

AGENDA ITEM 21

Discuss and consider granting approval of License Agreement for Teravista Community Associates.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To grant approval of License Agreement for Teravista Community Associates.

Vote: 5 - 0

< Attachment >

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("COUNTY"), and TERAVIDA COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation ("Licensee"), enter into this License Agreement ("Agreement") on this the 25th day of September 2001, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The COUNTY grants to Licensee, its successors and assigns, permission to use the licensed property for the following purposes only:

To allow the installation of landscaping, lighting, fencing, entryway monuments, marketing signage, sidewalks and irrigation into the public right-of-ways dedicated from time to time within and adjacent to the Teravisa subdivision.

Teravista, hereinafter referred to as the "licensed property," is further shown on Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

The COUNTY makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The COUNTY, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the licensed property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter or improve the licensed property subject to this Agreement pursuant to official action by the governing body of the COUNTY or its successors. The

COUNTY does, however, agree to give Licensee at least sixty (60) days' written notice of such action and shall cooperate with Licensee to effect the relocation of Licensee's installations and improvements in the event of such widening, altering or improvement of such street areas and, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of such street areas so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, upon twenty-four (24) hours prior notice to Licensee, the COUNTY retains the right to enter upon the licensed property, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the COUNTY'S rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the COUNTY and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be

provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the COUNTY on or before the date Licensee begins construction of Licensee's improvements contemplated in this Agreement.

So long as Licensee is using the licensed property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

Licensee shall indemnify and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments and expenses, including attorney's fees, or other liability for personal injury, death or damage to any person or property which is proximately caused by Licensee's construction and location of the landscape improvements and the irrigation system, or Licensee's actions or inactions in

maintaining the landscape improvements and irrigation system located on the licensed property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been, or is entitled to be compensated by insurance provided under Article IV above, or (ii) which are proximately caused by the negligent or willful acts of the COUNTY, its agents, employees or contractors; provided, however, that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of existing facilities resulting from licensee's activities. Further, Licensee shall reimburse the COUNTY for all costs of replacing or repairing any property of the COUNTY or of others which was damaged or destroyed resulting from licensee's activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the COUNTY; such removal shall be completed within thirty (30) days following receipt of a written request by the COUNTY to do so.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced as the result of licensee's activities shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the COUNTY shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 30-day period, the COUNTY may perform the work or contract for the completion of the work. Licensee agrees to pay, within thirty (30) days of written demand by the COUNTY, all costs and expenses incurred by the COUNTY in completing the work.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement, and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, as to such portion or

portions abandoned, shall expire and terminate following thirty (30) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the COUNTY shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. TERMINATION

A. Termination By Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it may remove installations that it made from the licensed property within the 30-day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination By County. This Agreement may be revoked at any time by resolution of the Williamson County Commissioners Court if such revocation is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the COUNTY

and deemed to be in the public interest if:

1. the licensed improvements, or a portion of them, interfere with the COUNTY'S right-of-way;
2. use of the licensed property becomes necessary for a public purpose;
3. the licensed improvements, or a portion of them, constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the COUNTY receives no substantive response within thirty (30) days following written notification to Licensee, then the COUNTY may remove and/or replace all licensed improvements.

IX. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

X. VENUE

Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.

XI. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XII. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance and Security Deposit requirements set forth herein, if any, Licensee shall furnish to the COUNTY a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

Teravista Community Association, Inc.

C/o Newland Communities

P. O. Box 1238

Round Rock, Texas 78680

with copies to:

And To COUNTY At:

Attention: _____

or to such other addresses which either party may so designate by sending notice as aforesaid.

TERMS AND CONDITIONS ACCEPTED, this the 23 day of October, 2001.

APPROVED AS TO FORM:

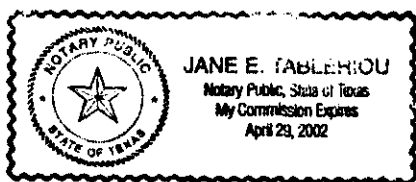
WILLIAMSON COUNTY

County Attorney

By: John C. Doeffer 10-23-01
Name: John C. Doeffer
Title: County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 23 day of October, 2001, by John C. Doeffer, as County Judge, of WILLIAMSON COUNTY, a political subdivision of the state of Texas on behalf of said political subdivision.



Jane E. Tableriou
NOTARY PUBLIC, State of Texas

LICENSEE:

Teravista Community Association, Inc.
A Texas Non-Profit Corporation

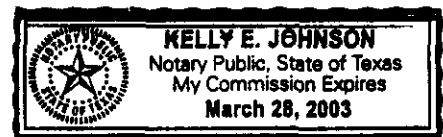
By: [Signature]
Name: H. Tyler Johnston
Title: President

By: [Signature]
Name: Janice D. Stone
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 25th day of September 2001 by H. Tyler Johnston, President, and Janice D. Stone, Secretary, on behalf of said corporation.

[Signature]
NOTARY PUBLIC, State of Texas



| ACORD_{TM} INSURANCE BINDER | | This supersedes and corrects Binder B01100307944 | | DATE 10/04/2001 | |
|---|--|---|--|---|--|
| THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM. | | | | | |
| PRODUCER Davis-Dyer-Max, Inc. P.O. Box 495429 Garland, TX 75049 | | PHONE (A/C, No, Ext): (972) 864-0400 FAX (972) 278-8400 | | COMPANY Philadelphia Insurance Company BINDER # B01100407947 | |
| CODE: | | SUB CODE: | | THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: | |
| AGENCY CUSTOMER ID: 00006892 INSURED TERAVISTA HOA % CCMC 7557 Rambler Rd. Ste 850 Dallas, TX 75231 | | DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) Location: Chandler Road, Round Rock, TX | | | |
| EFFECTIVE DATE 09/27/2001 | | TIME 12:01 | | EXPIRATION DATE 10/27/2001 | |
| | | X | | AM PM NOON | |

| COVERAGES | | LIMITS | | |
|---|--|------------------------------|---------|--------------|
| TYPE OF INSURANCE | COVERAGE/FORMS | DEDUCTIBLE | COINS % | AMOUNT |
| PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC | | | | |
| GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | EACH OCCURRENCE | | \$ 1,000,000 |
| | | FIRE DAMAGE (Any one fire) | | \$ 50,000 |
| | | MED EXP (Any one person) | | \$ 5,000 |
| | | PERSONAL & ADV INJURY | | \$ 1,000,000 |
| | | GENERAL AGGREGATE | | \$ 2,000,000 |
| | | PRODUCTS - COMP/OP AGG | | \$ 2,000,000 |
| | RETRO DATE FOR CLAIMS MADE: | | | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | COMBINED SINGLE LIMIT | | \$ |
| | | BODILY INJURY (Per person) | | \$ |
| | | BODILY INJURY (Per accident) | | \$ |
| | | PROPERTY DAMAGE | | \$ |
| | | MEDICAL PAYMENTS | | \$ |
| | | PERSONAL INJURY PROT | | \$ |
| | | UNINSURED MOTORIST | | \$ |
| | | | | \$ |
| AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL: | <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES | ACTUAL CASH VALUE | | |
| | | STATED AMOUNT | | \$ |
| | | OTHER | | |
| GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | AUTO ONLY - EA ACCIDENT | | \$ |
| | | OTHER THAN AUTO ONLY: | | |
| | | EACH ACCIDENT | | \$ |
| | | AGGREGATE | | \$ |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | RETRO DATE FOR CLAIMS MADE: | EACH OCCURRENCE | | \$ |
| | | AGGREGATE | | \$ |
| | | SELF-INSURED RETENTION | | \$ |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | WC STATUTORY LIMITS | | |
| | | E.L. EACH ACCIDENT | | \$ |
| | | E.L. DISEASE - EA EMPLOYEE | | \$ |
| | | E.L. DISEASE - POLICY LIMIT | | \$ |
| SPECIAL CONDITIONS/ OTHER COVERAGES | Additional Insured: CAPITAL CONSULTANTS MANAGEMENT CORP. Additional Insured: WILLIAMSON COUNTY, TEXAS | FEES | | \$ |
| | | TAXES | | \$ |
| | | ESTIMATED TOTAL PREMIUM | | \$ |

| NAME & ADDRESS | | MORTGAGEE | | X | | ADDITIONAL INSURED | |
|---|--|---------------------------|--|---|--|--------------------|--|
| Capital Consultants Management Corp. 7557 Rambler Rd. Suite 850 Dallas, TX 75231 | | LOSS PAYEE | | | | | |
| | | LOAN # | | | | | |
| | | AUTHORIZED REPRESENTATIVE | | | | | |
| | | Larry Hughston | | | | | |

| | | | | | |
|--|--|---|--|---|--|
| ACORD™ INSURANCE BINDER | | This supersedes and corrects Binder 801100307945 | | DATE 10/04/2001 | |
| THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM. | | | | | |
| PRODUCER Davis-Dyer-Max, Inc. P.O. Box 495429 Garland, TX 75049 | | PHONE (AC. No. Ext): (972)864-0400 FAX (972)278-8400 | | COMPANY Fireman's Fund BINDER # B01100407948 | |
| CODE: | | SUB CODE: | | THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: | |
| AGENCY CUSTOMER ID: 00006892 INSURED | | DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) LOCATION: CHANDLER ROAD, ROUND ROCK, TX | | | |
| TERAVISTA HOA % CMC 7557 Rambler Rd. Ste 850 Dallas, TX 75231 | | | | | |

| COVERAGES | | LIMITS | | |
|---|--|------------------------------|---------|--------------|
| TYPE OF INSURANCE | COVERAGE/FORMS | DEDUCTIBLE | COINS % | AMOUNT |
| PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC | | | | |
| GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | | EACH OCCURRENCE | | \$ |
| | | FIRE DAMAGE (Any one fire) | | \$ |
| | | MED EXP (Any one person) | | \$ |
| | | PERSONAL & ADV INJURY | | \$ |
| | | GENERAL AGGREGATE | | \$ |
| | | PRODUCTS - COMP/OP AGG | | \$ |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | COMBINED SINGLE LIMIT | | \$ |
| | | BODILY INJURY (Per person) | | \$ |
| | | BODILY INJURY (Per accident) | | \$ |
| | | PROPERTY DAMAGE | | \$ |
| | | MEDICAL PAYMENTS | | \$ |
| | | PERSONAL INJURY PROT | | \$ |
| | | UNINSURED MOTORIST | | \$ |
| AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL: | <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES | ACTUAL CASH VALUE | | |
| | | STATED AMOUNT | | \$ |
| | | OTHER | | |
| GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | AUTO ONLY - EA ACCIDENT | | \$ |
| | | OTHER THAN AUTO ONLY: | | |
| | | EACH ACCIDENT | | \$ |
| | | AGGREGATE | | \$ |
| EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | EACH OCCURRENCE | | \$ 9,000,000 |
| | | AGGREGATE | | \$ 9,000,000 |
| | | SELF-INSURED RETENTION | | \$ |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | WC STATUTORY LIMITS | | |
| | | E.L. EACH ACCIDENT | | \$ |
| | | E.L. DISEASE - EA EMPLOYEE | | \$ |
| | | E.L. DISEASE - POLICY LIMIT | | \$ |
| SPECIAL CONDITIONS/ OTHER COVERAGES | Additional Insured: CAPITAL CONSULTANTS MANAGEMENT CORP. Additional Insured: WILLIAMSON COUNTY, TEXAS | FEES | | \$ |
| | | TAXES | | \$ |
| | | ESTIMATED TOTAL PREMIUM | | \$ |

| | | | | |
|---|--|---|-------------------------------------|---|
| NAME & ADDRESS Capital Consultants Management Corp. 7557 Rambler Rd. Suite 850 Dallas, TX 75231 | | MORTGAGEE <input checked="" type="checkbox"/> | LOSS PAYEE <input type="checkbox"/> | ADDITIONAL INSURED <input type="checkbox"/> |
| | | LOAN # | | |
| | | AUTHORIZED REPRESENTATIVE Larry Hughston <i>Larry Hughston</i> | | |

ACORD 75-S (1/98)

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE

©ACORD CORPORATION 1993

AGENDA ITEM 22

Discuss and consider approving the preliminary plat for Summit at Brushy Creek.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the preliminary plat for Summit at Brushy Creek.

Vote: **4 – 0** with Commissioner Boatright absent from the dais.

AGENDA ITEM 23

Consider amending 2002 Budget Order to include the following two additions:

1. Section 18(b) should read "A Benefits Committee composed of the County Judge, one County Commissioner and three other persons selected from Department Heads and employees."
2. Section 10(addition to item (j) should read " The EMS Director, each Shift Captain's position."

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To amend the 2002 Budget Order to include the following two additions:

1. Section 18(b) should read "A Benefits Committee composed of the County Judge, one County Commissioner and three other persons selected from Department Heads and employees."
2. Section 10(addition to item (j) should read " The EMS Director, each Shift Captain's position."

Vote: **4 – 0** with Commissioner Boatright absent from the dais.

< Attachment >

STATE OF TEXAS

COUNTY OF WILLIAMSON

**AN ORDER ADOPTING THE 2002 COUNTY BUDGET
(as amended Sept. 11, 2001)
(as amended October 23, 2001)**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from County officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2002;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Judge and amended by the Commissioners Court be adopted with the following provisions:

1. Definitions.

a. "Authorized paid leave" includes holidays, sick leave, vacation, compensatory time taken, personal leave, military leave, jury duty, and all similar forms of compensation allowed by the annual budget order.

b. "Employees not subject to the plan" includes all employees who are not subject to the guaranteed salary with fluctuating hours plan ("the plan").

c. "Employees subject to the plan" includes all employees who are subject to the plan, as defined above. These employees include only those working in the Emergency Medical Service, Juvenile Detention and Academy, Communications, and Deputy Constables.

d. "Exempt employees" include all county and precinct officials, department heads, and employees who are not subject to the overtime regulations of the Federal Fair Labor Standards Act, or whose working hours are not restricted by that Act. Exempt employees will be identified as such by the Williamson County Human Resources Department after consultation with the elected official or other department head.

e. "Nonexempt employees" include all county and precinct employees who have not been identified as exempt employees by the Williamson County Human Resources Department.

f. "Officials" includes District, County and Precinct officials and any other officials for which the Commissioners Court has the authority to adopt a budget, and any official, employee, or agency that receives County funds. The provisions of this Order relating to authorized paid leave do not apply to elected officials, the County Auditor, or the Chief Juvenile Probation Officer.

g. "Part-time employees" includes all employees, other than temporary or seasonal employees, who are scheduled to work less than 40 hours per week. The elected official or other department head must identify all such employees to the Human Resources Department to assure that their compensation and benefits will be properly calculated and paid.

h. "Temporary and seasonal employees" include all employees hired for a period not to exceed 90 days. Such employees do not accrue longevity, sick leave, or vacation (but shall receive any paid holidays that occur during a week in which the employee works at least 24 hours). If an employee originally intended to be temporary remains for more than 90 days, they will be treated like all other employees for salary and benefit purposes, but will receive no retroactive salary or benefits

Salary

2. Salaries for County and Precinct Officials are set as follows:

| | | |
|--|----------------------|----------|
| a. Judge of the County Court | \$ <u>85,023.75</u> | per year |
| b. Judge of the County Court at Law #1 | \$ <u>104,550.00</u> | per year |
| c. Judge of the County Court at Law #2 | \$ <u>104,550.00</u> | per year |
| d. Judge of the County Court at Law #3 | \$ <u>104,550.00</u> | per year |
| e. County Attorney | \$ <u>104,550.00</u> | per year |
| f. County Sheriff | \$ <u>85,023.75</u> | per year |
| g. County Clerk | \$ <u>69,700.00</u> | per year |
| h. County Tax Assessor/Collector | \$ <u>71,750.00</u> | per year |
| i. District Clerk | \$ <u>69,700.00</u> | per year |
| j. County Treasurer | \$ <u>66,625.00</u> | per year |
| k. Each County Commissioner | \$ <u>66,625.00</u> | per year |
| l. Each Justice of the Peace | \$ <u>60,475.00</u> | per year |
| m. Each Constable | \$ <u>57,400.00</u> | per year |

3. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the minutes of the Commissioners Court meetings. No County or Precinct Official or Department Head is required to pay the maximum salary allowed; the actual salary to be paid to each employee may not exceed the maximum or vary from the county's new hire and promotion salary policies without prior approval from the County Judge's office. The actual salary is to be certified by the County Judge's office before the last day of the pay period. The County Judge's office will forward all approved payroll action sheets to the Human Resources Department. Overtime compensation shall be determined in accordance with the Overtime Policy below.

4. a. All employees of officials or employees in any other department, including any department head appointed by the Commissioners Court, shall be paid longevity pay above their regular salary set by the employing official or department head. Longevity pay is related solely to length of total service with the county.

b. Longevity pay shall begin with the pay period following the completion of five years employment and shall increase with the pay period following each additional five years of employment, to a maximum of twenty five (25) years. However, temporary and seasonal employment shall not contribute to longevity, and part-time employment after October 1, 1998, shall be credited only on a pro-rated basis. Part-time employees who are regularly scheduled for less than 20 hours per week shall not earn any longevity credit.

c. Longevity pay shall be paid twenty-six (26) times per year, as follows:

- \$12.00 per pay period after completing five years of employment;
- \$24.00 per pay period after completing ten years of employment;
- \$36.00 per pay period after completing fifteen years of employment;
- \$48.00 per pay period after completing twenty years of employment;
- \$60.00 per pay period after completing twenty-five years of employment.

\$60.00 per pay period shall be the maximum allowable longevity.

Overtime Policy

5. General Provisions on Overtime.

a. Statement of Intent.

i. The following rules regarding overtime represent an effort to go over and beyond the minimum requirements imposed by Federal law in the interest of fairness. The examples are designed as general illustrations of the principles involved, as well as of the sort of situations that the policy is intended to address.

ii. The Texas Constitution absolutely forbids counties from making a gift. Therefore, Williamson County cannot pay an employee any compensation that is not authorized in its budget. The allowances for authorized paid leave in the budget order are the exclusive forms of paid leave provided by the county to its employees. The county cannot legally pay someone for unworked hours that do not fall under one of these categories, or that exceed the maximum amount allowed. The department head may grant employees unpaid leave if they have exhausted their paid leave, but may not agree to make any payments not authorized by Commissioners Court. Except as otherwise provided in this Budget Order, the Human Resources Department and Auditor shall reject any departmental request to pay a full-time employee who has not actually worked 40 hours during a 7-day work period and is not entitled to authorized paid leave.

b. Work Period.

i. Except as provided below, the "work period" for purposes of calculations under the Fair Labor Standards Act shall be a 7-day week. Generally, nonexempt employees may only work 40.00 hours during a week without incurring an overtime obligation for the county.

ii. Employees who are trained peace or corrections officers primarily involved in law enforcement or corrections activities shall have a 14-day "work period" for purposes of calculations under the Fair Labor Standards Act. Nonexempt employees in these categories may work 85.00 hours during a work period without incurring an overtime obligation.

iii. Only hours actually worked count toward the overtime limit for nonexempt employees. Holidays, vacation, and other forms of paid leave do not contribute to the total number of hours worked in a work period.

iv. Although employees who are exempt or not subject to the Fair Labor Standards Act never have any federally-guaranteed right to overtime compensation, a department head may allow such employees flexible hours, even if this occasionally results in full pay for a week in which the employee works less than 40 hours, so long as the average work week of the employee exceeds 40 hours (including authorized paid leave).

Example 1: a felony prosecutor puts in 60 hours during a jury trial week, and the DA lets her take 2 days off a few weeks later; she gets no extra compensation for the long week, but (at the discretion of the DA) the short week is not charged against her accrued paid leave.

c. Controls on Overtime

i. Nonexempt employees may only work on a county holiday or outside normal working hours at the express direction of their supervisor or with the express permission of their department head or designee. Additional hours worked without such authorization will not be compensated, except to the limited extent required by Federal law, and may result in discipline or termination. It is the responsibility of the department head to enforce this policy and to prevent the filing of claims for unauthorized compensation.

Example 2: An employee is sick on Monday, then gets permission to work 8 extra hours later in the week; under the policies described below, the employee will not be charged with any expenditure of sick leave.

Example 3: Another employee is sick the same day, then works 8 extra hours without permission; the employee is charged with 8 hours sick leave and accrues no compensatory time.

ii. Department heads are responsible for controlling overtime so as to avoid creating an excess liability for the county. The Commissioners Court is not required to amend the budget or approve line-item transfers to allow for the payment of unnecessary overtime compensation, or for hiring any additional employees required to keep an office open while the regular employees are taking their compensatory time. Employees are encouraged to take any accrued compensatory time as soon as they possibly can, rather than allowing it to accumulate

Example 4: five employees, each with 80 hours of accrued compensatory time, quit a department at once; the department head may have to do without any replacements for 10 employee-weeks or risk running out of salary money before the end of the year.

d. Adjustments to Working Hours.

i. Sick leave, holiday time, personal leave, vacation, and other authorized paid leave shall be charged against an employee only to the extent that the employee actually works less than 40 hours during a 7-day work period (or 85 hours in a 14-day work period, if applicable). This policy shall be administered so as to preserve accrued sick leave as the highest priority, with the other categories following in the order set out above.

Example 5: an employee takes personal leave all day Monday, but works 6 extra hours (with permission) before Thursday; the employee is only charged for 2 hours leave, not 8.

Example 6: an employee takes a Friday vacation day, is called out on an icestorm emergency for ten hours on Sunday, and has the flu on Tuesday; the employee is charged with no sick leave and only 6 hours of vacation leave.

ii. Whenever possible, an employee who works on a holiday with permission is to be given another day off within the same 14-day pay period. County holiday hours that the department head determines cannot be taken off during the current pay period shall be compensated as provided below.

6. Provisions only applicable to employees not subject to the plan.

a. Except as required by Federal law or allowed by this policy, employees not subject to the plan shall receive only compensatory time in lieu of overtime payments.

b. In the event that a nonexempt employee not subject to the plan is required or requested to work outside his or her normal working hours or on a county holiday, the employee shall be entitled to compensatory time at the rate of time-and-a-half, but only to the extent that hours actually worked exceed 40 in a week or 85 (as the case may be) during the work period. (see section 5.b) The employee shall be entitled to compensatory time at a flat rate to the extent that the sum of hours worked (or 40 [85, when applicable], whichever is less), plus authorized paid leave taken after the adjustments described above, exceeds 40 (or 85) hours during the work period.

Example 7: a deputy clerk takes holiday leave on Monday, then works from 5 until 10 PM at a jury trial on Wednesday; she has worked less than 40 hours, so she has earned no time-and-a-half, but the sum of 37 hours worked plus 8 hours paid leave is 45, so she gets 5 hours of flat-rate compensatory time. [If the Monday leave had been emergency leave instead, no compensatory time would be earned, but the employee would only expend 3 hours of her accrued emergency leave.]

Example 8: a road and bridge employee takes a Friday holiday, but then is called out for 10 hours on Sunday to cope with a flood; the employee has worked 42 hours, so he is entitled to just 3 hours of time-and-a-half compensatory time, but the sum of 40 plus the paid leave is 48, so he gets 8 hours of additional flat-rate compensatory time, for a total of 11 hours.

c. The Commissioners Court, at its sole option, may "purchase" employees' accrued compensatory time by paying them the overtime pay mandated by the Fair Labor Standards Act. This may be necessary from time to time in order to properly manage the county's liability for outstanding overtime compensation.

d. County holiday hours worked by an employee not subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour to flat-rate holiday time, by the Human Resources Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.

f. Non-exempt law enforcement officers and corrections officers employed by the Sheriff's Department who work the 85-hour work period may be paid their regular salary for the first 80 hours worked plus their regular hourly rate ("straight time") for additional hours up to 85 hours worked; after 85 hours these employees may be paid at a rate of 1.5 their regular hourly rate, although the County Judge and Commissioners' Court may at their discretion limit or suspend paid overtime compensation and provide compensatory time at the rate of 1.5 times the overtime hours worked in excess of 85 hours in a work period, or provide some combination of paid overtime and compensatory time. The County Judge and the Commissioners' Court may also at their discretion limit or suspend the "straight time" compensation for additional hours worked between 80 and 85 hours in a work period.

7. Provisions only applicable to employees subject to the plan.

- a. Nonexempt employees who are subject to the plan are not eligible to earn compensatory time or "bonus time" in place of overtime pay. They must be paid additional cash compensation for their overtime as each pay period occurs. Because their salary is not subject to reduction if they work fewer hours, however, these employees are not paid time-and-a-half for their overtime hours.
- b. They shall be compensated with additional pay for all overtime hours at an hourly rate equal to their guaranteed salary for the work period divided by the number of hours that they actually worked during the period. However, since EMS employees are routinely scheduled to work overtime, they shall be compensated for overtime at the same hourly rate as for their first 40 hours per week (*i.e.*, their guaranteed weekly salary divided by 40).
- c. The salary provided for a nonexempt employee subject to the plan is not subject to reduction because the employee worked fewer than 40 or 85 hours (as the case might be) during the work period. Salary may not be "docked" for absences, although an employee who willfully misses work is subject to disciplinary action. This might include unpaid disciplinary suspension or termination.
- d. However, payment of a salary is **not** guaranteed if the employee does not work at all during the work period. An employee under the plan who performs no work during a given period will not be paid, except to the extent of any accrued leave that the employee has previously earned. Unpaid leave, under the Family and Medical Leave Act (FMLA) or otherwise, is regulated by the same rules that apply to employees who are not subject to the plan.
- e. Employees subject to the plan accrue vacation, sick leave, and personal leave, and are entitled to leave under the FMLA, on the same basis as any other employee. Similarly, when the employee is absent from work, the absence is charged against accrued leave on the same basis as any other employee. The only difference is that the salary of an employee subject to the plan may not be reduced for absences—even if the employee has no accrued leave—in any work period during which the employee performed any work. Like any other employee, an employee subject to the plan may be disciplined or terminated for excessive tardiness or absences.
- f. County holiday hours earned by an employee subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour to flat-rate holiday time, by the Human Resources Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.

Paydays

8.
 - a. All officials, their employees, department heads and their employees shall be paid every other Friday for the two-week pay period ending on the Thursday 8 days prior to the payday. If that Friday falls on a holiday, payday shall be the last working day prior to the holiday.
 - b. At the end of each pay period, all employees (including non-elected department heads) must report to their supervisor any authorized paid leave they have taken during the pay period. In addition, all nonexempt employees are to report their actual working hours. These reports shall be in a form acceptable to both the Human Resources Department and Auditor. The reports are to be reviewed by the department head and, if approved, forwarded to the Human Resources Department, which must receive them no later than 12 noon on the 7th day prior to payday. Any corrections or additions to payroll reports made after that time will not be processed until the succeeding pay period.
 - c. In the event that one of these payroll reports is omitted or incorrect, a corrected report should be submitted not later than the end of the following pay period. Except in exceptional cases, it will not be possible to correct the payroll records at a later date. The burden is equally on the department head and the individual employee to avoid falsification of the government records reflecting hours worked and leave taken.

Expenses

9. The expense allowance for all officials and all employees is as follows:
 - a. Any County official or employee who is required to use a personal vehicle while on official County business may be entitled to receive mileage at the Internal Revenue Service allowable deduction for mileage, upon submitting the required documentation to the County Auditor.

b. The officials and employees who are listed in the section entitled "County Vehicles," below, are to be provided with a County vehicle in lieu of mileage.

c. All officials, their employees, and the employees or reserve deputies of other departments may be entitled to full reimbursement for lodging expenses when traveling out of the County, beyond a 50-mile radius of Williamson County on official County business, if said travel is approved by the employing official or department head and the required documentation is submitted to the County Auditor.

d. All officials, their employees, or the employees or reserve deputies of other departments may be entitled to per diem reimbursement for any meals eaten when traveling out of the County on official County business, if said travel is approved by the employing official or department head, and the required documentation is submitted to the County Auditor. No reimbursement shall be made for alcoholic beverages. The per diem shall be \$28.00 per day for overnight travel, and an amount approved by the department head of up to \$14.00 for meals on an out-of-county day trip. No receipts are required for per diem requests.

e. Reimbursement from the "Training" budget line item covers all expenses related to training. This includes travel to destination, meals, lodging and training aids. (workshops, seminars, conferences)

f. Incurred costs of personal calls made on portable telephones, vehicle-mounted telephones, or long-distance telephone accounts owned by the County shall be reimbursed to the County upon receipt of the telephone bill. Unpaid bills may result in withholding all or part of a paycheck. All county-owned communications equipment, services, and accounts must be acquired through the normal county purchasing process, with approval by the department head, the County Judge, and the purchasing department or Auditor as in other purchases.

g. For any official, their employee, or the employees or reserve deputies of other departments to receive expense allowances under a., c., or d. or e. above, the funds to be used to pay the reimbursement must have been appropriated by the Commissioners Court prior to the expenses being incurred.

h. Transfer of funds out of the following line items will not be allowed: 1) Salaries; 2) Fringe Benefits; 3) Training; 4) Vehicle Deductible; 5) Telephone. Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was—in the judgment of the Commissioners Court—unnecessary.

i. Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receiving it, and all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.

All items in section 9 of this order are detailed in the Accounts Payable Procedures document developed by the Auditor's Office.

County Vehicles

10. The use of County equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are authorized to take a County vehicle to their home at night within Williamson County, even though this involves the use of a County vehicle for travel to and from their home each day:

- a. Each County Commissioner;
- b. The County Sheriff and paid Deputy Sheriffs;
- c. Each Constable and paid Deputy Constable;
- d. Sheriff's and prosecutors' investigators;
- e. Sheriff's and Constable's Reserve Deputies under conditions agreed between the elected official and the Commissioners Court; one Public Information Officer and one Evidence Technician from Sheriff's Dept.
- f. The Unified Road Superintendent;
- g. Any road and bridge employees designated by the Unified Road Superintendent and approved by the Commissioners Court;
- h. The County Maintenance Director;

Budget Order

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- i. One maintenance employee designated by the Maintenance Director and approved by the Commissioners Court;
- j. The EMS Director.
- k. County Extension Service

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

Holidays

11. a. The established holiday schedule for paid holidays for the 2001/2002 budget year is as follows:

| | |
|------------------------|--|
| Veterans Day | Monday, November 12, 2001 |
| Thanksgiving | Thursday, November 22, 2001 Friday, November 23, 2001 |
| Christmas Holidays | Monday, December 24, 2001 Tuesday, December 25, 2001 |
| New Years Eve | Monday, Dec. 31, 2001 |
| New Years Day | Tuesday, January 1, 2002 |
| Martin Luther King Day | Monday, January 21, 2002 |
| Presidents' Day | Monday, February 18, 2002 |
| Good Friday | Friday, March 29, 2002 |
| Memorial Day | Monday, May 27, 2002 |
| Independence Day | Thursday, July 4, 2002 Friday, July 5, 2002 |
| Labor Day | Monday, September 2, 2002 |

b. In departments with regular assigned shifts that take no account of a holiday, so that some employees are normally scheduled for that day and others are not, all employees shall equally be given one shift of paid leave. [Example: If some deputies are scheduled for Monday, Wednesday, and Friday during the week of Memorial Day, while others are scheduled for Tuesday, Thursday, and Saturday, all of them receive the same amount of paid leave, even though only half of them worked on the holiday Monday itself.] This leave should normally be scheduled and taken within the pay period when the regular holiday occurs (and preferably on the holiday itself). If the department is unable to schedule the employee for a shift of holiday leave within that pay period, the time shall be added to another form of authorized paid leave as provided in the Overtime Policy above.

c. Other employees scheduled to work on a paid holiday will be allowed alternative leave as provided in the Overtime Policy above.

Vacation

12. Any elected official's employees, and nonelected department heads and employees, shall accrue vacation hours as follows:

a. With the exception of EMS employees, employees with less than five years of employment will accrue 3.08 vacation hours per pay period. After completing five years of employment, four (4) hours vacation will be accrued per pay period, and after ten years employment, five (5) hours vacation will be accrued per pay period. EMS employees with less than 10 years of employment will accrue 5.538 hours vacation per pay period. After completing 10 years of employment, 6.46 hours will be accrued per pay period.

b. Part-time employees who are not temporary or seasonal, may accrue vacation on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any vacation. Example: 40 hours per pay period accrues 1.54 hours vacation. No temporary or seasonal employees may accrue any vacation hours.

c. Vacation will be accrued on the payroll system. Employees may carry-over their accrued vacation balances as follows:

- Employees with less than five years of employment—80 Hours;
- Employees with 5-10 years—120 Hours;
- Employees with 10 or more years—160 Hours.
- EMS employees with less than ten years of employment – 144 Hours
- EMS employees with ten (10) or more years – 168 Hours

If an employee reaches maximum accrual, no further vacation will be accrued until the employee has taken vacation hours.

d. Employees on shift work may take vacation one shift at a time instead of consecutively, with the approval of their department head.

e. No vacation may be "sold" or "bought." However, to encourage employees to give advance notice of their separation, employees who leave county employment will be paid for their accrued untaken vacation as of the date of termination.

Sick Leave

13. Any elected official's employees, and nonelected department heads and employees, shall accrue thirteen (13) days of sick leave per fiscal year.

a. Sick leave will accrue at the rate of four (4) hours per pay period. Sick leave hours will be accrued on the payroll system. Paid sick leave is cumulative up to sixty days (480 hours).

b. Part-time employees who are not temporary or seasonal, may accrue sick leave on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any sick leave. *Example:* 40 hours per pay period accrues 2 hours sick leave. No temporary or seasonal employees may accrue any sick leave.

c. No sick leave may be "sold" or "bought." Employees who leave county employment will not be paid for unused accrued sick leave.

d. Sick leave may only be used for sickness of the employee, to care for immediate family (as defined in the Family and Medical Leave Act policy adopted by Commissioners Court), or for paid leave under the Family and Medical Leave Act; it is not an alternate form of vacation or personal leave. Sick leave may not be converted to another form of leave to avoid entering unpaid leave status.

e. The Family and Medical Leave Act policy adopted by Commissioners Court will be the official guideline for serious illness of employee, maternity leave, adoption, foster care placement, or the serious illness of an employee's child, spouse or parent.

Family and Medical Leave

14. a. Under the Family and Medical Leave Act (FMLA) policy all employees will be required to use all accrued sick, vacation and earned compensatory time to have paid leave under FMLA. When employees have exhausted all forms of paid leave, they shall be placed on unpaid leave as provided in the FMLA policy. However, if employees on leave are receiving workers' compensation, they will receive that as their sole compensation and will neither receive county pay nor expend previously accrued leave.

b. At the end of the twelve (12) weeks for FMLA, or for reasons other than FMLA, employees may be placed on unpaid leave if the department head can discharge the responsibilities of their office without the presence of the employee. However, employees may not be placed on unpaid leave unless they have previously exhausted their accrued paid leave in all categories applicable to their situation.

c. As long as an employee is on FMLA leave or leave without pay, the employing official or department head may not hire another regular, full-time employee to fill that position, unless expressly authorized to do so by the Commissioners Court. Requests for intermittent leave will be strictly scrutinized to assure both compliance with FMLA and minimum disruption to the workplace.

d. While on unpaid FMLA leave, or any other form of unpaid leave, the employee shall not accrue any vacation or sick leave hours or receive pay for scheduled county holidays.

- e. Any full-time employee is eligible for FMLA after completing 12 months of employment with the county.
- f. Any part-time employee working for the County at least 1250 hours for one or more years will be included within the Family and Medical Leave Act policy adopted by the Commissioners Court.

Other Leave

- 15. a. Any official or department head may grant paid emergency leave up to two (2) days per fiscal year in addition to vacation or paid sick leave. Emergency leave may be granted only for one of the following: Funerals of relatives or close friends, auto accidents, or emergency repairs of home or autos. Emergency Leave is non-cumulative and may not be "sold" or "bought."
- b. Any official or department head may also grant one (1) floating holiday per fiscal year to an employee for personal or business reasons. The floating holiday may be used for any reason other than sick or recreational. The floating holiday is non-accumulative and may not be "sold" or "bought."
- 16. Each official or department head shall grant paid jury duty leave to any employee, as well as any leave for national service required by law.
- 17. a. Extra holidays, bad weather days, public disasters, official funerals, and similar occasions that involve the suspension of all routine county business may only be declared by the County Judge or his designated representative.
- b. If the emergency situation is prolonged beyond 7 days, the Commissioners Court or department head may, at their discretion, place employees whose services are not required on unpaid leave (in which case the employee may use any accrued paid leave).
- c. So long as an office is open, its employees are expected to be there unless there are special circumstances, distinct from those affecting other employees, that make their travel or attendance unsafe. Whether an individual will be paid under these circumstances, or must use some form of authorized paid leave, is left to the sound discretion of the department head.

Benefits

- 18. a. All eligible County and Precinct officials, employees and retirees will have the opportunity to enroll in one of the health benefit plans under the Self-Funded Williamson County Benefits Programs or the Scott and White HMO plan.
- b. A Benefits Committee composed of the County Judge, one County Commissioner, and three other persons selected from departments heads and employees will serve as trustees of the Williamson County Benefits Program. This committee will act in compliance with the Texas Local Government Code, Chapter 172, sec. 172.001-172.015, Texas Political Subdivisions Uniform Group Benefits Program.
- c. All employee health premium rates will be paid on a pretax basis through payroll deduction. The employee health premium rates will be determined each year by the Williamson County Benefits Committee and approved by the Commissioners' Court. The County will fund the balance of the total health premium that is over and above the portion paid by the employee.
- d. County and Precinct officials, employees and retirees may also cover their eligible dependents under the same health benefit plan that they elect. The appropriate additional premium for dependent coverage will also be deducted through payroll on a pretax basis.
- e. The eligible retiree will be provided health benefits for a specified premium rate, again, with the County funding the balance of the total health premium. The retiree may also cover their eligible dependents for an additional specified premium rate. A retiree is defined as someone who is receiving lifetime monthly Texas County and District Retirement System (TCDRS) pension benefit payments. The County will stop insurance coverage on the retiree when a) the retiree becomes eligible for Medicare or b) the retiree fails to submit the required set premium. Anyone that retired before April 1, 1994 will have health insurance coverage until age seventy (70).

19. All officials, their employees and employees of other departments that work over eighteen (18) hours per week, per year, are required to participate in the Texas County and District Retirement System. The Human Resources -Department shall deduct the required amount from the employee's salary and the County shall make the required County contribution. The Commissioner's Court has appointed the Associate Director of Human Resources as custodian of the County Retirement System. Temporary workers may be exempted from participation as provided by Retirement System regulations.

20. a. In compliance with the Texas Workers' Compensation Insurance Act, all Williamson County employees are provided Workers' Compensation coverage.

b. The County's coverage is provided through the Texas Association of Counties Workers' Compensation Claims Fund. More information about Workers Compensation rights may be obtained from the Texas Workers Compensation Commission, or by calling (512) 448-7900, or by contacting the Williamson County Human Resources Department.

c. The Williamson County Human Resources Department will report all injuries to the Third Party Administrator for the Texas Association of Counties Workers' Compensation Claims Fund as they are reported. Claims for lost time are forwarded to the Texas Workers' Compensation Commission by the Third Party Administrator.

Additional Provisions

21. In compliance with the Texas Department of Transportation's regulations for drug and alcohol testing, Williamson County employees or potential employees who possess CDL (Commercial) licenses and operate County owned equipment or vehicles are subject to pre-employment, random, and post-accident testing. Potential employees of the Williamson County Sheriff's Department and Emergency Medical Service are subject to pre-employment testing. All employees are subject to testing on probable cause to suspect intoxication while on duty.

22. An Employee Assistance Program (EAP) is available to Williamson County Employees and their eligible dependents. The EAP may be used for individual, confidential treatment of work-related problems or personal problems. It may also be utilized, at the supervisor's discretion, as treatment for various work-related personnel problems.

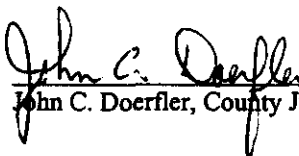
23. Williamson County will comply with all Fair Labor Standards Act Rules and Regulations. Employee records will be maintained for a minimum of four (4) years as mandated by the Act. The County is an Equal Opportunity Employer and will also comply with the Americans With Disabilities Act and the Family and Medical Leave Act. Williamson County has adopted a firm policy on sexual harassment and will not tolerate such behavior.

24. The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual an customary place of work. Any accrued vacation or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. A terminated employee's final paycheck is processed in the pay period which includes their termination date.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2002 WILLIAMSON COUNTY BUDGET was passed on a vote of 5 for, 0 against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Approved and signed this 23rd day of October, 2001.

ATTEST:


John C. Doerfler, County Judge


Nancy Rister, County Clerk

AGENDA ITEM 24

Consider authorizing County Judge to sign Memorandum of Understanding to allow the cities of Jarrell and Granger to work under the Williamson County Emergency Management Plan.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize the County Judge to sign Memorandum of Understanding to allow the cities of Jarrell and Granger to work under the Williamson County Emergency Management Plan.

Vote: **5 - 0**

< Attachment >

CITY OF JARRELL
P.O. BOX 828
JARRELL, TEXAS 76537

December 18, 2001

RESOLUTION NUMBER 2001-014

A RESOLUTION OF THE CITY OF JARRELL, TEXAS, TO
ESTABLISH AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
JARRELL AND WILLIAMSON COUNTY TO COORDINATE PROGRAMS OF
COMPREHENSIVE EMERGENCY MANAGEMENT.

WHEREAS, the City Council of the City of Jarrell, Texas, is responsible for providing a safe environment for the citizens of Jarrell, and for the judicious use of City resources; and

WHEREAS, the City of Jarrell, Texas, and Williamson County have a requirement for similar programs of comprehensive emergency management which include the mitigation, preparedness response, and recovery phases of emergency management; and

WHEREAS, the City of Jarrell, Texas, and Williamson County find that many potential hazards vulnerability is shared in common by residents of Jarrell and the unincorporated portions of Williamson County; and

WHEREAS, the City of Jarrell, Texas, and Williamson County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County.

NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
JARRELL, TEXAS:

SECTION 1. There is hereby established the Williamson County Emergency Management Organization which shall consists of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify.

SECTION 2. The Mayor of the City of Jarrell, Texas, and the Williamson County Judge shall mutually appoint an Emergency Management Coordinator to coordinate all aspects of the Jarrell/Williamson County program of comprehensive emergency management including the preparation and maintenance of an interjurisdictional emergency management plan for the City of Jarrell, Teas, and Williamson County in accordance with this resolution.

PASSED AND APPROVED this 18th day of December, 2001.

WE Cavalier

WAYNE E. CAVALIER, Mayor

John C. Doerfler 12-28-01

JOHN C. DOERFLER, Judge
Williamson County

ATTEST:

Alanna G. Hoffman

Alanna G. Hoffman, City Secretary

ORDINANCE NO. 121100

AN ORDINANCE ESTABLISHING A PROGRAM INCLUDING MITIGATION, PREPAREDNESS, RESPONSE AND RECOVERY PHASES OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF GRANGER, TEXAS; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK WITH OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES; PROHIBITING UNAUTHORIZED WARNING AND ALL-CLEAR SIGNALS AND MAKING VIOLATIONS A MISDEMEANOR PUNISHABLE BY FINE NOT TO EXCEED \$200.00.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANGER, TEXAS:

WHEREAS, the City Council of the City of Granger, Texas finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council of the City of Granger, Texas has determined that the preparation of a Comprehensive Emergency Management plan, and provision of means for its implementation, is essential for the protection of lives and property in the City of Granger, Texas from natural or man-caused disasters or threat thereof; and

WHEREAS, the City Council has further determined that, in times of disasters which may imperil the safety of the inhabitants of the City or their property, it is necessary to effectuate and place into operation a Comprehensive Emergency Management Plan with a minimum of delay; and

WHEREAS, the City Council has found that the preparation and implementation of a Comprehensive Emergency Management Plan is now imperative;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANGER, TEXAS:

SECTION 1. Organization

There is hereby established an office of Emergency Management Director of the City of Granger, Texas, which office shall be held by the Mayor of the City, in accordance with state law.

- (a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director.
- (b) The Director shall be responsible for establishing a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this ordinance. The Director may delegate authority for execution of these duties to the coordinator, but ultimate responsibility for such execution shall remain with the Director.
- (c) The operational Emergency Management organization of the City of Granger, Texas shall consist of the officers and employees of the City so designated by the Director in the City's emergency

management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers, employees and volunteer groups in accordance with the terms of the City's emergency management plan.

SECTION 2. Emergency management Director - Powers and Duties

The duties and responsibilities of the Emergency Management Director shall include the following:

- (a) Conduct an on-going survey of actual or potential hazards, which threaten life and property within the City, and an on-going program of identifying and requiring or recommending the implementation of measures, which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (b) Supervision of the development and approval of an emergency management plan for the City of Granger, Texas, and recommending, or adoption by the City Council, all mutual aid arrangements deemed necessary for the implementation of such plan.
- (c) Authority to declare local state of disaster. Such a declaration may not be continued or renewed for a period in excess of seven (7) Days except with the consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- (d) Issuance of proclamations, regulations, or directives which are necessary for carrying out the purposes of this ordinance. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring their content to the attention of the general public and, unless circumstances related to a disaster prevent or impede such action, promptly filed with the City Secretary.
- (e) Direction and control of the operations of the City of Granger Emergency Management organization, as well as of the training of Emergency Management personnel.
- (f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the City.
- (g) Maintenance of communications with other municipal, county, district, state, regional or federal Emergency Management organizations.
- (h) Marshaling of all personnel, equipment, or supplies from any department of the City which may be necessary to aid in the implementation of the provisions of the City's Emergency Management plan.
- (i) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and of the drafting and execution, if deemed desirable, of an agreement with the county in which said City is located and with other

municipalities within the County, for county-wide coordination of Emergency Management efforts.

- (j) Supervision of, and final authorization for the procurement of, all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving Emergency Management within the City.
- (k) Authorizing agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
- (l) Determining the availability of existing personnel, equipment, supplies, and services, which could be used during a disaster, as provided herein.
- (m) Other duties and responsibilities as specified in the Texas Disaster Act of 1975, Vernon's Texas Codes Annotated, Government Code Chapter 418.

SECTION 3. Emergency Management Plan.

A comprehensive Emergency Management Plan shall be developed and maintained by the City. The plan shall set forth the form of organization; establish and designate divisions and functions; assign responsibilities, tasks, duties, and powers; and designate officers and employees to carry out the provisions of this ordinance. As provided by state law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofar as possible, the form of organization, titles, and terminology shall conform to the recommendations of the State Division of Emergency Management. When such plan is approved, it shall be the duty of all City departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The City's Emergency Management plan shall be considered supplementary to this ordinance and have the effect of law during the time of a disaster.

SECTION 4. Interjurisdictional Program.

The Mayor is hereby authorized to join with the County Judge of the County of Williamson and the mayors of the other cities in said County in the formation of an interjurisdictional emergency management program for the County of Williamson, and to cooperate in the preparation of an interjurisdictional emergency management plan and in the appointment of a joint Emergency Management Coordinator. The Mayor is further granted such powers as may be necessary for the City to participate in a county-wide program of emergency management insofar as said program may affect the City of Granger.

SECTION 3. Override

At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the letter may be inconsistent therewith.

SECTION 4. Liability

This ordinance is an exercise by the City of its governmental functions

for the protection of the public peace, health, and safety and neither the City of Granger, the agents and representatives of said City, nor any individual, receiver, firm, partnership, corporation, associations, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensations grants to the City of Granger a license of privilege, or otherwise permits the City to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending, or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

SECTION 7. Commitment of Funds

No person shall have the right to expend any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement, or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life, or property.

SECTION 8. Offenses; Penalties

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance.
- (b) It shall likewise be unlawful for any person to wear, carry, or display any emblem, insignia, or any other means of identification as a member of the Emergency Management organization of the City of Granger, unless authority to do so has been granted to such person by the proper officials.
- (c) Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be deemed guilty of a violation of this ordinance and shall be subject to the penalties imposed by this ordinance.
- (d) Convictions for violations of the provisions of this ordinance shall be punishable of a fine not to exceed Two Hundred and No/100 Dollars (\$200.00)

SECTION 9. Severability

If any portion of this ordinance shall for any reason be declared invalid, such invalidity shall not affect the remaining provisions thereof.

SECTION 10. Limitations

This ordinance shall not be construed so as to conflict with any state

. . . of federal statute or with any military or naval order, rule, or regulation.

SECTION 11. Publication

In accordance with Section 52.01 of the Local Government Code, the caption of this Ordinance shall be published in the next available issue of the official newspaper of the City.

SECTION 12. Effective Date


This Ordinance shall be effective upon publication of the caption in accordance with section 12 hereof.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRANGER this 11th day of December, 2000.

THE CITY OF GRANGER, TEXAS


Gilbert Strmiska, Mayor Pro Tem

ATTEST:


Kathleen Vrana, City Secretary

APPROVED:

 10-23-01
John C. Doerfler, County Judge
Williamson County, Texas

512-859-2753

*****Judge Doerfler announced that an item had inadvertently been left off the agenda regarding the receipt of bids for property that the county owns at 301 E. 15th Street. He acknowledged that three bids were received on Tuesday, October 23, 2001, and that the item will be placed on the October 30, 2001 agenda for action.***

AGENDA ITEM 25

Hold public hearing for the vacation of a right-of-way easement known as Kobuk Drive in Breakaway Park, Section 3.

Judge Doerfler announced the public hearing open at 10:10 a.m. on Tuesday, October 23, 2001.

The following persons addressed the court regarding the vacation of the easement:

Tony Rusho, Breakaway Park resident
Walter Yates, Developer of Breakaway Park
Chuck Iskra, Breakaway Park resident
Jane McAdams, Planning Director, City of Cedar Park
David Hutton, Senior Planner, City of Cedar Park
Barbara Wells, City Attorney, City of Cedar Park
Gary Brown, surrounding landowner
Leonor White, Breakaway Park resident
Kirby Watson, Breakaway Park resident
John Sneed, Williamson County EMS Director

Judge Doerfler announced the public hearing closed at 11:05 a.m. on Tuesday, October 23, 2001.

AGENDA ITEM 26

Discuss and consider approving vacation of a right-of-way easement known as Kobuk Drive in Breakaway Park, Section 3.

Commissioner Heiligenstein questioned whether the court had jurisdiction over this matter.

Assistant County Attorney Dale Rye will research the issue, and come back to the court with recommendations on jurisdictional and platting issues.

No action was taken on this agenda item, which will be added to the October 30, 2001.

< Attachment >



MEMORANDUM

To: Judge John Doerfler and Commissioners Court
From: Jane McAdams AICP, Director of Planning
Date: October 8, 2001

RE: Items 18 & 19, October 9, 2001 Commissioner's Court Agenda
Request for Vacation of Kobuk Drive

Transportation connectivity within the community as a means of providing alternative routes and relieving traffic congestion on major thoroughfares is of importance to the City of Cedar Park. The vacation of Kobuk Drive will diminish vehicular and pedestrian circulation by eliminating connectivity with the neighboring tract (Cedar Park Code, Sections 9.301 and 9.310).

To maintain and improve the vehicular and pedestrian circulation within the City and the City's ETJ, the City's subdivision ordinance requires the extension of existing street systems (Chapter 9, Sec. 9.301 Cedar Park Code) and limits the length of blocks (1,200 feet for residential or 1,500 when adjacent an arterial, and 2,000 maximum for commercial). Breakaway Park Section 3 as recorded planned to improve vehicular and pedestrian circulation with the provision of stub streets in various directions for future connection. Due to the development of school properties to the west and topography adjacent Parmer Lane, only three (3) viable connections remain. With a new phase of Breakaway Park Kenai Dr. is to be extended to Parmer Lane; Breakaway Rd. is intended to extend west into a residential development to the west, but a preliminary plan has not been submitted; and Kobuk Dr. can be extended to the north to intersect with Arterial C. Without the extension of Kobuk Dr. the block length will be approximately 7,100 feet, Kenai Dr./Parmer Lane to Arterial C/Arterial B, as no other connections appear possible.

The City of Cedar Park is currently reviewing a preliminary plan, Colonial Parkway, north of the Breakaway Park subdivision. To comply with City ordinances the preliminary plan includes Arterial C, connecting Parmer Lane to proposed Arterial B, and Cedar park has requested that the developer extend Kobuk Drive to Arterial C.

The existing Breakaway subdivision is surrounded almost completely by the City of Cedar Park and the new phase is within the city limits of the City of Cedar Park. The City of Cedar Park respectfully requests that Williamson County continue to support the City of Cedar Park in its efforts to plan for the circulation of its existing and future residents by not vacating Kobuk Dr.





September 28, 2001

Honorable County Judge and Commissioners Court, Williamson County
Attn: Judge John C. Doerfler
710 Main Street
Georgetown, TX 78626

Dear Gentlemen:

Section 311.003(e) of the Texas Tax Code requires the City of Cedar Park to notify in writing each taxing unit that levies real property taxes in a proposed Tax Increment Reinvestment Zone (TIRZ) of its intent to establish the TIRZ. Such notice should be sent at least 60 days prior to the date of the public hearing to receive public comment on the creation of the TIRZ. With this letter, the City of Cedar Park is officially providing notice to the Commissioners Court of Williamson County (County), the Leander Independent School (LISD), the Austin Community College District (ACC) and Brushy Creek Water Control and Improvement District No. 1 (BCWCID) that it intends to create a TIRZ over approximately 460 acres of land in an area to be developed as Cedar Park's "Downtown District." It is anticipated that the City will conduct the required public hearing for the proposed TIRZ in December, 2001.

The proposed Downtown District TIRZ is generally located north of RM 1431 and east of Highway 183, as shown on the enclosed map.

Revenue from the TIRZ will be used to finance the construction of public works and improvements within the TIRZ. Proposed projects include the construction of: (i) new roadways, bridges and traffic circles, (ii) drainage, detention and water quality facilities, (iii) parks, trails and recreational facilities, and (iv) landscaping, streetscape, plazas and pedestrian malls. The cost of these projects to be financed by the TIRZ is currently estimated in excess of \$14 million.

The public works and improvements financed by the TIRZ are intended to promote the development of Cedar Park's Downtown District. The Downtown District will merge retail, office, entertainment and civic uses with a wide variety of high quality, high value single and



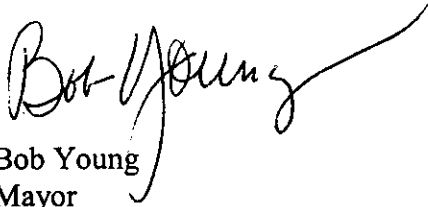
multi-family housing to create a pedestrian-friendly urban core. The total private investment in the TIRZ is anticipated to be over \$350 million during the development of the project.

Section 311.003(f), Tax Code, requires the City to make formal presentations to the governing bodies of the County, LISD, ACC and BCWCID. We hope to schedule such presentations in the near future. Additionally, representatives of the City and the developer will be available to meet informally with County, LISD, ACC and BCWCID staff and officials.

Section 311.003(g), Tax Code, requires that no later than the 15th day after the date on which this notice is given, each taxing unit that levies real property taxes in the proposed TIRZ shall designate a representative to meet with the governing body of the municipality. I am requesting that each jurisdiction designate a representative who would be available to meet with City staff concerning the proposed TIRZ.

Thank you very much for your assistance. If you have any questions or need additional information, please call the Cedar Park City Manager, Robert Powers, at (512) 258-4121.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Young", with a long, sweeping horizontal line extending to the right.

Bob Young
Mayor



AGENDA ITEM 27

Consider approving agreement to contribute funds with TxDOT for approximately 1250 feet west of FM 1660 to approximately 800 feet east of CR 126.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve agreement to contribute funds with TxDOT for approximately 1250 feet west of FM 1660 to approximately 800 feet east of CR 126.

Vote: **5 - 0**

< Attachment >



October 9, 2001

Agreement to Contribute Funds

Account No. 8014-2-25

CSJ 0337-02-032

Williamson County

S.H. 29: From approximately 1250 feet West of FM 1660

To approximately 800 feet East of WCR 126

Hon. John Doerfler

County Judge of Williamson County

710 Main Street, Suite 210

Georgetown, Texas 78626

Dear Judge Doerfler:

We would like to address the acquisition procedure for the improvement to SH 29 within the above project limits which will begin in the near future. When the County enters into the attached Agreement to Contribute Funds (County Form), the County will be required to contribute 10% of the estimated cost of eligible right of way and utility adjustments. The State, solely at our cost, will secure appraisals and acquire the needed right of way and will also cause the relocation of conflicting utility facilities. The initial contribution is based upon current estimates made by this office of these costs.

If, as the project progresses, it is found that this amount is insufficient to cover the County's obligation, then upon request, the County will need to supplement this amount as requested by the State. In the event any additional amount is paid, any overage will be returned at the close of the project. It has been determined that the County's estimated share of the right of way and eligible utility adjustments needed for this project totals \$25,000.00.

Attached are the original and three copies of the Agreement to Contribute Funds (County Form) for your execution at the next Commissioners Court Meeting. It will be necessary that a certified copy of the minutes of the meeting accepting the Agreement accompany the executed Agreement, along with a check in the above referenced amount to cover the County's 10% share.

If additional information is needed concerning this matter, please do not hesitate to contact the undersigned at (512)832-7237.

Sincerely,

Shelly W. Easley
Supv. Right of Way Agent

SE

Attachments



Form ROW-RM-130
(Replaces Form D-15-130)
Rev. 11/2000
(Electronic version GSD-EPC Word 97)
Page 1 of 2

AGREEMENT TO CONTRIBUTE FUNDS - COUNTY

THE STATE OF TEXAS

COUNTY OF TRAVIS

§ County: Williamson
§ Federal Project No.: NA
§ ROW CSJ No.: 0337-02-032
ROW Account No: 8014-2-25
Highway: SH 29

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the day of , , hereinafter called the **County**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** and the **County** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. SH 29 with the following project limits: from approximately 1250 feet West of FM 1660 to approximately 800 feet East of Williamson County Road 126; and

WHEREAS, the **County** requests that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the **County** desires to voluntarily contribute to the **State** funding participation as defined in 43TAC, §15.55 of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **County** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **County**, a warrant or check payable to the Texas Department of Transportation in the amount of Twenty-five thousand Dollars (\$25,000.00), which represents ten percent (10%) cent of the estimated cost of the right of way, however, if it is found that this amount is insufficient to pay the **County's** obligation, then the **County**, upon request of the **State**, will forthwith supplement this amount in such amount as is requested by the **State**. Upon completion of the highway project and in the event the total amount as paid by the **County** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **County** by the **State**. In the event any existing, future, or proposed **County** court order, rule, policy, or other directive, including but not limited to those concerning outdoor advertising, are more restrictive than **State** law, policy, or directive, and thereby result in any increased costs, then the **County** will pay one hundred percent (100%) of all such increased costs, even if the **County** qualified as a disadvantaged county. The amount of the increased costs

associated with the existing, future, or proposed **County** court order, rule, policy, or other directive will be determined by the **State** at its sole discretion. The cost of providing such right of way acquired by the **State** shall mean the total expenses involved in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to the relocation, removal or adjustment of eligible utilities. The cost of providing such right of way acquired by the **State** shall mean the total expenses involved in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to the relocation, removal or adjustment of eligible utilities.

COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

BY: John C. Dwyer 10-23-01
County Judge

EXECUTION RECOMMENDED:

BY: _____
Commissioner, Precinct Number 1

District Engineer, Austin District

BY: _____
Commissioner, Precinct Number 2

THE STATE OF TEXAS

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

BY: _____
Commissioner, Precinct Number 3

BY: _____
Commissioner, Precinct Number 4

By: _____
John P. Campbell, P.E.
Right of Way Division Director

BY: _____
Commissioner, Precinct Number 5

Date: _____

AGENDA ITEM 28

Consider authorizing advertising and setting date to receive bids on heavy equipment for URS.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and setting date to receive bids on heavy equipment for URS for Tuesday, November 20, 2001 at 2:00 p.m. in the Commissioners' Courtroom.

Vote: **5 - 0**

AGENDA ITEM 29

Consider entering into development agreement for realignment of CR 116.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To enter into an agreement for realignment of CR 116 with the developer.

Vote: **5 - 0**

< Attachment >

Jane Tableriou

From: Joe England
Sent: Wednesday, October 10, 2001 5:14 PM
To: John Doerfler
Cc: Mike Heiligenstein; David Flores; Bruce Barton (E-mail)
Subject: Development Agreement for CR 116 Realignment

Judge-

As per our telephone conversation this afternoon, attached is the bill that may give us the opportunity to enter into a development agreement with Greg Hall that would expedite the construction of our project. Please review lines 3-16 through 4-19.

I would appreciate comments from all recipients so that I can know what direction to head in.

Thank you.

Joe England



SB 873 developer
agreement and...

*O.K. by me
Agenda for 10-23-01
notebook for same
Tae de
6*

SB 873

1-1 AN ACT
1-2 relating to infrastructure planning in certain urban counties.
1-3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:
1-4 SECTION 1. Chapter 232, Local Government Code, is amended by
1-5 adding Subchapter E to read as follows:
1-6 SUBCHAPTER E. INFRASTRUCTURE PLANNING PROVISIONS
1-7 IN CERTAIN URBAN COUNTIES
1-8 Sec. 232.100. APPLICABILITY. This subchapter applies only
1-9 to the subdivision of land that is:
1-10 (1) subject to county regulations under Subchapter A
1-11 or B; and
1-12 (2) in a county that:
1-13 (A) has a population of 150,000 or more and is
1-14 adjacent to an international border;
1-15 (B) has a population of 700,000 or more; or
1-16 (C) is adjacent to a county with a population of
1-17 700,000 or more and is within the same metropolitan statistical
1-18 area as that adjacent county, as designated by the United States
1-19 Office of Management and Budget.
1-20 Sec. 232.101. RULES. (a) By an order adopted and entered
1-21 in the minutes of the commissioners court and after a notice is
1-22 published in a newspaper of general circulation in the county, the
1-23 commissioners court may adopt rules governing plats and
1-24 subdivisions of land within the unincorporated area of the county
1-25 to promote the health, safety, morals, or general welfare of the
2-1 county and the safe, orderly, and healthful development of the
2-2 unincorporated area of the county.
2-3 (b) Unless otherwise authorized by state law, a
2-4 commissioners court shall not regulate under this section:
2-5 (1) the use of any building or property for business,
2-6 industrial, residential, or other purposes;
2-7 (2) the bulk, height, or number of buildings
2-8 constructed on a particular tract of land;
2-9 (3) the size of a building that can be constructed on
2-10 a particular tract of land, including without limitation and
2-11 restriction on the ratio of building floor space to the land square
2-12 footage; or
2-13 (4) the number of residential units that can be built
2-14 per acre of land.
2-15 (c) The authority granted under Subsection (a) is subject to
2-16 the exemptions to plat requirements provided for in Section
2-17 232.0015.
2-18 Sec. 232.102. MAJOR THOROUGHFARE PLAN. By an order adopted
2-19 and entered in the minutes of the commissioners court and after a
2-20 notice is published in a newspaper of general circulation in the
2-21 county, the commissioners court may:
2-22 (1) require a right-of-way on a street or road that
2-23 functions as a major thoroughfare of a width of not more than 120
2-24 feet; or
2-25 (2) require a right-of-way on a street or road that
2-26 functions as a major thoroughfare of a width of more than 120 feet,
3-1 if such requirement is consistent with a transportation plan

3-2 adopted by the metropolitan planning organization of the region.
3-3 Sec. 232.103. LOT FRONTAGES. By an order adopted and
3-4 entered in the minutes of the commissioners court and after a
3-5 notice is published in a newspaper of general circulation in the
3-6 county, the commissioners court may adopt reasonable standards for
3-7 minimum lot frontages on existing county roads and establish
3-8 reasonable standards for the lot frontages in relation to curves in
3-9 the road.

3-10 Sec. 232.104. SET-BACKS. By an order adopted and entered in
3-11 the minutes of the commissioners court and after a notice is
3-12 published in a newspaper of general circulation in the county, the
3-13 commissioners court may establish reasonable building and set-back
3-14 lines as provided by Chapter 233 without the limitation period
3-15 provided by Section 233.004(c).

3-16 Sec. 232.105. DEVELOPER PARTICIPATION CONTRACTS.
3-17 (a) Without complying with the competitive sealed bidding
3-18 procedure of Chapter 262, a commissioners court may make a contract
3-19 with a developer of a subdivision or land in the unincorporated
3-20 area of the county to construct public improvements, not including
3-21 a building, related to the development. If the contract does not
3-22 meet the requirements of this subchapter, Chapter 262 applies to
3-23 the contract if the contract would otherwise be governed by that
3-24 chapter.

3-25 (b) Under the contract, the developer shall construct the
3-26 improvements, and the county shall participate in the cost of the
4-1 improvements.

4-2 (c) The contract must establish the limit of participation
4-3 by the county at a level not to exceed 30 percent of the total
4-4 contract price. In addition, the contract may also allow
4-5 participation by the county at a level not to exceed 100 percent of
4-6 the total cost for any oversizing of improvements required by the
4-7 county, including but not limited to increased capacity of
4-8 improvements to anticipate other future development in the area.
4-9 The county is liable only for the agreed payment of its share,
4-10 which shall be determined in advance either as a lump sum or as a
4-11 factor or percentage of the total actual cost as determined by an
4-12 order of the commissioners court.

4-13 (d) The developer must execute a performance bond for the
4-14 construction of the improvements to ensure completion of the
4-15 project. The bond must be executed by a corporate surety in
4-16 accordance with Chapter 2253, Government Code.

4-17 (e) In the order adopted by the commissioners court under
4-18 Subsection (c), the county may include additional safeguards
4-19 against undue loading of cost, collusion, or fraud.

4-20 Sec. 232.106. CONNECTION OF UTILITIES. By an order adopted
4-21 and entered in the minutes of the commissioners court, and after a
4-22 notice is published in a newspaper of general circulation in the
4-23 county, the commissioners court may impose the requirements of
4-24 Section 232.029.

4-25 Sec. 232.107. PROVISIONS CUMULATIVE. The authorities under
4-26 this subchapter are cumulative of and in addition to the
5-1 authorities granted under this chapter and all other laws to
5-2 counties to regulate the subdivision of land.

5-3 SECTION 2. Subsections (a) and (c), Section 242.001, Local
5-4 Government Code, are amended to read as follows:

5-5 (a) This section applies only to a county operating under

- 5-6 Sections 232.001-232.005 or Subchapter B, [or] C, or E, Chapter
5-7 232.
5-8 (c) In the extraterritorial jurisdiction of a municipality,
5-9 the municipality may regulate subdivisions under Subchapter A of
5-10 Chapter 212 and other statutes applicable to municipalities, and
5-11 the county may regulate subdivisions under Sections
5-12 232.001-232.005, Subchapter B, [or] C, or E, Chapter 232, and other
5-13 statutes applicable to counties. If a municipal regulation
5-14 conflicts with a county regulation, the more stringent provisions
5-15 prevail.
5-16 SECTION 3. (a) This Act takes effect September 1, 2001.
5-17 (b) The changes in law made by this Act apply only to a
5-18 subdivision of land for which a plat application is filed on or
5-19 after September 1, 2001. A subdivision of land for which a plat
5-20 application was filed before September 1, 2001, is governed by the
5-21 law in effect when the plat application was filed, and the former
5-22 law is continued in effect for that purpose.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 873 passed the Senate on April 19, 2001, by a viva-voce vote; and that the Senate concurred in House amendments on May 17, 2001, by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 873 passed the House, with amendments, on May 10, 2001, by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

AGENDA ITEM 30

Discuss and take appropriate action concerning awarding contract for HMO Health plan provider.

Bids for the HMO Health Plan were received from the following:

Amil International, Inc.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To award contract for HMO Health plan provider to Amil International, Inc.

Vote: **5 - 0**

< Attachment >

Your Proposal

Williamson County

Account Executive: Pam Price
 Presented By: DIRECT
 Requested Effective Date: 1/1/2002
 Rate Guarantee: 12 Months

| COST: | Enrollment: | Rates: | | |
|----------------------|--------------------|---------------|------------------------|--------------|
| Employee Only: | 61 | \$245.61 | Annual Cost: | \$482,881.56 |
| Employee + Spouse: | 16 | \$427.35 | Monthly Cost: | \$40,240.13 |
| Employee + 1 Child: | 0 | \$402.79 | Per Member Per Month: | \$179.72 |
| Employee + Children: | 25 | \$402.79 | Total Subscribers: | 119 |
| Employee + Family: | 17 | \$491.21 | Total Assumed Members: | 223.905 |

BENEFITS:

Network: **HMO**

Participating Provider

| | |
|---|------------|
| Office Visit: | \$15.00 |
| Emergency Room Co-payment: | \$75.00 |
| Prescription Drugs (Generic/Name-Brand): | \$5 / \$25 |
| Non-Formulary Prescription Drugs | \$40 |
| Hospital Co-payment Per Day - 3 Day Maximum | \$100.00 |
| Out-Of-Pocket Maximum: | \$1,500 |
| Primary Care Selection Required? | Yes |

ASSUMPTIONS:

- 1.) 75% of group's eligible employees will participate.
- 2.) No health conditions exist other than those already reported. If other conditions are present upon final enrollment, rates are subject to change.
- 3.) Rates are valid for 60 days from the proposed effective date. Rates and terms of this proposal are subject to change after this date.
- 4.) The aforementioned is a brief summary of the benefits quoted and not intended as a full representation of all benefit levels. Please refer to the corresponding attached plan design for more specific details.
- 5.) A variance of more than 10% in final enrollment demographics may result in an adjustment to quoted rates.
- 6.) No individuals permanently residing Out-Of Area (OOA) exist other than those already reported. If other OOA members are present upon final enrollment or added during the contract period, rates are subject to change.

This proposal is not a guarantee of coverage. Final rates, benefits and coverage will be based upon actual enrollment and subject to final underwriting. No coverage will become effective until approved by Amil International and notification of acceptance is received from the group.

10/23/2001
7:00:15 AM

AmilSM

*approved 10-23-01
John C. Daerfler*

A World of Difference
in Healthcare

Call Us 349-AMIL
24 Hours, 7 Days a Week

AGENDA ITEM 31

Discuss and take appropriate action concerning setting employee insurance rates as of 1/1/2002.

The following persons addressed the court regarding the employee insurance rates:

Lisa Zirkle, Associate Director of Human Resources
Marilyn Cavender, county employee
Ginny Atkinson, county employee
John Sneed, Health Benefits Committee member

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To adopt the employee insurance rates recommended by the Health Benefits Committee for the 2002 calendar year.

Vote: **5 - 0**

< Attachment >

Williamson County Medical & Dental Plan Rates

Monthly Employee Rates

| | | |
|-----------------------|----------|----------|
| | | |
| Medical Plan A | | |
| Employee | \$25.00 | \$37.50 |
| Employee + 1 | \$75.00 | \$112.50 |
| Employee + Family | \$100.00 | \$150.00 |
| Medical Plan B | | |
| Employee | \$0.00 | \$15.00 |
| Employee + 1 | \$50.00 | \$75.00 |
| Employee + Family | \$75.00 | \$112.50 |
| HMO | | |
| Employee | \$75.83 | \$60.00 |
| Employee + Spouse | \$205.83 | \$170.00 |
| Employee + Child(ren) | \$162.50 | \$150.00 |
| Employee + Family | \$281.67 | \$225.00 |
| Dental Plan 1 | | |
| Employee | \$34.00 | \$34.00 |
| Employee + Family | \$48.00 | \$48.00 |
| Dental Plan 2 | | |
| Employee | \$41.00 | \$41.00 |
| Employee + Family | \$68.00 | \$68.00 |

Pay Period Employee Rates

| | | |
|-----------------------|----------|----------|
| | | |
| Medical Plan A | | |
| Employee | \$11.54 | \$18.75 |
| Employee + 1 | \$34.62 | \$56.25 |
| Employee + Family | \$46.15 | \$75.00 |
| Medical Plan B | | |
| Employee | \$0.00 | \$7.50 |
| Employee + 1 | \$23.08 | \$37.50 |
| Employee + Family | \$34.62 | \$56.25 |
| HMO | | |
| Employee | \$35.00 | \$30.00 |
| Employee + Spouse | \$95.00 | \$85.00 |
| Employee + Child(ren) | \$75.00 | \$75.00 |
| Employee + Family | \$130.00 | \$112.50 |
| Dental Plan 1 | | |
| Employee | \$15.69 | \$17.00 |
| Employee + Family | \$22.15 | \$24.00 |
| Dental Plan 2 | | |
| Employee | \$18.92 | \$20.50 |
| Employee + Family | \$31.38 | \$34.00 |

*Semi-monthly payments will be made on the 1st and 2nd pay day of each month. No deduction will be taken on the 3rd pay day in a month.

Approved 10-23-01
John C. Dwyer

AGENDA ITEM 32

Consider approving proposal to sell properties acquired through tax sales by Round Rock ISD.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve proposal to sell properties acquired through tax sales by Round Rock ISD.

Vote: 5 - 0

< Attachment >

**LINEBARGER GOGGAN BLAIR
PEÑA & SAMPSON, LLP**

ATTORNEYS AT LAW
1949 SOUTH I.H. 35
P.O. BOX 17428
AUSTIN, TEXAS 78760

(512) 447-6675
FAX (512) 443-3494

Brian E. Brown

October 16, 2001

Honorable John C. Doerfler
Williamson County Judge
Courthouse - 2nd Floor
710 Main St.
Georgetown TX 78626

*Approved 10-23-01
John C. Doerfler*

**RE: Proposal to Sell Properties Acquired through Tax Sales by Round Rock
Independent School District**

Dear Judge Doerfler:

Round Rock Independent School District has acquired a number of properties as a result of tax sales wherein no minimum bids were received. These properties are held in trust for the School District and any other taxing unit that was also owed taxes. The Round Rock School Board adopted a policy in March 1995 to facilitate the sale of these properties in a fair manner that will serve to maximize the money received for these properties and to get the properties back into private ownership so that they can be added to the tax rolls for future tax years. The Williamson County Commissioner's Court approved this procedure by resolution in July 1995.

The procedure adopted by the School District calls for the properties to be sold by sealed bid to the highest cash bidder. The notice of the bid opportunity will be published in a newspaper of general circulation two (2) times at least 14 days prior to the deadline for submitting bids. The school district procedure requires the presiding officer of each taxing unit involved to join in the execution of the deeds.

This notice is being sent to you to in accordance with District policy requiring notification to taxing units which have an interest in properties to be auctioned. I am enclosing a listing of the properties which we believe your county is involved. In accordance with applicable state law, the proceeds from the sale of each property will be used to pay the court costs, sheriff fees, and costs of sale first. The balance will be used to pay the taxes owed to each taxing unit. If there are not sufficient funds to pay all the taxes each taxing unit will receive a prorata share. If there are any excess proceeds after paying all costs and taxes they will be divided proportionally among the taxing units.

Please let me know if you have any questions or comments concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian E. Brown". The signature is fluid and cursive, with the first name "Brian" being more prominent.

Brian E. Brown
Attorney

BEB/pjd

Enclosures:

-List of properties to be sold

c Forrest C. Child, Jr., Tax Assessor-Collector
c: Round Rock Consolidated Tax Office
P. O. Box 1750
Round Rock, Texas 78680

ROUND ROCK INDEPENDENT SCHOOL DISTRICT
PROPOSED SEALED BID AUCTION LIST
DECEMBER 14, 2001

| Item No. | Property Description | 2001 CAD Value | Judgment Amt. | Struck-off Date | General Description |
|----------|--|--------------------------------|---------------|-----------------|---|
| 1 | NE 50' of Lot 12, Block 8, Northridge Acres Revised (R068881) | \$14,016.00 no improvements | \$1,491.17 | Dec. 1997 | Small partial lot in sparsely developed area (On Wm./Travis County line) |
| 2 | Lot 1-B, Block A, Summit Plaza Subdivision (R336399) | \$46,850.00 no improvements | \$10,989.69 | Sept. 2000 | 0.239-acre grass strip situated in the middle of a retail center parking lot (Round Rock) |
| 3 | Lot 2A, Block 1, Windy Park Sec. 2 Revised (R313351) | \$15,000.00 no improvements | \$1,584.70 | May 1999 | Small lot, over 50% of which is drainage easement. |
| 4 | 0.2755 Acres, Holder Surv., AKA Pt. Lot 17, Merrill Addition (R066643) | \$20,000.00 no improvements | \$10,457.30 | December 1997 | Large corner lot at the east end of E. Main at Greenlawn Street (Round Rock) |

AGENDA ITEM 33

Discuss and take any appropriate action regarding issuance of certificates of obligation.

No action was taken on this agenda item, which will be added to the October 30, 2001 agenda.

**ROUND ROCK INDEPENDENT SCHOOL DISTRICT
PROPOSED SEALED BID AUCTION LIST
DECEMBER 14, 2001**

| Item No. | Property Description | 2001 CAD Value | Judgment Amt. | Struck-off Date | General Description |
|----------|--|--------------------------------|---------------|-----------------|---|
| 1 | NE 50' of Lot 12, Block 8, Northridge Acres Revised (R068881) | \$14,016.00 no improvements | \$1,491.17 | Dec. 1997 | Small partial lot in sparsely developed area (On Wm./Travis County line) |
| 2 | Lot 1-B, Block A, Summit Plaza Subdivision (R336399) | \$46,850.00 no improvements | \$10,989.69 | Sept. 2000 | 0.239-acre grass strip situated in the middle of a retail center parking lot (Round Rock) |
| 3 | Lot 2A, Block 1, Windy Park Sec. 2 Revised (R313351) | \$15,000.00 no improvements | \$1,584.70 | May 1999 | Small lot, over 50% of which is drainage easement. |
| 4 | 0.2755 Acres, Holder Surv., AKA Pt. Lot 17, Merrill Addition (R066643) | \$20,000.00 no improvements | \$10,457.30 | December 1997 | Large corner lot at the east end of E. Main at Greenlawn Street (Round Rock) |

Turner Collie & Braden Inc.

Engineers • Planners • Project Managers

400 West 15th Street
Suite 500
Austin, Texas 78701
512 472-4519
Fax 512 472-7519
E-Mail: tcbaus@io.com

October 11, 2001

81-21122-001

Mr. Michael Weaver
Principal
Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, Texas 78704

Re: Additional Services for Parmer Lane Project

Dear Mike:

We are delivering Supplemental Agreement No. 2 to Work Authorization No. 1, Preliminary and Final Design Services for Parmer Lane FM 1431 to SH 29. This supplemental agreement modifies our scope of work and contract budget. These contract modifications are in response to work Turner Collie & Braden, Inc. (TC&B) staff will perform, which was not included in Work Authorization No. 1. This additional work relates to designing the bridge across Brushy Creek, subsequent retaining walls adjacent to the bridge and complying with TNRCC water quality requirements within the Edwards Aquifer Contributing Zone.

The scope of work and budget prepared for Work Authorization No. 1 was prepared assuming box culverts could be used for Brushy Creek. However, during the design, it was determined that it was more economically feasible to proceed with a bridge across the creek due to the high volume of water within the FEMA channel.

Likewise, development of the original scope of work assumed slope easements would be obtained for all necessary locations where the transition from proposed roadway to existing terrain exceeded the proposed right of way. Due to the hilly terrain and 60 mph design speed, it was found to be economically beneficial to place retaining walls through the fill section of the project adjacent to the proposed Brushy Creek bridge. Design of these walls was not included in the original scope.

Concerning the TNRCC Edward's Aquifer Contributing Zone (EACZ), our original scope of work did not include work for complying with these regulations. At the time the original scope was developed, we were unsure of the location of the Recharge Zone versus the Contributing Zone and the amount of design necessary. Upon determining the project's location within these zones and the subsequent amount of design necessary to comply with the TNRCC regulations, it was determined full Best Management Practices (BMPs) would be required. We will design vegetative filter strips, grassy swales, and sedimentation ponds to accommodate TNRCC EACZ compliance as needed for the section from FM 1431 to FM 2243.

10/23/2001

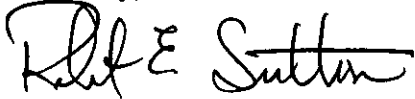
Page 329

Turner Collie & Braden Inc.

Mr. Michael Weaver
October 11, 2001
Page 2

If you have any questions regarding these events or our request please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Sutton". The signature is fluid and cursive, with the first name "Robert" and last name "Sutton" clearly legible, and a middle initial "E" in between.

Robert E. Sutton
Vice President

LES/les

cc: File
Leticia Sosa

Contract No. _____

**SUPPLEMENTAL AGREEMENT NO. 2
TO
WORK AUTHORIZATION NO. 1**

This Supplemental Agreement is made pursuant to the terms and conditions of Work Authorization No. 1 entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Turner Collie & Braden Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following additional engineering services:

Comply with TNRCC Edwards Aquifer Contributing Zone (EACZ) regulations for the section of Parmer Lane from FM 1431 to FM 2243. This includes designing Best Management Practices (BMPs) and submitting a contributing zone.

Design retaining wall and prepare layout sheets for areas of excessive fill directly adjacent to the proposed Brushy Creek bridge structure. The retaining walls will be designed using an MSE wall design, in accordance with TxDOT and Williamson County procedures.

Prepare the bridge layout and details for Parmer Lane across Brushy Creek. The bridge details will be prepared following TxDOT procedures and presentation guidelines. The bridge will comply with the roadway typical section widths. The bridge will be approximately 400 feet in length.

Part 2. The maximum amount payable for services under this Work Authorization has been increased by this supplemental agreement by \$143,104. The maximum amount payable under this contract has been modified to \$1,309,335.

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

Part 4. This Supplemental Agreement shall not extend the original date of final acceptance of the parties hereto. The final contract will terminate 838 calendar days after notice to proceed which was on May 8, 2001.

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

Contract No. _____

SUPPLEMENTAL AGREEMENT NO. 1
TO
WORK AUTHORIZATION NO. 1
(Con't.)

Part 6. This Supplemental Agreement is hereby accepted and acknowledged below.

ENGINEER:

Turner Collie & Braden Inc.

By: *Robert Cuellar*
Signature

Robert Cuellar, P.E.
Printed Name

Executive Vice President
Title

October 15, 2001
Date

COUNTY:

Williamson County, Texas

By: *John C. Doertler*
Signature

John C. Doertler
Printed Name

County Judge
Title

10-23-01
Date

Exhibit A – Summary of Fees

OK
10-16-2001

EXHIBIT A SUMMARY
SUMMARY OF FEES

SUPPLEMENTAL AGREEMENT NO. 2

Parmer Lane - Williamson County
JOB NO. 81-21122-001

| | Description | TC&B | | Survcon | | Fugro South | | Total | |
|-----|-------------------------------------|------|------------|---------|------------|-------------|------------|-------|------------|
| | | Hrs | Labor Cost | Hrs | Labor Cost | Hrs | Labor Cost | Hrs | Labor Cost |
| | PHASE 2 - PS&E | | | | | | | | |
| I | TNRCC COMPLIANCE | 736 | \$62,168 | | | | | 736 | \$62,168 |
| | | | | | | | | | |
| II | RETAINING WALLS | 226 | \$19,616 | | | | | 226 | \$19,616 |
| | | | | | | | | | |
| III | BRIDGE DESIGN - BRUSHY CREEK BRIDGE | 590 | \$52,388 | | | | | 590 | \$52,388 |
| | | | | | | | | | |
| | SUBTOTAL | 1552 | \$134,172 | 0 | \$0 | 0 | | 1,552 | \$134,172 |
| | TOTAL NON LABOR COST | | \$8,932 | | | | | | \$8,932 |
| | | | | | | | | | |
| | TOTALS | 1552 | \$143,104 | 0 | \$0 | 0 | \$0 | 1,552 | \$143,104 |

EXHIBIT A
FEE BREAKDOWN
Palmer Lane - Williamson County

| Labor Multiplier: 1.0000 | | | | | | | | | | | | |
|---|---|-------------------|--------------------|--------------------|----------|------------------------|--------------|-------|----------------|----------------|-----------------|-------------------------|
| SHEETS FR TO | DESCRIPTION | # of Sheets | Hours | | | | | | Admin. Tech | Total Hours | Hours/ Sheet | Total Burden Cost |
| | | | Project Manager | Senior Engineer | Engineer | Sr. CADD Specialist | CADD Tech | 45.00 | | | | |
| | | | \$ 164.00 | \$ 142.00 | \$ 90.00 | \$ 73.00 | \$ 54.00 | \$ | | | | |
| PHASE 2 - PS&E | | | | | | | | | | | | |
| I TNRCC COMPLIANCE | | | | | | | | | | | | |
| | A. CONTRIBUTING ZONE APPLICATION | | 8 | 12 | 40 | | 12 | 20 | | 92 | - | \$ 8,164 \$ 8,164 |
| | B. DESIGN OF GRASSY SWALES | 2 | | 4 | 40 | | 20 | | | 64 | 32 | \$ 5,248 \$ 5,248 |
| | C. DESIGN OF VEGETATIVE FILTER STRIPS | 2 | | 4 | 40 | | 20 | | | 64 | 32 | \$ 5,248 \$ 5,248 |
| | D. DESIGN OF SEDIMENTATION/FILTRATION PONDS | 20 | 8 | 48 | 240 | 100 | 120 | | | 516 | 26 | \$ 43,508 \$ 43,508 |
| | Subtotal | 24 | 16 | 68 | 380 | 100 | 172 | 20 | | 736 | 31 | \$ 62,168 \$ 62,168 |
| II RETAINING WALLS | | | | | | | | | | | | |
| | A. RETAINING WALLS ALONG BRUSHY CREEK - FILL SECTION ONLY | 8 | 2 | 24 | 120 | 40 | 40 | | | 226 | 28 | \$ 19,616 \$ 19,616 |
| | Subtotal | 8 | 2 | 24 | 120 | 40 | 40 | 0 | | 226 | 28 | \$ 19,616 \$ 19,616 |
| III BRIDGE DESIGN - BRUSHY CREEK BRIDGE | | | | | | | | | | | | |
| | A. STRUCTURE LAYOUTS | 2 | | 40 | 28 | 8 | 20 | | | 96 | | \$ 9,864 \$ 9,864 |
| | B. SPAN DESIGN | 8 | | 24 | 86 | 68 | 40 | | | 218 | | \$ 18,272 \$ 18,272 |
| | C. BENT DESIGN | 5 | | 14 | 76 | 44 | 30 | | | 164 | | \$ 13,660 \$ 13,660 |
| | D. FOUNDATION DESIGN | 1 | | 2 | 18 | 10 | 10 | | | 40 | | \$ 3,174 \$ 3,174 |
| | E. SUMMARY TABLES | 1 | | 4 | 16 | 2 | 10 | 2 | | 34 | | \$ 2,784 \$ 2,784 |
| | F. QA/QC | | | 24 | 12 | 2 | | | | 38 | | \$ 4,634 \$ 4,634 |
| | Subtotal | 17 | 0 | 108 | 236 | 134 | 110 | 2 | | 590 | 35 | \$ 52,388 \$ 52,388 |
| | TOTAL LABOR COSTS | | | | | | | | | | | \$ 134,172 |

596 Workstation hours \$ 14.00 Per hour \$8,344
49 Mylar Plots \$ 12.00 Per Print \$588

TOTAL NON LABOR COST \$8,932

TOTAL PROJECT COST \$ 143,104

AGENDA ITEM 35

Consider authorizing limited intervention in federal redistricting actions.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To authorize limited intervention in federal redistricting actions to prevent district lines from being drawn through individual homes.

Vote: **5 - 0**

AGENDA ITEM 36

Discuss and take any appropriate action on road bond program.

No action was taken on this agenda item.

AGENDA ITEM 37

Hear report from Land Strategies on revised plan for regional park and take any appropriate action.

Paul Linehan of Land Strategies gave an update on Phase 1 of the regional park and discussed possible revisions to the plan, due to the topography of the site.

No action was taken on this agenda item, which will be added to the October 30, 2001 agenda.

AGENDA ITEM 38

Consider approving additional services on regional park for Moman Architects and/or Gray Jansing & Associates.

No action was taken on this agenda item, which will be added to the October 30, 2001 agenda.

AGENDA ITEM 39

Consider approving annual agreement with Williamson County Humane Society.

Guy Bilyeu, Executive Director of the Humane Society of Williamson County, addressed the court regarding improvements made in the last year and answered questions about the facility.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve the annual agreement with Williamson County Humane Society.

Vote: **5 - 0**

< Attachment >

ADMINISTRATIVE AGREEMENT
BETWEEN
THE WILLIAMSON COUNTY HUMANE SOCIETY, INC.
AND WILLIAMSON COUNTY, TEXAS

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the Williamson County Humane Society, a non-profit organization organized under the laws of the State of Texas, hereinafter referred to as the 'Humane Society', and Williamson County Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County". The parties hereto have severally and collectively agreed, and by the execution hereof are bound to the mutual obligations and to the performances and accomplishments of the objectives hereinafter described.

SECTION 2. AGREEMENT PERIOD

The period for performance of this agreement shall commence October 01, 2001, and shall continue thereafter until September 30, 2002, or longer, subject to the mutual satisfaction of the parties and recertification of the agreement, or until termination of the agreement as set out below.

SECTION 3. FUNDING

A. 2000-2001 and 2001-2002 Animal Control Budget. License fees, boarding fees, and reclamation fees (as more particularly set out hereinbelow) shall provide additional funds necessary for the continued operation of the animal control program. Such fees shall be in addition to the flat fee, as more particularly set out hereinbelow.

B. Fees

1. License Fees. Each dog and cat within the unincorporated areas of the County shall be registered once each year by its owner through either the Humane Society or a veterinarian practicing in the County. The license fee shall be \$5.00 for any animal which has been neutered or spayed, and \$20.00 for any animal which has not been neutered or spayed, or 'intact'. These license fees shall be collected by the Humane Society to be used in the sole discretion of the Humane Society for the continued operation of the animal shelter.

2. Reclamation Fees. Reclamation fees shall be assessed against an animal's owner at the time of reclamation of any impounded animal. These moneys shall be collected by Humane Society to be used in the sole discretion of the Humane Society for the continued operation of the animal shelter. The reclamation fees shall be as follows:

- (a) The first time an animal is impounded, the fee may be \$15.00.
- (b) The second time an animal is impounded, the fee shall be \$25.00.
- (c) The third time the same animal is impounded, the fee shall be \$35.00.

- (d) For each succeeding time the same animal is impounded, the fee shall be \$35.00.

3. Boarding Fees -- Reclaimed Animals. In addition to the reclamation fees described in Section 3(B)(2), above, boarding fees shall be charged an animal's owner at the time of reclamation of any impounded animal. These moneys shall be collected by the Humane Society and added to the Animal Control funds, to be used for the continued operation of the animal shelter. The boarding fee shall be \$10.00 for each 24-hour period, or portion thereof.

4. Boarding Fees -- Non-reclaimed Animals. In the event an animal from an area serviced by Williamson County Animal Control is not reclaimed by its owner, boarding fees shall be charged to the County, and the County hereby agrees to pay the Humane Society the boarding fees. These moneys shall be collected by the Humane Society and added to the Animal Control funds, to be used for the continued operation of the animal shelter. The boarding fee for each non-reclaimed animal shall be \$5.00 for each 24-hour period, or portion thereof. Maximum billing shall be no more than three (3) days unless specifically requested by Animal Control.

Because there is no adequate public pound in the County for citizens to release ownership of their animals, the County agrees to pay the fee for one (1) day's boarding for any animal released to the Humane Society from an area serviced by Williamson County Animal Control. These moneys shall be collected by the Humane Society and added to the County Animal Control funds, to be used for the continued operation of the animal shelter.

5. Rabies Testing. When an animal bites a person, state law requires that the animal must be either (i) tested for rabies by submission of its brain to a state lab, or (ii) quarantined for ten (10) days. Before testing (decapitating), animals shall be held a maximum of three (3) days for the purpose of attempting to locate an owner or allowing owner to pay for the ten (10) days of observation. In the event the animal is not reclaimed, the County shall pay the \$5.00 per day boarding fee as provided for herein, together with the \$25.00 handling fee. These moneys shall be collected by the Humane Society and added to the County Animal Control funds, to be used for the continued operation of the animal shelter.

6. Flat Fee. For the term of this agreement the County shall pay to the Humane Society \$4,166.67 per month.

- C. Animal Defined. For purposes of fees, animal is defined as any single animal or a litter consisting of animals less than four (4) months of age.

SECTION 4. PERFORMANCES BY THE HUMANE SOCIETY

A. Licensing. The Humane Society shall be responsible for the distribution and sale of all County dog and cat licenses for the period of performance of this agreement, commencing on October 1, 2001, and continuing thereafter until September 30, 2002, both directly and through licensed veterinarians practicing in the County. All licenses shall be sold in accordance with the ordinances and regulations of the County and at the fees established therein. The Humane Society shall be responsible for procuring the license tags and providing all materials necessary for record keeping.

B. Collection of Fees. The Humane Society shall collect, on behalf of the County, any charges designated by the Animal Control Officer, the Agreement or the ordinances and regulations of the County before releasing an animal to an owner reclaiming it. Such moneys collected shall be reported monthly to the County Auditor's office. The Humane Society shall retain all license fees, boarding fees, and reclamation fees collected, to be used as part of the County Animal Control Budget, as provided for in Section 3(A), hereinabove. The Humane Society shall not charge the County any administrative fees. Boarding fees shall be charged to the County as more particularly set out hereinabove.

C. Boarding. Every animal not wearing a license tag and not claimed and redeemed by the owner prior to the expiration of three (3) calendar days, not including the day of impoundment or days the shelter is closed to the public, shall become the sole and exclusive property of the Humane Society. Every animal wearing a license tag and not claimed and redeemed by the owner prior to the expiration of seven (7) calendar days, not including the day of impoundment or days the shelter is closed to the public, shall become the sole and exclusive property of the Humane Society.

D. The Humane Society agrees to accept each and every animal delivered by the County, its officers, agents, or employees and to provide each and every animal with shelter, food, water, and all other humane treatment of the same degree and kind that the Society provides for all other animals coming into its custody and control, except as hereinafter stipulated.

E. The Humane Society agrees to keep its animal shelter open to the public not less than six (6) hours per day on weekdays and not less than three (3) hours on Saturdays for the purpose of giving owners ample opportunity to redeem their impounded animals.

F. The Humane Society shall provide facilities for rabies observation on a continuing basis for at least two (2) dogs and four (4) cats. If requested by the County, animals delivered to the Society for rabies observation shall be isolated for a period of ten (10) days.

SECTION 5. PERFORMANCES BY THE COUNTY

The County shall be responsible for all aspects of animal control within the County limits except for the responsibilities assumed by the Humane Society pursuant to this Agreement. The County shall also be responsible for the prompt payment of any fees charged it by the Humane Society as set out in this Agreement.

SECTION 6. GENERAL ADMINISTRATION

A. Office Space. The Humane Society shall provide, at no cost to the County, office space for County Animal Control and parking for the Animal Control vehicles at the Humane Society's offices located at 3737 CR 272, Leander, Texas.

B. Record Keeping. The Humane Society shall be responsible for keeping complete written records of all animal licenses issued, including the following:

- (1) Name, address, and phone number of the owner;
- (2) Species, sex, description, age, and name of the animal;

- (3) Name of veterinarian;
- (4) Date and ID number of rabies vaccinations; and
- (5) Date and number of license issued.

All such records shall be made available to County Health Department and the County Animal Control officer during regular business hours at the Humane Society.

C. Audits. All financial transactions of the Humane Society shall be audited by the office of the County Auditor. For this purpose, the Humane Society shall submit a monthly report to the County Auditor's office. Additionally, an annual on-site audit may be conducted by the office of the County Auditor. All financial records shall be made available to the County Auditor and his representatives during regular business hours at the Humane Society Office.

D. Animal Control Officer. The Animal Control Officer shall be responsible for completing, at the time of arrival, the holding forms on each animal brought in, including but not limited to written instructions as to any charges or special handling. The Animal Control Officer shall implement the policies of operation of the Animal Control Department as set out by the County.

E. Costs of Operation. The Humane Society shall be solely responsible for all shelter operations, maintenance, and costs. The Humane Society has sole responsibility for the operations and policies of the animal shelter.

F. Personnel.

1. Staff at Animal Shelter. The Humane Society shall be responsible for the staff, both paid and volunteer, necessary for the routine operation of the animal shelter and for administration of the licensing program. Such responsibility shall include but not be limited to compensation, insurance, and/or any other benefits for its staff.

2. Animal Control Office. The County shall be responsible for the hiring and compensation of its Animal Control Officer(s).

SECTION 7. PLANNING OBJECTIVES

Both parties shall work closely together for the welfare of the citizens and animals of Williamson County. The Humane Society shall cooperate with the County in helping to develop future budgets and programs for Animal Control.

SECTION 8. EVALUATIONS

This agreement shall be reviewed annually as part of the County budget process. If, during the agreement year, any dispute arises between the Humane Society and the Department of Animal Control which cannot be resolved by them, they shall be referred to the County Commissioners or their representative for settlement of the dispute.

SECTION 9. FORCE MAJEURE CLAUSE

The parties agree and acknowledge that the County, its officers, agents, and employees shall not in any way be responsible for any acts, occurrences or events which are caused by some third party, including but not limited to the Humane Society, which may affect, disrupt or terminate this agreement and thereby prevent the County's employees from performing the service contemplated hereunder.

The parties agree and acknowledge that the Humane Society, its officers, agents, employees and volunteers shall not in any way be responsible for any acts, occurrences, or events which are caused by some third party, including but not limited to the County, which may affect, disrupt, or terminate this agreement and thereby prevent the Humane Society's employees from performing the service contemplated hereunder.

SECTION 10. GENERAL AND ADMINISTRATIVE PROVISIONS

A. This agreement shall be binding upon and inure to the benefit of the parties hereto and other entities which might follow that would qualify at law as a successor in interest, and to executors, administrators, legal representatives and assigns. Notwithstanding the foregoing, this Agreement may not be assigned except as agreed upon in writing by both parties.

B. The Humane Society shall comply with the Law and Order Precedence. In rendering performance herein, the Humane Society shall comply with the requirements of applicable federal, state, and local laws and regulations. In the event of a conflict between such laws and regulations and terms and conditions of this agreement, precedence shall be given to the most restrictive provisions of such laws, regulations, terms and conditions, as determined by the County.

C. There shall be no waiver. The failure or delay in the enforcement of the rights at law here inscribed to the parties shall not constitute a waiver of said rights to be considered as a basis for estoppel. The parties may exercise its rights despite said delay or failure to enforce said rights.

D. This agreement is subject to Texas law. Any and all obligations or payments are due and payable in Williamson County, Texas, and the venue for any legal action relating to this agreement shall be in Williamson County, Texas.

E. This agreement is subject to severability. If any provision herein is, for any reason, held in violation of any applicable law, and so much of said agreement is held to be unenforceable, then the invalidity of such a specific provision shall not be held to invalidate any other provisions, which other provisions shall remain in full force and effect unless removal of invalid parts destroys the legitimate purposes of this agreement. In the latter case, as determined by the County, this agreement shall be canceled.

F. The County shall not be held liable for, and shall be saved and held harmless by the Humane Society from and against any and all claims for damages of every kind, for injury to and death of any persons or animals and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations, performance or negligence of the Humane Society under this Agreement. The Humane Society shall not be held liable for, and shall be saved and held harmless by the County from and against any and all claims for damages of every kind, for injury to and death of any persons or animals and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations, performance or negligence of the County under this Agreement.

G. The Humane Society shall purchase and maintain such comprehensive general liability insurance as is deemed necessary by the County. The Humane Society shall provide the County with a Certificate of Insurance evidencing the above, and said Certificate shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the County by certified mail.

H. Either party may terminate this Agreement if the other party fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching party within ten (10) days of the receipt of written notice being given by the non-breaching party.

I. The County may cancel this Agreement for convenience and without cause upon ninety (90) days written notice to the Humane Society.

J. Any notice required or permitted to be given under this Agreement shall be sufficient if written and hand-delivered or sent by registered mail, return receipt requested, as follows:

If to the County:

County Judge, Williamson County, with a copy to the County Attorney, Williamson County

If to the Humane Society:

President
Williamson County Humane Society
3737 CR 272
Leander, Texas 78641

or at any other address that may be given by any party to the other party by notice in writing.

K. The Humane Society, in furnishing services to the County, is providing services as an independent contractor. The Humane Society is not to be construed as an employee, agent or acting as the agent of County in any respect, regardless of any other provisions herein to the contrary.

L. Notwithstanding any provision contained in this Agreement to the contrary, in the event no funds, or insufficient funds, are appropriated and budgeted by the County or are otherwise unavailable in any fiscal period for payments due under this Agreement, the County will notify the Humane Society as soon as practicable of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made, without penalty to the County.

Signed, accepted, and agreed to this 23rd day of OCTOBER, 2001, by the undersigned parties, who execute this legal document within the authorities granted to them by respective entities.

WILLIAMSON COUNTY
HUMANE SOCIETY, INC.

WILLIAMSON COUNTY, TEXAS

By: _____
Doug Cornwell, President

By: John C. Doerfler 10-23-01
John C Doerfler, County Judge

ATTEST:

ATTEST:

By: _____
Joni Clarke, Secretary

By: Nancy E. Ristar
Nancy E. Ristar, County Clerk

AGENDA ITEM 40

Discuss and take any appropriate action on jail/courthouse annex expansion.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve proposal from Baker-Aicklen & Associates for additional professional services related to final plat preparation and plat processing for the jail and courthouse expansion project.

Vote: 5 - 0

< Attachment >



**BAKER-AICKLEN
& ASSOCIATES, INC.**
Engineers/Surveyors

October 10, 2001

Proposal #01-7174asa

Fax: (512) 260-4284

Mr. Greg Boatright
Williamson County
350 Discovery Blvd.
Suite 201
Cedar Park, TX 78613

**RE: Proposal for Additional Professional Surveying Services
Williamson County, Texas
Preparation of Final Plat for Jail and Courthouse Expansion**

Dear Mr. Boatright:

Thank you for the opportunity to provide this proposal for surveying services at the above referenced project. Basically Baker-Aicklen & Assoc., Inc. proposes to prepare a final plat for the above referenced project. Below is a specific list of our proposed Scope of Services and Basis of Compensation.

SCOPE OF SERVICES

Final Plat Preparation:

1. Perform boundary verification survey.
2. Locate property corners across right-of-ways.
2. Perform office computations and analyze findings to establish proper position of property lines and corners in area.
3. Prepare plat document.
4. Verify location and nature of easements per Client supplied title commitment.
5. Respond to review comments (one-time only).
6. Survey lot corners (stake and flag) on a one-time basis.

Plat Processing:

1. Meet with Client and the City to discuss objectives, special criteria, requirements, particular concerns and schedule prior to beginning work on the project.
2. Coordinate with local officials during review process.
3. Coordinate submissions of tax certificates, letters of credit and Client supplied fees, as appropriate.
4. Coordinate with local officials to secure approval.

CLARIFICATIONS

1. Client is to provide title run or owner's title commitment.
2. Client is to provide road vacation documents.
3. The Scope of Services assumes short form plat processing. No preliminary or conceptual plan is anticipated for this scope.
4. Boundary survey included in the Scope of Services does not constitute a Land Title Survey.
5. Recording and processing fees to be paid by Client.

BASIS OF COMPENSATION

We propose to provide the above-described Scope of Services on a lump sum basis and reimbursable expenses as listed below:

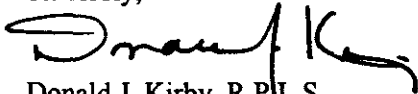
| | |
|-------------------------------|--------------------------|
| Final Plat Preparation | \$6,000.00 |
| Plat Processing | <u>\$1,000.00</u> |
| | \$7,000.00 |

The fee amount proposed above is based on personnel time required to perform the described Scope of Services. We agree to perform the services as detailed. Additional time requirements resulting from project scope changes or plan revisions beyond our control which cause work to be redone will be considered reasonable cause for us to seek additional compensation for services not included in these amount. Such services may be compensated for on an hourly-charge basis in accordance with the attached hourly rate schedule, at a mutually agreed-to lump sum amount, or as provided for in the Professional Services Agreement. Not included in the above fees is sales tax, which is mandated by State law on certain types of surveys. The firm's professional liability is limited to a total compensation under this agreement to a maximum of \$50,000.

If this proposal is acceptable, please endorse the enclosed agreement and return a copy to our office. The estimated completion date is two weeks from receipt of the executed agreement.

Thank for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to being of service to you.

Sincerely,



Donald J. Kirby, R.P.L.S.
Survey Manager

DJK:nsd

O:\01-SURVEYPROP\01-7174asa.doc

Williamson County as CLIENT, engages Baker-Aicklen & Associates, Inc. as SURVEYOR to perform professional services for the assignment described as follows: **Prepare Final Plat for Jail and Courthouse Expansion** proposal letter No. 01-7174asa dated October 10, 2001.

- I. **SERVICES:** SURVEYOR agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.
- A. **BASIC SERVICES:**
See attached letter proposal No. 01-7174asa dated October 10, 2001.
- B. **ADDITIONAL SERVICES:** All work performed by SURVEYOR which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Additional Services. These shall include:
1. Travel and subsistence to points other than SURVEYOR'S or CLIENT'S offices and project site.
 2. Copies of final reports, studies, drawings and other data in excess of one (1) set or that specified.
 3. Revisions to approved reports, studies, drawings and other data.
 4. Other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
- II. **COMPENSATION:** CLIENT agrees to pay SURVEYOR for above described services in accordance with the following descriptions, definitions, terms and conditions.
- A. **BASIC SERVICES:** Compensation will be on a lump-sum basis plus reimbursables: **\$7,000.00.**
- B. **ADDITIONAL SERVICES:** SURVEYOR'S compensation will be on an hourly-charge basis for personnel services plus Reimbursable Expenses (defined below):
1. **HOURLY CHARGE:** Hourly charges are to be based on the current Standard Rate Schedule effective at the time of billing.
 2. **REIMBURSABLE EXPENSES:** Expenses in connection with Additional Services shall include transportation and subsistence, cost of SURVEYOR'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
 - a. Transportation by SURVEYOR'S vehicles: at SURVEYOR'S standard rates if destination exceeds a 50-mile radius of SURVEYOR'S office.
 - b. Reproduction performed in SURVEYOR'S office: at prevailing commercial rates.
 - c. All others: actual cost to SURVEYOR plus 10% service charge.
- III. **PAYMENTS:** SURVEYOR will invoice CLIENT semi-monthly in amounts based on SURVEYOR'S estimate of the portion of the Basic Services completed, plus charges for Special Services performed. CLIENT agrees to promptly pay SURVEYOR at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.5% per month may be added to the unpaid balance of invoices not paid within 30 days after date of invoice. If the invoice is not paid within 60 days, SURVEYOR may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice.
- IV. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, CAD files, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR; however, Client will be furnished, upon request duplicate copies of original drawings, CAD files and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.
- V. **OPINION OF PROBABLE CONSTRUCTION COST:** Opinion of probable construction cost prepared by the SURVEYOR represents his reasonable skill as a design professional familiar with the construction industry. It is recognized, however, that the SURVEYOR has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the SURVEYOR cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- VI. **INSURANCE:** SURVEYOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. SURVEYOR also agrees to maintain public liability insurance covering claims against SURVEYOR for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.
- VII. **LIABILITY LIMITATION:** SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed amount of the total compensation received by SURVEYOR under this Agreement, limited to a maximum of \$50,000.
- VIII. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- IX. **TERMINATION:**
- A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
- B. **COMPENSATION PAYABLE ON TERMINATION:** On Termination, by either CLIENT or SURVEYOR, CLIENT shall pay SURVEYOR with respect to Basic Engineering Services which have been completed an amount fixed by applying the rate specified for Special Services in paragraph II. B to all Basic Services performed to the date of termination, plus an amount fixed by applying the rate specified in paragraph II. B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- X. **SUCCESSORS AND ASSIGNS:** CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.
- XI. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:
Attached letter proposal No. 01-7174asa dated October 10, 2001 a part of this agreement, as well as attached Standard Rate Schedule that may change without notice in consideration of changes in price indices and pay scales applicable to the period when services are in fact being rendered.
- XII. **INVALIDATION:** If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.
- XIII. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him. **BAKER-AICKLEN & ASSOCIATES, INC.**

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: A. William Waeltz, P.E., Branch Manager

Date: _____

AGENDA ITEM 41

Consider declaring an emergency and approving a budget amendment from cash ending balance for radio system:

0100-0409-005000 Non Departmental-Capital Outlay \$1,000,000.00

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To declare an emergency and approving a budget amendment from cash ending balance for radio system:

0100-0409-005000 Non Departmental-Capital Outlay \$1,000,000.00

Vote: **5 - 0**

< Attachment >

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

100-409 Non Departmental John C Doerfler
FUND DEPARTMENT

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE AUTHORIZED EXPENDITURES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT APPROPRIATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THIS NECESSARY EXPENDITURE; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 23 DAY OF October, 2001, A MOTION MADE BY COMMISSIONER LIMMER AND SECONDED BY JUDGE DOERFLER THE MOTION CARRIED BY A VOTE OF 5 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF BUDGETING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE 2000/2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND FROM THE UNAPPROPRIATED FUNDS IN THE GENERAL FUND, THE FOLLOWING AMOUNTS BE APPROPRIATED FOR THE FOLLOWING LINE ITEMS:

| ACCOUNT # | DESCRIPTION | AMOUNT |
|------------------|--------------------------|--------------|
| 0100-0409-005000 | Non Dept.-Capital Outlay | 1,000,000.00 |

WHEREUPON, A MOTION DULY MADE AND SECONDED, THE WILLIAMSON COUNTY COMMISSIONERS COURT DID AUTHORIZE THE COUNTY JUDGE TO SIGN THIS ORDER, THE COUNTY CLERK WAS INSTRUCTED TO FILE A COPY OF THIS ORDER WITH THE EXISTING BUDGET, AND TO FORWARD A COPY OF THIS ORDER TO THE COUNTY AUDITOR.

John C Doerfler
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK

800 uz
Radio Payment

AGENDA ITEM 42

Consider approving a reimbursement resolution from any future certificates of obligation issuance proceeds for 800mz radio system.

No action was taken on this agenda item, which was already addressed on June 20, 2000.

< Attachment >

Excerpt from June 20, 2000 Commissioners' Court Minutes:

134

AGENDA ITEM 31

Consider approving a reimbursement resolution from future C.O.'s or bond issuance for funds spent on enhancing radio system (800mz), including, but not limited to simulcast phase.

Judge Doerfler advised if the court should approve this system, Motorola has agreed for contract to begin in year 2001 with first payment due in October of that year.

Communications Director Geneva Simpson discussed the simulcast system covering the entire county which the existing system does not.

Cedar Park Financial Manager and Police Chief both expressed an interest in joining the county for improvement of their present system.

Commissioner Heiligenstein expressed opposition to this item which was not addressed earlier when up-grade of current system occurred. And the less than 95% percent radio coverage is in a small not heavily populated geographical portion of Williamson County with a small probability of incidents. "We still have 80% coverage on hand helds and 100% coverage on mobile telephones". Also the commissioner is concerned about Williamson County spending over \$5M without a consultant. He expressed his appreciation for work already done. The commissioner has confidence in and is aware of the professionalism of Geneva Simpson which makes it difficult for him not to support this system.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve a resolution of intent for reimbursement from future C.O.'s or bond issuance for funds spent on enhancing radio system (800mz), including, but not limited to simulcast phase.

Vote: Motion carried 3- 1 with Commissioner Heiligenstein voting against the motion

<Clerk copy here >

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
COSTS OF ENHANCEMENTS AND ADDITIONS TO THE
COUNTY EMERGENCY SERVICES RADIO SYSTEM**

WHEREAS, Williamson County, Texas (the "Issuer") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (the "Project") prior to the issuance of obligations to finance the Project;

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$15,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS _____.


County Judge, Williamson County

EXHIBIT A

Costs related to purchasing enhancements and additions to the radio system used by County emergency services.

WMSONCO: Radio/Enhancements

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

We, the undersigned Elected Officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 20TH DAY OF JUNE, 2000, at the County Courthouse (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

John Doerfler - County Judge
Mike Heiligenstein - County Commissioner, Precinct 1
Greg Boatright - County Commissioner, Precinct 2
David Hays - County Commissioner, Precinct 3
Frankie Limmer - County Commissioner, Precinct 4

and all of the persons were present, except the following absentees: David Hays, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
COSTS OF ENHANCEMENTS AND ADDITIONS TO THE
COUNTY EMERGENCY SERVICES RADIO SYSTEM**

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: 3

NOES: 1

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials of the Commissioners Court as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the

Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____

Nancy E. Rister
County Clerk

John C. Dwyer 6-20-00
County Judge

[COUNTY SEAL]

AGENDA ITEM 43**Comments from commissioners.**

Commissioner Heiligenstein requested that signs be placed at sites in subdivisions where future road extensions are planned. He also inquired about the CARTS committee and whether the district judges had set an indigent defense rate.

Judge Doerfler expressed concern over a new state law regarding roads in the extraterritorial jurisdictions of cities. The commissioners discussed the need for agreements with cities to address the issue of roads and road maintenance in the extraterritorial jurisdictions of cities.

Judge Doerfler announced that items for next week's agenda need to be submitted by 12:00 p.m. on Wednesday, October 24, 2001.

Commissioner Boatright briefly discussed the CAMPO meeting he attended yesterday, regarding the extension of Phase 1 of the Mopac project for an undetermined amount of time.

COMMISSIONERS' COURT ADJOURNED AT 12:43 P.M. ON TUESDAY, OCTOBER 23, 2001.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 353, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 30th day of October, 2001.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 

Deputy Clerk