rister
Signature

Nancy E. Rister
Printed Name

County Clerk
Title



OFFICIAL SEAL.

AGENDA ITEM 42

Discuss and take appropriate action on Schroeder/Bohlmann agreement to prorate the crop proceeds and expenses for the 2001 crop.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve Schroeder/Bohlmann agreement to prorate the crop proceeds and expenses for the 2001 crop with the seller paying taxes for a 5-month period and with the county receiving 7/12ths of the crop and the seller receiving 5/12ths of the crop.

Vote: 4 - 0

< Attachment >

LAW OFFICES OF
LELAND R. ENOCHS

700 N. Main Street • P.O. Box 751 • Taylor, TX 76574
Phone 512-352-3626 • FAX 512-352-8001

LELAND R. ENOCHS
AMY A. McLEAN

May 30, 2001

Commissioner Frankie Limmer
412 Vance , Suite 213
Taylor, TX 76574

Re: Schroeder/Bohlmann Sale of 135 acres to Williamson County

Dear Commissioner Limmer:

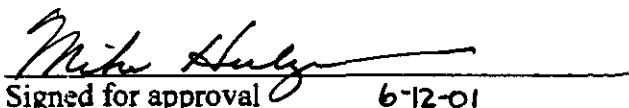
The contract between our client and the county for the above referenced transaction did not provide for a division of proceeds from growing crops. This may very well been due to the fact that it was negotiated at a time when there were no crops, and a closing anticipated before this years planting. Nevertheless, my clients are agreeable to prorate the crop proceeds and expenses related thereto.

This will confirm our conversation this date and agreement of the parties to divide crops and farming expenses upon a five-month to seller and a seven-month to buyer proration. The actual exchange of money, of course, would not take place until after harvesting and sale of those crops. If this accurately reflects our agreement, I would appreciate you signing a copy of this letter and returning it to my office.

Sincerely,



Leland R. Enoch
LRE:bg
Cc: Roy Schroeder


Signed for approval 6-12-01