

**AGENDA ITEM 22**

Consider reappointing Frank Anderson, Johnny Bryant, and Pat Hanger for the ESD District No. 1.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To reappoint Frank Anderson, Johnny Bryant and Pat Hanger as commissioners for the Emergency Services District No. 1 for 2-year terms.

Vote: 5 - 0

< Attachment >

**FAX LETTER**

December 11, 2002

Honorable John Doerfler  
County Judge  
Court House, Suite 201  
Georgetown, Texas 78626

Sent via fax to: 943-1662

Number of pages: 1

Dear Judge Doerfler,

Reference the appointment of members to the board of commissioners of Williamson County Emergency Services District No. 1 (ESD) in compliance with the provisions of the Texas Health and Safety Code, Vernon Civil Statutes, § 775.034.

The current two-year term of office of the following ESD commissioners will expire at the end of this year and, at your discretion, they should be re-appointed by the commissioners court:

Frank Anderson (current president)

Johnny Bryant

Pat Hanger

approved 12-17-02  
*John A. Doerfler*

If you have questions please contact me at phone 258-1038 or fax 258-1837.

Respectively Yours,

*Frank Anderson*

Frank Anderson  
President  
Board of ESD Commissioners

**AGENDA ITEM 23**

Discuss and take appropriate action to approve contract with Grant Development Services, Inc.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve a contract with Grant Development Services, Inc., to render professional services to assist in the preparation and submission of an application to the USDA's Watershed Protection Program for grant funds to repair damage in Hutto, Granger and Bartlett caused by flooding in July 2002.

Vote: **5 - 0**

< Attachment >

**LETTER OF AGREEMENT BETWEEN  
WILLIAMSON COUNTY COMMISSIONERS COURT PCT #4  
AND  
GRANT DEVELOPMENT SERVICES, INC.**

**STATE OF TEXAS**

**§**

**COUNTY WILLIAMSON**

This Agreement, made and executed this 17<sup>th</sup> day of DEC. 2002 by and between the Commissioner's Court of Williamson County Precinct #4 acting through its duly authorized official, Commissioner Frankie Limmer, hereinafter referred to as "County" and Grant Development Services, Inc., acting through its duly authorized official, J Gandolf Burrus, President, (hereinafter referred to as "GDS"), witnesseth:

**Whereas** the COUNTY desires to engage GDS to render professional services to assist in the preparation and submission of an application to United States Department of Agriculture's Watershed Protection Program (herein after referred to as the "Granting Agency") for grant funds to repair damage caused by the floods of July 2002.

**Now therefore**, in consideration of the premises and mutual undertakings of the parties hereto and in conformity with all applicable statutes and ordinances, the parties hereto agree as follows:

**1. TIME OF PERFORMANCE**

The services to be provided by GDS shall commence upon execution of this Letter of Agreement. All services required and rendered under this agreement shall be completed within a period of Twelve Months.

**2. SCOPE OF SERVICES**

The Scope of Services provided by GDS shall consist of ALL services required to submit a complete application for grant funding. There will be no additional fees for any services required for application submittal. The Services shall include, but not be limited to, the following:

- (a) Conduct needs assessment and verify the eligibility of the proposed project to receive Granting Agency support;
- (b) Coordinate all public notification activities
- (c) Prepare and submit applications for funding support to the Granting Agency
- (d) Prepare any oral presentations required to support the project.
- (e) Provide the Granting Agency with all documentation and data required to support the application

**3. COUNTY RESPONSIBILITIES**

- (a) The COUNTY shall designate one individual as the coordinator responsible for all communication and fulfillment of all the items included in the Letter of Agreement. That person shall be Williamson County Precinct #4 Commissioner Frankie Limmer.
- (b) The COUNTY shall publish public notices as required
- (c) The COUNTY shall identify the engineer to be utilized in the application design phase and shall provide compensation to the engineer as agreed separately.


**4. COMPENSATION**

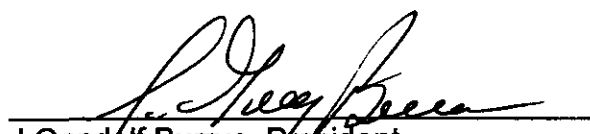
- (a) All application preparation and submission services described in the Letter of Agreement shall be provided for a lump sum fee of \$0.00 as a courtesy to Williamson County Precinct #4
- (b) GDS shall be paid a commission equal to five per cent (5%) on all grant funds secured.
- (c) If the project receives funding support from the granting agency, the County shall engage GDS to perform all administrative tasks required to bid the project, perform labor standards activities, supervise payrolls, request and distribute grant funds to contractors, complete environmental requirements and assist in the conduct of the close out audit.

**5. ACCESS TO INFORMATION:** It is agreed that all materials, data, reports, records and maps necessary for carrying out the Work described in Section 2 of this Agreement shall be readily made available to GDS at no cost to GDS.**6. AMENDMENTS TO LETTER OF AGREEMENT:** The sum total of the sections set forth in this Letter of Agreement constitutes a legally binding contract between the COUNTY and GDS. The Letter of Agreement may be amended only in writing and shall require the mutual consent of both parties. Should amendments be requested that exceed the Scope of Services provided in Section 2, the amount of additional compensations shall be negotiated based on the scope of the additional services to be rendered.**7. GDS RESPONSIBILITIES:** In addition to the obligations outlined in Section 1 and Section 2 of this Letter of Agreement, GDS agrees to comply with all requirements and any and all applicable rules, laws, or regulations, Federal State and local. GDS shall assume full responsibility for payments of Federal, State and local taxes for compensation received for services performed under this Letter of Agreement.

8. **TERMINATION OF AGREEMENT:** Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail. In the event this agreement is terminated without cause, GDS shall be compensated at a rate of \$75.00 per hour for services performed prior to receipt of the notice of termination.
9. **JURISDICTION:** All obligations of the parties created under this Letter of Agreement shall be performable in Williamson County, Texas.

EXECUTED in duplicate originals this 17 day of Dec 2002.

  
Judge John Doerfler  
For the Commissioner's Court of Williamson County

  
J Gandolf Burrus, President  
For Grant Development Services Inc

**AGENDA ITEM 24**

Consider authorizing January 29<sup>th</sup>, 2003 at 2:00 p.m. in the Commissioners' Court Room as date to receive bids for Justice of the Peace Building, Pct. #4 in Taylor.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize January 29<sup>th</sup>, 2003 at 2:00 p.m. in the Commissioners' Court Room as the date to receive bids for Justice of the Peace Building, Pct. #4 in Taylor.

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

**AGENDA ITEM 25**

Consider awarding bid for temporary shuttle service.

Bids were received from the following:

*Durham School Services, Austin, Texas*

*East Texas Transit Systems, Longview, Texas*

*Transco Shuttle Services, Austin, Texas*

Unsolicited offers were received from:

*Capital Metro, Austin, Texas*

*Capital Area Rural Transportation Systems, Austin, Texas*

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To award the bid for temporary shuttle service for the parking garage to Durham School Services.

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

< Attachment >



November 26, 2002

Ms. Ginny Atkinson  
Assistant Purchasing Director  
Williamson County Auditor's Office  
710 Main St., Suite 303  
Georgetown, Texas 78626

Dear Ms. Atkinson:


We are pleased to present this proposal for contracted shuttle service. Within our proposal, we've outlined ways that we can ensure you receive efficient, on time transportation services for your program. From driver training to vehicle maintenance, Durham School Services goes above and beyond to provide the highest quality transportation in the industry.

Durham has a professionally trained management team in place in our Pflugerville Customer Service Center that is fully capable of operating this program. They are focused on building a relationship with the community, county staff and our drivers, while providing the best possible service to our riders.

We began 50 years ago as a transportation company serving special needs students, and today we carry on the tradition of serving all our customers with special care. The level of caring and safety so necessary in transporting special needs students, and the extreme attention that must be paid to service quality, all carry over into how Durham operates each day.

I look forward to a partnership with Williamson County. If you have any questions or concerns regarding the enclosed proposal, please do not hesitate to contact me.

Sincerely,

  
Bruce Johnson  
General Manager

9011 Mountain Ridge Drive  
Suite 200  
Austin, Texas 78759  
Voice: 512.343.6292  
Fax: 512.343.6596  
[www.durhamschoolservices.com](http://www.durhamschoolservices.com)





**A Proposal for Shuttle Service  
for Williamson County**

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## **COMPANY HISTORY AND QUALIFICATIONS**

Durham School Services' sole business is student transportation. We trace our history back to 1917 to a three-bus company started in the San Gabriel Valley of California. The company provided pupil transportation service to the Rosemead School District, a customer we still serve today. In its early years, Durham specialized in special education transportation. This specialization has helped to nurture a commitment to quality service that is unique in the pupil transportation industry.

Over the years, the fleet has grown to its present size of more than 10,700 school buses, serving more than 310 school districts throughout the nation. School transportation is all we do. All of our organization is focused on one thing—getting kids to school safe, on time and ready to learn...every day. We currently employ 13,000 school bus drivers, mechanics and administrative personnel in 20 states. Durham's corporate headquarters, located in Austin, Texas, house the administrative and support functions for the company. The 106 Customer Service Centers are supported by regional operations teams.

Durham School Services, L.P., is a limited partnership. It is a division of National Express Corporation, the United States' subsidiary of National Express Group, PLC, one of the largest transportation firms in the United Kingdom. As such, our strong U.S. operations are backed by an acknowledged global leader in transportation. Please see Exhibit A for a copy of our most recent financial statement.

We have been doing business in Central Texas since 1985. In Exhibit B, we have included references.

## **DRIVER SELECTION AND TRAINING**

Durham School Services meets and exceeds all required state of Texas mandates for school transportation, and complies with all provisions of the Commercial Driver's License Act of 1986.

Each driver applicant is required to complete a Durham School Services employment application form. The recruitment staff reviews the application and if acceptable, the candidate continues the recruitment process by completing an Employee Safety Inventory (ESI).

The ESI is a paper-and-pencil inventory that is administered to all candidates who apply for driving positions. The ESI measures safety control, risk avoidance, stress tolerance, and driver attitude. It is administered prior to the structured interview, as the ESI results provide questions to ask the candidate.

In order to ensure that an applicant is a safe, responsible driver, Durham obtains a driver's abstract from the Texas Department of Public Safety, and reviews each applicant's driving record and accident history.

Following successful completion of the ESI, a member of the Customer Service Center's management team schedules a candidate for an interview. This highly structured interview is specifically designed for school bus drivers. It was developed for Durham School Services by Creative Leadership, Inc., which specializes in developing techniques for interviewing successful job applicants. The interview allows the interviewer to determine the applicant's qualifications to work with young people and their understanding of safe operations.

A criminal background check will be conducted up to the maximum extent allowed by law. Additional employment background checks will be made either by telephone or by mail of previous employers, listed references, or both.

Our qualifications and testing procedures include:

- Residing in the local area.
- Successfully completing the structured interview.
- Maintaining a driver abstract from the Texas Department of Public Safety with no moving violations or no "primary cause of accident" charge within three (3) years.
- Submitting to and passing a physical examination by a company-chosen doctor.
- Submitting to and passing a drug screening.
- Submitting to and passing a background check.
- Securing a Commercial Driver's License with air brake and passenger endorsement.
- Passing Durham's *Driving Evaluation Program*.

An applicant is rejected if they receive a "Not Recommended" result from their ESI evaluation; have an unsatisfactory driving record or accident history; were convicted of a motor vehicle felony; were convicted of a DUI offense; or have a criminal record in which they were convicted of a felony. In addition, an applicant is similarly rejected if they have a poor work history with their previous employer or if they misrepresent themselves on their application. Failure to pass the physical and bio-chemical drug screen is also grounds for rejection. If the structured interview does not indicate that the person has the commitment and desire to work with young people, they would not be considered for employment.

All of Durham's screening and interviewing techniques ensure that only the safest individuals are accepted into our driver-training program.

## **TRAINING PROGRAMS**

In all cases, our *School Bus Driver Training Program* exceeds requirements of the individual states in which we operate. For example, in Texas we require a minimum of 45 hours of training. Durham provides a minimum of 10 hours of classroom training and 10 hours of behind-the-wheel training. Two additional hours are dedicated to route observation, and three hours are divided according to the particular needs of the trainee. In some cases, based on the evaluation by the instructor, the trainee may be required to take additional hours of training.

Additionally, the state of Texas requires 20 hours of classroom training from the Texas Education Agency's *School Bus Driver Training Program*. According to Texas Education Agency Guidelines, the 20 hours of state classroom training must be completed within one year. However, pursuant to Durham company policy, all drivers must complete all TEA certification requirements within 60 days of completion of the Durham training program or the first available class.

Durham's training consists of the following:

#### **CLASSROOM TRAINING**

- Introduction to Durham Transportation and its history
- Company / Customer Service Center / school district policies
- Responsibilities of a Durham school bus driver in Texas
- Required information to obtain driving certification
- Accident procedures
- Adverse conditions driving techniques (adverse weather, road conditions, night)
- Brake systems (air and hydraulic)
- Defensive driving
- Emergency equipment (warning triangles, flares, fire extinguisher, First-Aid kit)
- Evacuation procedures
- Field trip procedures
- First-Aid and CPR
- Loading and unloading students
- Mechanical breakdown procedure
- Mirror use and reference point driving
- Pre / mid / post-trip inspections
- Public relations
- Radio operation and care
- Railroad crossing
- Student management
- Passenger safety awareness
- Durham School Services paperwork preparation

#### **BEHIND-THE-WHEEL TRAINING**

- Orientation of school buses (all types to be operated) and their equipment
- Backing lessons
- Brake test
- Agency familiarization including: railroad crossings, dangerous curves, hills, intersections, mergers, bus drives at the school, waiting points at school loading and unloading zones, and field trip pick-up points
- Emergency equipment use (warning triangles, flares, fire extinguisher, first-aid kit)
- Evacuation procedures
- Light system; operating the eight-light system (amber and red warning lights)
- Loading and unloading procedures
- Mirror set-up and adjustment
- Pre / mid / post-trip inspection
- Radio use
- Railroad crossing
- Route familiarization: drive a typical route performing all duties including inspections, route and map reading, loading and unloading
- Turning lessons (turning points for sharp and gradual turns)
- Vehicle Condition Report

The behind-the-wheel portion of the program covers the practical application of classroom theory, and develops the perceptions and timing necessary to safely operate a school bus.

In order to remain qualified as a Durham School Services driver, all drivers participate in at least ten (10) hours of in-service training per school year. This can be accomplished through attending mandatory monthly safety meetings, or special driver seminars and workshops.

Topics include, but are not limited to:

- Enhanced familiarization with the local community
- Public relations
- Pre/mid/post-trip inspections
- Brake systems (air and hydraulic)
- Road flares and triangles instruction
- Fire extinguisher instruction and demonstration
- Breakdown procedures
- Accident procedures
- Evacuation procedures
- Defensive driving techniques
- Poor road conditions and night driving techniques
- Railroad crossing procedures (Operation Lifesaver)
- Mirror use, backing, and turning point set-up
- Rules and regulations for loading/unloading
- Route and map reading
- Adverse terrain instruction (classroom and behind-the-wheel)
- Winter driving techniques (ice, skid control, chains)
- Post-accident retraining
- Fog, water, and wet roads
- Freeway vs. urban city street vs. rural road driving

As a part of our ongoing program to provide technical assistance and oversight to our Customer Service Centers, members of our region management team as well as individuals from the corporate staff who are responsible for our *Risk Management/Safety and Training Program* conduct periodic reviews. This ensures that we are in compliance with company, state, and federal laws, policies, and procedures. This effort is designed to allow us to provide the safest service possible to our customers and to enhance our existing programs.

All special education drivers complete additional instruction that familiarizes them to the unique needs of the disabled passenger. Special training includes use of wheelchair securement devices, equipment operation, and familiarization with the medical and behavioral needs of these special children.

## **SAFETY STANDARDS**

Durham's *Safety Program* is unified throughout the company and permeates each functional responsibility area at all levels, including the local Customer Service Center, regional operations team and corporate headquarters.

Each employee receives specific guidelines for safety standards governing his or her job. All personnel are expected to follow safety rules and to exercise caution in their work activities.

An effective safety program must be comprehensive—extending well beyond simple operation of the vehicle. It must address safety in all aspects of transportation including operations, training, maintenance and administration. It must address pupil safety, passenger safety, vehicle operation safety, traffic safety, tool and equipment safety, chemical safety, employee safety, workplace safety, shop safety and office safety.

At Durham School Services, we strive for safety excellence through partnership with our employees. We believe that without the participation of our employees, we cannot achieve our safety goals. Our approach is based upon what we like to call "The Safety Responsibility Equation." This equation takes into account the company's and the employees' responsibilities for safety.

Durham School Services is responsible for creating an environment where our employees can work safely and provide safe transportation. The first step in creating a safe work environment is to hire qualified candidates for all positions. Applicants must meet specific safety standards if they are to become Durham employees.

Preparing our employees to do their jobs safely is a large part of fulfilling this responsibility. Durham provides a thorough training program for new employees as well as ongoing training throughout their career with Durham. Both in new-hire training and monthly safety meetings, the focus is on providing safe transportation to children.

We provide our employees with safety communications to keep them focused on safety at all times. Posters, safety messages, and contests help keep their safety awareness at a high level. Each Customer Service Center has a safety committee responsible for promoting safety to all employees. We believe that giving employees a chance to contribute to their safety is part of our responsibility.

Reducing hazards that create unsafe conditions is also part of the company's responsibility. When routing buses, safety is our number one concern. We encourage our drivers to report unsafe conditions and partner with our dispatchers to fix them. We are constantly looking for ways to do things more safely.

Monitoring our employees' performance is also part of our responsibility. Through regularly scheduled driving evaluations, we ensure that our employees are applying the safe driving techniques they have learned during training. We also provide re-training for employees who need it.

Once the company has prepared the environment for safety, we rely on our employees to fulfill their part of the safety responsibility equation. Employees are expected to avoid unsafe acts that could lead to accidents or injuries. They are also expected to report unsafe conditions to management and help correct them.

Employees are held accountable for meeting their part of the safety responsibility equation. Employees who do not follow safety procedures receive re-training and discipline, when appropriate. Durham's program includes sufficient controls and compliance monitoring to ensure maintenance of the safest environment possible. And, because of the substantial resources available at both the regional and corporate level, Durham's local Customer Service Center personnel are assured of receiving the very best safety information and program assistance in the industry. Durham is committed to improving existing safety systems and processes, as well as developing and implementing innovative safety programs.

Working together to meet our safety responsibility, the company and our employees ensure that everyone enjoys safe, efficient transportation to and from school.

## **EMERGENCY PREPAREDNESS**

School bus accidents are rare, but we go to great lengths to ensure we are prepared for emergencies should they occur. Durham will instruct all K-3 students on how to properly enter and exit the bus, emergency evacuation techniques, and general school bus safety. By using live demonstrations videos, and education materials, drivers will teach students how they can enjoy a safe trip to and from school. Our drivers will also cover emergency and evacuation procedures prior to each non-reoccurring trip.

Each Durham School Services' Customer Service Center operates under a crisis management plan, which assists managers in classifying crisis severity and immediately notifying necessary support personnel. Durham also has a formal Crisis Response Team consisting of functional experts in safety, human resources, risk management, operations, and media relations. We have certified safety experts and a certified crisis manager on staff, all of whom are on call seven days a week, 24 hours a day.

## **INSURANCE**

Public liability insurance shall be maintained to protect the contractor and, as an additional insured, the client, its governing board, its officer, its agents, and its employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the contractor under this contract. Such insurance shall have a minimum combined single limit of one million dollars (\$1,000,000).

Workmen's compensation insurance shall be maintained as required by law and as will protect the contractor from claims, which may arise from his operation under this contract.

## **PREVENTIVE MAINTENANCE PROGRAM**

Our *Preventive Maintenance Program* is the most important phase of maintenance performed in our repair facilities. Through the scheduled inspection process, we maintain vehicle safety by identifying component defects and making all necessary adjustments, repairs, and part replacements.

Not only is each vehicle inspected on a scheduled basis, we also perform other service tasks—such as oil changes and chassis lubrication—according to Durham's and the manufacturers' recommendations. In following this process, we maximize the equipment's economic life as well as provide our customers with the safest vehicles possible.

Each bus is scheduled for preventive maintenance inspections according to hours of operation, miles traveled, or days operated, depending on the type of operation and service being provided. This process is accomplished through our computer tracking system. Preventive maintenance schedules are created through the computer tracking system, and printed on a weekly and monthly basis. Included with this system is a listing of other required adjustments and services performed per manufacturer's recommendations. This includes maintaining all mechanical systems such as brakes, tires, steering, suspension, drive train, electrical systems and all ancillary equipment of each bus.

Preventive Maintenance (PM) Inspections are recorded on Durham School Services' 60-point and 232-point PM Inspection checklists, which includes all vehicle components and systems. If a technician notes a

defect during the scheduled PM Inspection, they are required to note the defect on the inspection form. When the inspection is complete, all required repairs are listed on a repair order. All defects are discussed with the maintenance supervisor and the supervisor assigns the repair work to a technician for completion. If serious defects are noted, the bus is not returned to service until the repairs have been completed. Once all necessary repairs, adjustments, and service requirements have been performed, the technician will indicate to the supervisor that the job is complete and the vehicle is ready for service. The maintenance supervisor will then notify the dispatch office that the bus is ready. Completed inspections and component services are then updated in the computer tracking system.

With Durham's outstanding maintenance program, you can be assured that your students are transported in some of the best-maintained vehicles in the industry.

### **SAMPLE CONTRACT**

As requested, we have included a sample contract form in Exhibit C.

at 31 December 2001	Note	2001 £m	Group 2000 £m	2001 £m	Company 2000 £m
<b>Fixed assets</b>					
Intangible assets	12	503.6	523.7	–	–
Tangible assets	13	512.8	653.6	1.4	3.4
Investments and interests in associated undertakings	14	26.4	27.3	582.0	915.3
		1,042.8	1,204.6	583.4	918.7
<b>Current assets</b>					
Stock	16	21.4	20.7	–	–
Debtors	17	376.1	327.1	621.4	515.4
Cash at bank and in hand	18	92.3	53.8	56.7	7.2
		489.8	401.6	678.1	522.6
Creditors: amounts falling due within one year	19	(610.6)	(751.1)	(460.5)	(312.5)
Net current (liabilities)/assets		(120.8)	(349.5)	217.6	210.1
Total assets less current liabilities		922.0	855.1	801.0	1,128.8
Creditors: amounts falling due after more than one year	20	(405.1)	(458.2)	(355.6)	(428.8)
Provisions for liabilities and charges	22	(103.0)	(19.6)	(6.1)	(8.1)
		413.9	377.3	439.3	691.9
<b>Capital and reserves</b>					
Called-up share capital	24	6.6	6.5	6.6	6.5
Share premium account	25	43.7	40.5	43.7	40.5
Share capital to be issued	25	0.3	0.4	0.3	0.4
Merger reserve	25	15.4	57.3	–	214.2
Capital reserve	25	–	17.0	26.4	52.1
Revaluation reserve	25	0.8	17.5	–	–
Profit and loss account	25	341.8	233.6	362.3	378.2
Equity shareholders' funds		408.6	372.8	439.3	691.9
Equity minority interest		5.3	4.5	–	–
		413.9	377.3	439.3	691.9

P M White *Chief Executive*

W P Rollason *Finance Director*  
20 March 2002



## **References**

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Our Pflugerville Customer Service Center provides similar services for the following organizations:

Dittmar Recreation Center  
1009 West Dittmar Rd.  
Austin, Texas 78745  
(512) 938-1292  
Contact: Stacey Clack

Old Settler's Blue Grass Festival  
P.O. Box 28187  
Austin, Texas 78758  
(512) 346-0999  
Contact: Randy Collins

Staktek Corporation  
8900 Shoal Creek Blvd., Suite 125  
Austin, Texas 78757  
(512) 454-9531  
Contact: David Cunningham

Contract #  
**DISTRICT NAME**  
**Transportation Agreement**

## AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT, made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 200\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "**CUSTOMER**", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware Limited Partnership, hereinafter referred to as "**CONTRACTOR**".

### WITNESSETH:

The CUSTOMER and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. Scope of Contract. The CONTRACTOR shall furnish, operate, and maintain one (1) or more school-type buses for the transportation of passengers at such times and places as may be specified by the CUSTOMER. Such transportation may be on any day or days during the term of the Agreement and is supplied on an "as-needed, as available" basis.
2. Term of Agreement. The term of the Agreement shall be for the period beginning \_\_\_\_\_, and ending \_\_\_\_\_. It may be renewable thereafter as provided by law.
3. Permits and Licenses. The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement.
4. Insurance. The CONTRACTOR shall maintain insurance satisfactory to the CUSTOMER and as set forth below during the term of the Agreement. Not less than fifteen (15) days before new or renewed coverage is required CONTRACTOR shall furnish Certificates of Insurance for each policy on liability coverage and for Workmen's Compensation coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given the CUSTOMER.

General liability insurance shall be maintained to protect the CONTRACTOR and, as an Additional Insured, the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the CONTRACTOR under this Agreement. Such insurance shall have a minimum combined single limit of Five Million Dollars (\$5,000,000.00).

Workmen's Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims that arise from its operation under this Agreement.

5. Hold Harmless Agreement. The CONTRACTOR shall hold harmless and indemnify the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that may be made by reason of:
  - (a) Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
  - (b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under the Agreement; and
  - (c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this Agreement.

The CONTRACTOR at its own expense and risk shall defend any legal proceeding that may be brought against the CUSTOMER or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the CUSTOMER or the Board therein.

Contract #  
**DISTRICT NAME**  
**Transportation Agreement**

6. Safety Program. The CONTRACTOR shall provide regular and continuous formal safety instructions for all operating personnel assigned to this Agreement, who shall be required to attend regularly scheduled safety meetings at least four (4) times per year.
7. Assignments or Subcontracting. The CONTRACTOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the verbal consent of the CUSTOMER.
8. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an independent contractor, and not an officer, agent, or employee of the CUSTOMER.
9. Force Majeure. CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR, when satisfactory evidence thereof is presented to DISTRICT.
10. Routing and Scheduling. Prior to the start of any service under this Agreement the CUSTOMER and the CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of the CUSTOMER. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the CUSTOMER and the CONTRACTOR shall plan and institute such changes jointly. The CUSTOMER may authorize increased bus capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Agreement. All routes, schedules, and bus stops must be approved by the CUSTOMER, and are not to be revised without its authorization.
11. Contractor's Personnel. All personnel assigned to perform under this Agreement shall be subject to continuous approval by the CUSTOMER and by the CONTRACTOR.
12. Record Keeping and Accident Reports. The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the CUSTOMER.

All reportable (as defined by law) accidents involving the CONTRACTOR'S equipment or personnel while operating for the CUSTOMER shall be reported to the CUSTOMER.

Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the CUSTOMER, at its option.
13. Payments for Services. On or about the first business day following each service CONTRACTOR shall submit invoices in the form and number required by the CUSTOMER for all services under this Agreement. Subject to acceptance and approval by the CUSTOMER, payment for such services will be made within ten (10) days. In the event sums due and payable are not received within thirty (30) days; a late charge of 1.5% of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, service will be discontinued until such time as the CONTRACTOR has received all sums due.
14. Adjustment of Rates. The rates established in all schedules for this Agreement shall be subject to adjustment once each year. Rate change requests shall be provided in writing to the CUSTOMER by August 1st each year. On September 1st in each contract year the rates will be adjusted upward or downward by an amount equal to the rates in effect for the contract year ending on \_\_\_\_\_ of each year multiplied by the percentage increase or decrease, if any, in the \_\_\_\_\_ Consumer Price Index, All Urban Consumers, for the twelve (12) month period ending \_\_\_\_\_ of that year. In no event will the rates be less than the rates for immediately preceding year.

Contract #

**DISTRICT NAME**

Transportation Agreement

In the event of any unusual circumstances, such as but not limited to changes in Local, State, or Federal taxes, laws, specification or regulations or changes in the cost of buses, materials, labor, interest rates, or insurance with cause any of the CONTRACTOR'S cost hereunder to increase at a rate in excess of the percentage change in the \_\_\_\_\_ Consumer Price Index, All Urban Consumers, then the parties shall determine a reasonable and just amount to cover such increase, and this amount shall be reflected into the compensation rates.

Notwithstanding anything else in this Agreement to the contrary, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the method and/or costs of CONTRACTOR in connection with providing the services hereunder (e.g., the enactment of mandatory national health insurance for employees, the, in that event, upon written notice to CUSTOMER, CONTRACTOR may request a renegotiation of this Agreement. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of the Agreement, levels of service, etc. any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed date during the term of the Agreement. In the event CONTRACTOR and CUSTOMER are unable to reach a satisfactory agreement during said negotiations, CONTRACTOR or CUSTOMER shall have the right to cancel this Agreement by giving ninety (90) days written notice to the other respective party, whereupon this Agreement shall be null and void.

15. Equipment Requirements. All buses supplied under this Agreement shall be approved school-type buses, as defined by applicable statutory or administrative codes, and must, in addition, meet with the approval of the CUSTOMER. They shall be not more than five (5) years old at the commencement of service under the terms of this Agreement.

All buses of 66 or more pupil capacity shall be equipped with full air brakes of the largest size available for the particular chassis involved.

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses.

Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

Spare buses of appropriate sizes, and meeting all the above requirements, shall be located by the CONTRACTOR at points close enough to the CUSTOMER so they may be substituted for regularly assigned buses, if needed, without delay.

16. Notices. Legal notices shall be delivered to the parties to this Agreement by United States Mail at the addresses listed below:

CUSTOMER:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
FAX: (\_\_\_\_) \_\_\_\_-\_\_\_\_

CONTRACTOR:

DURHAM SCHOOL SERVICES, L.P.  
Attn: Chris M. Stone  
Contractual Relations Officer  
9011 Mountain Ridge Drive, Suite 200  
Austin, Texas 78759-7222  
Telephone: (512) 343-6292  
FAX: (512) 343-6294

Contract #  
**DISTRICT NAME**  
Transportation Agreement

17. IN CONSIDERATION of the performance on the part of the CONTRACTOR of the terms of this Agreement, the CUSTOMER agrees to pay the CONTRACTOR the following sums for transportation services rendered for:

A. For Daily Transportation Service:

BUS CAPACITY	HOURLY RATE
	\$

Fees shall charged from the time the vehicle leaves the CONTRACTOR'S Customer Service Center located at \_\_\_\_\_ until it returns to the Service Center at the conclusion of the trip. Time charges shall include total driver's time, including time for bus pre-trip checkout and cleanup and layover time. For driver's time in excess of forty (40) hours per week, or eight (8) hours in any one (1) day, the charge will be one-and-a-half times the hourly rate stated above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

**DURHAM SCHOOL SERVICES, L.P.**

**CUSTOMER**

By: \_\_\_\_\_  
Chris M. Stone  
Contractual Relations Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WILLIAMSON COUNTY  
PROPOSAL SPECIFICATIONS/PROPOSAL SHEETS  
TEMPORARY SHUTTLE SERVICE

NUMBER: 03WC901

OPENING DATE & TIME: NOVEMBER 26, 2002 - 2:00 PM

Bus Type: 24 to 30 Passenger Capacity  
Air-Conditioned  
(Airport/Rent Car type shuttle bus)  
Prefer bus to be a 1998 model or newer

Location: Georgetown, Texas

Route: Continuous around a six (6) block area

\*\*\*\*\*See Attached Map\*\*\*\*\*

Hours: Monday through Friday  
7 - 9 AM  
4 - 6 PM  
Optional 11AM to 1 PM

Length of Service: Date construction of Court House Annex is begun through completion of project.  
Estimated project length - 18 months  
Estimated start date - January 6, 2003

Conditions: Maximum standing time for bus at any stop site will be two (2) minutes.

Company Information:

Company Type (Corporation, Partnership, etc.)  
Years in Business in Central Texas  
Insurance Provided  
Financial Statement  
References (minimum of three)  
Driver qualifications, experience, and training  
Attach copy of standard contract form

Miscellaneous: Operator must commit to uninterrupted service and demonstrate ability  
To provide back-up buses and operators.  
Operator may park bus on designated county property when not in use.

COST OF SHUTTLE SERVICE PER DAY:

HOURS 7:00 AM TO 9:00 AM AND 4:00 PM TO 6:00 PM \$180.00

ALTERNATE 1:

ADDITIONAL COST TO OPERATE THE FOLLOWING HOURS DAILY

HOURS 11:00 AM TO 1:00 PM \$90.00

Durham School Services

000010

**WILLIAMSON COUNTY PROPOSAL FORM**  
**TEMPORARY SHUTTLE SERVICE**

PROPOSAL NUMBER: 03WC901

PROPOSAL OPENING DATE & TIME: NOVEMBER 26, 2002 – 2:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, and Specifications for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF PROPOSER: Durham School Services, L.P.

Mailing Address: 9011 Mountain Ridge Dr., Suite 200

City: Austin State: Texas Zip: 78759

Email Address: cstone@durhamschoolservices.com

Telephone: ( 512 ) 343-6292 Fax: ( 512 ) 343-6596

Chris M. Stone Date of Proposal: 11/26/02  
Signature of Person Authorized to Sign Proposal

Name and Title of Signer: Chris M. Stone, Contractual Relations Officer  
(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

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**WILLIAMSON COUNTY COMMISSIONER'S COURT  
Transportation Agreement****AGREEMENT FOR THE TRANSPORTATION  
OF PASSENGERS**

THIS AGREEMENT, made and entered into this 2nd of January 2003, by and between **WILLIAMSON COUNTY COMMISSIONER'S COURT** of Georgetown, Texas, hereinafter referred to as "CUSTOMER", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware Limited Partnership, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

The CUSTOMER and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. **Scope of Contract.** The CONTRACTOR shall furnish, operate, and maintain one (1) or more shuttle buses for the transportation of passengers at such times and places as may be specified by the CUSTOMER. Such transportation may be on any day or days during the term of the Agreement and is supplied on an "as-needed, as available" basis.
2. **Term of Agreement.** The term of the Agreement shall be for the period beginning January 6, 2003, and ending June 6, 2004. It may be renewable thereafter by mutual agreement between the parties and as provided by law.
3. **Agreement Documents.** The complete Agreement consists of this Agreement, Contractor's Proposal and Customer's Proposal Specifications, which are hereby incorporated herein by reference. In the event of any conflict between the terms of the Agreement, the Proposal or the Proposal Specifications, the terms of this Agreement shall govern.
4. **Permits and Licenses.** The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement.
5. **Insurance.** The CONTRACTOR shall maintain insurance satisfactory to the CUSTOMER and as set forth below during the term of the Agreement. Not less than fifteen (15) days before new or renewed coverage is required CONTRACTOR shall furnish Certificates of Insurance for each policy on liability coverage and for Workmen's Compensation coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given the CUSTOMER.

General liability insurance shall be maintained to protect the CONTRACTOR and, as an Additional Insured, the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the CONTRACTOR under this Agreement. Such insurance shall have a minimum combined single limit of Seven Million Dollars (\$7,000,000.00).

Workmen's Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims that arise from its operation under this Agreement.

6. **Hold Harmless Agreement.** The CONTRACTOR shall hold harmless and indemnify the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that may be made by reason of:
  - (a) Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
  - (b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under the Agreement; and
  - (c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this Agreement.



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**WILLIAMSON COUNTY COMMISSIONER'S COURT  
Transportation Agreement**

The CONTRACTOR at its own expense and risk shall defend any legal proceeding that may be brought against the CUSTOMER or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the CUSTOMER or the Board therein.

7. Safety Program. The CONTRACTOR shall provide regular and continuous formal safety instructions for all operating personnel assigned to this Agreement, who shall be required to attend regularly scheduled safety meetings at least four (4) times per year.
8. Assignments or Subcontracting. The CONTRACTOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the CUSTOMER.
9. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an independent contractor, and not an officer, agent, or employee of the CUSTOMER.
10. Force Majeure. CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR, when satisfactory evidence thereof is presented to CUSTOMER.
11. Routing and Scheduling. Prior to the start of any service under this Agreement the CUSTOMER and the CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of the CUSTOMER. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the CUSTOMER and the CONTRACTOR shall plan and institute such changes jointly. The CUSTOMER may authorize increased bus capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Agreement. All routes, schedules, and bus stops must be approved by the CUSTOMER, and are not to be revised without its authorization.
12. Contractor's Personnel. All personnel assigned to perform under this Agreement shall be subject to continuous approval by the CUSTOMER and by the CONTRACTOR.
13. Record Keeping and Accident Reports. The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the CUSTOMER.  
  
All reportable (as defined by law) accidents involving the CONTRACTOR'S equipment or personnel while operating for the CUSTOMER shall be reported to the CUSTOMER.  
  
Passenger injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the CUSTOMER, at its option.
14. Payments for Services. On or about the first business day following each service CONTRACTOR shall submit invoices in the form and number required by the CUSTOMER for all services under this Agreement. Subject to acceptance and approval by the CUSTOMER, payment for such services will be made within ten (10) days. In the event sums due and payable are not received within thirty (30) days; a late charge of 1.5% of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, service will be discontinued until such time as the CONTRACTOR has received all sums due.
15. Adjustment of Rates. At the conclusion of the initial term of this Agreement as set forth in paragraph 2 above, the rates established in all schedules for this Agreement shall be subject to adjustment once each year. Rate change requests shall be provided in writing to the CUSTOMER by May 1, 2004 and each subsequent May 1<sup>st</sup> should this Agreement be so extended. On June 7, 2004, and each subsequent June 7<sup>th</sup> should the Agreement be so extended, the rates will be adjusted upward or downward by an amount equal to the rates in effect for the contract year ending on June 6<sup>th</sup> of each year multiplied by the percentage increase or decrease, if any, in the Dallas/Fort Worth Consumer Price Index, All Urban Consumers, for the twelve (12)

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**WILLIAMSON COUNTY COMMISSIONER'S COURT****Transportation Agreement**

month period ending March 31st of that year. In no event will the rates be less than the rates for immediately preceding year.

In the event of any unusual circumstances, such as but not limited to changes in Local, State, or Federal taxes, laws, specification or regulations or changes in the cost of buses, materials, labor, interest rates, or insurance with cause any of the CONTRACTOR'S cost hereunder to increase at a rate in excess of the percentage change in the Dallas/Fort Worth Consumer Price Index, All Urban Consumers, then the parties shall determine a reasonable and just amount to cover such increase, and this amount shall be reflected into the compensation rates.

Notwithstanding anything else in this Agreement to the contrary, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the method and/or costs of CONTRACTOR in connection with providing the services hereunder (e.g., the enactment of mandatory national health insurance for employees, the, in that event, upon written notice to CUSTOMER, CONTRACTOR may request a renegotiation of this Agreement. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of the Agreement, levels of service, etc. any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed date during the term of the Agreement. In the event CONTRACTOR and CUSTOMER are unable to reach a satisfactory agreement during said negotiations, CONTRACTOR or CUSTOMER shall have the right to cancel this Agreement by giving ninety (90) days written notice to the other respective party, whereupon this Agreement shall be null and void.

16. Equipment Requirements. All buses supplied under this Agreement shall be approved shuttle buses of 24 to 30 person capacity, and must meet with the approval of the CUSTOMER. Said vehicles shall be no older than five (5) years of age at the commencement date of this Agreement.

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses.

Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

Spare buses of appropriate sizes, and meeting all the above requirements, shall be located by the CONTRACTOR at points close enough to the CUSTOMER so they may be substituted for regularly assigned buses, if needed, without delay.

17. Notices. Legal notices shall be delivered to the parties to this Agreement by United States Mail at the addresses listed below:

CUSTOMER: WILLIAMSON COUNTY COMMISSIONER'S COURT  
Attn: Judge John C. Doerfler  
701 Main Street, Suite 201  
Georgetown, Texas 78626  
Telephone: (512) 943-1550  
FAX: (512) 943-1662

CONTRACTOR: DURHAM SCHOOL SERVICES, L.P.  
Attn: Chris M. Stone  
Contractual Relations Officer  
9011 Mountain Ridge Drive, Suite 200  
Austin, Texas 78759-7222  
Telephone: (512) 343-6292  
FAX: (512) 343-6294

0495.2.23190.2003

**WILLIAMSON COUNTY COMMISSIONER'S COURT**

## Transportation Agreement

18. IN CONSIDERATION of the performance on the part of the CONTRACTOR of the terms of this Agreement, the CUSTOMER agrees to pay the CONTRACTOR the following sums for transportation services rendered for:

- A. For Daily Shuttle Service - Hours 7:00 A.M. - 9:00 A.M. and 4:00 P.M. - 6:00 P.M.:

BUS CAPACITY	DAILY RATE
24 - 30 PAX	\$180.00

- B. For Optional Daily Midday Shuttle Service - 11:00 A.M. - 1:00 P.M.:

BUS CAPACITY	DAILY RATE
24 - 30 PAX	\$90.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

**DURHAM SCHOOL SERVICES, L.P.**

By: Chris M. Stone  
Chris M. Stone  
Contractual Relations Officer  
January 2, 2003

**WILLIAMSON COUNTY COMMISSIONER'S COURT**

By: John C. Doerfler *approved 12-17-02 JWC*  
John C. Doerfler  
County Judge  
January 9, 2003

**AGENDA ITEM 26**

Consider approving a resolution authorizing participation in TexPool and designating authorized representatives.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a resolution authorizing participation in TexPool and designating authorized representatives in the Treasurer's office.

Vote: **5 - 0**

**AGENDA ITEM 27**

Consider approving a resolution authorizing participation in TexPool Prime and designating authorized representatives.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a resolution authorizing participation in TexPool Prime and designating authorized representatives in the Treasurer's office.

Vote: **5 - 0**

< Attachment >



**Resolution**  
**Authorizing Participation in TexPool/TexPool Prime**  
**and**  
**Designating Authorized Representatives**

**WHEREAS,** Williamson County

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

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

**WHEREAS,** the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

**NOW THEREFORE,** be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in it's name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List of the authorized representatives of the Participant. These individuals will be issued P.I.N. numbers to transact business via the phone with a Participant Service Representative.

1. Name Vivian L. Wood Title County Treasurer

Phone/Fax/Email 512-943-1540 512-943-1590 vwood wilco.org

Signature *Vivian L. Wood*

2. Name Kathy Kohutek Title Assistant Treasurer

Phone./Fax/Email 512-943-1540 512-943-1590 kkohutek wilco.org

Signature *Kathy S. Kohutek*

3. Name Rose Peña Title Assistant Treasurer

Phone/Fax/Email 512-943-1540 512-943-1590 rosepeña wilco.org

Signature *Rose Peña*

ORIGINALS REQUIRED

TEX - ENROLL

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

Name: Vivian L. Wood

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

4. Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone/Fax/Email \_\_\_\_\_  
Signature \_\_\_\_\_

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool *Prime* receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 17<sup>th</sup> Day of December, 20 02.

NAME OF  
PARTICIPANT Williamson County

BY: John C. Doerfler 12-17-02  
Signature

John C. Doerfler  
Printed Name

County Judge  
Title

ATTEST: Nancy E. Rister  
Signature

Nancy E. Rister  
Printed Name

County Clerk  
Title



OFFICIAL SEAL

ORIGINALS REQUIRED

TEX - ENROLL

**AGENDA ITEM 28**

Consider approving Texas Local Government Investment Pool, TexPool Prime Participation Agreement.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve Texas Local Government Investment Pool, TexPool Prime Participation Agreement.

Vote: **5 - 0**

< Attachment >



# **TEXPOOL PRIME INVESTMENT POLICY**

## **Texas Local Government Investment Pool**

**November, 2002**

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## I. PURPOSE AND OBJECTIVE STATEMENT

The Interlocal Cooperation Act, TEX. GOV'T CODE ANN., chapter 791, and the Public Funds Investment Act, TEX. GOV'T CODE ANN., chapter 2256, provide for the creation of public funds investment pools to which any political subdivision may delegate, by contract, the authority to hold legal title as custodian and to invest local funds.

Pursuant to TEX. GOV'T CODE ANN., chapter 404, subchapter G, the Comptroller of Public Accounts (the "Comptroller") administers the Texas Treasury Safekeeping Trust Company (the "Trust Company"), a limited purpose trust company authorized to receive, transfer and disburse money and securities belonging to the state, agencies and local political subdivisions of the state. The Comptroller is the sole officer, director and shareholder of the Trust Company.

The Trust Company administers the Texas Local Government Investment Pools ("the TexPool Portfolios") as public funds investment pools. The Comptroller and the Trust Company have contracted with Lehman Brothers Inc. ("Lehman") and Federated Investors, Inc. ("Federated") to provide investment management and related services for the TexPool Portfolios. The TexPool Portfolios are comprised of two investment alternatives: TexPool Prime and TexPool. This Investment Policy relates only to TexPool Prime. TexPool Prime invests in commercial paper, and certificates of deposit, as well as U.S. Treasury and government agency securities.

The TexPool Advisory Board advises the Trust Company on the administration of TexPool Prime. The TexPool Advisory Board is composed equally of participants in the TexPool Portfolios and other persons who do not have a business relationship with the TexPool Portfolios but who are qualified to advise the TexPool Portfolios. The purpose of TexPool Prime is to offer a safe, efficient and liquid investment alternative to local governments in the State of Texas so that they may benefit from and realize a higher investment return due to the utilization of economies of scale and investment expertise provided by Federated. This purpose will be assured by providing sound, responsible investment management in accordance with investment policies and procedures established by the Trust Company and approved by the Comptroller (the "TexPool Prime Investment Policy"). The TexPool Prime Investment Policy will be reviewed annually and revised from time to time to ensure that it adequately reflects changes to TexPool Prime, its investment program, legal authority and the capital markets.

The TexPool Prime Investment Policy is intended to provide guidelines for Federated as investment manager for TexPool Prime to effectively supervise and manage the investment assets of TexPool Prime. It is the policy of the Trust Company to invest the assets of TexPool Prime in a manner which will provide for preservation and safety of principal, and competitive investment returns while meeting the daily liquidity needs of the participants. The investment policies described herein should be dynamic within the framework legally defined. The TexPool Prime Investment Policy reflects TexPool Prime's current status and philosophy regarding safety of principal, liquidity, yield, investments, and assets. The Investment Policy entails more conservative parameters than allowed within the Public Funds Investment Act and will be implemented in a prudent fashion in the context of portfolio diversification.

The Primary objectives of TexPool Prime are:

- preservation of capital and protection of principal,
- safety of funds and investments,
- maintenance of sufficient liquidity,
- diversification to avoid unreasonable or avoidable risks, and
- yield.

TexPool Prime's portfolio shall be designed and managed in accordance with the following prudent person standard of care.

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

## **II. AUTHORIZED INVESTMENTS**

TexPool Prime's investment authority is derived from the Public Funds Investment Act.

TexPool Prime may be invested in the following:

### **Government Securities**

TexPool Prime may be invested in obligations of the United States, its agencies or instrumentalities **EXCEPT** the following:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

### **Repurchase Agreements and Reverse Repurchase Agreements**

TexPool Prime may be invested in fully collateralized repurchase agreements and reverse repurchase agreements having a defined termination date and secured by any obligation of the United States, its agencies or its instrumentalities, to include certain mortgage-backed securities of the U.S. The repurchase and reverse repurchase agreement transactions are to be placed only with primary government securities dealers or state or national banks doing business in the State of Texas. All transactions are governed by a Bond Market Association (BMA) approved Master Repurchase Agreement and Master Reverse Repurchase Agreement.

### **Certificates of Deposit**

TexPool Prime may be invested in certificates of deposit issued by national or state banks or credit unions, including savings banks, provided that such bank or credit union is domiciled in Texas. The certificates of deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund. In addition, the certificates of deposit must be secured by obligations of the United States, its agencies or instrumentalities or as otherwise required by law.

### **Commercial Paper**

TexPool Prime may be invested in commercial paper that matures in 270 days or less from the date of its issuance. The commercial paper must be rated at least A-1 or P-1 (or the equivalent thereof) by (1) two nationally recognized statistical rating organizations ("NRSROs") or (2) one NRSRO and fully secured by an irrevocable letter of credit by a national or state bank. TexPool Prime's investment in commercial paper will be diversified in accordance with NRSRO requirements imposed on AAAm (or the equivalent) rated pools.

### **Money Market Mutual Funds**

TexPool Prime may be invested in no-load money market mutual funds which are regulated by the Securities and Exchange Commission. Each such money market fund must (1) be rated AAA or its equivalent by at least one NRSRO; (2) maintain a dollar-weighted average stated maturity of 60 days or fewer; and (3) include in its investment objectives the maintenance of a stable net asset value of \$1.00.

## **III. PROHIBITED INVESTMENTS**

TexPool Prime will **not** invest in derivatives.

For the purposes of the TexPool Prime Investment Policy, the definition of derivatives includes instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market.

*Prohibited derivatives include the following:*

1. Arrangements in which an investor has swapped the natural cash flows or some portion of the natural cash flows of an instrument for a different set of cash flows. (i.e. Interest Rate Swaps).
2. Over-the-Counter/Exchange traded options or futures. (i.e. Option Contracts, Futures Contracts).
3. Instruments explicitly specified as follows: Collateralized Mortgage Obligations, Inverse Floating Rate Notes, Range Index Notes, Non-Money Market Index

Based Notes, Dual Index Notes, Index Amortizing Notes, Inverse Multi-index Bonds, Stepped Inverse Index Bonds, Inverse Index Bonds.

Securities that are not considered derivatives by the preceding definition and are Authorized Investments include:

Treasury Bills, Treasury Notes, Treasury Bonds, Treasury Strips, Repurchase Agreements, Reverse Repurchase Agreements, Agency Notes with a defined maturity and fixed coupon rate, Money Market Index Variable Rate Notes (i.e. floating rate notes tied to money market indices such as three and six month Treasury Bills; one, three, and six month London Interbank Offering Rate [LIBOR]; Fed Funds; one year Constant Maturity Treasury; Prime Rate; and Commercial Paper Composite); Step-up Notes; and any Authorized Investment that is callable prior to its final maturity.

#### **IV. POLICY GUIDELINES AND STRATEGY**

##### **PORTFOLIO STRUCTURE AND COMPOSITION**

TexPool Prime will be designed and managed to ensure that it will meet all the requirements necessary to maintain its AAAm rating (or the equivalent) by an NRSRO. The weighted average maturity of TexPool Prime shall be limited to a maximum sixty (60) days when calculated using the reset date for Variable Rate Notes (VRN) and 90 days or fewer using the final maturity date for VRNs, with the maximum maturity for any individual security in the portfolio not exceeding 397 days for fixed rated securities and 24 months for VRNs. In accordance with the Master Repurchase Agreement of the Comptroller, repurchase agreements are fully collateralized. Specific portfolio composition and maturity limitation guidelines will be guided by the following general parameters.

##### **Portfolio Composition:**

###### *US Government Securities, Agencies and Instrumentalities*

TexPool Prime may be comprised of one hundred percent (100%) direct government obligations.

###### *Repurchase Agreements*

One hundred percent (100%) of TexPool Prime may be invested in direct repurchase agreements. The continuing need for liquidity and the short-term profile of the portfolio dictates a high use of repurchase agreements.

###### *Term Repurchase Agreements*

Twenty-five percent (25%) of TexPool Prime may be invested in term repurchase agreements. Only five percent (5%) of TexPool Prime may be invested in term repurchase agreements with maturities exceeding ninety (90) days. Additionally, all term repurchase agreements with maturities exceeding ninety days must have a put option that allows TexPool Prime to liquidate the position at par (principal plus accrued interest) with seven days' notice to the counterparty. Term repurchase agreements will be used primarily to enhance portfolio return.

*Reverse Repurchase Agreements*

TexPool Prime is permitted to make reverse repurchase agreements up to one third (1/3) of the value of its total assets. Reverse repurchase agreements will be used primarily to enhance portfolio return.

*Money Market Mutual Funds*

A maximum of fifteen percent (15%) of TexPool Prime may be invested in approved money market funds.

*Variable Rate Notes*

A maximum of 60 percent (60%) of TexPool Prime may be invested in approved VRNs, at the time of purchase.

*Certificates of Deposit*

A maximum of 75 percent (75%) of TexPool Prime may be invested in certificates of deposits.

*Commercial Paper*

A maximum of 75 percent (75%) of TexPool Prime may be invested in commercial paper.

**Maturity Limitations:***US Government Securities, Agencies and Instrumentalities*

The maximum stated maturity on any US obligation agency or instrumentality in TexPool Prime shall be limited to 397 days for fixed rate securities and 24 months for VRNs.

*Repurchase Agreements*

The maximum maturity on direct repurchase agreements shall not exceed ninety (90) days except to the extent that such repurchase agreements have a put option that allows TexPool to liquidate the position at par with seven (7) days' notice to the counterparty.

*Reverse Repurchase Agreements*

Money received under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments. The term of the authorized investment acquired must have maturity no greater than the expiration of the reverse repurchase agreement.

*Money Market Mutual Funds*

Money market funds will have a weighted average maturity of sixty (60) days or less.

*Commercial Paper*

The maximum maturity on commercial paper shall not exceed 270 days from the date of its issuance.

**COMPETITIVE BIDDING**

All trades, purchases and sales transacted for TexPool Prime will be done on a best execution basis through a documented competitive bidding process. The broker/dealers used for TexPool Prime will be those approved by and in compliance with the rules of the Comptroller.

## **COLLATERALIZATION AND SAFEKEEPING**

All repurchase agreements will be fully collateralized as required by law. Collateral will be equal to at least one hundred and two percent (102%) of the total market value of the repurchase agreement, including accrued interest.

All book entry securities, whether purchased outright or under repurchase agreements, are held in a separate custodial account at the Federal Reserve Bank in the name of the TexPool Portfolios, or in an independent third party institution designated by Federated on behalf of the TexPool Portfolios.

All securities not held in book entry form will be held at an independent third party institution designated by Federated on behalf of the TexPool Portfolios. Third party institutions must issue original safekeeping receipts to Federated.

## **AUTHORIZED PERSONNEL**

All Federated personnel authorized to buy and sell investment instruments, send and receive securities, make fund transfers and other types of related investment transactions will be directly supervised by senior investment management personnel in Federated's Investment Management Group.

## **DOCUMENTATION**

Complete documentation and a thorough audit trail will be maintained for all investment transactions.

## **DIVERSIFICATION AND SUITABILITY**

TexPool Prime will be designed with the protection of principal and maintenance of sufficient liquidity to all participants as the highest priority of TexPool Prime. After consideration of safety and liquidity, TexPool Prime will be directed towards achieving a competitive rate of return for participants in a manner to meet or exceed the yield on money market mutual funds with similar investment authority. The risk return relationship will be maintained and controlled through these investment parameters, operating requirements and the guiding policies of the Comptroller. Actual risks shall be minimized by adequate collateralization and delivery versus payment procedures which shall be utilized at all times.

Market and credit risk shall be minimized by diversification. Diversification by market sector and security types, as well as maturity, will be used to protect TexPool Prime against market and credit risk as well as aiding in liquidity requirements. TexPool Prime will be structured to benefit from anticipated market conditions and to achieve a reasonable return.

Cash needs and cash expectations will take priority in designing and structuring TexPool Prime. Income and expenditure history will be developed and continuously updated to determine the liquidity needs of TexPool Prime. Reports of these cash flow needs will be used to develop the maturity structure of TexPool Prime to assure liquidity to all participants. In order to meet the anticipated liquidity needs, TexPool Prime will be designed to ensure sufficient distribution of investments in liquid, short-term instruments. The maturities of the

investments will be distributed such that there will be a continuing stream of securities maturing at frequent intervals.

#### **DISTRIBUTION OF GAINS AND LOSSES**

All gains or losses from the sale of securities will be distributed among TexPool Prime participants, and may be amortized over a period of up to thirty (30) days from the date of which the gain or loss is realized.

#### **CONSTANT DOLLAR OBJECTIVE**

The objective of TexPool Prime is to maintain a stable \$1.00 price. All TexPool Prime securities will be marked to market daily and if the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, TexPool Prime will sell portfolio holdings as required to maintain the ratio between 0.995 and 1.005. However, the \$1.00 price is not guaranteed or insured by the State of Texas.

#### **MONITORING MARKET PRICE**

State Street Bank provides fund accounting services for TexPool Prime and is responsible for marking-to-market the portfolio holdings of TexPool Prime on a daily basis. State Street Bank receives electronic transmissions from various pricing vendors in order to determine the individual market price of each security held in TexPool Prime. These electronic transmissions are checked daily for current data and validity of information. In addition, State Street Bank also performs a reasonability test in order to determine if the prices received are within a set tolerance range. In the event that any of the prices fall outside of the set tolerance range, then these prices are investigated against secondary pricing sources. As a further check, the TexPool Prime Portfolio Manager also monitors the prices of securities held in TexPool Prime, in order to independently determine reasonableness and validity.

### **V. ADMINISTRATIVE CONSIDERATIONS**

#### **PARTICIPATION AGREEMENTS**

Each participant must have a fully executed participation agreement on file with the Trust Company before participating in TexPool Prime.

#### **DEPOSIT AND WITHDRAWAL DEADLINES**

See separate TexPool Operating Procedures for detailed deposit and withdrawal deadlines.

#### **REPORTING AND DISCLOSURE**

The Public Funds Investment Act requires that public fund investment pools provide basic information regarding the pool's investments and operations. The pool is to provide the investment officer, or other authorized representative of a participating entity, disclosure information in an Information Statement. The required disclosure points are listed in the Act.



Further, to maintain eligibility to receive funds from and invest funds on behalf of the pool's participants, TexPool Prime must furnish investment confirmations and a monthly report disclosing certain information.

In addition, TexPool Prime shall be audited annually by an independent auditor.

This information will be provided to all participants.

#### **AUTHORIZED DEALER**

The Comptroller will maintain a list of primary dealers and brokers authorized to provide investment services. All dealers and brokers who desire to become qualified bidders for investment transactions must supply the following:

- completed broker/dealer questionnaire,
- proof of registration with the Texas State Securities Board,
- proof of National Association of Securities Dealers (NASD) certification,
- audited financial statements, and
- written acknowledgment that the entity has read the TexPool Prime Investment Policy and has reasonable procedures and controls to preclude imprudent investment activities arising out of investment transactions conducted between the entity and TexPool.

The Comptroller will annually review the financial condition and registration of qualified dealers and brokers.

#### **ETHICS AND CONFLICT OF INTEREST**

The Investment Manager and its staff shall file statements with the Comptroller disclosing any personal or business relationship with a broker/dealer seeking to sell investments to TexPool Prime.

In addition, these employees shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions. They shall also disclose any personal financial or investment positions in financial institutions and broker/dealers with which they conduct business. Further, these employees shall refrain from undertaking personal investment transactions with the firms with whom TexPool Prime conducts business.

Agents, advisors and contractors providing services in connection with the custody, management and investment of public funds under a contract with the Comptroller must at all times avoid any actual or apparent conflict of interest with respect to the custody, management and investment of public funds. For purposes of this investment policy, a conflict of interest refers to any situations in which an agent, advisor or contractor who in the context of its duties under its contract with the Comptroller have interests which are or may become inconsistent with the interests of the agents, advisor or contractor with respect to other of its duties, contractual or otherwise.



**Texas Local Government Investment Pool**

**TexPool *Prime* Participation Agreement**

**PREAMBLE**

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting through the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of *TexPool Prime*, a Texas Local Government Investment Pool, and Williamson County (the "Participant").

**WHEREAS**, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 authorizes a local government to contract with a state agency to perform governmental functions, including investment of public funds;

**WHEREAS**, the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Investment Acts") provides for the creation of a public funds investment pool in which a governmental investing entity may invest its funds and to which the entity may delegate, by contract, the authority to hold legal title as custodian of investments purchased with its local funds;

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

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

**WHEREAS**, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Investment Acts and to enter into this Agreement;

**WHEREAS**, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Investment Acts or to enter this Agreement;

**WHEREAS**, the Participant acknowledges that the performance of *TexPool Prime* is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the pool; and

**WHEREAS**, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

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

**ARTICLE I.  
DEFINITIONS**

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

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

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

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

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

**"Fund"** shall mean the TexPool Prime Fund created and established pursuant to Section 4.01 hereof.

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

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

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

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

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

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

**ARTICLE II.  
GENERAL ADMINISTRATION**

**Section 2.01. TexPool *Prime* Defined.**

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

**Section 2.02. Board.**

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

**Section 2.03. General Administration.**

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

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

**Section 2.05. Independent Audit.** **TexPool *Prime*** is subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of **TexPool *Prime*** may be conducted by the State Auditor's office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist **TexPool *Prime*** in meeting its goals and objectives.

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

**Section 2.07. Disclosure Statement.**

- (a) **TexPool *Prime*** is created to function like a money market mutual fund and seeks to maintain a 1.00 net asset value. Performance fluctuates on a daily basis, largely because net earnings fluctuate daily. The performance of **TexPool *Prime*** depends on such variables as portfolio quality, average portfolio maturity, type and value of portfolio securities, and changes in interest rates. Primary risk factors include:

- Interest Rate Risk. Prices of fixed income securities generally fall when interest rates rise.

- **Credit Risks.** A decline in the credit quality of an issuer can cause the price of a security held by the pool to decrease.

- (b) Both net earnings and offering price per share are factors in the computation of yield and total return.
- (c) The assets of *TexPool Prime* are the only source of payment to Participants. There is no secondary source of payment for the pool, and investment in *TexPool Prime* is not a deposit or an obligation of any bank, is not endorsed or guaranteed by any bank and is not insured or guaranteed by the U.S. government, The Federal Deposit Insurance Corporation, the Federal Reserve Board or any other government agency, including the State of Texas.

### **ARTICLE III. PARTICIPATION REQUIREMENTS**

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

#### **Section 3.02. Operating Procedures**

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

### **ARTICLE IV. INVESTMENTS**

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

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

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

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

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

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

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

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

**ARTICLE VI.  
MISCELLANEOUS**

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

To the *Participant*:

Participant Name	Williamson County		
Address	710 Main Street, Suite 302		
City, State, Zip	Georgetown, TX 78626		
Telephone	512-943-1540	Fax	512-943-1590

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

Texas Treasury Safekeeping Trust Company  
Attn: TexPool Prime  
Rusk State Office Building  
208 East 10<sup>th</sup> Street, Suite 441  
Austin, TX 78701  
Telephone: (512) 463-5303  
FAX No.: (512) 463-0823

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

TexPool Participant Services  
Lehman Brothers  
Attn: Office Manager  
1111 Bagby Street, Suite 2350  
Houston, TX 77002  
Telephone: 1-866-839-7665 (1-866-TEX-POOL)  
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

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

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

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

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

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

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

**Section 6.07. Amendments.**

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

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

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

**Section 6.10. Limitation of Rights.** With the exception of the rights herein expressly conferred nothing in or to be implied from this Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement or in any of the covenants, conditions and provisions herein contained. Neither the Comptroller nor the Trust Company shall be liable for any losses from investments made and transfers made in accordance with the procedures set forth in this Agreement.

**Section 6.11. Assignment.** The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage **TexPool Prime** according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. If a successor pool to **TexPool Prime** is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from **TexPool Prime** to any successor pool.

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

**PARTICIPANT**

**TEXAS TREASURY SAFEKEEPING TRUST COMPANY**

Signature John C. Doerfler  
Printed Name John C. Doerfler  
Title County Judge  
Date 12-17-02

Comptroller of Public Accounts  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**CERTIFICATE OF INCUMBENCY**

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

**IN WITNESS WHEREOF,** I have duly executed this certificate as of the 17th day of December, 2002.



**OFFICIAL SEAL**

Signature Nancy E. Rister  
Printed Name Nancy E. Rister  
Title County Clerk



**AGENDA ITEM 29**

Consider approving recommendation of committee for appointments to RMA Board.

*This agenda item was considered during Executive Session, along with Agenda Item 37.*

Moved: Commissioner Limmer

Seconded: Commissioner Boatright

Motion: To appoint Jim Mills of Georgetown, Bob Bennett of Round Rock, and Bob Tesch of Cedar Park to the RMA Board.

Vote: 5 - 0

< Attachment >

**RMA APPLICANTS**

(in alphabetical order only)

1. Randall Barfield
2. Robert Bennett Round Rock
3. Jim Boles
4. Norm Chafetz
5. Frank H. Del Castillo, Jr.
6. Jody Giddens
7. Lee Jensen
8. Scott LaGrone
9. Dustin Little
10. Jim Mills Georgetown
11. Omar Pena
12. Brian Rice
13. Mike Robinson
14. Reid Ryan
15. Barbara Shaffer
16. Bob Tesch Cedar Park
17. Wade Todd

**AGENDA ITEM 30**

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item.

**AGENDA ITEM 31**

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

Ed Lee gave an update on the expansion project.

No action was taken on this agenda item.

**AGENDA ITEM 32**

Discuss and take appropriate action on the park advisory committee.

No action was taken on this agenda item.

**AGENDA ITEM 33**

Consider approving an interlocal agreement between MUD #10 (Teravista) and Williamson County Constable Pct. #1 for security patrols.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement between MUD #10 (Teravista) and Williamson County Constable Pct. #1 for security patrols.

Vote: **5 - 0**

< Attachment >

ORIGINAL

**INTERLOCAL AGREEMENT FOR SECURITY PATROLS**

THE STATE OF TEXAS                   §

§

COUNTY OF WILLIAMSON           §

This Interlocal Agreement for Additional Security Patrols ("Agreement") is entered into by and between **Williamson County, Texas** (the "County") and **Williamson County Municipal Utility District No. 10** (the "District"), to set forth the terms and conditions under which the County will provide additional security patrols by the Precinct One Williamson County Constable's Office (hereafter referred to as the "Department") of the property within the District.

**RECITALS**

WHEREAS, the District is a political subdivision of the State of Texas with all of its area located within Precinct One and Precinct Four of the County; and

WHEREAS, the County is a political subdivision of the State which provides, through the Department, Criminal and Civil law enforcement services within the geographic area encompassed by the County, including the District; and

WHEREAS, the District and its residents are entitled to receive routine patrols and law enforcement services from the Williamson County Sheriff's Department; and

WHEREAS, the District desires to obtain security patrols within the District in addition to the routine patrols provided by the Williamson County Sheriff's Department for purposes of preventing or abating offenses against the rules of the District and the laws of the State, as permitted by Section 49.216 of the Texas Water Code; and

WHEREAS, the District and the County are empowered, under Chapter 791 of the Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act"), to contract with each other for the performance of governmental functions, including police protection; and

WHEREAS, additional patrols by the Department would mutually benefit the parties, and serve to protect the public interest and the public health, safety and welfare;

NOW, THEREFORE, know all men by these presents, that good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

**Section 1. Patrol Services.** The County agrees to provide additional patrol services during high-risk periods, up to TWO HUNDRED AND FORTY (240) HOURS per month. The Department, subject to approval by the District, shall determine the time blocks and the number of patrols. Furthermore, the District shall approve the patrol schedule submitted by the Department. The Department and the District may amend the number of hours, time blocks, and the number of patrols by the mutual written consent of the Department and the District. The off-duty Deputy Constable, while in the employ of and providing the services for the District, must routinely patrol all the paved streets within the District (Teravista) and at a minimum, drive through the parking lot of the Teravista Recreation Center, the Teravista Information Center, the Teravista Golf Club, and the Teravista Golf Maintenance Facility two times during each shift. In addition, at least twice during each shift of patrol, the Deputy Constable must walk through the grounds of the Teravista Recreation Center, the Teravista Information Center, the Teravista Golf Club, and any parks within the District, thereby providing foot patrol services at least twice each shift of patrol and resulting in the minimum provision of specific patrol service at these specific locations a minimum of four times per shift of patrol. During the foot patrol walk-through, the Deputy Constable will monitor the facilities located in the grounds for vandalism and criminal mischief damage. A daily log in a form approved by the District shall be submitted with each invoice for additional patrol services. A written report stating the date and time of any incidents or other suspicious activities observed will be submitted to the District within twenty-four (24) hours of the incident or observation. This Agreement will afford the District dedicated service to the area of patrol described as Teravista, with an exception in that this Agreement in no way will relieve the County of its obligation to respond to emergencies of such a nature to prevent the loss of life of any person or imminent serious bodily injury to any person. These services are in addition to routine services provided to the constituents of Precinct One and Precinct Four, Williamson County, by the Department and the Williamson County Sheriff's Department.

**Section 2. Compensation.** For the additional patrol service provided by the Department, the District agrees to pay, from current revenues, to each Deputy Constable providing patrol service an hourly rate of twenty-five dollars (\$25.00). The County authorizes and directs the District to pay all sums due and payable hereunder, every two weeks, directly to the Deputy Constable providing additional patrol service to the District. The County will prepare and issue to each Deputy Constable an Invoice to the District accompanied by a time sheet indicating: (a) the total hours of dedicated patrol service rendered by the Deputy Constable during the District's pay period regarding this specific service, and (b) the County's approval of the services, and forward this information to the District for payment. The total amount payable by the District must not exceed Six Thousand DOLLARS (\$6,000.00) per month unless the number of approved hours is modified by the District and the Department. The District, in paying for the governmental services rendered by the County

through the Department, will make payments out of current revenues available to the District, as required by the Cooperation Act. The District agrees to issue IRS forms (1099) to each Deputy Constable providing services, setting forth the total sum paid to the Deputy Constable for each calendar year in which services are performed.

**Section 3. Performance of Patrol Services.** Additional patrol services provided to the District under this Agreement will be provided by Deputy Constable personnel employed by the Williamson County Constable's Office, and the Deputy Constables will remain under the control and supervision of the Constable, Precinct One, Williamson County at all times. The Deputy Constable personnel providing services under this Agreement will perform duties in the same manner as if providing patrol services within the District in the absence of the Agreement, and will remain County employees, entitled to the same benefits and subject to the same restrictions as any other Deputy Constable; however, the direct hourly compensation to be paid to the Deputy Constable will be paid as provided in Section 2. The Deputy Constable(s) providing service to the District must wear the standard issue Williamson County Constable Office patrol service uniform along with standard police issue equipment and utilize marked Williamson County Constable Office patrol vehicles while providing services under this Agreement. All equipment, uniforms, and insurance will be the sole responsibility of the County. All Deputy Constable personnel providing services will be acting in the course and scope of their official capacity as employed by the County at all times while engaged in the performance of the additional patrol services contemplated hereunder. In exchange for the mutual agreement that the Deputy Constable(s) providing service to the District, and the Deputy may respond to other calls from the County, if needed, the County, waives its normal charge for their patrol car used by the Deputy Constable(s) while providing service to the District.

The District shall secure and pay for "Peace Officer Bonds" for each Deputy Constable providing additional patrols to the District.

**Section 4. Indemnity.** The District will have no liability relating to any action taken by any Deputy Constable providing services under this Agreement. To the extent permitted by applicable law, the County will indemnify the District from any liability, claim or demand, including attorney's fees for the defense thereof, arising as the result of any act or failure to act by any Deputy Constable providing services under this Agreement.

**Section 5. Notice.** Any notice given hereunder must be in writing, and may be effected by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

District:	Williamson County Municipal Utility District No. 10 C/o Newland Communities, L.L.C. P.O. Box 1268 Round Rock, Texas 78680 ATTN: Jim Powell
-----------	--

Department: Office of Constable Gary Griffin  
Precinct One, Williamson County  
211 Commerce Cove  
Round Rock, Texas 78664

With copy to:

County Judge John Doerfler  
710 S. Austin Ave.  
Georgetown, Texas 78626, and  
County Attorney Eugene D. Taylor  
405 M.L. K., Box 7  
Georgetown, Texas 78626

Either party may change these addresses for notice by delivering written notice of the change, in accordance with the requirements of this Section, to the other party.

**Section 6. Term.** The term of this Agreement will expire two (2) years from the last date of execution hereto, unless sooner terminated by either party by giving sixty (60) days written notice to the other party. Provided however, this Agreement may be extended by the mutual agreement of the parties.

**Section 7. General Provisions.**

a. **Interlocal Cooperation.** The District and the County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that their respective governing body has duly authorized this Agreement.

b. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior understandings and agreements between the parties. This Agreement may not be modified or amended except by written agreement duly executed by both parties.

c. **Interpretation.** This Agreement has been entered into under the authority granted under the Cooperation Act. All terms and provisions are to be construed and interpreted consistently with that Act.

d. **Invalid Provisions.** Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable will not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

e. Applicable Laws. This Agreement will be construed in accordance with the laws and Constitution of the State of Texas. All obligations are performable in Williamson County, Texas, and venue for any action hereunder will be in Williamson County, Texas.

Executed on the date or date(s) indicated below, to be effective on the last date of execution below.

Date signed: 12/17/02

**Williamson County Municipal Utility  
District No. 10**

By: Lisa R. Foster

Name: Lisa Foster

Title: Vice President

ATTEST:

By: Helen Wright

Name: Helen Wright

Title: Secretary

Date signed: 12/19/2002

**COUNTY OF WILLIAMSON**

**State of Texas**

By: John C. Doerfler 12-17-02

Name: John C. Doerfler

Title: Williamson County Judge

**AGENDA ITEM 34**

Hear update from Paul Linehan on Williamson County Parks.

Paul Linehan gave an update on the Williamson County Regional Park. He said that he expects the current phase to be completed by mid-February.

**AGENDA ITEM 35**

Consider approving proposal for revising the Master Plan for potential karst recovery and mitigation land.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the proposal from Land Strategies, Inc. to revise the Master Plan for the Williamson County Regional Park for potential karst recovery and mitigation land, to be paid out of Precinct 1 parks funds in the amount of approximately \$32,500.

Vote: **5 - 0**

< Attachment >



PAUL LINEHAN & ASSOCIATES

**PROPOSAL FOR PROFESSIONAL DEVELOPMENT AND  
LANDSCAPE ARCHITECTURAL CONSULTING SERVICES**

**December 12, 2002**

**GENERAL PROJECT DESCRIPTION**

In June of 2001, Williamson County contracted with Land Strategies, Inc. to prepare an expanded Comprehensive Master Plan and Phase I Development Plan for Williamson County Regional Park. In addition to the previously contracted development services, Land Strategies, Inc. (LSI) is requesting this contract for the services listed below to reflect Williamson County's strategy for the proposed karst preserves in the park.

**PROPOSED DEVELOPMENT CONSULTING SERVICES**

**A. Master Plan**

**I. Refined Overall Master Plan**

Land Strategies will prepare a refined overall master plan which will delineate the previously planned land uses, land use relationships and precise locations, access to principle roadways, utility line locations (coordinated with project engineer), precise facility locations including setbacks, and suggested entry signage. The plans will be prepared in AutoCad version 14 and a reproducible copy of the plan will be produced at an appropriate scale with a topographical overlay. The plans will demonstrate general compliance with TCEQ and Williamson County development regulations and ordinances. The final plan renderings will be mounted on foam core board and will be suitable for photographic reproduction. Once the refined overall master plan is chosen as the preferred scenario, a fully detailed schematic plan will be prepared in Task A(II) below.

**II. Detailed Plan**

LSI will create detailed schematic plans for each activity node in preparation for a future design development phase, not included in this contract. Some

of the activities to be included in these details are: veloway in karst recovery preserve, hiking trail in karst mitigation preserve, 18-hole executive golf, skate center, swim center, amphitheater, botanical garden, and karst interpretive center.

## **B. Project Management**

### **I. Related Infrastructure / Negotiation & Planning**

In order to ensure the proper development of the project, Land Strategies will manage and monitor the various stages of the development program. This process will include the overseeing of the park design and continued coordination of the project. LSI will continue to work with adjacent land owners on the karst land exchange/mitigation strategy and continue working on addressing the water and wastewater needs of the overall park. These services would be structured so that the most efficient course would be maintained and managed for the most timely completion of the required actions. It may be necessary within a few months time to re-evaluate this scope based off of the current status and progress of these actions. At that time, LSI will coordinate with the Park Director on developing a maintenance scope and program appropriate for the park.

The estimated fee limit will not exceed without authorization by the client. If changes or additional effort brought on by review agencies, the client, or other unforeseen circumstances warrant additional fees, then LSI reserves the right to contact the client and explain the pertinent information for renegotiation.

## **C. Reimbursable Items**

All printing, copying, reprographics, and other direct expenses will be charged at cost. Mileage shall be reimbursable at \$.34 per mile or at cost for all other forms of travel.

## **D. Timing and Cost**

The time and cost to complete task A and B is shown below. The fees quoted below are not lump sum fees, rather the fee structure represents a time and material basis with an initial limit. If changes or additional effort brought on by review agencies, the client, or other unforeseen circumstances warrant additional fees, then LSI reserves the right to contact the client and explain the pertinent information for renegotiation.

- a. Master Plan  
Hourly not to exceed-----\$17,500.00
- b. Project Management  
Hourly not to exceed-----\$15,000.00
- c. Reimbursable Items  
Cost, \$.34 for mileage

**Land Strategies, Inc. Fee Schedule**

Senior Principal/Principal: \$100 - \$150 /Hr.  
Planner, A.I.C.P.: \$50 - \$100/Hr.  
Prof. Landscape Architect (ASLA):\$50 - \$85/Hr.  
Landscape Architect in Training: \$35 - \$45/Hr.  
Technician/CAD Operator: \$28 - \$40 /Hr.  
Support/Administrative: \$ 25 - \$40/Hr.

Prices quoted herein are valid for sixty (60) days.

**D. Schedule of Payment**

Invoices are due on a monthly basis, including reimbursable expenses. Interest shall accrue at 1½% per month on accounts over 30 days past due. Receipt of payment(s) without receipt of a signed proposal constitutes authorization of services proposed and liability of client for remainder of tasks unless contract is terminated by client.

**E. Termination Agreement**

Either party may terminate this agreement on 15 days' written notice provided that Owner will compensate LSI as provided for in Task C, plus reimbursement for all expenditures and/or binding commitments which have not been compensated for, but authorized by Owner. LSI shall turn over all original plans and documents upon receipt of outstanding fees and compensation. However, LSI reserves the right to retain the record set of drawings on file. LSI is not responsible for any revisions, corrections, deletions, etc. thereafter, unless a new proposal is requested.

**F. Ownership Rights**

All documents, digital and hard copy, produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm, which will not be reasonably withheld. Additionally, the record copy of all electronic drawing files will remain on file at the offices of Land Strategies, Inc. Electronic documents shall be released only for the purposes of reference, coordination, and/or facility management under the authority of the registered professional responsible for the abovementioned project.

**G. Authorization to Proceed**

Should you wish a more formal agreement one could be proposed, otherwise a copy of this proposal signed by you and returned to us would constitute our authorization to proceed. Work shall not begin until the signed proposal is received.

**LAND STRATEGIES, INC.****ACCEPTED:**

 12/12/02  
Paul W. Linehan, ASLA      Date  
President

 12-17-02  
Judge John Doerflinger      Date  
Williamson County Commissioner's Court

PWL:rko

V:\ADMIN\PROPOSAL\MasterPlan\Williamson County Park3.wpd

**AGENDA ITEM 36**

Consider approving roadway street names in Williamson County Regional Park, Phase 1.

The Commissioners discussed potential names for the park roadways. Perry Mayfield Drive was the most popular name for the main road in the park. Paul Linehan is to come back with name possibilities after checking with 911 Addressing.

No action was taken on this agenda item, which will be added to the January 7, 2003 agenda.

**COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:13 A.M. ON TUESDAY, DECEMBER 17, 2002.**

**AGENDA ITEM 37**

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

**COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 10:40 A.M. ON TUESDAY, DECEMBER 17, 2002.**

**AGENDA ITEM 38**

Discuss and take appropriate action on real estate.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve a license agreement with Georgetown Railroad on the Northeast Inner Loop.

Vote: **5 - 0**

< Attachment >

DECEMBER 12, 2002 VERSION

NEW PUBLIC ROAD CROSSING  
GRANGER BRANCH MILE POST 921.11  
GEORGETOWN INNER LOOP ROAD  
GEORGETOWN, WILLIAMSON COUNTY, TEXAS

THIS AGREEMENT, Made and entered into as of the 16 day of JAN, 2003, by and between Georgetown Railroad Company, Inc. with an address of P. O. Box 529, Georgetown, Texas 78627 (hereinafter referred to as the "Railroad") and the COUNTY OF WILLIAMSON, TEXAS with an address of 710 South Main Street, Georgetown, Texas 78626 (hereinafter referred to as the "Political Body"), WITNESSETH:

RECITALS:

The Political Body desires to undertake as its project the construction of a new road called the Georgetown Inner Loop Extension (hereinafter the "Project").

The Political Body desires the right to use for the Project that portion of the right-of-way of the Railroad at Mile Post 921.11, located on the Granger Branch (hereinafter referred to as the "Crossing Area") as shown on the attached print dated the 16 day of JANUARY, 2003, marked as Exhibit A.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I. RAILROAD GRANTS RIGHT.

For and in consideration of the Political Body's agreement to perform and abide by the terms of this Agreement, including Exhibits A, B, B-1 and C, attached hereto and hereby made apart of hereof, the Railroad hereby grants to the Political Body, the right to establish, construct, maintain, repair, renew, and use a public highway at grade over and across the Crossing Area, together with the right of entry to control and remove from the Railroad's right-of-way on each side of the Crossing Area, weeds and vegetation which may obstruct the view of motorists, approaching the Crossing Area, to any trains that may also be approaching the Crossing Area.

**Article II. IF WORK IS TO BE PERFORMED BY CONTRACTOR.**

If a contractor is to do any of the work performed on the Project (including initial construction, subsequent relocation, or a substantial maintenance and repair work), then the Political Body shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Political Body's contractor be allowed onto Railroad's premises without first executing the Contractor's Right of Entry Agreement.

**Article III. INDEMNIFICATION BY POLITICAL BODY AND CERTIFICATE OF INSURANCE BY POLITICAL BODY'S CONTRACTORS AND SUBCONTRACTORS.**

The Public Body, in the form of Williamson County, Texas, is asking for the license for a crossing of the railroad and the Railroad is responding to this request in a gesture of public spirit, however, because there would be no liability concerning a roadway crossing of the railroad, but for the public roadway, there is this provision of Indemnity and therefore:

a) POLITICAL BODY shall indemnify and save harmless GEORGETOWN RAILROAD COMPANY, INC. and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, any claim against GEORGETOWN RAILROAD COMPANY, INC. and its officers, agents, and employees due to the construction, maintenance, repair and use of the licensed premises described in this agreement.

POLITICAL BODY further agrees to defend, at its own expense, and on behalf of GEORGETOWN RAILROAD COMPANY, INC. and in the name of GEORGETOWN RAILROAD COMPANY, INC., any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by POLITICAL BODY under the terms of this Agreement shall not exceed the sum of \$500,000.00 in property damages plus \$500,000.00 per person injured or killed.

The amount or amounts of the maximum amount of indemnity shall be subject to increase in accordance with changes in the Consumer Price Index for All Urban Consumers

(CPI-U) as promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the CPI-U for December, 2002 as a base. The formula for the calculation of the maximum amount of Indemnity shall be as follows:

$$\text{Indemnity} \times \frac{\text{CPI-U for month \& year of payment}}{\text{CPI-U for December 2002}} = \text{Maximum Amount of Indemnity}$$

In the event that the Consumer Price Index ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing such Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing such Consumer Price Index. In the event that such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication, evaluating the information thereto for use in determining the Consumer Price Index, shall be used in lieu of such Consumer Price Index.

b) Before any work on the Premises begins, the Political Body's contractor and/or subcontractor (as defined in Section 8(a) of Exhibit B to this Agreement) will provide the Railroad with a certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit B-1 of this Agreement in a policy containing the following endorsement:

"Georgetown Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's performance of the work."

c) The Political Body WARRANTS that this agreement has been thoroughly reviewed by its contractor's and/or subcontractor's insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

#### Article IV. WORK TO BE PERFORMED BY THE RAILROAD.

(a) The Railroad may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgement may be or become necessary or expedient within the Railroad's right-of-way because of the Project. Such work shall include, without limitations, installing and maintaining one 45-foot-wide concrete crossing surface, two flashing light signals, and constant warning circuits on the proposed Crossing Area. The Railroad will not alter the general scope of work without receiving written approval from the Political Body.



(b) The Political Body agrees to pay the Railroad the actual cost of the Railroad's work performed and materials supplied as hereinabove set forth, which is estimated to be ONE HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED EIGHTY NINE AND 9/100 DOLLARS (\$ 182,989.09). Actual costs to the Railroad include customary additives to materials and services provided by the Railroad as shown on Exhibit C, attached hereto and hereby made a part hereof. The Political Body will pay the Railroad NINETY SEVEN THOUSAND SEVEN HUNDRED EIGHTY ONE AND 29/100 Dollars (\$97,781.29) upon execution of this Agreement. The Balance of the actual costs shall be detailed in a final bill issued to Political Body after the completion of the Project. Bills for work performed and materials supplied by the Railroad shall be paid by the Political Body promptly upon receipt thereof.

(c) (This paragraph has been intentionally left blank.)

(d) In the event that the flashing light signals, and/or the constant warning circuits at the subject crossing area are damaged, by vehicular incident, pedestrian activity or act of God, then the Railroad shall repair the damaged items and the Political Body shall promptly pay to the Railroad the costs of repair upon receipt of bills for the work performed and materials supplied.

(e) In the event that the Manual of Uniform Traffic Control Devices, any ordinances, regulations or laws change the standard for Flashing light signals and constant warning circuits, then the Railroad shall bring these items into conformity with the standards, and the Political Body shall promptly pay to the Railroad the costs of bringing these items into conformity upon receipt of bills for work performed and materials supplied.

(f) Political Body does hereby agree and promise for itself, its successors, assigns, agents, contractors and employees, to protect, defend, indemnify and hold harmless the Railroad from and to reimburse the Railroad for, any and all liability, alleged liability, expenses, and damages arising out of the risk herein assumed by Political Body, including claims, suits, judgements, costs, consequential damages, Attorney's fees of any party, and all other expenses incurred by Railroad.

(g) In the event of the failure of Political Body to pay any sum due hereunder or the breach of any covenant or provision herein by Political Body, Railroad may at its option have the right to pursue any legal remedy in a Court of appropriate jurisdiction, including but not limited to, an action for damages, or injunctive relief. Failure by Railroad to enforce any remedy herein shall not constitute a waiver of such default or a waiver of any future default. In no event shall any such action by the Railroad be deemed a waiver of other rights and benefits granted to the Railroad under this agreement. Political Body agrees that the Railroad shall not be required to make formal demand or to give notice for any due and unpaid monies, and Political Body does hereby expressly waive any right to receive such demand or

notice.

Article V. REQUIREMENT OF AREA FOR GRADE SEPARATION:

The Political Body recognizes the benefit of a grade separation between the railroad tracks and the new road being built. However, it is not anticipated that upon completion of construction that there will be a high volume of vehicular traffic or a high volume of rail traffic. At this time, the cost of such a grade separation is not realistic in view of public financing available. Recognizing the benefits of a grade separation, the Political Body shall reserve space which will be sufficient to construct a grade separation crossing of the Railroad's tracks on the Granger Branch, mile post 921.11, said space to be no less than 280 feet wide and extending at least 700 feet from the Railroad's right-of-way on both sides of the right-of-way.

Article VI. EFFECTIVE DATE; TERM.

This Agreement shall become effective as of the date first herein written, or the date work commences on the Project, whichever is earlier, and shall continue in full force and effect until terminated as herein provided.

Article VII. SPECIAL PROVISIONS

(a) The Political Body agrees to provide constant 120 volt AC, 60 amp electrical power service to the Crossing Area for use by the flashing light signals and crossing warning circuits. All costs for easements, power-line construction and monthly service will be paid by the Political Body to the electric utility.

(b) The Political Body will be responsible for providing and installing drainage culverts on both sides of the railroad track in the Crossing Area, as shown on Exhibit A.

(c) The Political Body agrees to assist the Railroad in closing the existing private road crossing located approximately 700 feet east of the Crossing Area by exchanging any claim the property owner (currently Stiles) has in the private road crossing, for an access easement from their property to the Georgetown Inner Loop Extension. Upon completion of the Project the Political Body also agrees to release any claim it may have on use of said private road crossing.

IN WITNESS WHEREOF, the parties caused this Agreement to be executed in duplicate as of the date first herein written

GEORGETOWN RAILROAD COMPANY, INC.

By W. B. Snead  
W. B. Snead  
Title: Chairman of the Board

Attest:

COUNTY OF WILLIAMSON, TEXAS

By John C. Daefler 1-10-03  
Its County Judge

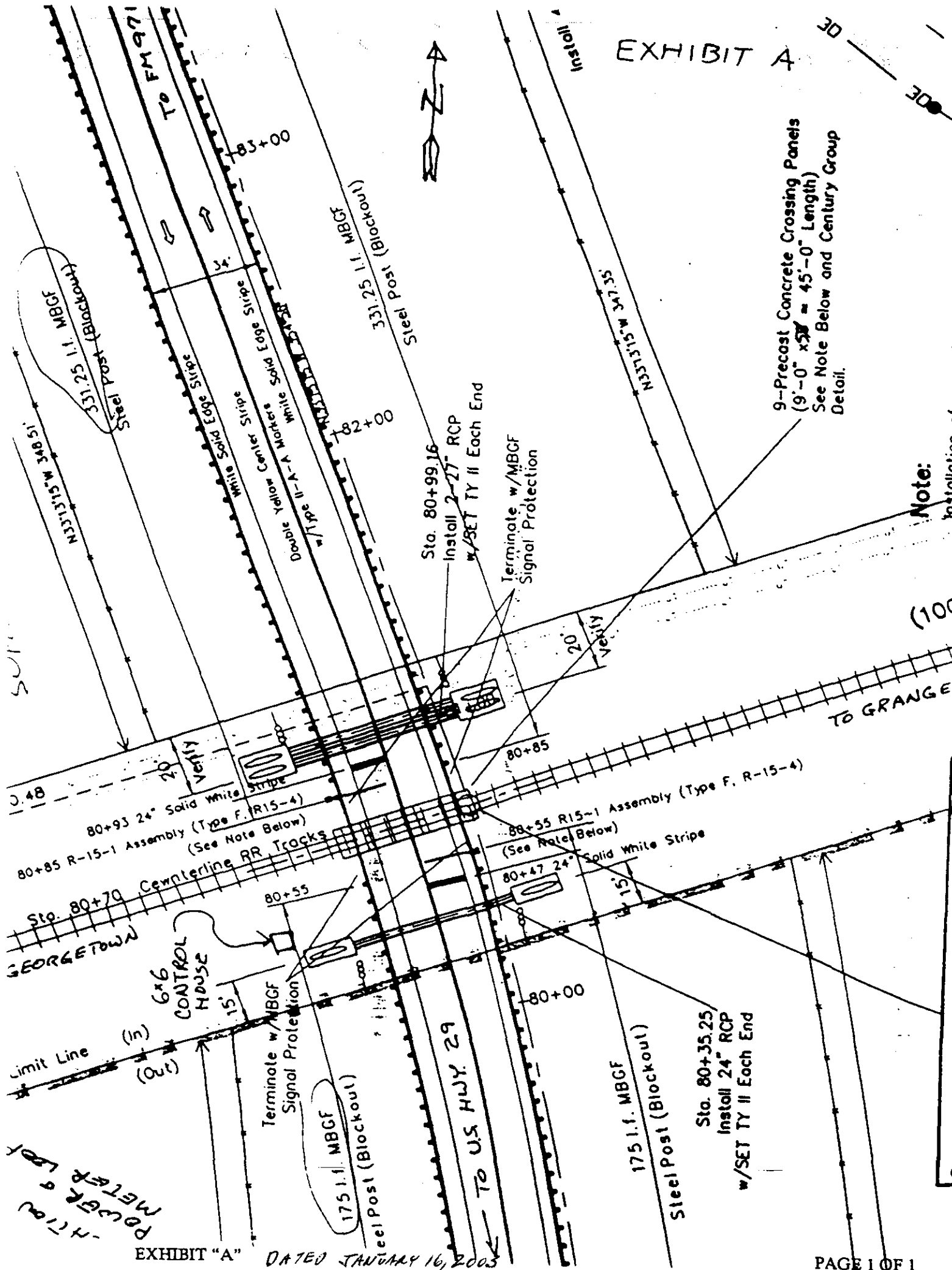
Title:

(Seal)

Pursuant to Resolution/Order dated  
\_\_\_\_\_, 200\_\_\_\_  
hereto attached.

RAILROAD7 WP9 DISK G-TOWNE RAILROAD (02-075)

EXHIBIT A



9-Precast Concrete Crossing Panels  
(9'-0" x 5' = 45'-0" Length)  
See Note Below and Century Group  
Detail.

Note:  
Installation of precast railroad crossing panels

(100'

TO GRANGER

SEE 80212180

DECEMBER 12, 2002 AS OF 4PM VERSION

**EXHIBIT B**  
**Public Highway Crossing**

**Section 1.     CONDITIONS AND COVENANTS.**

(a)     The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's prior written consent. Nothing herein shall obligate the Railroad to give such consent.

(b)     The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes in such manner as not unreasonably to interfere with its use as a public highway. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its cost and expense, provide crossing surface and warning signals for the new rail crossing at equal or better quality to those being currently specified herein. The Railroad shall pay for the cost and expense of its roadbed, ballast rock, rail, and crossties.

(c)     The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The Political body shall not damage, destroy or interfere with the property or rights of non-parties in, upon or relating to the railroad property, unless the Political Body at its own expense settles with and obtains releases from such non-parties.

(d)     The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; also the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to any highway facilities located upon the property, provided that such attachments shall comply with Political Body's specifications and will not interfere with the use of the Crossing Area.

(e)     So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

(f) If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the highway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

Section 2. CONSTRUCTION OF HIGHWAY.

(a) The Political Body, at its own expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

(b) Except as may be otherwise specifically provided herein, the Political Body, at its own expense, will furnish all necessary labor, material and equipment, and shall construct and complete the highway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right-of-way), and all necessary and proper drainage facilities, guard rails or barriers, and right-of-way fences between the highway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

(c) The Railroad will receive no ascertainable benefit from the construction of the Project, and, except as may be specifically provided herein, shall not be required to pay or contribute any part of the cost thereof.

(d) All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the highway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Railroad or its authorized representative and in accordance with detailed plans and specifications prepared by and at the expense of the Political Body, and approved in writing by the Railroad. Said approval shall not be unreasonably withheld.

(e) All construction work of the Political Body shall be performed diligently and completed within a reasonable time, and in any event within three (3) years from the effective date of this Agreement, or within such a further period of time as may be specified in writing by the Railroad. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work may or will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Railroad.

(f) If the Project includes construction of a structure over which trains are to be operated, or for which the Railroad has any responsibility for maintenance, the Political Body shall furnish the Railroad permanent reproducible prints of all design and shop drawings as soon as possible after approval by the Railroad or its authorized representative. Upon completion of construction, the Political Body shall furnish the Railroad two sets of "as constructed" prints and, in addition, upon request of the Railroad, "as constructed" permanent reproducible prints of all or any portion of the structure.

Section 3. INJURY AND DAMAGE TO PROPERTY.

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad.

Section 4. PAYMENT FOR WORK BY THE RAILROAD COMPANY.

(a) Bills for work and materials shall be paid by the Political Body promptly upon receipt thereof. The Railroad will submit to the Political Body current bills for flagging and other protective services and devices during progress of the Project. The Railroad will submit final billing for flagging and other protective services within one hundred and twenty (120) days after completion of the Project, provided the Political Body advises the Railroad of the commencement of the 120-day period by giving the Railroad written notification of completion of the Project.

(b) The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

Section 5. MAINTENANCE.

(a) If the Project involves a grade crossing:

(1) The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area, except the portions between the track tie ends, which shall be maintained by the Railroad at the expense of the Political Body. Maintenance in the Crossing Area includes the surfacing, flashing light signals and any other implements or systems installed in connection with the grade crossing.

(2) If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

(b) If the Project involves a public highway crossing under the Railroad's tracks:

(1) The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire substructure of the highway-railroad grade separation structure.

(2) The Railroad shall, at its own sole expense, maintain and repair, or cause to be maintained and repaired, the entire superstructure of the highway-railroad grade separation structure.

(c) If the Project involves a public highway crossing over the Railroad's tracks, the Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired, and renewed, the entire highway-railroad grade separation structure.

Section 6. CHANGES IN GRADE.

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track or tracks located on the Crossing Area, the Political Body shall, at its own expense, conform the public highway in the Crossing Area to conform with the change of grade of the trackage.

Section 7. REARRANGEMENT OF WARNING DEVICES.

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

Section 8. SAFETY MEASURES: PROTECTION OF RAILROAD COMPANY OPERATIONS.

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be



prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

(a) Definitions. All references in this Agreement to the Political Body shall include the Political Body's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of railroad property.

(b) Compliance With Laws. The Political Body shall comply with all applicable federal, state, county and municipal laws, orders, regulations, ordinances, enactments and legal rules affecting the work, including but not being limited to, sanitation, safety devices, fire prevention, environmental protection, pollution control and all other matters connected with the Crossing Area. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation Attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

(c) No Interference or Delays. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

(d) Supervision. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- (e) Suspension of Work. If at any time the Political Body's engineers or the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- (f) Removal of Debris. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- (g) Explosives. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad, which shall not be given if, in the sole discretion of the Railroad, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate. In addition to any conditions, restrictions or limitations as may be specifically imposed:
- (1) Unless the Railroad agrees otherwise, the Political Body shall provide no less than 48 hours' notice, excluding weekends and holidays, before discharging any explosives.
- (2) Any explosives loaded in holes or placed or otherwise readied for discharge on a day shall be discharged on the same day during daylight hours, and at mutually acceptable times.
- (3) The Political Body, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction or interference arising out of or connected with any blasting or any transportation, handling, storage, security or use of explosives.
- (4) The Political Body shall require explosives to be transported, handled, stored or otherwise secured and used in a manner satisfactory to the Railroad and in

accordance with local, state and Federal laws, rules and regulations, including, without limitation, United States Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction, 29 CFR Part 1518, Subpart U - "Blasting and the Use of Explosives"; and Occupational Safety and Health Administration Occupational Safety and Health Standards, 29 CFR Part 1910, Subpart H - "Hazardous Materials".

(h) Obstructions to View. Except as otherwise specifically provided herein, the Political Body shall not cause or permit the view along the tracks of the Railroad to be obstructed, nor place any combustible material on the premises, nor erect any structures thereon. If public law or regulation requires control or removal of weeds or vegetation on each side of the Crossing Area, the Political Body will perform such control or removal work without expense to the Railroad or, if the Political Body may not lawfully perform the control or removal work, reimburse the Railroad for the cost of performing such control or removal. If the crossing is not equipped with automatic train activated warning devices with gate arms:

(1) The Political Body shall control or remove weeds and vegetation within and on each side of the Crossing Area so that the view of approaching motorists to approaching trains is not obstructed by weeds or vegetation; and

(2) Insofar as it may lawfully do so, the Political Body will not permit non-parties to construct sight obstructing buildings or other permanent structures on property adjacent to the right-of-way.

(i) Excavation. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

(j) Drainage. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon the property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or

any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

(k) Notice. Before commencing any work, the Political Body shall provide 48 hours prior notice (excluding weekends and holidays) to the Railroad.

(l) Fiber Optic Cables. Fiber optic cable systems are buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. Political Body shall contact the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

Section 9. INTERIM WARNING DEVICES.

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

Section 10. OTHER RAILROADS.

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

Section 11. REMEDIES FOR BREACH OR NONUSE.

(a) If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgement of the Railroad is necessary to place the highway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

(b) Non-use by the Political Body of the Crossing Area for public roadway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

- (c) The Political Body will surrender peaceable possession of the Crossing Area upon termination of this Agreement. Termination of this agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

Section 12. MODIFICATION - ENTIRE AGREEMENT.

No waiver, modification or amendment of this agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS.

This Agreement shall not be assigned without the written consent of the Railroad. Subject hereto, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

RREXHIBITBMODIFIED2 4PM DISK: GTOWNRAILROAD (02-075)

NOVEMBER 6, 2002

**EXHIBIT B-1  
Public Road  
Insurance Requirements**

The Political Body's Contractor/Subcontractors shall, at Contractor's/Subcontractors' sole cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. The Railroad Protective Insurance described in Paragraph D below only needs to be obtained and kept in force during the duration of the construction or major reconstruction of the highway located on the Premises. The other insurance coverage described in Paragraph A, B and C below shall be kept in force by the Political Body's Contractor/Subcontractors during the construction or major reconstruction of the highway located on the premises.

A. General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Broad Form Property Damage, a waiver of governmental immunity (ISO Form GL 24 14 or equivalent), severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Political Body's obligation to Railroad in the Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled.

B. Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Political Body's obligation to Railroad in the Agreement.

C. Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability with a limit of at least \$1,000,000. Also compliance with all laws of states which require participation in their state workers' compensation fund.

D. Railroad Protective Liability insurance naming Railroad as insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy

form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 00 35) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 2831 or equivalent). If the Lloyd's London policy form is used, limits shall be \$3,000,000 per occurrence with a \$9,000,000 aggregate and the Extended Claims Made Date shall be determined by adding the length of the original policy period plus one year to the policy expiration date.

The Political Body's Contractor(s)/Subcontractor(s) hereby waive their right of subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of Political Body or its agents or its Contractor(s)/Subcontractor(s) and for loss of their owned or leased property or property under their care, custody and control while on or near Railroad's right-of-way or other real property. Political Body's and/or its Contractor's/Subcontractor's insurance shall be primary with respect to any insurance carried by Railroad.

Political Body's Contractor(s)/Subcontractor(s) shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

RRexhibitB1modified.WPD GTOWNRR (02-075)

GEORGETOWN RAILROAD COMPANY

DATE: 15 JULY 2002

FORCE ACCOUNT ESTIMATE

LOCATION: WILLIAMSON COUNTY, TEXAS  
 INNER LOOP ROAD  
 DOT CROSSING NO.: PENDING

SCOPE:

1. REMOVE EXISTING TRACK WITHIN CROSSING AREA
2. INSTALL NEW RAIL, BALLAST AND 10 FT. CROSSTIES
3. INSTALL 45 FT. LONG CONCRETE CROSSING
4. INSTALL 2 FLASHING LIGHT SIGNALS W/ GATE ARMS  
 COMPLETE WITH CONTROL HOUSE & TRAIN DETECTION  
 SEE ATTACHED QUOTE FROM RAILROAD SIGNAL, INC.
5. INSTALL 2 INSULATED RAIL JOINTS

QUAN	DESCRIPTION	UNIT COST	TOTAL
*****MATERIALS*****			
45	LF CONCRETE CROSSING	185.00	8,325.00
31	EA WOOD CROSSTIE 7X9X10	47.40	1,469.40
15	EA WOOD CROSSTIE 6X8X8.5	22.00	330.00
2	KEG TRACK SPIKES	65.00	130.00
1	BDL TIE PLUGS	22.15	22.15
95	NT BALLAST ROCK	6.00	570.00
5	TL - FRT ON BALLAST	80.00	400.00
2	EA 80 FT 115 LB RAIL	797.33	1,594.66
1	FRT ON RAIL	650.00	650.00
2	EA INSULATED RAIL JTS.	238.00	476.00
-160	SALVAGE 112 LB RAIL- LF	1.92	(307.20)
0.15	HANDLING & ACCOUNTING - 15%	13,967.21	2,095.08
*****LABOR MAN-HRS*****			
29	ENGINEERING	85.00	2,465.00
65	SUPERVISOR LABOR	38.00	2,470.00
260	CREW LABOR	21.00	5,460.00
0.5	LABOR ADDITIVES @ 50%	10,395.00	5,197.50
0.1	LABOR INSURANCE @ 10%	10,395.00	1,039.50
***EQUIPMENT DAILY RATES***			
7	SUPERVISOR TRUCK	63.00	441.00
7	CREW TRUCK	60.00	420.00
4	WENCH TRUCK	123.00	492.00
7	TRACTOR BACKHOE	185.00	1,295.00
7	AIR COMPRESSOR	87.00	609.00
3	TRACK TAMPER	665.00	1,995.00
3	BALLAST REGULATOR	450.00	1,350.00
***OTHER***			
1	LS - RSI QUOTE	144,000.00	144,000.00
GRAND TOTAL			182,989.09

EXHIBIT C PAGE 1 OF 2



**RAILROAD SIGNAL, INC.**

15110 E. Pine Street

TULSA, OK. 74116

Phone (918) 234-1522 fax (918) 234-1529

[www.railroadsignalinc.com](http://www.railroadsignalinc.com)**HIGHWAY GRADE CROSSING WARNING SYSTEM QUOTE****GEORGETOWN RAILROAD**

LOCATION: LOOP 275 GEORGETOWN TX

PROJECT: FURNISH AND INSTALL FACTORY WIRED 6' X 6' ALUMINUM HOUSE  
WITH GATES

CONTROL: SAFETRAN 3000 PREDICTOR REDUNDANT

MATERIAL	\$77,054.00
LABOR CONSTRUCTION	\$10,020.00
LABOR CONTROL CASE WIRING	\$2,560.00
LABOR REMOVING EXISTING SIGNAL SYSTEM	\$650.00
ENGINEERING	\$2,200.00
EQUIPMENT RENTAL	\$1,980.00
COMPANY OWNED TRUCK EXPENSES	\$2,340.00
POWER TAP BY RAILROAD	\$0.00
ROAD BORING	\$2,630.00
TRAFFIC CONTROL	\$500.00
SHIPPING	\$1,983.00
SUBSISTENCE ALLOWANCES	\$3,100.00
FREIGHT CHARGES INCOMING	\$735.00
MOBILIZATION	\$2,100.00
TAXES	\$0.00
G & A	\$23,390.00
INSURANCE	\$12,758.00

TOTAL COST OF PROJECT \$144,000.00

PRICE DOES NOT INCLUDE ANY TAXES

INSUL SWITCHES WITHIN 880 FT OF CROSSING BY RAILROAD  
IF REQUIRED

RAILROAD SIGNAL, INC.

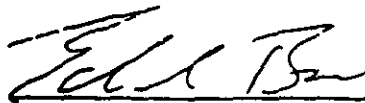
  
\_\_\_\_\_  
EDDIE D. BURNS  
PRESIDENTJune 13, 02  
\_\_\_\_\_  
DATE

EXHIBIT C PAGE 2 OF 2

**AGENDA ITEM 39**

**Comments from Commissioners.**

**Commissioner Limmer** noted that he attended Bob Bennett's retirement party.

**COMMISSIONERS' COURT ADJOURNED AT 11:14 A.M. ON TUESDAY, DECEMBER 17, 2002.**

**MINUTES**  
**of the**  
**WILLIAMSON COUNTY ROAD DISTRICT MEETING**  
**December 17, 2002**

STATE OF TEXAS            )  
COUNTY OF WILLIAMSON )

BE IT REMEMBERED that at 11:14 a.m. on December 17, 2002, a SPECIAL SESSION of the Commissioners' Court of Williamson County, Texas, was held pursuant to V.A.C.S. art. 6702, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge  
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1  
GREGORY W. BOATRIGHT, Commissioner, Precinct 2  
DAVID HAYS, Commissioner, Precinct 3  
FRANKIE LIMMER, Commissioner, Precinct 4  
NANCY E. RISTER, County Clerk

**I.**

**Read and approve the minutes of the last meeting.**

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve the minutes of the December 10, 2002 Road District Meeting.

Vote: **4 – 0. Commissioner Hays was absent from the dais.**

**II.**

**Consider rescinding action on item #III from the December 10<sup>th</sup>, 2002 Road District Agenda for JP Morgan bill for Southwest Road District.**

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To rescind the action on Agenda Item III from the December 10, 2002 Road District Meeting, and to approve payment of \$111.30 to J. P. Morgan.

Vote: **5 – 0**

< Attachment >

12/17/2002

Page 242

0002/003

11-20-02P02:55 RCVD

JPMorgan Chase Bank  
ITS Fee Billing  
P.O.Box 911953  
Dallas, Tx. 75391-1953



SE WILLIAMSON CO ROAD DIST #1  
ATTN: CHARLIE CROSSFIELD  
309 EAST MAIN  
ROCK ROUND, TX 78664

Customer Number: 530-2066600  
Statement Date: 11/18/2002

## STATEMENT OF PAST DUE INVOICES

Invoice Number	Invoice Date	Invoice Total	Late Charge	Amount Due
20020897836	9/23/2002	5,565.00	111.30	5,676.30
<p><i>Approved 12-17-02</i> <i>John C. Crossfield</i></p> <p><i>Pay only \$111.30</i></p> <p><i>Balance was submitted 11/18/02</i></p> <p><i>for payment</i></p> <p><i>12/11/02</i></p>				
TOTAL AMOUNT				\$ 5,676.30

If there is an invoice attached, please be advised that it is the original invoice, and its total may not match the invoice total on the late notice due to adjustments or partial payments processed by us prior to generation of this notice.

TOTAL AMOUNT

\$ 5,676.30

Please direct inquiries to REBECCA NEWMAN at (713) 216-4931.

PLEASE REMIT A COPY OF THIS NOTICE AND THE TOTAL AMOUNT DUE TO THE MAILING ADDRESS SHOWN ABOVE. IF PAYMENT HAS BEEN MADE, PLEASE ACCEPT OUR THANKS AND DISREGARD THIS NOTICE.

III.

Discuss and take appropriate action on the Southeast Williamson County Road District #1, including, but not limited to payment of bills.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve payment of the following:

\$25.00 to Sheets & Crossfield

Vote: **5 – 0**

< Attachment >

**SHEETS & CROSSFIELD, P.C.**

Attorneys at Law

309 EAST MAIN STREET  
ROUND ROCK TX 78664-5246  
(512) 255-8877

November 30, 2002

SERRD  
c/o JUDGE JOHN DOERFLER  
WILLIAMSON COUNTY COURTHOUSE  
710 MAIN STREET, SUITE 201  
GEORGETOWN TX 78626

Re: Special Counsel  
Attorney: CDC

**PROFESSIONAL SERVICES RENDERED**

	<u>Hours</u>	<u>Amount</u>		
11/19/02 CDC Respond to various e-mails form Taysha Howe.	0.20	25.00		
<b>TOTAL FOR THE ABOVE SERVICES</b>	<b>0.20</b>	<b>\$25.00</b>		
<b>PREVIOUS BALANCE</b>		<del>-\$37.50</del>		
<b>BALANCE (due upon receipt)</b>		<del>\$62.50</del>		
		<b>\$25.00</b>		
<i>pur. app.</i>				
<i>Approved 12-17-02</i> <i>John C. Doerfler</i>				
<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>90 Days</b>	<b>120 Days</b>
25.00	0.00	37.50	0.00	0.00

IV.

Discuss and take appropriate action on the Southwest Williamson County Road District #1, including, but not limited to payment of bills.

No action was taken on this agenda item.

V.

Discuss and take appropriate action on the Northeast Round Rock Road District #1, including, but not limited to payment of bills.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve payment of the following:

\$987.50 to Sheets & Crossfield

Vote: **5 – 0**

< Attachment >

**SHEETS & CROSSFIELD, P.C.**

Attorneys at Law

309 EAST MAIN STREET  
ROUND ROCK TX 78664-5246  
(512) 255-8877

November 30, 2002

NERRD  
C/O JUDGE JOHN DOERFLER  
WILLIAMSON COUNTY COURTHOUSE  
GEORGETOWN TX 78626Re: Special Counsel  
Attorney: CDC**PROFESSIONAL SERVICES RENDERED**

	<u>Hours</u>	<u>Amount</u>
10/28/02 CDC Phone conference with Taysha Howe.	0.20	25.00
10/30/02 CDC Respond to and send e-mails to Taysha Howe.	0.50	62.50
10/31/02 CDC Conference with Taysha Howe.	0.30	37.50
11/01/02 CDC Phone conference with Taysha Howe.	0.50	62.50
11/07/02 CDC Review Stoney Brook Order.	0.50	62.50
CDC Phone conference with Taysha Howe regarding Stoney Brook Order, phone conference with Haythem Dowlett regarding same.	0.30	37.50
11/08/02 CDC Respond to several e-mails from Taysha Howe regarding Stoney Brook.	0.60	75.00
11/14/02 CDC Phone conference with various property owners regarding location of college on Avery site; research rollback on Avery site.	1.00	125.00
11/18/02 CDC Conference with David Kautz regarding sale of Avery Ranch property within NERRD to Southwest Texas.	0.80	100.00
CDC E-mails to Taysha Howe regarding Avery Ranch sale; research law regarding rollback.	1.00	125.00
11/21/02 CDC Review assessment order regarding Avery Tract.	1.00	125.00
11/25/02 CDC Calculate Avery reassessment.	0.90	112.50
CDC E-mails to Taysha Howe regarding Stoney Brook.	0.30	37.50
<b>TOTAL FOR THE ABOVE SERVICES</b>	<b>7.90</b>	<b>\$987.50</b>

**PREVIOUS BALANCE**~~\$187.50~~

per app.

12/17/2002

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NERRD

Page 2

Amount

BALANCE (due upon receipt)

~~\$1,175.00~~

\$987.50

Approved 12-17-02  
John C. Dwyer

Current	30 Days	60 Days	90 Days	120 Days
987.50	0.00	37.50	150.00	0.00



VI.

Consider initiating process to issue refunding bonds in Southeast Williamson County Road District #1.

No action was taken on this agenda item.

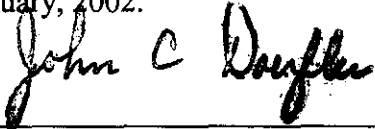
VII.

Discuss and taken appropriate action on filing suit in Federal District Court for Southeast Williamson County Road District.

No action was taken on this agenda item.

THE ROAD DISTRICT MEETING ADJOURNED AT 11:24 A.M. ON TUESDAY, DECEMBER 17, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 247 inclusive, had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 7th day of January, 2002.



John C. Doerfler, County Judge

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

By:   
Deputy Clerk