

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 13TH, 2013
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 19)

5. Discuss and consider approving line item transfer for All District Courts

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
from	0100-0435-04999	Miscellaneous	\$150.00	01	
To	0100-0435-03100	Office Supplies	\$150.00	02	

6. Discuss and consider approving a Budget Line Item transfer for District Clerk

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0386-0386-004550	Record Management Fund	1200.00		

to	0386-0386-003006	Office Equipment	1200.00		
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7. To discuss and consider approving a line item transfer for County Attorney's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0475-001100	Full-Time Salaries	\$3,500.00		
To	0100-0475-001107	Temporary Labor-Seasonal Help	\$3,500.00		

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0402-004310	Advertising & Legal Notices	\$3750.00		
To	0100-0402-004718	Pre-Employment Physical	\$3750.00		

9. Discuss and consider approving a Line Item Transfer for Emergency Communications

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0581.004500	Maintenance Contracts	1100		
To	100.0581.004541	Vehicle Maintenance / Repair	1100		

10. Discuss and take action on Budget Line Item Transfer for Juvenile Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0576.003005	Office Furniture	2500		
To	100.0576.004541	Vehicle Repair	2500		
From	100.0576.003010	Computer Equipment	2000		
To	100.0576.004621	Copier Rental	2000		
From	100.0576.004100	Professional Services	35000		
To	100.0576.003306	Food Services	25000		
To	100.0576.004106	Counseling Services	10000		

11. Discuss and consider approving a line item transfer for All County Courts

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0425-004131	All Cty Cts/Family CaseCt Aptd	\$50,000		

To	0100-0425-004134	All Cty Cts/Misd Cases Ct Aptd	\$50,000		
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12. Discuss and consider approving a line item transfer for EMS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004998	Non Dept/Contingencies	\$1,000		
To	0100-0540-004415	EMS/Vehicle Ins Deductible	\$1,000		

13. Discuss and consider approving a line item transfer for Constable Pct #4

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004998	Non Dept/Contingencies	\$1,000		
To	0100-0554-004415	Constable Pct 4/Vehicle Deduct	\$1,000		

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0402-004310	Advertising & Legal Notices	\$500.00		
To	0100-0402-003100	Office Supplies	\$500.00		

15. Discuss and consider approving line item transfer for Tax Assessor Collector

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
from	0100-0499-004999	Misc	216.50		
to	0100-0499-003005	Office Furniture	216.50		

16. Discuss and consider approving County acceptance of transferred vehicle from the Department of Justice to the Sheriff's Office.
17. Consider approving Justice of the Peace 4, JULY 2013 Monthly Report in compliance with Code of Criminal Procedure 103.005(b).
18. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
19. Discuss and consider approval of final plat for the Fredrickson Ranch on Lake Georgetown Sec 2 subdivision - Pct 3

REGULAR AGENDA

20. Discuss and take appropriate action regarding Evergreen Solutions, LLC presentation "Classification and Compensation Study for Williamson County, TX".
21. Discuss and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Tax Assessor-Collector.
22. Discuss and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Attorney.
23. Discuss 2013-2014 Budget
24. To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.
25. Consider authorizing the road bond transfer request recommended by Mike Weaver, Road Bond Manager to transfer \$4,000,000 from SH 195 (P149) to the following projects with designated amounts: \$200,000 to O'Connor (P127), \$250,000 RM 620 Improvements (P167), \$350,000 to Ronald Reagan Phase III (P211), \$50,000 to CR 138 (P179), \$2,000,000 to Lakeline Blvd Extension (P170), \$350,000 Forest North Drainage Study (P255), and \$800,000 to Pearson Ranch Rd/SH 45/RM 620 Interchange (P222). Also, transfer \$350,000 from US 79 Drainage (P155) to US 79/Second Street (P244).
26. Discuss and consider approving the consent of assignment of contract for the CR 110 South (US79-Limmer Loop) Road Bond project to CHA Consulting, Inc. who merged with R.W. Armstrong & Associates, Inc.
27. Consider approving Change Order No. 1 in the amount of \$55,261.60 for RM 620 Safety Improvements, a Road Bond project in Precinct One.
28. Discuss salary grievance committee recommendations and take appropriate action, if needed, on committee's recommendation.
29. Discuss and consider approving an increase to the hourly flat fee rate for election workers.
30. Consider approving the renewal of the CSCD CSR Memorandum of Understanding with no increase for FY14.
31. Consider approving the renewal of the CSCD Co-Op Agreement with no increase for FY14.
32. Discuss and consider approving the Tax Collection Agreement between City of Coupland and the County of Williamson Texas.
33. Discuss and take appropriate action on approval of contract amendment for the Low Income Repair, Replacement and Retrofit Assistance Program (LIRAP), AKA DriveACleanMachine Program or AirCheck Texas.

34. Discuss and consider approving Microsoft Volume Licensing Enterprise Enrollment and authorizing County Judge to sign the enrollment.
35. Discuss and take appropriate action regarding the reaming of CR 165 to Alliance Blvd. Pct 4.
36. Discuss and take appropriate action regarding the renaming of the portion of CR 108 from US 79 to Limmer Loop to Innovation Blvd. Pct 4.
37. Discuss and take action authorizing the County Judge to sign a letter requesting access to the E-Grant System.
38. Discuss and take appropriate action regarding the employment of attorneys Malouf & Nockels, LLP as lead counsel/co-counsel to represent Williamson County in an intervention in the MERS related litigation, Civil Action No. 2:12-cv-00131, Nueces County v. Merscorp Holdings, Inc. et al, In The United States District Court For The Southern District of Texas-Corpus Christi Division; and consider approval of the exemption of those attorney services form the competitive proposal/bid requirements of the County Purchasing Act pursuant to the discretionary exemption for personal and professional services, as set forth under Section 262.024 (a) (4) of the Texas Local Government Code; and authorize the County Judge to execute the proposed contingency fee contracts for engagement of those services.
39. Discuss and consider approval of Supplemental Work Authorization No. 2 for the Berry Springs Park Dam – Phase II with Freese and Nichols, Inc. for archeological services.
40. Consider authorizing advertising and setting date of September 3, 2013 at 3:00 PM in the Purchasing Department to receive proposals for Property and Casualty Insurance, 14RFP00202.
41. Discuss and consider authorizing advertising and setting date of September 4, 2013 at 2:00pm in the Purchasing Department to receive bids for Limestone Rock Asphalt for Williamson County Road and Bridge Division, 13IFB00135
42. Discuss and consider authorizing advertising and setting date of September 11th, 2013 at 2:30pm in the Purchasing Department to receive proposals for LEASE AGRICULTURAL LAND LOCATED NEAR THE WILLIAMSON COUNTY LANDFILL HUTTO, TEXAS, RFP# 14RFP00204.
43. Discuss and consider authorizing advertising and setting date of September 11th, 2013 at 2:00pm in the Purchasing Department to receive proposals for LEASE AGRICULTURAL LAND LOCATED NEAR THE WILLIAMSON COUNTY LANDFILL HUTTO, TEXAS, RFP# 14RFP00205

EXECUTIVE SESSION

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

44. Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit, Project Wolf.)
45. Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit, Project Techie.)
46. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 1. Proposed or potential purchase or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
 - e) Discuss proposed acquisition of property for proposed SH 29 project.
 - f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - g) Discuss proposed acquisition and/or sale of property for Arterial H.
 - h) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
 - i) Discuss proposed Gattis School road wall claim
 - j) Discuss County owned real estate adjacent to and near Inner Loop, Georgetown, Texas.
 - k) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
 - l) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - m) Discuss possible acquisition or lease of property to improve emergency communications.

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

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
- d) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
- e) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- f) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
- g) Employment related matters.
- h) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
47. i) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
- j) Mortgage Electronic Recording Systems (MERS) litigation.
- k) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
- l) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- m) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.
- n) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
- o) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- p) Cause No. 13-0748-C368; Williamson County v. Parsons Environment & Infrastructure Group Inc. et al.

in the 368th Judicial District Court of Williamson County, Texas
q) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division
r) Contract between Williamson County and Westar Construction, Inc. for Berry Springs Creek Dam Repair

48. Discuss and take appropriate action regarding economic development matters.

49. Discuss and take appropriate action on real estate.

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

- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - e) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - f) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 - g) Employment related matters.
 - h) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
50. i) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
j) Mortgage Electronic Recording Systems (MERS) litigation.
k) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
l) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
m) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.
n) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
o) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
p) Cause No. 13-0748-C368; Williamson County v. Parsons Environment & Infrastructure Group Inc. et al. in the 368th Judicial District Court of Williamson County, Texas
q) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division
r) Contract between Williamson County and Westar Construction, Inc. for Berry Springs Creek Dam Repair
51. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2013 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 08/13/2013

Transfer funds for Office Supplies in District Court Budget

Submitted For: District Courts

Submitted By:

Donna Connell, 368th
District Court

Department: 368th District Court

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving line item transfer for All District Courts

Background

The Magistrate's Office needs office supplies and has run out of money. This transfer should cover office supplies through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0435-04999	Miscellaneous	\$150.00	01
To	0100-0435-03100	Office Supplies	\$150.00	02

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Donna Connell

Final Approval Date: 07/30/2013

Reviewed By

Wendy Coco

Date

07/30/2013 02:50 PM

Started On: 07/30/2013 10:04 AM

Commissioners Court - Regular Session

6.

Meeting Date: 08/13/2013

line item transfer

Submitted For: Lisa David

Submitted By:

Lisa David, District
Clerk

Department: District Clerk

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a Budget Line Item transfer for District Clerk

Background

To purchase scanner in records management for digitizing paper court exhibits.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0386-0386-004550	Record Management Fund	1200.00	
to	0386-0386-003006	Office Equipment	1200.00	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 08/05/2013

Reviewed By

Wendy Coco

Date

08/05/2013 04:50 PM

Started On: 08/05/2013 11:09 AM

Commissioners Court - Regular Session

7.

Meeting Date: 08/13/2013

Line Item Transfer

Submitted For: Dee Hobbs

Submitted By:

Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda: Consent

Category:

Information

Agenda Item

To discuss and consider approving a line item transfer for County Attorney's Office

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-001100	Full-Time Salaries	\$3,500.00	
To	0100-0475-001107	Temporary Labor-Seasonal Help	\$3,500.00	

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/07/2013 03:52 PM

Form Started By: Stephanie Lloyd

Started On: 08/06/2013 02:35 PM

Final Approval Date: 08/07/2013

Commissioners Court - Regular Session

8.

Meeting Date: 08/13/2013

LIT

Submitted For: Lisa Zirkle

Submitted By:

Julianne Gonatas, Human
Resources

Department: Human Resources

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for Human Resources

Background

For pre-employment physicals, need monies to finish out the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0402-004310	Advertising & Legal Notices	\$3750.00	
To	0100-0402-004718	Pre-Employment Physical	\$3750.00	

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/08/2013 10:10 AM

Form Started By: Julianne Gonatas

Started On: 08/07/2013 11:32 AM

Final Approval Date: 08/08/2013

Commissioners Court - Regular Session

9.

Meeting Date: 08/13/2013

Line Item Transfer

Submitted For: Scott Parker

Submitted
By:

Melissa Pogue, Emergency Communications

Department: Emergency Communications

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a Line Item Transfer for Emergency Communications

Background

Request for the transfer of funds to cover the unexpected cost for the replacement of an air conditioning unit on the mobile communications vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0581.004500	Maintenance Contracts	1100	
To	100.0581.004541	Vehicle Maintenance / Repair	1100	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa Pogue

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:10 AM

Started On: 08/07/2013 03:59 PM

Commissioners Court - Regular Session

10.

Meeting Date: 08/13/2013

Budget Line Item Transfer

Submitted For: Scott Matthew

Submitted By:

John Pelczar, Juvenile
Services

Department: Juvenile Services

Agenda Consent

Category:

Information

Agenda Item

Discuss and take action on Budget Line Item Transfer for Juvenile Services

Background

Juvenile Services is requesting budget line item transfers based on current YTD expenditures and projected expenditures for the remainder of FY 2013.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0576.003005	Office Furniture	2500	
To	100.0576.004541	Vehicle Repair	2500	
From	100.0576.003010	Computer Equipment	2000	
To	100.0576.004621	Copier Rental	2000	
From	100.0576.004100	Professional Services	35000	
To	100.0576.003306	Food Services	25000	
To	100.0576.004106	Counseling Services	10000	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:10 AM

Started On: 08/07/2013 04:16 PM

Commissioners Court - Regular Session

11.

Meeting Date: 08/13/2013

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda: Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for All County Courts

Background

Misdemeanor cases are increasing as well as the number of court appointed attorneys being assigned to these cases

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-004131	All Cty Cts/Family CaseCt Aptd	\$50,000	
To	0100-0425-004134	All Cty Cts/Misd Cases Ct Aptd	\$50,000	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:10 AM

Started On: 08/07/2013 06:44 PM

Commissioners Court - Regular Session

12.

Meeting Date: 08/13/2013

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda: Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for EMS

Background

As you know we removed all vehicle deductible monies from departmental budget. This vehicle deductible charge is for EMS for an accident on 7/12/13.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$1,000	
To	0100-0540-004415	EMS/Vehicle Ins Deductible	\$1,000	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:10 AM

Started On: 08/07/2013 06:50 PM

Commissioners Court - Regular Session

13.

Meeting Date: 08/13/2013

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda: Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct #4

Background

As you know we removed vehicle deductible monies from all county departmental budgets. This money is needed to pay for a claim in the Constable Pct 4 office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$1,000	
To	0100-0554-004415	Constable Pct 4/Vehicle Deduct	\$1,000	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:10 AM

Started On: 08/07/2013 06:57 PM

Commissioners Court - Regular Session

14.

Meeting Date: 08/13/2013

LIT

Submitted For: Lisa Zirkle

Submitted By:

Julianne Gonatas, Human
Resources

Department: Human Resources

Agenda Consent

Category:

Information

Agenda Item

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

Background

Need monies for supplies to finish out the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0402-004310	Advertising & Legal Notices	\$500.00	
To	0100-0402-003100	Office Supplies	\$500.00	

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/08/2013 10:10 AM

Form Started By: Julianne Gonatas

Started On: 08/08/2013 08:18 AM

Final Approval Date: 08/08/2013

Meeting Date: 08/13/2013

Discuss and consider approving line item transfer for Tax Assessor Collector

Submitted For: Deborah Hunt

Submitted

Kathryn Morehouse, County Tax Assessor

By:

Collector

Department: County Tax Assessor Collector

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving line item transfer for Tax Assessor Collector

Background

We are trying to complete the furniture purchases from the remodel and have a few items left to purchase which are two task chairs and a lighting fixture for a work station.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0499-004999	Misc	216.50	
to	0100-0499-003005	Office Furniture	216.50	

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/08/2013 10:10 AM

Form Started By: Kathryn Morehouse

Started On: 08/08/2013 08:57 AM

Final Approval Date: 08/08/2013

Meeting Date: 08/13/2013

Acceptance of Transferred Vehicle

Submitted By: Deborah Wolf, Sheriff

Department: Sheriff

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving County acceptance of transferred vehicle from the Department of Justice to the Sheriff's Office.

Background

This 2008 Honda Ridgeline will be placed into service by the Sheriff's Office and maintenance costs will be paid from the Sheriff's Office budget (560). The asset will be listed in department 410. A Nissan Altima and Toyota 4Runner have been submitted for retirement, which will result in the overall fleet size being reduced by one vehicle.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 08/02/2013

Reviewed By

Wendy Coco

Date

08/02/2013 10:35 AM

Started On: 08/01/2013 03:42 PM

Commissioners Court - Regular Session

17.

Meeting Date: 08/13/2013

Justice of the Peace 4 JULY 2013 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Consent

Category:

Information

Agenda Item

Consider approving Justice of the Peace 4, JULY 2013 Monthly Report in compliance with Code of Criminal Procedure 103.005(b).

Background

Attachments

JP4 JULY 2013 REPORT

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 11:05 AM

Started On: 08/08/2013 10:29 AM

**IN COMPLIANCE WITH ARTICLE 1003
CODE OF CRIMINAL PROCEDURE**

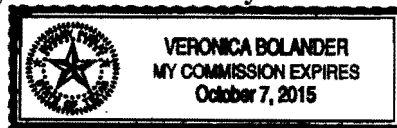
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July, 2013.


**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**



31st day of July, 2013 to certify which witness my hand and seal of office.




NOTARY PUBLIC in and for the State of Texas

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTER	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
15646	07/01/2013	JC130181	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
CONN APPLIANCES DBA CONNS															
15647	07/01/2013	JC130182	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
FULTON FRIEDMAN															
15648	07/01/2013	EV130419	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
15649	07/01/2013	JC130183	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
15650	07/01/2013	JC110146	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
LAW FIRM OF TED W.HEJL															
15651	07/02/2013	EV130420	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SAMUEL KING															
15652	07/02/2013	EV130421	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
JAMES GOODMAN															
15653	07/02/2013	EV130422	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOHN JONES															
15654	07/02/2013	EV130423	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOHN JONES															
15655	07/02/2013	JC130184	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. ADAMS PC															
15656	07/05/2013	EV130351	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
LAWRENCE AND DIEDRE GOODNOUGH															
15657	07/05/2013	EV080723	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1.00
JOSH PRINCE															
15658	07/05/2013	IN130049	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	\$57.00
BECK FUNERAL HOME															
15659	07/05/2013	IN130061	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
KRISTINE GASSON															
15660	07/05/2013	EV130334	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
A-TX PROP.MGNT. LLC															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
15661	07/05/2013	JC130001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	5.00	\$155.00
NAMAN, HOWELL, SMITH & LEE, PLLC															
15662	07/05/2013	EV130424	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
GDAA PROP. MGNT./GREG DOERING,AGENT															
15663	07/05/2013	EV130425	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LINDA HOLMSTROM															
15664	07/08/2013	EV130426	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
PAUL PILLE															
15665	07/08/2013	EV130296	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
AP DELL RANCH MADISON LLC															
15666	07/08/2013	EV130333	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRY & SEWART PLLC															
15667	07/09/2013	EV130342	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
YELDUD PROPERTIES, LLC															
15668	07/09/2013	EV130427	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
GUS AND LAVERNE DOERING															
15669	07/09/2013	EV130428	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
KEY SOLUTIONS LLC															
15670	07/11/2013	JC130185	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
15671	07/11/2013	JC130186	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15672	07/11/2013	JC130187	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15673	07/11/2013	JC130188	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15674	07/11/2013	JC130189	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT, PC															
15675	07/11/2013	JC130190	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT, PC															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTER	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
15676	07/11/2013	JC130191	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT, PC															
15677	07/11/2013	JC130192	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT, PC															
15678	07/11/2013	EV130429	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15679	07/11/2013	EV130430	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15680	07/11/2013	EV130431	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15681	07/11/2013	EV130432	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15682	07/11/2013	EV130433	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15683	07/11/2013	EV130434	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15684	07/11/2013	EV130435	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15685	07/11/2013	EV130436	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15686	07/11/2013	EV130437	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15687	07/11/2013	EV130438	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15688	07/11/2013	EV130439	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15689	07/11/2013	EV130440	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15690	07/11/2013	EV130441	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															

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15691	07/11/2013	EV130442	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15692	07/11/2013	EV130443	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15693	07/11/2013	EV130444	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TRAMOR PROPERTIES															
15694	07/11/2013	EV130445	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15695	07/11/2013	EV130446	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
15696	07/11/2013	EV130447	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSION STAR RANCH COUNTRY CLUB															
15697	07/11/2013	EV130448	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MANSION STAR RANCHG COUNTRY CLUB															
15698	07/11/2013	EV130449	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSION STAR RANCH COUNTRY CLUB															
15699	07/11/2013	IN130016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
ALTIMA INFORMATIONAL SERVICES															
15700	07/11/2013	EV130450	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LANDMARK PROPERTIES AT AUBURN MANOR															
15701	07/12/2013	EV130380	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
CODILIS & STAWIARSKI															
15702	07/12/2013	EV130451	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
BARRY & SEWART PLLC															
15703	07/12/2013	EV130452	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
DONALD HUCKINS															
15704	07/15/2013	EV130453	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
THOMAS W. MOSS															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
15705	07/15/2013	EV130389	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
YELDUD PROPERTIES LLC															
15706	07/15/2013	EV130454	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MARCIA HAGLER															
15707	07/15/2013	EV130455	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ARBORS OF TAYLOR															
15708	07/15/2013	IN130053	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
KELLY MOUNCE															
15709	07/16/2013	EV130456	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LODGE AT WARNER RANCH															
15710	07/16/2013	EV130457	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LODGE AT WARNER RANCH															
15711	07/16/2013	EV130458	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
LODGE AT WARNER RANCH															
15712	07/16/2013	EV130459	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
COLONIAL GRAND AT ASHTON OAKS															
15713	07/16/2013	EV130460	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
COLONIAL GRAND AT ASHTON OAKS															
15714	07/16/2013	EV130341	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
COLONIAL VILLAGE AT SIERRA VISTA															
15715	07/16/2013	JC090035	0.00	0.00	0.00	0.00	1.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1.25
DISCOVER BANK															
15716	07/18/2013	EV130461	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
KIRK BONSELL															
15717	07/18/2013	EV130462	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LANDMARK AT AMELIA RIDGE															
15718	07/18/2013	EV130463	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
LANDMARK AT AMELIA RIDGE															

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15719	07/18/2013	SC130034	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOSH MALLIA															
15720	07/18/2013	EV130464	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TOWNHOMES AT DOUBLE CREEK															
15721	07/18/2013	EV130465	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TOWNHOMES AT DOUBLE CREEK															
15722	07/18/2013	EV130466	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TOWNHOMES AT DOUBLE CREEK															
15723	07/18/2013	EV130467	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TOWNHOMES AT DOUBLE CREEK															
15724	07/18/2013	EV130468	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TOWNHOMES AT DOUBLE CREEK															
15725	07/18/2013	EV130472	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
AP DELL RANCH MANSIONS, LLC															
15726	07/18/2013	EV130471	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
AP DELL RANCH MANSIONS, LLC															
15727	07/18/2013	EV130470	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
AP DELL RANCH MANSIONS, LLC															
15728	07/18/2013	EV130469	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
AP DELL RANCH MANSIONS, LLC															
15729	07/18/2013	EV130473	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
MCCARTHY HOLTHUS ET AL															
15730	07/18/2013	EV130355	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MICHAEL SCHNEIDER															
15731	07/18/2013	JC130193	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15732	07/18/2013	JC130194	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15733	07/18/2013	JC130195	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															

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15734	07/18/2013	JC130196	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15735	07/18/2013	JC130197	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15736	07/18/2013	JC130198	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15737	07/18/2013	SC130035	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
OTTO R. CABRERA, JR.															
15738	07/19/2013	EV130474	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
15739	07/19/2013	EV130475	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
ERICK RUNNERSTROM															
15740	07/22/2013	EV130476	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOHN JONES DBA IMPROVED PROPERTIES															
15741	07/22/2013	EV130477	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JOHN JONES DBA IMPROVED PROPERTIES															
15742	07/23/2013	EV130478	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
HERITAGE OAKS APARTMENTS															
15743	07/23/2013	SC130036	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
NORMAN KLOTZ															
15744	07/23/2013	EV130479	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
LANDMARK AT AMELIA RIDGE															
15745	07/23/2013	EV130356	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
TRAMOR PROPERTIES															
15746	07/23/2013	EV130376	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
TRAMOR PROPERTIES															
15747	07/23/2013	EV130480	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MARCIA HAGLER															
15748	07/23/2013	EV130481	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRY & SEWART															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
15749	07/23/2013	JC130199	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
15750	07/23/2013	JC130200	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
PROFESSIONAL CIVIL PROCESS															
15751	07/23/2013	JC130201	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT PC															
15752	07/23/2013	JC080200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
WEINSTEIN & RILEY PS															
15753	07/23/2013	IN130088	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
ANNA PITMAN															
15754	07/25/2013	EV130482	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MAIN STREET COMMONS SENIOR L.P.															
15755	07/25/2013	EV130483	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
THE ELLIOTT SYSTEM INC.															
15756	07/25/2013	EV130484	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
THE ELLIOTT SYSTEM INC.															
15757	07/25/2013	EV130485	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MONTELENA APARTMENTS															
15758	07/25/2013	JC130202	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TED W. HEJL															
15759	07/25/2013	JC130203	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
15760	07/26/2013	EV100317	0.00	0.00	0.00	0.00	1.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1.75
SCHARFE HOMES															
15761	07/26/2013	SC120051	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
VERNON HODDE															
15762	07/29/2013	SC130037	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ENRIQUE MEDINA															
15763	07/29/2013	SC130038	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
CLASSIC STREET LLC															

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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
15764	07/29/2013	SC130038	(25.00)	0.00	0.00	0.00	0.00	0.00	(6.00)	(70.00)	0.00	0.00	0.00	0.00	(101.00)
CLASSIC STREET LLC															
15765	07/29/2013	SC130038	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
CLASSIC STREET LLC															
15766	07/30/2013	SC130039	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
LOUIS LESSARD															
15767	07/30/2013	EV130486	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
GORDY PROPERTIES															
15768	07/30/2013	EV130487	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
GORDY PROPERTIES															
15769	07/30/2013	EV130488	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
COLONIAL GRAND AT ROUND ROCK															
15770	07/30/2013	EV130489	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BHISHAM PARYANI															
15771	07/30/2013	EV130412	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
JACK O'BOYLE & ASSOC															
15772	07/30/2013	EV130490	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BRAD PLAUCHE															
														0.00	\$0.00
CUMULATIVE TOTALS :			2,550.00	10.00	55.00	0.00	25.00	0.00	612.00	8,450.00	0.00	0.00	0.00	66.00	\$11,768.00

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	3	4.00	4.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	1	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	1	21.00	21.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICITION	EVICITION FILING FEE	72	1,800.00	1,800.00	425.00	1,200.00	0.00	0.00	175.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	104	612.00	612.00	114.00	444.00	6.00	0.00	48.00	0.00	0.00	0.00	0399-0000-208822
JUSTICE	JUSTICE CIVIL FILING FEE	23	575.00	575.00	0.00	575.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
SERVE 4	CONSTABLE PRECINCT 4 SEF	97	6,650.00	6,650.00	1,680.00	4,270.00	140.00	0.00	560.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	8	150.00	150.00	25.00	75.00	25.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	11	55.00	55.00	10.00	30.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	12	1,800.00	1,800.00	300.00	1,050.00	0.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341904

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	4	20.00	20.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COPIES	1	36.00	36.00	0.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY		341	11,768.00	11,768.00	2,589.00	7,731.00	171.00	0.00	1,277.00	\$0.00	0.00	0.00	
Direct Deposit			\$0.00										
Cash			\$2,589.00										
Checks			\$7,731.00										
Money Orders			\$171.00										
Credit Cards :			\$1,277.00										
				Escrow Payments	\$0.00	Transaction Fee	\$0.00	Non-Monetary	\$0.00				
										CSR Credit	\$0.00		
										Jail Credit	\$0.00	Post for Refund	\$0.00
												Over Payments	\$0.00
TOTAL CURRENCY			\$11,768.00										
				ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$0.00			TOTAL PAID	\$0.00

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GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		2,487.00	219.00	0.00	0.00	2,706.00
0100-0000-341904		7,440.00	1,010.00	0.00	0.00	8,450.00
0399-0000-208822		564.00	48.00	0.00	0.00	612.00
TOTALS :		10,491.00	1,277.00	0.00	0.00	11,768.00

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157208	07/01/2013	TR131799	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
ROBERT D GRABOWSKI																			
157209	07/01/2013	TR131854	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	95.10	\$180.00
JACOB RAY GOULD																			
157210	07/01/2013	TR131983	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	95.10	\$155.00
JENNIFER BREANNE CARPENTER																			
157211	07/01/2013	TR131981	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	95.00	\$135.00
ANTHONY ALFRED YBARRA																			
157212	07/01/2013	TR123399	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
SUSIE GOMEZ ANDRADE																			
157213	07/01/2013	TR131786	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
KEVIN MICHAEL HUNTER																			
157214	07/01/2013	TR131787	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	65.00	\$105.00
KEVIN MICHAEL HUNTER																			
157215	07/01/2013	NT130199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	120.00	75.00	\$200.00
RONALD MATTHEW LEDESMA																			
157216	07/01/2013	TR131679	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ERIC JAMES HULIN																			
157217	07/01/2013	TW130339	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	\$50.00
BENJAMIN LUCIO																			
157218	07/01/2013	TR132018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	65.00	\$109.00
GEORGE BELTRAN																			
157219	07/01/2013	TR132019	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	95.10	\$255.00
GEORGE BELTRAN																			
157220	07/01/2013	TR121684	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
LEAH ROCHELLE CALDWELL																			
157221	07/01/2013	TR020455	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.00	0.00	\$112.00
JESSICA NAVEJAR																			
157222	07/01/2013	TR132021	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	95.10	\$155.00
BERNARDO BOCANEGRA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157223	07/01/2013	TR131723	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	65.00	\$70.00
RASHONDA RESHAY SCOTT																			
157224	07/01/2013	TR131723	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	\$1.00
RASHONDA RESHAY SCOTT																			
157225	07/01/2013	TW130255	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CRISTINA MARIE DONOHOE																			
157226	07/01/2013	TR130979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.00	0.00	\$76.00
SAUL TABAREZ URIAS																			
157227	07/01/2013	JV120130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	\$50.00
ALEX J KARR																			
157228	07/01/2013	TR131809	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	44.90	65.10	\$115.00
LUIS ALBERTO SANCHEZ																			
157229	07/01/2013	TR130889	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CHARLES FULTON CLIFTON																			
157230	07/01/2013	NT120331	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
JESSICA VOIGHT																			
157231	07/01/2013	TR130872	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.00	0.00	\$314.00
ROBERT GARCIA																			
157232	07/01/2013	TR131688	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
HILARIA YSABEL MEDINA																			
157233	07/01/2013	TR131931	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
BRYAN RADFORD JONES																			
157234	07/01/2013	LW130193	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	65.00	\$170.00
CORY MICHAEL GREGORY																			
157235	07/01/2013	TR053735	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	105.00	141.00	\$254.00
JASON COLE CLOER																			
157236	07/01/2013	JV130064	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
JOSHUA A MARTINEZ																			
157237	07/01/2013	LW130192	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	95.00	\$203.00
CORY MICHAEL GREGORY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157238	07/01/2013	PW130006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	90.00	\$195.00
KRISTEN MARIE MCMILLAN																			
157239	07/01/2013	TR131986	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
AMANDA LYNN DORSEY																			
157240	07/01/2013	TW110462	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
EFFIE MARIE FASKE																			
157241	07/01/2013	TR123453	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73.00	0.00	\$73.00
ANGEL MARIO VILLALOBOS																			
157242	07/01/2013	TR124378	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CAROLYN BOWSER MASON																			
157243	07/01/2013	LW130162	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	150.00	65.00	\$220.00
ROBERT DERECK PRICE																			
157244	07/01/2013	TR131625	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	95.10	\$105.00
ALEJANDRO CASTELLANOS-SOLORIO																			
157245	07/01/2013	TR131753	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
ROBERT GORDON MARTIN																			
157246	07/01/2013	TR131984	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
GARY FRANKLIN JOHNSON																			
157247	07/01/2013	TR131759	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
SONJE BERNTSEN JOHNSON																			
157248	07/01/2013	TR131666	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
RYAN CHRISTIAN THOMPSON																			
157249	07/01/2013	NT130206	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	75.00	\$100.00
STEPHEN CHRISTOPHER MERZ																			
157250	07/01/2013	TW130279	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	25.00	\$60.00
ADRIENNE LUSTER RIAS																			
157251	07/01/2013	TR113871	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	473.00	75.00	\$548.00
ANDREA C. BOSTIC																			
157252	07/02/2013	LW130164	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	65.00	\$269.00
RODNEY RODRIGUEZ BARCELO																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157253	07/02/2013	NT010016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.25	85.00	\$457.25
VALENTIN CANALES																			
157254	07/02/2013	NT020254	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	90.00	\$607.00
VALENTIN CANALES																			
157255	07/02/2013	LW130165	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	65.00	\$170.00
RODNEY RODRIGUEZ BARCELO																			
157256	07/02/2013	NT120218	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	125.00	\$625.00
HERNAN ABEL MARTINEZ																			
157257	07/02/2013	NT130143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	125.00	\$625.00
HERNAN ABEL MARTINEZ																			
157258	07/01/2013	TR113871	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(473.00)	(75.00)	(\$548.00)
ANDREA C. BOSTIC																			
157259	07/01/2013	TR113871	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	473.00	75.00	\$548.00
ANDREA C. BOSTIC																			
157260	07/02/2013	TR123773	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
OMAR A ACOSTA																			
157261	07/02/2013	NT120356	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
KIMBERLY MOORE																			
157262	07/02/2013	TR121837	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
RIZWAN N IMAM																			
157263	07/02/2013	JV120128	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
JOSHUA EUGENE BRIGGS																			
157264	07/02/2013	JV120129	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
KEVIN ALLEN BRIGGS																			
157265	07/02/2013	TR131622	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	255.10	\$415.00
NADIR ALI KHAN																			
157266	07/02/2013	TR131977	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	95.00	\$135.00
NATHANIEL JAMES PRESLEY																			
157267	07/02/2013	TW130034	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	245.60	\$495.60
MICHAEL THOMAS RASH																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157268	07/02/2013	TR131509	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	95.10	\$104.10
BRITTNEY TAYLOR WIGFIELD																			
157269	07/02/2013	TR131511	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	65.00	\$71.00
BRITTNEY TAYLOR WIGFIELD																			
157270	07/02/2013	TR120459	0.00	27.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.38	\$50.00
PETE ANTHONY ARMENDAREZ																			
157271	07/02/2013	TR122163	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
STEPHANIE LEEANN SALDANA																			
157272	07/02/2013	TR120724	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
DOMINIQUE JACOBY KING																			
157273	07/02/2013	TR123282	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
MELISSA ANN VOTRUBA																			
157274	07/02/2013	TR131944	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RACHEL MICHELLE TOAVS																			
157275	07/02/2013	TR131291	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
BETH LOUISE PEREZ																			
157276	07/02/2013	TR131978	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
KATHERINE ELIZABETH MCVAY																			
157277	07/02/2013	TR131643	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
MATTHEW HOLOTIK TRICE																			
157278	07/02/2013	TR131937	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
ADAN ESPINOSA																			
157279	07/02/2013	TR131300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.90	0.00	\$152.90
JULIE LYNNEA REYNOLDS																			
157280	07/05/2013	TR132003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	65.10	\$115.00
ERNESTO AGUILAR																			
157281	07/05/2013	TR131993	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
ROLI PERSINGER SANDERA																			
157282	07/05/2013	LW130172	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	65.00	\$174.00
ANTONIO SANPEDRO FRANCISCO																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157283	07/05/2013	TR131980	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
AMBERLEA LYNNE WARREN																			
157284	07/05/2013	TR132004	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	95.10	\$155.00
ERNESTO AGUILAR																			
157285	07/05/2013	TR131112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
VICTORIA ROSS CASTILLO																			
157286	07/05/2013	TW130334	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
TIMOTHY CHRISTIAN MEADOWS																			
157287	07/05/2013	PW130039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	425.00	75.00	90.00	\$595.00
JACINTO RAMIREZ																			
157288	07/05/2013	PW130038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	425.00	75.00	90.00	\$595.00
JACINTO RAMIREZ																			
157289	07/05/2013	TR131763	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
CHRISTI HALL LANE																			
157290	07/05/2013	TR131893	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
KELLY LYNNE LEBOEUF																			
157291	07/05/2013	TR131728	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	95.10	\$104.10
SAMANTHA M ORTEGA																			
157292	07/05/2013	TR131810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	65.00	\$71.00
TRAVIS DALE SESSUMS																			
157293	07/05/2013	TW130490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
JOSHUA MICHAEL PADILLA																			
157294	07/05/2013	TR131965	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	40.00	65.00	\$110.00
JUAN ELIGIO GARZA																			
157295	07/05/2013	TR110938	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.00	0.00	\$249.00
FRANCISCO JOSE MORONES																			
157296	07/05/2013	NT130094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	\$300.00
JODI ANN DETUNCQ																			
157297	07/05/2013	TR131574	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170.00	0.00	\$170.00
MONICA DELGADO																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157298	07/05/2013	TW110894	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141.40	100.60	\$242.00
ERICA MATYSIAK																			
157299	07/05/2013	NT120133	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
RAYLEEN LOMELI																			
157300	07/05/2013	TR114075	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	0.00	\$45.00
MARGARITO ESPARZA RAMIREZ																			
157301	07/05/2013	TW110113	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
MELISSA ANN KINGERY																			
157302	07/05/2013	LW130173	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	65.00	\$269.00
MOISES MORENO																			
157303	07/05/2013	TR074124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
KENNETH NUNEZ																			
157304	07/05/2013	TR123919	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
LONNIE WAYNE ANDERSON																			
157305	07/05/2013	NT120241	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	\$24.00
STEVEN FRANKLIN SHARPE																			
157306	07/05/2013	NT120241	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
STEVEN FRANKLIN SHARPE																			
157307	07/05/2013	TR130965	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	\$151.90
BILLIE WAYNETTE HAYES																			
157308	07/05/2013	LW130175	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	65.00	\$270.00
WILLIAM JAMES AULT																			
157309	07/05/2013	LW130177	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	65.00	\$270.00
HUGO PADRON PEREZ																			
157310	07/05/2013	LW130196	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	65.00	\$270.00
FERNANDO BUSTILLOS CRUZ																			
157311	07/05/2013	LW130195	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	95.00	\$195.00
FERNANDO BUSTILLOS CRUZ																			
157312	07/05/2013	LW130194	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	95.00	\$195.00
FERNANDO BUSTILLOS CRUZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157313	07/05/2013	TR131744	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	100.10	\$300.00
RANIER B ROSALES																			
157314	07/05/2013	LW130184	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	300.00	65.00	\$370.00
RAYMOND GLEN KLUCK																			
157315	07/05/2013	TR130341	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
TIFFANY NENAIDA SALINAS																			
157316	07/05/2013	LW130190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	198.00	65.00	\$268.00
OSCAR CONDE HINOJOSA																			
157317	07/05/2013	NT130131	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
JANELLE GONZALES																			
157318	07/05/2013	TW130378	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.20	100.60	\$174.80
JOHN KEITH THOMPSON																			
157319	07/05/2013	TW130001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	51.00	\$100.00
ASHLEY LADORIAN BELL																			
157320	07/05/2013	TR131522	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	26.90	120.10	\$155.00
CESAR MOSES RUIZ																			
157321	07/05/2013	TR131783	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
BRANDON LEE PERKINS																			
157322	07/05/2013	TR131905	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	115.00	\$116.00
DARIUS KAINE JOHNSEN																			
157323	07/05/2013	LW130191	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	95.10	\$603.00
OSCAR CONDE HINOJOSA																			
157324	07/05/2013	LW130185	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	65.00	\$269.00
RIGOBERTO RAMON VALDES AVILA																			
157325	07/05/2013	TR131764	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
ISRAEL EDWARD YANEZ																			
157326	07/05/2013	TR122605	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.00	115.00	\$171.00
TAMARA CELESTE TUCKER																			
157327	07/05/2013	TR131992	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
ANA LISA SIFUENTES																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157328	07/05/2013	TR131797	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
KAYLEIGH NICOLE ATEs																			
157329	07/05/2013	TR132002	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
ERIC NATHANIEL HUTSON																			
157330	07/05/2013	LW130178	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	65.00	\$270.00
DAVID LEE JONES																			
157331	07/05/2013	TR132001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	30.00	65.00	\$100.00
ERIC NATHANIEL HUTSON																			
157332	07/05/2013	TR131778	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
JEFFREY LEE MARTIN																			
157333	07/05/2013	NT130069	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
BENNIE SANCHEZ																			
157334	07/05/2013	TR131989	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	105.10	\$165.00
DONALD WAYNE VIGGIANO																			
157335	07/05/2013	TR124156	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
DONNE DAVID FOSTER																			
157336	07/08/2013	TR131791	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
WILLIAM EDWARD EWING																			
157337	07/08/2013	TR131770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	65.00	\$105.00
BENJAMIN MICHAEL DELAGARZA																			
157338	07/08/2013	TR131951	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	50.00	95.00	\$153.00
JORGE L CASTILLO-DELGADO																			
157339	07/08/2013	TR131216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93.90	25.00	\$118.90
LAURA E RODRIGUEZ TORRES																			
157340	07/08/2013	TR131950	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	96.90	95.10	\$200.00
JORGE L CASTILLO-DELGADO																			
157341	07/08/2013	NT130195	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
DIANA GONZALEZ-LOPEZ																			
157342	07/08/2013	TR131999	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	95.10	\$180.00
ALLISON MICHELLE MAXEY LOZANO																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157343	07/08/2013	TR131367	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
NATALIA CARRIZALES																			
157344	07/08/2013	TR122589	0.00	75.90	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.00	145.00	\$328.90
KAYCEE L YOUNG																			
157345	07/08/2013	TR131090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	70.00	\$76.00
JACQUELINE H GREEN																			
157346	07/08/2013	TR131604	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	115.00	\$615.00
JOSE ELIAS ARROYO																			
157347	07/08/2013	TR131668	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	95.00	\$135.00
MORIA SHANNON CLAKLEY																			
157348	07/08/2013	NT120314	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	\$40.00
MINA MENYON BRYANT																			
157349	07/08/2013	TR131757	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
RIKELMY DANLY FUENTES																			
157350	07/08/2013	TR130804	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	115.00	\$615.00
ERIC RENE ALANIZ																			
157351	07/08/2013	TW130083	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
LORNE SCOTT GOODMAN																			
157352	07/08/2013	TR131985	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
TONY DALE MORGAN																			
157353	07/08/2013	TR131625	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
ALEJANDRO CASTELLANOS-SOLORIO																			
157354	07/08/2013	TR123895	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
GLEN RAY MASON																			
157355	07/08/2013	TR131694	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.00	0.00	\$249.00
MARGIE ANN GONZALEZ																			
157356	07/08/2013	TW130399	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
JOHNNY HARRELL																			
157357	07/08/2013	TR131085	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.90	0.00	\$87.90
JOSE ALBERTO CASTRO																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157358	07/08/2013	TR131085	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	\$0.10
JOSE ALBERTO CASTRO																			
157359	07/08/2013	TR132023	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	95.10	\$155.00
SALVADOR ORDONEZ AGUILAR																			
157360	07/08/2013	NT130200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	115.00	\$315.00
TYLER SALESI																			
157361	07/08/2013	NT130074	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	70.00	\$570.00
TYLER SALESI																			
157362	07/08/2013	TR130941	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62.00	25.00	\$87.00
ALAN TROY MASON																			
157363	07/08/2013	LW130041	0.00	118.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	89.60	\$209.50
JAMES RODNEY HAWKINS																			
157364	07/08/2013	TR130895	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	\$51.90
WILLIAM MARCUS BUNTON																			
157365	07/08/2013	TR131998	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	95.10	\$180.00
ALLEN MICHAEL PREUSSE																			
157366	07/08/2013	TR124348	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	\$90.00
ALMA IRIS SORTO GARCIA																			
157367	07/08/2013	TR131436	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.10	\$52.00
VIRGINIA GALE KERLEY																			
157368	07/08/2013	TR132032	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DANIEL AVILA																			
157369	07/08/2013	TW130225	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	70.00	\$71.00
ANTHONY JERROD MARTIN																			
157370	07/08/2013	TW130226	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
ANTHONY JERROD MARTIN																			
157371	07/08/2013	TR131782	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
ASHLIE NICOLE ECKHARDT																			
157372	07/08/2013	TR131859	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	25.00	95.00	\$128.00
BARRETT WAYNE DALLMEYER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157373	07/08/2013	TW130433	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
KENNETH ANDRE KINDRED																			
157374	07/08/2013	TR131852	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	195.90	95.10	\$299.00
KAREN COBURN HAISLER																			
157375	07/08/2013	TW130432	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
KENNETH ANDRE KINDRED																			
157376	07/08/2013	TR131988	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	95.10	\$255.00
CRECENCIO VASQUEZ																			
157377	07/08/2013	TR131818	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
SHANNON BRYAN KELLEY																			
157378	07/08/2013	TR131997	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
MADISON KATE TAGGART																			
157379	07/08/2013	TR132050	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
GUS CHRISTY																			
157380	07/08/2013	TR132000	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	95.10	\$180.00
PEDRO JR MUNOZ																			
157381	07/08/2013	TR131688	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
HILARIA YSABEL MEDINA																			
157382	07/08/2013	TR123410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
MAXIMILIAN LEYENDECKER																			
157383	07/08/2013	TR113165	0.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	110.10	\$403.00
RUBEN DARIE CADER																			
157384	07/08/2013	TR120604	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
RUBEN DARIE CADER																			
157385	07/08/2013	NT130013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	\$40.00
GRISELDA SALAZAR ESCALANTE																			
157386	07/08/2013	NT130013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	\$10.00
GRISELDA SALAZAR ESCALANTE																			
157387	07/08/2013	NT130201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	115.00	\$116.00
LINDA SOSA																			

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157388	07/09/2013	LW130174	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	65.00	\$1,070.00
JOSEPH M STACHOWSKI																			
157389	07/09/2013	TR131801	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	65.00	\$268.00
ROSA MARIA CARLOS DE GALICIA																			
157390	07/09/2013	TR131802	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	7.00	65.00	\$77.00
ROSA MARIA CARLOS DE GALICIA																			
157391	07/09/2013	TR131681	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	100.10	\$303.10
KEVIN RAY HORTON																			
157392	07/09/2013	NT130223	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	65.00	\$70.00
BRIANNA MARIE ORTIZ																			
157393	07/09/2013	TR120123	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	165.10	\$370.00
DEISI ISELA ARCE																			
157394	07/09/2013	TR120124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	135.00	\$490.00
DEISI ISELA ARCE																			
157395	07/09/2013	TR124298	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101.00	140.00	\$241.00
BRYCE ALLEN KLINGELE																			
157396	07/09/2013	NT120166	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
JAMES CODY WILLIAMS																			
157397	07/09/2013	TR131372	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	37.00	95.10	\$140.10
BETH LUANN NOAL																			
157398	07/09/2013	NT130001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	\$450.00
DAVID JOHN YOUNG																			
157399	07/09/2013	NT130001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
DAVID JOHN YOUNG																			
157400	07/09/2013	TR131652	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	399.90	95.10	\$503.00
STEPHEN RICHARD DEMORY																			
157401	07/09/2013	NT130215	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	65.00	\$70.00
STACEY LEE DAVID																			
157402	07/09/2013	TR131733	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
CARLOS GARCIA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157403	07/09/2013	NT130186		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
BRENDA PALACIOS																			
157404	07/09/2013	TR131739		0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	95.10	\$255.00
INES MORENO ARROYO																			
157405	07/09/2013	TR131291		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
BETH LOUISE PEREZ																			
157406	07/09/2013	JV120110		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.00	0.00	\$99.00
TYLER R KING																			
157407	07/09/2013	TR122735		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
DEBORA BRYANT ALLEN																			
157408	07/09/2013	TR131754		0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
CHRISTOPHER WAYNE KELM																			
157409	07/09/2013	NT120031		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
BEN MICHAEL MIZE																			
157410	07/09/2013	TR131928		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LARRY WAYNE KOTRLA																			
157411	07/09/2013	TR131800		0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
JUSTIN GUY HENNE																			
157412	07/09/2013	TR131781		0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
LISA LYNN COOPER																			
157413	07/09/2013	TR131932		0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
BLAKE MATTHEW NAIVAR																			
157414	07/09/2013	TW110770		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.60	0.00	\$30.60
NICOLE SHARLINDA TRAPHAN																			
157415	07/09/2013	TW110770		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.40	100.60	\$150.00
NICOLE SHARLINDA TRAPHAN																			
157416	07/09/2013	TW120567		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.40	\$18.40
NICOLE SHARLINDA TRAPHAN																			
157417	07/09/2013	TR132007		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
HANNAH ELIZABETH SMITH																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157418	07/09/2013	JV120121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	\$150.00
ANYA TERRY																			
157419	07/09/2013	TR120134	0.00	194.40	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	297.50	140.10	\$640.00
MARCOS ALANIZ																			
157420	07/09/2013	TR120134	0.00	(194.40)	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	0.00	0.00	(5.00)	0.00	(297.50)	(140.10)	(\$640.00)
MARCOS ALANIZ																			
157421	07/09/2013	TR120134	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	491.90	140.10	\$640.00
MARCOS ALANIZ																			
157422	07/09/2013	TR120134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	\$8.00
MARCOS ALANIZ																			
157423	07/11/2013	TR131862	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
JENNIFER STIEWERT BRAY																			
157424	07/11/2013	TR131815	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	95.10	\$255.00
EMILY MARGARETTA GALLIA																			
157425	07/11/2013	TR131131	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63.00	25.00	\$88.00
JEREMY RICHARD FAVER																			
157426	07/11/2013	TR064274	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	191.00	\$541.00
OSCAR REYNA																			
157427	07/11/2013	TR064274	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
OSCAR REYNA																			
157428	07/11/2013	TR110841	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	235.00	\$293.00
KIMBERLY DENISE ORTIZ																			
157429	07/11/2013	TR121979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	210.00	\$710.00
KIMBERLY DENISE ORTIZ																			
157430	07/11/2013	TR113644	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	145.10	\$345.00
JAMES LARENCE HILL																			
157431	07/11/2013	TR131812	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	95.10	\$300.00
JESUS RUEDA																			
157432	07/11/2013	JV120134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	\$150.00
BLAKE AARON BILBREY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157433	07/11/2013	TR130889	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CHARLES FULTON CLIFTON																			
157434	07/11/2013	TW130237	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
TOMASA REYNA FARMER																			
157435	07/11/2013	TR131714	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
MELANIE ANN KLOTZ																			
157436	07/11/2013	TW130186	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
ROBERT JOSEPH REYNA																			
157437	07/11/2013	TR123578	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	145.10	\$305.00
REBECCA RODRIGUEZ BELL																			
157438	07/11/2013	TR131904	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	115.00	\$615.00
REBECCA RODRIGUEZ BELL																			
157439	07/11/2013	TR123399	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
SUSIE GOMEZ ANDRADE																			
157440	07/11/2013	TR131724	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
PAMELA JANE SPENCER																			
157441	07/11/2013	NT130188	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	\$50.00
DESIRAE ELANE MUNGUIA																			
157442	07/11/2013	TR131751	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	80.00	65.00	\$150.00
JERRY DON WALLACE																			
157443	07/11/2013	TR130463	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
LUIS VASQUEZ ARROYO																			
157444	07/11/2013	TR131816	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
CRYSTAL MARIE BRIDGEFARMER																			
157445	07/11/2013	TR131990	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
PENNY CHRISTINE CLIFFORD																			
157446	07/11/2013	TW130321	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	100.90	\$350.90
COY LEE FOUST																			
157447	07/11/2013	TR131798	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
PHILIP L YODER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157448	07/11/2013	TR131972	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
KERI LEANNE TUBB																			
157449	07/11/2013	TR131627	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
JIMMIE RAY DENTLER																			
157450	07/11/2013	TR131626	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	65.00	\$105.00
JIMMIE RAY DENTLER																			
157451	07/11/2013	TR131974	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
JENNIFER SUE HOWARD																			
157452	07/11/2013	TW130297	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
BEVERLY RENEE ALLEN																			
157453	07/11/2013	TR072602	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	346.00	\$354.00
PAMELA LYNN JOHNSON																			
157454	07/11/2013	TR072603	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	34.00	116.00	\$155.00
PAMELA LYNN JOHNSON																			
157455	07/11/2013	TR073765	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	116.00	\$616.00
PAMELA LYNN JOHNSON																			
157456	07/11/2013	TR113314	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.90	200.10	\$395.00
JESSIE JOEL HERNANDEZ																			
157457	07/11/2013	TR113315	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	200.00	\$235.00
JESSIE JOEL HERNANDEZ																			
157458	07/11/2013	TR113316	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	230.00	\$265.00
JESSIE JOEL HERNANDEZ																			
157459	07/11/2013	TR113317	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	200.00	\$550.00
JESSIE JOEL HERNANDEZ																			
157460	07/12/2013	TR131910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	115.00	\$615.00
SAMANTHA NICOLE LUNA																			
157461	07/12/2013	TR123733	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	145.10	\$350.00
SAMANTHA NICOLE LUNA																			
157462	07/12/2013	TR132066	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
JENNIFER JILL MITCHELL																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157463	07/12/2013	TR131976	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
SHANE MICHAEL PLACE																			
157464	07/12/2013	TR131807	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	95.10	\$255.00
LUIS ALBERTO SANCHEZ																			
157465	07/12/2013	TR091304	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
JAMES ALLEN ALEXANDER																			
157466	07/12/2013	TR131808	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	15.00	65.00	\$85.00
LUIS ALBERTO SANCHEZ																			
157467	07/12/2013	TR132097	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
JOSE LUIS SOTO																			
157468	07/12/2013	TR132098	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	25.00	95.00	\$128.00
JOSE LUIS SOTO																			
157469	07/12/2013	TR132099	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
JOSE LUIS SOTO																			
157470	07/12/2013	TR085683	0.00	54.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	\$234.00
JAMES ALLEN ALEXANDER																			
157471	07/12/2013	JV120135	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	\$150.00
JORDAN DICKERSON																			
157472	07/12/2013	TR131374	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
AMANDA CRYSTAL LOPEZ																			
157473	07/12/2013	TR131603	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	115.00	\$116.00
SCOTT MICHAEL HALL																			
157474	07/12/2013	TR123631	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	99.90	145.10	\$253.00
JERRED AUSTIN NANNEY																			
157475	07/12/2013	TR131576	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	260.00	25.00	\$285.00
THELMA GARZA																			
157476	07/12/2013	TR131576	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.00	0.00	\$89.00
THELMA GARZA																			
157477	07/12/2013	TR131906	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	115.00	\$116.00
JERRED AUSTIN NANNEY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157478	07/12/2013	NT130027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124.00	0.00	\$124.00
WILEY DOUGLAS MITCHELL																			
157479	07/12/2013	TW130504	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	\$40.00
RACHEL D ESCOBEDO																			
157480	07/12/2013	TR120724	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
DOMINIQUE JACOBY KING																			
157481	07/12/2013	NT130231	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
ROBERT JOSEPH CAITLIN																			
157482	07/12/2013	TR131254	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.90	25.00	\$100.90
JORGE GAYOSSO OLIVARES																			
157483	07/12/2013	TR132063	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	195.00	65.00	\$265.00
LETICIA JURADO-NUNEZ																			
157484	07/12/2013	TR131545	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	25.00	\$65.00
JAMES CURTIS REDIC																			
157485	07/12/2013	TW130483	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
CHRISTINA LYNN SHEFF																			
157486	07/12/2013	TW120405	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	241.80	\$491.80
JAMES RYAN PARNELL																			
157487	07/12/2013	TR123463	0.00	0.00	0.00	0.00	0.00	0.00	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.90	3.04	\$154.00
BRANDON TANNER WALTON																			
157488	07/12/2013	TR123463	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	\$6.00
BRANDON TANNER WALTON																			
157489	07/12/2013	TR121218	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
LAURIE ANN ROBLES																			
157490	07/12/2013	TR132088	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
PEDRO SOLORIO FLORES																			
157491	07/12/2013	TR131806	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ANDREW JOSEPH URSO																			
157492	07/12/2013	TR131631	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
MARK ANTHONY GARCIA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157493	07/12/2013	TR130958	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	120.00	\$160.00
BRADLEY NEAL TERWILLIGER																			
157494	07/12/2013	TR130981	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
BRYAN CHARLES SCANLON																			
157495	07/12/2013	TR131217	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
LAURA E RODRIGUEZ TORRES																			
157496	07/12/2013	TR121216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	544.00	0.00	\$544.00
AUGUSTINE VELA																			
157497	07/12/2013	TR121216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(544.00)	0.00	(\$544.00)
AUGUSTINE VELA																			
157498	07/12/2013	TR121216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.00	0.00	\$64.00
AUGUSTINE VELA																			
157499	07/12/2013	JV130069	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
BRANDON ELOY SANCHEZ																			
157500	07/12/2013	NT130069	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
BENNIE SANCHEZ																			
157501	07/12/2013	TR131855	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	95.10	\$104.10
BRYAN BERT ROSS																			
157502	07/12/2013	NT110411	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.00	0.00	\$130.00
KIMBERLY ANN HAWKINS																			
157503	07/12/2013	TR132009	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	95.10	\$104.10
HANNAH ELIZABETH SMITH																			
157504	07/12/2013	TW130174	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
LAUREN ELIZABETH BROWN																			
157505	07/12/2013	TR121204	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	150.00	\$185.00
KATHRYN LENNETTE DUFRESNE																			
157506	07/15/2013	TW130150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	125.90	\$174.90
COURTNEY MARSHY WATTS																			
157507	07/15/2013	TW130489	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
JOSHUA MICHAEL PADILLA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157508	07/15/2013	TR131921	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
JOSE A MELENDEZ																			
157509	07/15/2013	TR131079	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	115.00	\$141.00
DANIEL III PERRY																			
157510	07/15/2013	NT130227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	450.00	75.00	\$530.00
WESLEY ALLEN OBRIEN																			
157511	07/15/2013	NT130227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
WESLEY ALLEN OBRIEN																			
157512	07/15/2013	TR132027	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
TERRI LYNNE EDDINS																			
157513	07/15/2013	TW130364	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
NORMAN LEE PEREZ																			
157514	07/15/2013	TW130367	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
TOBY PHILIPS																			
157515	07/15/2013	LW130176	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	65.00	\$105.00
GUADALUPE CHAVEZ																			
157516	07/15/2013	TW130246	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	70.00	\$71.00
LYDIA VALLEJO AJA																			
157517	07/15/2013	TW130247	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
LYDIA VALLEJO AJA																			
157518	07/15/2013	TW130394	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
GAIL WOODS																			
157519	07/15/2013	TW130337	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
THANIA OCHOA																			
157520	07/15/2013	TW130336	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	165.60	\$415.60
THANIA OCHOA																			
157521	07/15/2013	TW130301	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
ROBERTO JAVIER BERNI																			
157522	07/15/2013	TW130300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	170.90	\$420.90
ROBERTO JAVIER BERNI																			

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157523	07/15/2013	TW130405	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	165.60	\$415.60
DEBORAH FUNKING HOOKS																			
157524	07/15/2013	TW130315	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	70.00	\$71.00
ANTHONY WAYNE DEARY																			
157525	07/15/2013	TW130316	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
ANTHONY WAYNE DEARY																			
157526	07/15/2013	TW130406	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	315.00	\$315.00
DEBORAH FUNKING HOOKS																			
157527	07/15/2013	JV120139	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	\$150.00
ANDRE K BROOKS																			
157528	07/15/2013	TR122906	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	150.10	\$358.10
LANITA LORRAINE YARBROUGH																			
157529	07/15/2013	TW130111	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	170.90	\$420.90
MANUELA HERNANDEZ																			
157530	07/15/2013	TW130112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
MANUELA HERNANDEZ																			
157531	07/15/2013	TR132025	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
CAROL ANN VAIN																			
157532	07/15/2013	TR131887	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
CHRISTOPHER ROBERT HASS																			
157533	07/15/2013	TR130889	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	\$24.00
CHARLES FULTON CLIFTON																			
157534	07/15/2013	TR121684	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
LEAH ROCHELLE CALDWELL																			
157535	07/15/2013	TW130527	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	166.80	\$416.80
ELLA LOUISE ADAMS																			
157536	07/15/2013	TW130528	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
ELLA LOUISE ADAMS																			
157537	07/15/2013	TR130296	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	120.10	\$130.00
CYNTHIA CACHERINE BRIONES																			

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157538	07/15/2013	TW130557	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	165.60	\$415.60
DOYLE MCGARY																			
157539	07/15/2013	TW130558	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
DOYLE MCGARY																			
157540	07/15/2013	TW130558	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
DOYLE MCGARY																			
157541	07/15/2013	TW130581	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
GEORGE MARSHALL STIGLER																			
157542	07/15/2013	TW130582	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
GEORGE MARSHALL STIGLER																			
157543	07/15/2013	TW130019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	75.00	\$76.00
TREVER DALE KING																			
157544	07/15/2013	TW130020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
TREVER DALE KING																			
157545	07/15/2013	TR131723	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	\$80.00
RASHONDA RESHAY SCOTT																			
157546	07/15/2013	TW130548	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	165.90	\$415.90
ROBERT GENE ISAACSON																			
157547	07/15/2013	TW130549	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
ROBERT GENE ISAACSON																			
157548	07/15/2013	TW130575	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	165.60	\$415.60
RAFAEL HUMBERTO PONCE																			
157549	07/15/2013	TR123953	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
JESSE ANTHONY GOMEZ																			
157550	07/15/2013	TR114094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$10.00
RACHEL SUZANNE CASTILLO																			
157551	07/15/2013	TR123749	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
JUSTIN DOUGLAS HENDERSON																			
157552	07/15/2013	TR131688	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	\$120.00
HILARIA YSABEL MEDINA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157553	07/15/2013	TR131870	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
TRAVIS MITCHELL PARO																			
157554	07/15/2013	TW130569	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
ROBERT SHANE PETTY																			
157555	07/15/2013	TW130570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
ROBERT SHANE PETTY																			
157556	07/15/2013	TW130495	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
SAMUEL MATTHEW BERGARA																			
157557	07/15/2013	TR131861	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.90	95.10	\$303.00
CAMILA ORTUNO-ALVAREZ																			
157558	07/15/2013	TR131860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	65.10	\$265.00
CAMILA ORTUNO-ALVAREZ																			
157559	07/15/2013	TR130267	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
STEPHANIE LYNN HERNANDEZ																			
157560	07/15/2013	TR131938	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
ELIZABETH WHITEMAN ADAMS																			
157561	07/15/2013	TW130103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
JOSHUA CAMPBELL LEMKE																			
157562	07/15/2013	TR131772	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	95.10	\$104.10
ANTHONY PAUL CAMACHO																			
157563	07/15/2013	TR131771	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ANTHONY PAUL CAMACHO																			
157564	07/15/2013	JV120081	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	272.00	0.00	\$272.00
JUAN REYES																			
157565	07/15/2013	TW130447	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
KOREY WHITMAN MANUEL																			
157566	07/15/2013	TR123917	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	95.00	\$104.00
BRYCE ALLEN KLINGELE																			
157567	07/15/2013	TR131926	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
BRYCE ALLEN KLINGELE																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157568	07/15/2013	TW130578	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
JIMMY FLORES SALAS																			
157569	07/15/2013	TW130579	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
JIMMY FLORES SALAS																			
157570	07/16/2013	TR130439	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	\$60.00
MANUEL LOPEZ-MARQUEZ																			
157571	07/16/2013	TR131996	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
ERIC RODRIGUEZ																			
157572	07/16/2013	TR121827	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128.00	0.00	\$128.00
NICHOLE JEAN HUSO																			
157573	07/16/2013	NT130206	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
STEPHEN CHRISTOPHER MERZ																			
157574	07/16/2013	TR123399	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
SUSIE GOMEZ ANDRADE																			
157575	07/16/2013	TW120387	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	100.60	\$124.60
JOSE LAGUNA VELEZ																			
157576	07/16/2013	TR131409	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	65.00	\$71.00
AMY DENISE SHAMARD																			
157577	07/16/2013	TR131660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
STEPHANIE ELISE STRUSS-HASCALL																			
157578	07/16/2013	NT130124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	\$50.00
YVONNE TOLEDO																			
157579	07/16/2013	NT130124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
YVONNE TOLEDO																			
157580	07/16/2013	TR131831	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LELAND SCOTT BECKWITH																			
157581	07/16/2013	TR131291	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
BETH LOUISE PEREZ																			
157582	07/16/2013	TR123655	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CAMESHIA JEWELL MASON																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157583	07/16/2013	NT130126	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	\$70.00
GUADALUPE MEZA																			
157584	07/16/2013	LW130181	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	65.00	\$170.00
MICHAEL J BURLESON																			
157585	07/16/2013	LW130182	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	95.00	\$195.00
MICHAEL J BURLESON																			
157586	07/16/2013	TR130694	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.00	0.00	\$130.00
PAMELA RIVERA																			
157587	07/16/2013	TR131028	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	\$120.00
LOUIE MARCELLIOUS DRIVER																			
157588	07/16/2013	JV120133	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	\$120.00
MICHAEL G STELL																			
157589	07/16/2013	TR132127	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
TALMAGE EUGENE NEW																			
157590	07/16/2013	TR132128	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	95.10	\$255.00
BRENDA DALE SCHROEDER																			
157591	07/16/2013	TR132089	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
JUAN LUIS DELREAL																			
157592	07/18/2013	TR124301	0.00	184.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	115.00	\$799.50
NICOLE STEPHANIE JORDAN-BARRIENTOS																			
157593	07/18/2013	TR132093	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	95.10	\$180.00
LYNNE CAROL RUSSELL																			
157594	07/18/2013	NT130165	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	25.00	\$524.00
STEVEN MICHAEL MROZ																			
157595	07/18/2013	NT130195	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195.00	0.00	\$195.00
DIANA GONZALEZ-LOPEZ																			
157596	07/18/2013	TR131814	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
BRITTANY DEANNE LIGON																			
157597	07/18/2013	TR131131	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.90	0.00	\$87.90
JEREMY RICHARD FAVER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157598	07/18/2013	TR131884	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
CECILIA ISARRARAZ SHAW																			
157599	07/18/2013	TR122157	0.00	80.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.20	\$141.00
WILLIAM MITCHELL ROSS																			
157600	07/18/2013	TW130477	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	0.00	\$175.00
JASON LEE KLOTZ																			
157601	07/18/2013	TR132092	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	95.10	\$255.00
KRYSTAL STAR EVANS																			
157602	07/18/2013	TW120608	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	25.00	\$60.00
ANGELA CANADY																			
157603	07/18/2013	NT130079	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	0.00	\$131.00
CHRISTOPHER REY GARZA																			
157604	07/18/2013	TR130186	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	498.00	75.00	\$573.00
GARY WAYNE SHELLENBERGER																			
157605	07/18/2013	NT130186	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
BRENDA PALACIOS																			
157606	07/18/2013	TR020454	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
JESSICA NAVEJAR																			
157607	07/18/2013	TR132033	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MARIO COLE																			
157608	07/18/2013	TR131028	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.00	0.00	\$78.00
LOUIE MARCELLIOUS DRIVER																			
157609	07/18/2013	LW130200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	65.00	\$174.00
ADRIAN NEVAREZ-CARRASCO																			
157610	07/18/2013	TW120184	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	\$50.00
BOBBIE HANDSEL HOLCOMB																			
157611	07/18/2013	TR130163	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
SALLY ANNE MCGARY																			
157612	07/18/2013	TR131863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ISAAC LEE CADENA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157613	07/18/2013	NT120230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
WAYNE LYNN IRELAND																			
157614	07/18/2013	TR074124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
KENNETH NUNEZ																			
157615	07/18/2013	TW130244	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
NATASHA BURTON																			
157616	07/18/2013	LW120166	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	120.00	125.00	\$250.00
FRANCISCO J CASTILLO																			
157617	07/18/2013	LW120166	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
FRANCISCO J CASTILLO																			
157618	07/18/2013	LW120165	0.00	0.00	0.00	0.00	0.00	0.00	0.93	0.00	0.00	0.00	0.00	0.00	1.55	0.00	0.00	47.52	\$50.00
FRANCISCO J CASTILLO																			
157619	07/18/2013	NT130207	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.00	0.00	\$96.00
TAYLOR SHEYANNE MAYNARD																			
157620	07/18/2013	TW120354	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.90	\$74.90
SEMEKA LASHEA BURNETT																			
157621	07/18/2013	TR130101	0.00	5.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.50	28.49	\$90.00
MANDEE MICHELE POLANCO																			
157622	07/18/2013	TR131934	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
TAYLOR ALISSA FULLER																			
157623	07/18/2013	TR111955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123.00	0.00	\$123.00
VALERIE MAXINE JOHNSON																			
157624	07/18/2013	TR111955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(123.00)	0.00	(\$123.00)
VALERIE MAXINE JOHNSON																			
157625	07/18/2013	TR111955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00	0.00	\$23.00
VALERIE MAXINE JOHNSON																			
157626	07/18/2013	TR111955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
VALERIE MAXINE JOHNSON																			
157627	07/18/2013	TR121833	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	301.00	150.00	\$451.00
VALERIE MAXINE JOHNSON																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157628	07/18/2013	TW120288	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	100.60	\$124.60
MINDOSA BAKER																			
157629	07/18/2013	TR131935	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
RALPH JAMES GUNTER																			
157630	07/18/2013	TR131956	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	65.10	\$265.00
ADRIAN SANCHEZ-VEGA																			
157631	07/18/2013	TR132060	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	95.10	\$155.00
ANDRES ALVAREZ HERNANDEZ																			
157632	07/19/2013	TR132082	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	95.10	\$300.00
CHAD RASHAD PITTS																			
157633	07/19/2013	TR131933	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
MARY THERESA TOUCHTON																			
157634	07/19/2013	TW130318	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.00	38.30	\$187.30
AARON NAAM DUSATKO																			
157635	07/19/2013	TR122746	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	125.00	\$165.00
RAMON EMILIO GUERRERO																			
157636	07/19/2013	TR122747	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	155.00	\$195.00
RAMON EMILIO GUERRERO																			
157637	07/19/2013	LW130202	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	65.00	\$174.00
RODRIGO NEVAREZ																			
157638	07/19/2013	TR122903	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	125.00	\$1,130.00
RAMON EMILIO GUERRERO																			
157639	07/19/2013	TR131474	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	125.00	\$625.00
RAMON EMILIO GUERRERO																			
157640	07/19/2013	TR130245	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
RUDY ESTRADA LOZANO																			
157641	07/19/2013	TR131973	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	95.10	\$155.00
CRISPIN GONZALEZ																			
157642	07/19/2013	TW130231	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	\$50.00
DETRA DESHONNE HUNTER																			

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157643	07/19/2013	TW130375	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	\$88.00
LEE THAO																			
157644	07/19/2013	TR131941	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	95.10	\$300.00
MARK JOSEPH DALEY																			
157645	07/19/2013	TR131963	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MARK ROBERT SCARBOROUGH																			
157646	07/19/2013	TR120631	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.00	0.00	\$87.00
IRMA ROWLAND JOHNSON																			
157647	07/19/2013	TR130598	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	\$51.90
KENDRA NICOLE KING																			
157648	07/19/2013	TR131090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
JACQUELINE H GREEN																			
157649	07/19/2013	TR131808	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	335.00	0.00	\$335.00
LUIS ALBERTO SANCHEZ																			
157650	07/19/2013	TR123030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	125.00	\$480.00
CHRISTIAN ELIZANDRO VARGAS																			
157651	07/19/2013	TR131929	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	50.90	95.10	\$154.00
TRAVIS DALE SESSUMS																			
157652	07/19/2013	TR131588	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	125.00	\$625.00
CHRISTIAN ELIZANDRO VARGAS																			
157653	07/19/2013	TW130108	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.00	125.90	\$374.90
TODD BERNARD HUNT																			
157654	07/19/2013	TR121154	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
ROSEMARY BESA HERNANDEZ																			
157655	07/19/2013	TR132070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
JOSE JESUS OLMOS																			
157656	07/19/2013	TR123917	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00	0.00	\$110.00
BRYCE ALLEN KLINGELE																			
157657	07/19/2013	TR130664	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	300.00	140.00	\$445.00
LORA IRENE PRIEM																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157658	07/19/2013	TR131447	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.90	25.00	\$100.90
TESSIE M LEYENDECKER																			
157659	07/19/2013	TR130136	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
NORMAN PATRICK FONSECA																			
157660	07/19/2013	TR132085	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
ANDRES ELISEO FLORES																			
157661	07/19/2013	TR123248	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
GERZON D MACEDO-JIMENEZ																			
157662	07/19/2013	TR131822	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
MARLENE B HERNANDEZ																			
157663	07/19/2013	TR073754	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	473.80	0.00	\$473.80
JESSE JAMES SLUDER																			
157664	07/19/2013	NT120133	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
RAYLEEN LOMELI																			
157665	07/19/2013	JV130014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	25.00	\$224.00
JOSEFINA MARTINEZ CHAIRES																			
157666	07/19/2013	LW120209	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	90.00	\$295.00
MELINDA GARCIA CHAVEZ																			
157667	07/19/2013	TR131995	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
BENJAMIN BRYAN BROWNFIELD																			
157668	07/19/2013	TR120302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	145.00	\$151.00
SABRINA ANN PRATHER																			
157669	07/19/2013	TW120454	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
MARIA MAGDALENA SUNIGA																			
157670	07/19/2013	TR132054	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	24.90	95.10	\$128.00
DAVID DOMINGUEZ GONZALES																			
157671	07/19/2013	NT130013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
GRISelda SALAZAR ESCALANTE																			
157672	07/19/2013	TR130530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	0.00	\$131.00
UZIeL VELASQUEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157673	07/19/2013	TR132173	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
JERRY JAMES BARKLEY																			
157674	07/19/2013	TR131631	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
MARK ANTHONY GARCIA																			
157675	07/19/2013	TR130656	0.00	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	0.00	3.80	0.00	0.00	128.92	\$135.00
BETTY JO DAVIS																			
157676	07/19/2013	TW130047	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
MONIQUE A SHOWELS																			
157677	07/19/2013	TR131883	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
ELISA LERMA MARTINEZ																			
157678	07/19/2013	TR131109	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	100.00	\$106.00
DELTA DAWN NEVAREZ																			
157679	07/19/2013	TR131834	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
AMY CATHERINE ATKINS																			
157680	07/19/2013	TR131889	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
ASHLEY KAY COLVIN																			
157681	07/19/2013	TR131868	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	9.90	95.10	\$113.00
ANGELA M RENNA																			
157682	07/19/2013	TR131868	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(9.90)	(95.10)	(\$113.00)
ANGELA M RENNA																			
157683	07/19/2013	TR131868	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
ANGELA M RENNA																			
157684	07/19/2013	TR131180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.70	0.00	0.00	61.30	\$66.00
ANGEL MARIO VILLALOBOS																			
157685	07/19/2013	TR131180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.00	26.00	3.70	\$30.00
ANGEL MARIO VILLALOBOS																			
157686	07/22/2013	TW130432	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
KENNETH ANDRE KINDRED																			
157687	07/22/2013	TR132074	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
CRAIG BOURNE																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157688	07/22/2013	TR131066	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	\$51.90
MICHAEL STEPHEN DEVILLE																			
157689	07/22/2013	TR131832	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
LONDON SETH MILLER																			
157690	07/22/2013	TR121672	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
KRYSTYNE NICOLE BIVENS																			
157691	07/22/2013	TR131968	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
QUENTIN JON IREY																			
157692	07/22/2013	TR132036	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
MOHAMMAD IMRAN KHAN																			
157693	07/22/2013	TR132067	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
LONNIE HOBSON WEAVER																			
157694	07/22/2013	TR131688	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.00	25.00	\$104.00
HILARIA YSABEL MEDINA																			
157695	07/22/2013	TR130653	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	422.00	0.00	\$422.00
ELVIRA HERNANDES-AGUILAR																			
157696	07/22/2013	TR131922	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MICHAEL SHANE BARTLETT																			
157697	07/22/2013	TR131892	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	105.00	65.00	\$175.00
SECUNDINO RODRIGUEZ																			
157698	07/22/2013	TR132048	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	65.00	\$71.00
DANIEL AARON MARTIN																			
157699	07/22/2013	TR132086	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	95.10	\$180.00
JEFFORY SCOTT BROWN																			
157700	07/22/2013	TR124145	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	0.00	\$175.00
CHRISTOPHER DAVID GIBSON																			
157701	07/22/2013	JV120136	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	\$350.00
MIA N STILES																			
157702	07/22/2013	TW130201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	\$50.00
SPARKLE DANDREA DAVIS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157703	07/22/2013	TR131200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
GERALD THOMAS ANDERSON																			
157704	07/22/2013	TR132064	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
KEVIN LLOYD HOWARD																			
157705	07/22/2013	TR131625	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
ALEJANDRO CASTELLANOS-SOLORIO																			
157706	07/22/2013	TR132024	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
MAGGIE VEGA STRAIT																			
157707	07/22/2013	TW110462	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	100.60	\$124.60
EFFIE MARIE FASKE																			
157708	07/22/2013	TR132051	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	65.10	\$71.10
ROLANDO ZAPATA-TORRES																			
157709	07/22/2013	TW130321	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
COY LEE FOUST																			
157710	07/22/2013	TR131961	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MELANIE ANNETT VASQUEZ																			
157711	07/22/2013	TR124145	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(175.00)	0.00	(\$175.00)
CHRISTOPHER DAVID GIBSON																			
157712	07/22/2013	TR124145	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	0.00	\$175.00
CHRISTOPHER DAVID GIBSON																			
157713	07/23/2013	TR131601	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	140.00	\$150.00
HENRRI CAMPOS-HERNANDEZ																			
157714	07/23/2013	TR122749	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	21.90	120.10	\$150.00
ANGELICA MARIA MARTINEZ																			
157715	07/23/2013	TR123655	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00	0.00	\$95.00
CAMESHIA JEWELL MASON																			
157716	07/23/2013	TR131882	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	95.10	\$155.00
YADISNAI BAZAN-FIGUEREDO																			
157717	07/23/2013	TR131087	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	188.00	0.00	\$188.00
OBED VAZQUEZ GOMEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157718	07/23/2013	TR130094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	125.00	\$275.00
JAMES WAYNE REEVES																			
157719	07/23/2013	TR130094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	\$350.00
JAMES WAYNE REEVES																			
157720	07/23/2013	TR112024	0.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	145.00	\$244.00
LEBETH CRISP																			
157721	07/23/2013	TR121963	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
MISAEEL MELO-MARTINEZ																			
157722	07/23/2013	TR113934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00	210.00	\$500.00
DOUGLAS DOMINIC BROWN																			
157723	07/23/2013	TR113934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	\$60.00
DOUGLAS DOMINIC BROWN																			
157724	07/23/2013	JV130085	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$103.10
JEREMY STEVEN KOVAR																			
157725	07/23/2013	TR131804	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	95.10	\$105.00
MARTHA SANJUANITA AMARO																			
157726	07/23/2013	TR130854	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	105.00	90.00	\$200.00
MANUEL LOPEZ-MARQUEZ																			
157727	07/23/2013	NT130069	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
BENNIE SANCHEZ																			
157728	07/23/2013	JV130083	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
RODOLFO LEAVDRO VILLARREAL																			
157729	07/23/2013	TR113934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(290.00)	(210.00)	(\$500.00)
DOUGLAS DOMINIC BROWN																			
157730	07/24/2013	TR113934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00	210.00	\$500.00
DOUGLAS DOMINIC BROWN																			
157731	07/24/2013	TR113934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(290.00)	(210.00)	(\$500.00)
DOUGLAS DOMINIC BROWN																			
157732	07/23/2013	TR113934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00	210.00	\$500.00
DOUGLAS DOMINIC BROWN																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157733	07/25/2013	TR131945	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
ANGELA TRISHONNE CLARK																			
157734	07/25/2013	TW130330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
TYERICA CHANTAY MCGREW																			
157735	07/25/2013	TW130331	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
TYERICA CHANTAY MCGREW																			
157736	07/25/2013	TR130960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	40.00	90.00	\$135.00
BRADLEY NEAL TERWILLIGER																			
157737	07/25/2013	TW120574	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
ALBIAN LEYVA																			
157738	07/25/2013	TR124302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	424.00	0.00	\$424.00
MARION DEWAYNE SOWERS																			
157739	07/25/2013	TR122719	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	234.00	14.00	\$248.00
TIFFANY DRUE GRIGGS																			
157740	07/25/2013	NT130213	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
KACIE CARPENTER																			
157741	07/25/2013	JV130077	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
KEETON CARPENTER																			
157742	07/25/2013	TR131948	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	65.00	\$105.00
SHANNON DALE TUCKER																			
157743	07/25/2013	TR070453	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	106.00	\$1,111.00
MARK ANTHONY LOPEZ																			
157744	07/25/2013	JV120116	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
MAKAYLA B RHEINHOLTZ																			
157745	07/25/2013	TR131930	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
MARY BETH DOBBS																			
157746	07/25/2013	LW130090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	65.00	\$270.00
JASON M MALEK																			
157747	07/25/2013	TR131714	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
MELANIE ANN KLOTZ																			

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157748	07/25/2013	TR131949	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00
SHANNON DALE TUCKER																			
157749	07/25/2013	TR131089	0.00	0.00	0.00	0.00	0.00	0.00	2.43	0.00	0.00	0.00	4.05	0.00	0.00	0.00	0.00	97.62	\$104.10
ESMERALDA G GONZALEZ																			
157750	07/25/2013	NT130211	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
ANTONIETA ARTEAGA																			
157751	07/25/2013	TR131267	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
JOHN ANDREW GILBREATH																			
157752	07/25/2013	TR131059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
LOTOYA MARIE KELLY																			
157753	07/25/2013	TR130546	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
MELVIN DOUGLAS THOMAS																			
157754	07/25/2013	TR120302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	\$200.00
SABRINA ANN PRATHER																			
157755	07/25/2013	TR123399	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
SUSIE GOMEZ ANDRADE																			
157756	07/25/2013	TR131820	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	95.10	\$255.00
PABLO CASTRO-DUARTE																			
157757	07/25/2013	TR131821	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
PABLO CASTRO-DUARTE																			
157758	07/25/2013	TR131255	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.00	0.00	\$55.00
JORGE GAYOSSO OLIVARES																			
157759	07/25/2013	TR131966	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	95.00	\$135.00
ELISEO LARA-CERVANTES																			
157760	07/25/2013	TR131967	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	40.00	65.00	\$110.00
ELISEO LARA-CERVANTES																			
157761	07/25/2013	TW130576	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
RAFAEL HUMBERTO PONCE																			
157762	07/25/2013	TW130315	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	\$200.00
ANTHONY WAYNE DEARY																			

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157763	07/25/2013	TR131766	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	50.00	95.00	\$153.00
JONATHAN MICHAEL RIVERA																			
157764	07/25/2013	TR131731	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	104.90	90.10	\$200.00
FRANCISCA SIFUENTES-SIFUENTES																			
157765	07/25/2013	NT130201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
LINDA SOSA																			
157766	07/25/2013	TR131979	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
CHRISTOPHER WAYNE BIDDY																			
157767	07/25/2013	TR131886	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	30.00	65.00	\$100.00
JENNA MAXINE SCOGGINS																			
157768	07/25/2013	TR131243	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
ASHLIN WAYNE MARTIN																			
157769	07/25/2013	TR132194	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
JOSHUA BLAKE MILBERGER																			
157770	07/26/2013	NT120089	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	155.00	\$675.00
CANDACE ALDERETE																			
157771	07/26/2013	TR122361	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	155.10	\$363.10
KATHERINE ROSE WY SOCKI																			
157772	07/26/2013	TR131278	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	125.00	\$625.00
KATHERINE ROSE WY SOCKI																			
157773	07/26/2013	TR132169	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	95.10	\$113.00
ROGER DAVID HONEA																			
157774	07/26/2013	TR131603	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	25.00	\$125.00
SCOTT MICHAEL HALL																			
157775	07/26/2013	TR132020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
YARELI CASAS-VERAL																			
157776	07/26/2013	TR131631	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123.90	0.00	\$123.90
MARK ANTHONY GARCIA																			
157777	07/26/2013	TW120546	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
JEFFREY MAURICE CRANFORD																			

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157778	07/26/2013	TR132058	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
JORGE MARTINEZ																			
157779	07/26/2013	TR123618	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	150.10	\$230.00
DARIUS KAINE JOHNSEN																			
157780	07/26/2013	TR131864	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	9.90	95.10	\$113.00
WILLIAM DAVID PORTER																			
157781	07/26/2013	TR120724	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
DOMINIQUE JACOBY KING																			
157782	07/26/2013	LW010834	0.46	0.00	3.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.16	0.00	0.00	94.91	\$100.00
ANDREW TOBAR																			
157783	07/26/2013	TW130261	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	90.00	\$116.00
RAQUEL DAHUD																			
157784	07/26/2013	LW130209	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAMES AMOS PIPKINS																			
157785	07/26/2013	TR131545	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	0.00	\$65.00
JAMES CURTIS REDIC																			
157786	07/26/2013	TW130450	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00	90.00	\$141.00
WARREN KEITH PAYNES																			
157787	07/26/2013	TR131929	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146.00	0.00	\$146.00
TRAVIS DALE SESSUMS																			
157788	07/26/2013	TR123917	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.00	0.00	\$89.00
BRYCE ALLEN KLINGELE																			
157789	07/26/2013	TR120404	0.00	194.40	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	140.10	\$842.40
MAX SKYLAR HICKS																			
157790	07/26/2013	TR123169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185.00	0.00	\$185.00
JOHNATHON BENJERMAN HOUSTON																			
157791	07/26/2013	TR132031	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	65.00	\$71.00
ERVIN WAITES BARNETT																			
157792	07/26/2013	TR131694	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.00	0.00	\$249.00
MARGIE ANN GONZALEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157793	07/26/2013	TR131732	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	24.90	95.10	\$128.00
ZANE ADDIS FIELDING																			
157794	07/26/2013	TR131370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
MAGDALENE OCHOA MARTINEZ																			
157795	07/26/2013	TR132229	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	40.00	65.00	\$110.00
JOSE ESPINOZA-ALONSO																			
157796	07/26/2013	TR131850	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	95.10	\$104.10
TRACY BRIAN SOUTHARD																			
157797	07/29/2013	TR131835	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	100.10	\$104.10
MARY THERESE GARCIA																			
157798	07/29/2013	TR130817	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.00	25.00	\$131.00
ELOY MARTINEZ																			
157799	07/29/2013	LW130203	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	65.00	\$470.00
JESUS ALVAREZ MARTINEZ																			
157800	07/29/2013	TR132238	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	95.10	\$155.00
MATTHEW GARRETT MORRIS																			
157801	07/29/2013	TR132221	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
MORGAN GAYNELL HORACEK																			
157802	07/29/2013	TR132192	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	95.10	\$155.00
STEVEN RAY VICKERS																			
157803	07/29/2013	TR131828	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
SCOTT LEE TUCKER																			
157804	07/29/2013	TW130124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
MARIA ELENA MUNOZ																			
157805	07/29/2013	TR122719	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	0.00	\$180.00
TIFFANY DRUE GRIGGS																			
157806	07/29/2013	TR122719	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86.00	0.00	\$86.00
TIFFANY DRUE GRIGGS																			
157807	07/29/2013	TR130832	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	\$151.90
JOSHUA CISNEROS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157808	07/29/2013	TR131829	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	95.10	\$113.00
JAMES RANDAL MILES																			
157809	07/29/2013	TW130483	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	\$60.00
CHRISTINA LYNN SHEFF																			
157810	07/29/2013	TW130495	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
SAMUEL MATTHEW BERGARA																			
157811	07/29/2013	TR121216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
AUGUSTINE VELA																			
157812	07/29/2013	TR131772	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.90	0.00	\$150.90
ANTHONY PAUL CAMACHO																			
157813	07/29/2013	TR123282	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.00	0.00	\$74.00
MELISSA ANN VOTRUBA																			
157814	07/29/2013	TR121155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	\$30.00
DEBORAH REED PAUDA																			
157815	07/29/2013	TR130531	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	340.00	0.00	\$340.00
DENZEL CARLTON BELLINGER																			
157816	07/29/2013	HC100004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	125.00	\$225.00
MICHAEL J MELTON																			
157817	07/29/2013	TR110038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	\$200.00
TRINA CHERRELLE BRYANT																			
157818	07/29/2013	TR130629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.00	0.00	\$74.00
MARY GARRETT MITCHELL																			
157819	07/30/2013	TR123399	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
SUSIE GOMEZ ANDRADE																			
157820	07/30/2013	TW130453	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CARISSA MICHELLE RANEY																			
157821	07/30/2013	NT130065	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	35.00	\$50.00
TRISTON CHAVEZ																			
157822	07/30/2013	NT120360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	\$50.00
TASHI RENEE GARRETT																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157823	07/30/2013	NT130251	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	115.00	\$116.00
NOEL SANCHEZ																			
157824	07/30/2013	TR131412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	65.00	\$120.00
ALEXANDER CARL CANNON																			
157825	07/30/2013	NT130242	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
TRISTON CHAVEZ																			
157826	07/30/2013	NT120376	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	0.00	\$65.00
VICTORIA ASPENLEITER																			
157827	07/30/2013	NT120376	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.00	0.00	\$85.00
VICTORIA ASPENLEITER																			
157828	07/30/2013	NT130038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	\$500.00
JACKIE L BARRERA																			
157829	07/30/2013	TR131579	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.00	25.00	\$122.00
MARIO ALBERTO MOLINA-MENDEZ																			
157830	07/30/2013	NT130239	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	115.00	\$120.00
DALTON TODD BUCHHORN																			
157831	07/30/2013	TR131200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	25.00	\$200.00
GERALD THOMAS ANDERSON																			
157832	07/30/2013	NT120377	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	\$150.00
KYLE CAHILL																			
157833	07/30/2013	TR132165	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
DANIEL ROLANDO LOPEZ-GOVEA																			
157834	07/30/2013	TR132164	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	\$180.00
DANIEL ROLANDO LOPEZ-GOVEA																			
157835	07/30/2013	TR132078	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	95.10	\$300.00
MARIO LEON MCMILLIN																			
157836	07/30/2013	TW130171	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.00	125.90	\$274.90
LATOYA SHONTE CHILDS																			
157837	07/30/2013	NT130186	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
BRENDA PALACIOS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
157838	07/30/2013	TR131282	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
KATIE MICHELLE FAUGHT																			
157839	07/30/2013	LW130199	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	\$153.00
KURT KEVIN KNOX																			
157840	07/30/2013	TR131291	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.00	0.00	\$74.00
BETH LOUISE PEREZ																			
157841	07/30/2013	TR122090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	\$80.00
JOHN PAUL PEPE																			
157842	07/30/2013	TR131718	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	65.00	\$71.00
HERMAN REYES-LLANAS																			
157843	07/30/2013	JV110056	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
SALVADOR ROMERO																			
157844	07/30/2013	TR122686	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	150.00	\$190.00
AMANDA STENCE CAGE																			
157845	07/30/2013	TR123892	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	120.00	\$1,125.00
AMANDA STENCE CAGE																			
157846	07/30/2013	TR130173	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	120.00	\$160.00
AMANDA STENCE CAGE																			
157847	07/30/2013	TR130175	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	150.00	\$190.00
AMANDA STENCE CAGE																			
157848	07/30/2013	TR131108	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	120.00	\$1,125.00
AMANDA STENCE CAGE																			
157849	07/30/2013	TR132101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	115.00	\$615.00
AMANDA STENCE CAGE																			
157850	07/30/2013	TR131819	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	65.10	\$265.00
JUAN CARLOS NAVARETTE-GARCIA																			
157851	07/30/2013	TR132051	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
ROLANDO ZAPATA-TORRES																			
157852	07/30/2013	TW130198	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71.00	0.00	\$71.00
JAMES COY MELANCON																			

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL	
157853	07/30/2013	TR131841	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	95.00	\$135.00	
ALFONSO CORIA JACOBO																				
157854	07/30/2013	TR131842	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00	
ALFONSO CORIA JACOBO																				
																			0.00	\$0.00
CUMULATIVE TOTALS :			2.46	1,293.13	18.47	0.00	0.00	0.00	512.70	140.00	485.10	200.00	714.05	15.00	536.51	935.00	63,626.0	39,766.3	\$108,244.85	

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2013-07/31/2013

Date Printed: 7/31/2013
Time Printed: 5:00:44PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	145	714.05	679.05	250.00	0.00	115.00	0.00	314.05	35.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	112	536.51	526.51	128.50	0.00	143.01	0.00	255.00	10.00	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	3	15.00	15.00	10.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	7	140.00	120.00	40.00	0.00	0.00	0.00	80.00	20.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	18.47	3.47	0.00	0.00	3.47	0.00	0.00	15.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	20	200.00	200.00	90.00	0.00	60.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	14	1,293.13	1,293.13	276.00	0.00	194.40	0.00	822.73	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	49	485.10	485.10	89.10	0.00	198.00	0.00	198.00	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	608	63,476.05	54,446.60	19,873.10	0.00	10,286.80	0.00	24,286.70	9,029.45	0.00	0.00	0100-0000-351304
FINEOMRE	FINE OMR Entity With out licen	1	150.00	150.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0399-0000-20862
JCPT	JUDICIAL COURT PERSONNE	2	2.46	0.46	0.00	0.00	0.46	0.00	0.00	2.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	3	935.00	935.00	850.00	0.00	0.00	0.00	85.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	177	512.70	497.70	119.34	0.00	120.93	0.00	257.43	15.00	0.00	0.00	0100-0000-341804

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC3.	CONTABLE ARREST FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341913
AFC4.	CONTABLE ARREST FEE	9	40.10	20.10	5.10	0.00	5.00	0.00	10.00	20.00	0.00	0.00	0100-0000-341914
AWF	AUSTIN POLICE DEPART	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	250.00	250.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	4	100.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341911
C4W.	CONSTABLE 4 WARRANT	52	2,206.98	1,856.98	938.76	0.00	66.70	0.00	851.52	350.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT	370	14,236.54	13,339.54	4,153.10	0.00	2,423.73	0.00	6,762.71	897.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	369	1,057.84	988.84	311.46	0.00	182.20	0.00	495.18	69.00	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	366	350.38	328.38	103.82	0.00	60.50	0.00	164.06	22.00	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	2	0.61	0.11	0.00	0.00	0.11	0.00	0.00	0.50	0.00	0.00	0399-0000-208730
COM	COMMITMENT	45	181.55	56.55	25.00	0.00	21.55	0.00	10.00	125.00	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	33	1,342.48	692.48	155.00	0.00	176.54	0.00	360.94	650.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	2	6.16	1.16	0.00	0.00	1.16	0.00	0.00	5.00	0.00	0.00	0399-0000-208170
FNLC	FINE-LOCAL PORTION	1	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	1	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0399-0000-208720
HWF	HUTTO POLICE DEPART	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	361	690.76	652.76	203.64	0.00	121.00	0.00	328.12	38.00	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELI	2	0.61	0.11	0.00	0.00	0.11	0.00	0.00	0.50	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	335	1,631.15	1,571.15	499.10	0.00	277.50	0.00	794.55	60.00	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	369	1,410.44	1,318.44	415.28	0.00	242.92	0.00	660.24	92.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	366	1,401.52	1,313.52	415.28	0.00	242.00	0.00	656.24	88.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	366	2,092.27	1,966.27	618.92	0.00	363.00	0.00	984.35	126.00	0.00	0.00	0399-0000-208352
MV	STATE CIVIL JUSTICE DA	150	14.58	14.28	4.10	0.00	3.40	0.00	6.78	0.30	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	1	70.62	70.62	0.00	0.00	70.62	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	6	15.00	15.00	0.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	45	181.55	56.55	25.00	0.00	21.55	0.00	10.00	125.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	5	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	1	4.00	4.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	12	2,150.00	2,150.00	1,100.00	0.00	250.00	0.00	800.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	177	5,127.00	4,977.00	1,193.40	0.00	1,209.30	0.00	2,574.30	150.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	3	15.00	15.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	34	170.00	140.00	55.00	0.00	20.00	0.00	65.00	30.00	0.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	1	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208400
THWF	THRALL POLICE DEPART	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	87	1,908.54	1,683.54	696.50	0.00	209.04	0.00	778.00	225.00	0.00	0.00	0399-0000-208860
TWF	TAYLOR POLICE DEPART	6	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY FINE	89	2,205.70	2,105.10	303.30	0.00	85.90	0.00	1,715.90	100.60	0.00	0.00	0100-0000-207027

TOTALS SUMMARY		4821	108,244.85	95,194.50	32,997.80	150.00	17,590.90	0.00	44,455.80	\$13,050.35	0.00	0.00
Direct Deposit		\$0.00										
Cash		\$32,997.80							CSR Credit	\$0.00		
Checks		\$150.00							Jail Credit	\$13,050.35	Post for Refund	\$0.00
Money Orders		\$17,590.90							Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :		\$44,455.80	Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY		\$95,194.50	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$13,050.35	TOTAL PAID	\$0.00		

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2013-07/31/2013

Date Printed: 7/31/2013
Time Printed: 5:00:44PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
01-0100-0000-207008		250.00	0.00	0.00	0.00	250.00
0100-0000-209600		850.00	85.00	0.00	0.00	935.00
0100-0000-209700		15.00	0.00	0.00	0.00	15.00
0100-0000-341804		2,907.01	2,130.42	1,520.00	0.00	6,557.43
0100-0000-341911		100.00	0.00	0.00	0.00	100.00
0100-0000-341913		0.00	5.00	0.00	0.00	5.00
0100-0000-341914		1,090.56	941.52	400.00	0.00	2,432.08
0100-0000-351304		30,159.90	24,286.70	9,129.45	0.00	63,576.05
0360-0000-341150		493.66	495.18	69.00	0.00	1,057.84
0361-0000-341154		164.32	164.06	22.00	0.00	350.38
0372-0000-341144		658.20	660.24	92.00	0.00	1,410.44
0399-0000-208160		6,576.83	6,762.71	897.00	0.00	14,236.54
0399-0000-208170		1.16	0.00	5.00	0.00	6.16
0399-0000-208180		0.11	0.00	0.50	0.00	0.61
0399-0000-208235		657.28	660.24	88.00	0.00	1,405.52
0399-0000-208300		3.47	0.00	15.00	0.00	18.47
0399-0000-208352		981.92	984.35	126.00	0.00	2,092.27
0399-0000-208400		331.51	260.00	10.00	0.00	601.51
0399-0000-208425		2,402.70	2,574.30	150.00	0.00	5,127.00
0399-0000-208500		0.46	0.00	2.00	0.00	2.46
0399-0000-208720		0.00	0.00	100.00	0.00	100.00
0399-0000-208730		0.11	0.00	0.50	0.00	0.61
0399-0000-208850		70.62	0.00	0.00	0.00	70.62
0399-0000-208860		905.54	778.00	225.00	0.00	1,908.54
0399-0000-208703		324.64	328.12	38.00	0.00	690.76
0399-0000-208415		7.50	6.78	0.30	0.00	14.58
0100-0000-207027		389.20	1,715.90	100.60	0.00	2,205.70
01.0100.0000.207017	DLQ FEE	470.40	822.73	0.00	0.00	1,293.13
0103690000370000	JUVENILE CASE MANAGER FUND	776.60	794.55	60.00	0.00	1,631.15
01-0399-0000-208620	01-0399-0000-208620	150.00	0.00	0.00	0.00	150.00
TOTALS :		50,738.70	44,455.80	13,050.35	0.00	108,244.85

Meeting Date: 08/13/2013

Asset Change

Submitted For: Auditors

Submitted By: Peggy Wooldridge, Purchasing

Department: Purchasing

Agenda: Consent

Category:

Information

Agenda Item

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

Background

Attachments

[Asset Change Form](#)

Form Review

Inbox

Purchasing

County Judge Exec Asst.

Form Started By: Peggy Wooldridge

Final Approval Date: 08/08/2013

Reviewed By

Bob Space

Wendy Coco

Date

08/08/2013 08:46 AM

08/08/2013 10:10 AM

Started On: 08/08/2013 08:20 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

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

Parties involved:**FROM** (Transferor Department): Law Enforcement (560)**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Chief LC "Tony" Marshall

Paul Swisher

Print Name

Print Name

Signature

July 26, 2013

+1 (512) 943-1349

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

[illegible]

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Meeting Date: 08/13/2013

Discuss and consider approval of final plat for the Fredrickson Ranch on Lake Georgetown Sec 2 subdivision - Pct 3

Submitted For: Joe England

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda: Consent

Category:

Information

Agenda Item

Discuss and consider approval of final plat for the Fredrickson Ranch on Lake Georgetown Sec 2 subdivision - Pct 3

Background

This 9-lot rural subdivision is located inside the Georgetown ETJ; however, since all parcels are greater than 5 acres and no public improvements are proposed, the review and approval of this plat falls under the jurisdiction of Williamson County and not the City of Georgetown. The preliminary plat was approved by Williamson County on May 21, 2013.

Attachments

Final Plat - Fredrickson Ranch on Lake Georgetown Sec 2

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/07/2013 03:52 PM

Form Started By: Patrick Hughes

Started On: 08/07/2013 10:42 AM

Final Approval Date: 08/07/2013

FREDRICKSON RANCH ON LAKE GEORGETOWN SECTION 2 FINAL PLAT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS §

THE BOBBY D. FREDRICKSON 1999 TRUST, BEING THE OWNER OF 30.31 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 50.57 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2001088315 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING THE OWNER OF A 0.17 ACRE TRACT OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 171.168 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2006060246 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, HEREBY SUBDIVIDE SAID 30.31 ACRE TRACT AND SAID 0.17 ACRE TRACT TO BE KNOWN AS **FREDRICKSON RANCH ON LAKE GEORGETOWN - SECTION 2**.

WITNESS MY HAND THIS THE 19th DAY OF July, 2013 A.D.

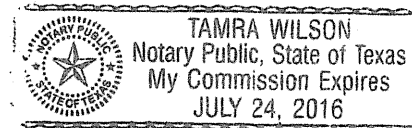
Bobby Fredrickson
AUTHORIZED SIGNER FOR THE BOBBY FREDRICKSON 1999 TRUST,
BY BOBBY FREDRICKSON, TRUSTEE
116 SILVERSTONE
GEORGETOWN, TX 78633

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Bobby Fredrickson, KNOWN TO ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF July, 2013 A.D.

Yam Wilson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

PRINTED NAME



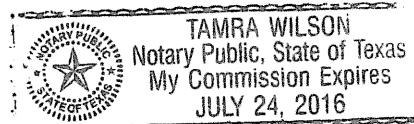
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS §

ADVENTURE PROPERTIES, L.L.C., BEING THE OWNER OF 17.73 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.26 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010048461 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 17.73 ACRE TRACT TO BE KNOWN AS **FREDRICKSON RANCH ON LAKE GEORGETOWN - SECTION 2**.

WITNESS MY HAND THIS THE 19th DAY OF July, 2013 A.D.

Bobby Fredrickson
AUTHORIZED SIGNER FOR ADVENTURE PROPERTIES, L.L.C.
BY BOBBY FREDRICKSON
116 SILVERSTONE
GEORGETOWN, TEXAS 78633

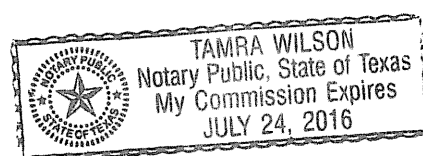


BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Bobby Fredrickson, KNOWN TO ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF July, 2013 A.D.

Yam Wilson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

PRINTED NAME



48.214 ACRES OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NUMBER 232

WILLIAMSON COUNTY, TEXAS

GENERAL NOTES

1. TOTAL ACRES: 48.214
2. NUMBER OF LOTS: 9
3. NUMBER OF BLOCKS: 1
4. AREA OF SMALLEST RESIDENTIAL LOT: 5.004 ACRES
5. PROPOSED USE: SINGLE FAMILY RESIDENTIAL RURAL
6. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WATER WELL.
7. SEWER SERVICE TO BE PROVIDED BY ON SITE SEWAGE FACILITY..
8. LINEAR FEET OF STREET: 0 LINEAR FEET
9. ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
10. ALL DRIVEWAY CULVERTS IN THIS SUBDIVISION SHALL BE 18" MINIMUM OR AS DESIGNED.
11. ALL ONSITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY PRIVATE WATER WELL PER COUNTY AND TCEQ REGULATIONS.
12. ALL PRIVATE WATER WELLS SHALL BE GREATER THAN 100 FEET FROM ANY PROPERTY LINE.
13. ALL PUBLIC ROADWAY AND EASEMENTS, AS SHOWN ON THE PLAT, ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
14. LOTS 1 THROUGH 6 MAY NOT BE FURTHER SUBDIVIDED.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) NOTES

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. NO DEVELOPMENT SHALL BEGIN ON LOTS ENCLOSED BY FEMA ZONE A & AE PRIOR TO ISSUANCE OF A FLOODPLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD ADMINISTRATOR.
3. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
4. PRIOR TO ANY CHANNEL ALTERATIONS, CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE PLAT AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
5. PRIOR TO ANY CHANNEL ALTERATION OR CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
7. WATER SERVICE WILL BE PROVIDED BY PRIVATE WATER WELL.
8. ALL RESIDENTIAL LOTS ARE (5) ACRE OR GREATER IN SIZE.
9. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WCCHD.
10. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS §

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

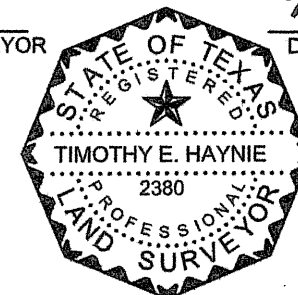
Deborah L. Marlow, R.S. 7/23/2013
DEBORAH L. MARLOW, R.S. 050029596 DATE
ASSISTANT DEPUTY DIRECTOR OF ENVIRONMENTAL HEALTH SERVICES, WCCHD

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS §

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Timothy Haynie
TIMOTHY HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664



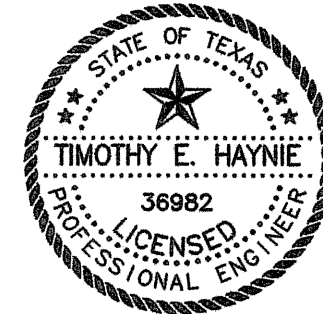
7-19-13
DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS §

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0100C, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND /OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

Timothy E. Haynie
TIMOTHY E. HAYNIE
LICENSED PROFESSIONAL ENGINEER
No. 36982 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664



7-19-13
DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS §

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS §

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2013 A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS IN DOCUMENT NUMBER _____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2013 A.D.

WILLIAM WEHLING, DEPUTY COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

HAYNIE
CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TDP# F-002411, TDP# F-002411

CHECKED BY: S.J.

FIELD NOTE NO.

DATE: 04-12-2013

REVISED BY:

DRAWN BY: GJM

FIELD BOOK:

SCALE:

JOB NO.

FILE NAME: Basemap.dwg

FREDRICKSON RANCH
ON LAKE GEORGETOWN
SECTION 2
FINAL PLAT

SHEET NO.

1
OF
3

FREDRICKSON RANCH ON LAKE GEORGETOWN

SECTION 2 FINAL PLAT

48.214 ACRES OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NUMBER 232
WILLAMSON COUNTY, TEXAS

BEING 48.214 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLAMSON COUNTY, TEXAS; BEING A PORTION OF THAT 50.57 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO THE BOBBY D. FREDRICKSON 1999 TRUST IN DOCUMENT NUMBER 2001088315, AND A PORTION OF THAT 171.168 ACRE TRACT OF LAND CONVEYED TO THE BOBBY FREDRICKSON 1999 TRUST IN DOCUMENT NUMBER 2006060246 IN THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS (O.P.R.W.C.), ALSO BEING A PORTION OF THAT 20.26 ACRE TRACT OF LAND CONVEYED TO ADVENTURE PROPERTIES, LLC, CONVEYED AS TRACT ONE IN DOCUMENT NUMBER 2010048461 IN THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS: SAID 48.214 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found (CS LTD) in the north line of said 50.57 acre tract at the most northerly northeast corner of lot 36, Fredrickson Ranch On Lake Georgetown recorded in Document Number 2013021022 (O.P.R.W.C.), and in the south line of a tract of land described as Tract 202 (359.00 acres), styled USA versus Mrs. Jessie A. Tucker, Estate, Declaration of Taking of record in Volume 574, Page 563 in the Deed Records of Williamson County, Texas, from which a United States Corps of Engineers (U.S.A.C.E.) concrete monument stamped "202-7" bears S54°58'48"W, a distance of 16.00 feet, for the POINT OF BEGINNING, and the most westerly corner of the herein described tract of land;

THENCE, N 54°58'48" E, a distance of 1326.34 feet with the north line of said 50.57 acre Tract and the south line of said 359.00 acre Tract to a (U.S.A.C.E.) concrete monument stamped "202-8" found for the most northerly corner of the herein described tract of land;

THENCE, S 56°05'59" E, a distance of 620.73 feet with the north line of said 50.57 acre Tract and the south line of said 359.00 acre Tract to a (U.S.A.C.E.) concrete monument stamped "202-9" found for an angle point in the herein described tract of land;

THENCE, S 05°00'54" W, a distance of 957.70 feet with the east line of said 50.57 acre Tract and the west line of said 359.00 acre Tract to a (U.S.A.C.E.) concrete monument stamped "202-10" found for an angle point in the herein described tract of land;

THENCE, S 01°15'47" E, a distance of 236.66 feet with the east line of said 50.57 acre Tract and the west line of said 359.00 acre Tract to a (U.S.A.C.E.) concrete monument stamped "202-11" found at the most northerly northeast corner of said 20.26 acre tract, for an angle point in the herein described tract of land;

THENCE, S 38°37'56" E, a distance of 225.57 feet with the east line of said 20.26 acre Tract and the west line of said 359.00 acre Tract to a (U.S.A.C.E.) concrete monument stamped "202-12" found in the west line of a called 500 acre tract of land conveyed to Jim F. Avant, et al, recorded in Document Number 98030344 (O.P.R.W.C.), for an angle point in the herein described tract of land;

THENCE, S 05°24'37" W, a distance of 149.07 feet with the east line of said 20.26 acre Tract and the west line of said 500 acre Tract to a 1/2 inch iron rod found (CS LTD) at the northeast corner of Lot 38 of said Fredrickson Ranch On Lake Georgetown, for the southeast corner in the herein described tract of land;

THENCE, S 74°21'15" W, a distance of 790.19 feet with the south line of said 20.26 acre Tract, the north line of said Lot 38, and through said 171.68 acre tract to a 1/2 inch iron rod found (CS LTD) at the northwest corner of said Lot 38, in the east right-of way line (R.O.W.) of Eagle Point Drive, and at the beginning of a curve to the left in the herein described tract of land;

THENCE, with the east (R.O.W.) line of said Eagle Point Drive, the west line of said Lot 38, through said 171.168 acre Tract, and with said curve to the left with a length of 180.28 feet, a central angle of 19° 29' 20", a radius of 530.00', and a chord of N 26°00'59" W, a distance of 179.41 feet to a 1/2 inch iron rod found (CS LTD) at the northwest corner of said Lot 38, for the point of tangency, for an angle point in the herein described tract of land;

THENCE, N 35°45'39" W, a distance of 440.65 feet through said 171.68 acre Tract and with the east (R.O.W.) line of said Eagle Point Drive, to a 1/2 inch iron rod found (CS LTD) at the beginning of a curve to the left, for an angle point in the herein described tract of land;

THENCE, with the east (R.O.W.) line of said Eagle Point Drive, through said 171.168 acre Tract, and with said curve to the left with a length of 139.52 feet, a central angle of 24° 13' 23", a radius of 330.00', and a chord of N 47°52'34" W, a distance of 138.48 feet to a 1/2 inch iron rod found (CS LTD) at the point of reverse curvature and the beginning of a curve to the right in the herein described tract of land;

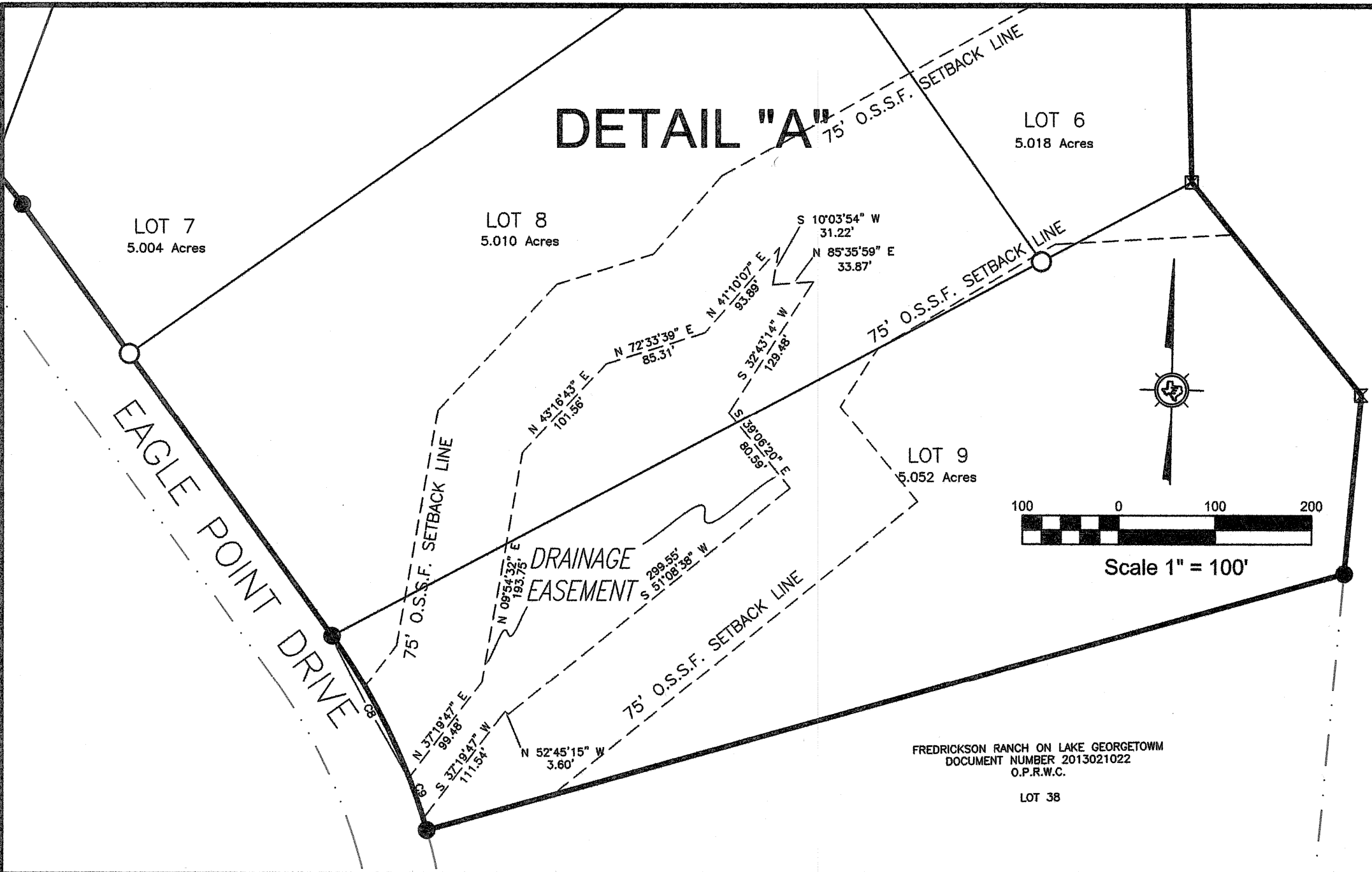
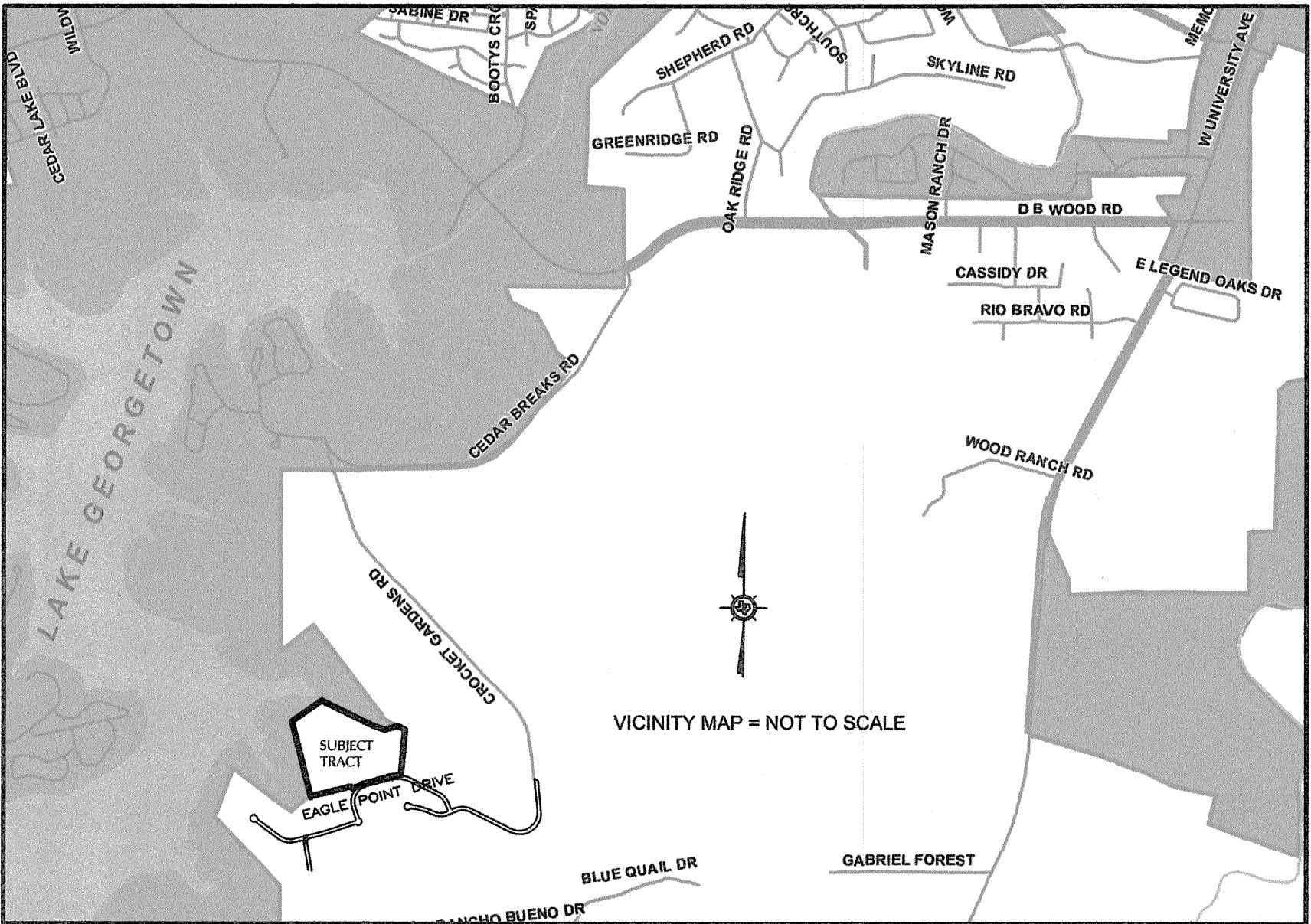
THENCE, with the east (R.O.W.) line of said Eagle Point Drive, through said 171.168 acre Tract, and with said curve to the right with a length of 42.10 feet, a central angle of 80° 24' 21", a radius of 30.00', and a chord of N 19°46'56" W, a distance of 38.73 feet to a 1/2 inch iron rod found (CS LTD), for an angle point in the herein described tract of land;

THENCE, N 69°34'45" W, a distance of 60.00 feet through said 171.68 acre Tract and with the east (R.O.W.) line of said Eagle Point Drive, to a 1/2 inch iron rod found (CS LTD) at a point of curvature in the east line of Lot 37 of said Fredrickson Ranch On Lake Georgetown, for an angle point in the herein described tract of land;

THENCE, N 20°25'15" E, a distance of 70.61 feet through said 171.68 acre Tract, through said 20.26 acre tract, and with the east line of said Lot 37, for an angle point in the herein described tract of land;

THENCE, N 35°01'12" W, a distance of 706.02 feet through said 20.26 acre Tract, with the northeast line of said Lot 37, and said Lot 36, to the POINT OF BEGINNING and containing 48.214 acres of land;

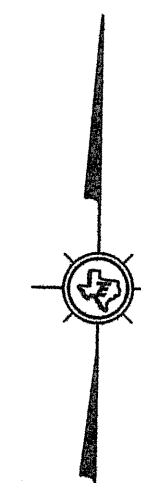
BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (LCRA) GPS SUB-HARN DATA (REFERENCE POINT A623) AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM, (GEOID 2003). ALL COORDINATES AND DISTANCES SHOWN/LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID



		HAYNIE CONSULTING, INC.				
		Civil Engineers and Land Surveyors 1010 President Lane Round Rock, Texas 78664-3276 Ph: 512-837-2446 Fax: 512-837-9463 TBP# FIRM # 1-002411, TBP# FIRM # 100250-00				
DATE 9/2/2013	REV. BY CSM	DESCRIPTION Address WC Changes				
		DRAWN BY: B.J.				
		FIELD BOOK:				
		SCALE:				
DATE 9/2/2013	REV. BY CSM	CHECKED BY: B.J.				
		FIELD NOTE NO:				
		DATE: 04-12-2013				
		REMOVED BY:				
DATE 9/2/2013		FILE NAME: Basemap.dwg				
FREDRICKSON RANCH ON LAKE GEORGETOWN SECTION 2 FINAL PLAT						
SHEET NO. 2 OF 3						

48.214 ACRES OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NUMBER 232
WILLIAMSON COUNTY, TEXAS

48.214 ACRES OUT OF THE JOSEPH FISH SURVEY, ABSTRACT NUMBER 232
WILLIAMSON COUNTY, TEXAS



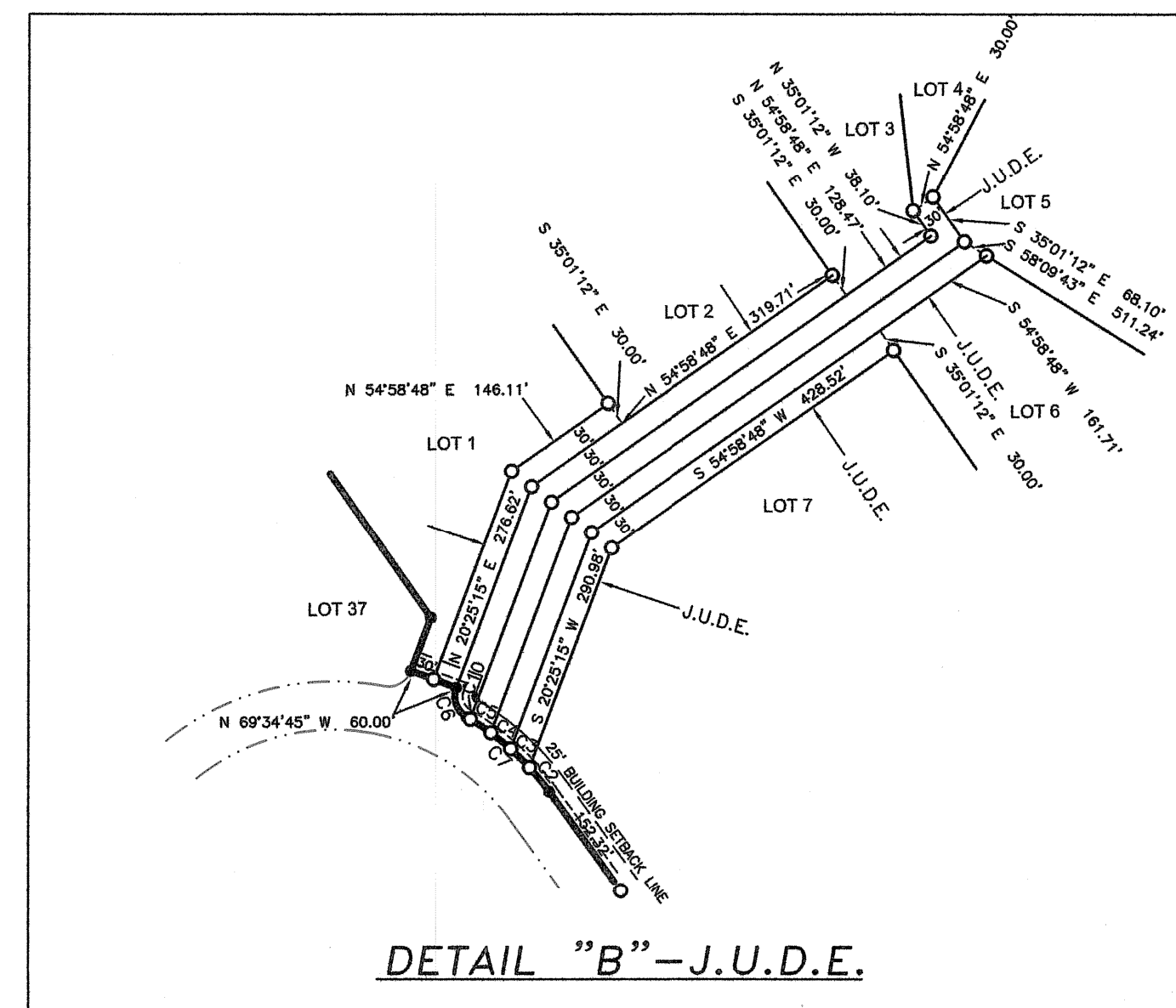
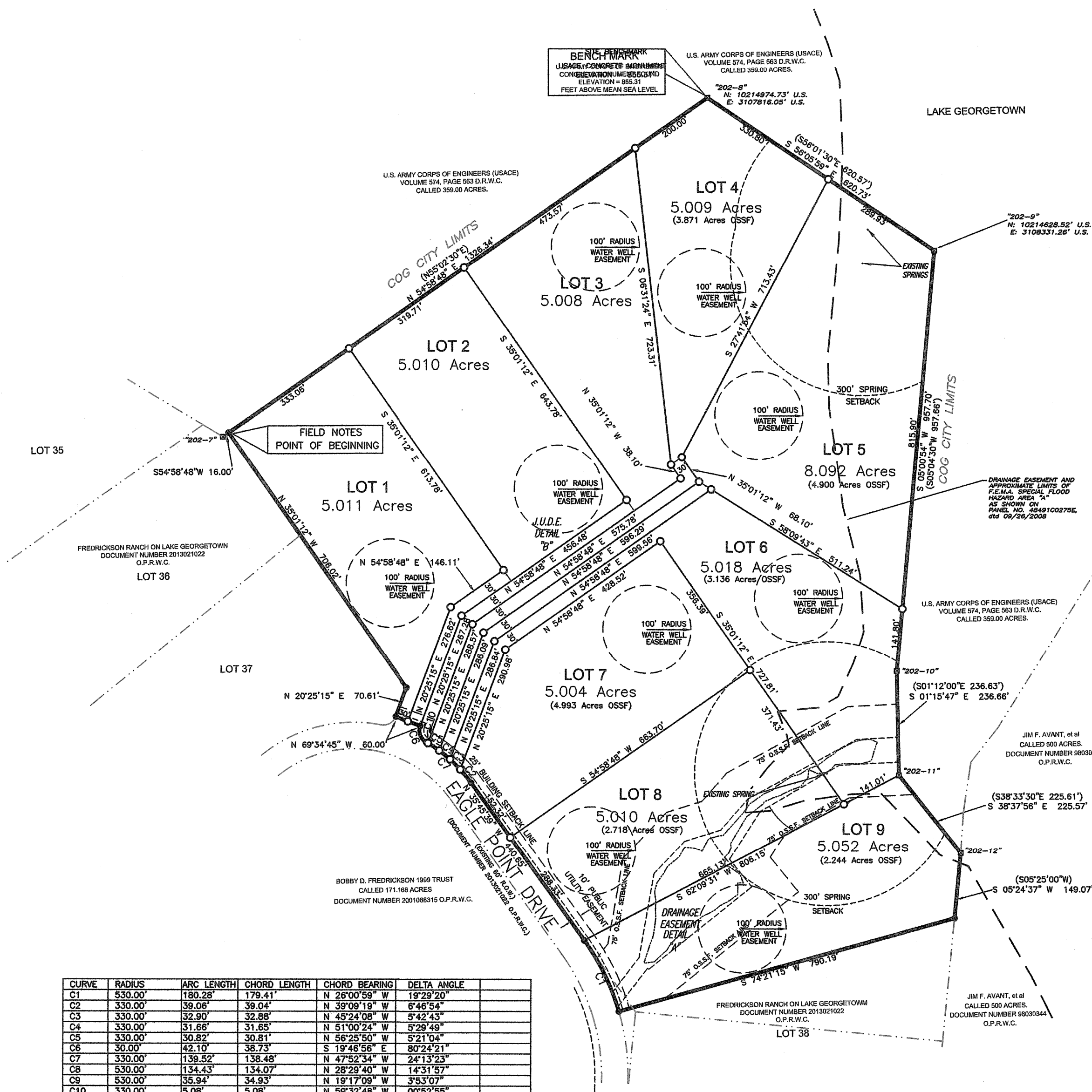
Scale 1" = 200'

LEGEND

●	1/4" IRON ROD FOUND (CS LTD)
○	1/2" IRON ROD W/CAP SET
J.U.D.E.	JOINT USE DRIVEWAY EASEMENT
()	CONCRETE MONUMENT FOUND
	RECORD INFORMATION
O.S.S.F.	ON SITE SEWAGE FACILITY
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
D.E.	DRAINAGE EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
P.R.W.C.	PLAT RECORDS WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS WILLIAMSON COUNTY
C.O.G.	CITY OF GEORGETOWN
_____	EASEMENT
_____	ADJOINING PROPERTY LINE
TT	TREE TAG NUMBER
C.T.S.U.D.E.	CHISHOLM TRAIL SPECIAL UTILITY DISTRICT EASEMENT

MINIMUM FINISHED FLOOR ELEVATIONS

LOT	F.F.E.
5	989.18
6	981.62
8	982.54
9	979.39



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	530.00'	180.28'	179.41'	N 26°00'58" W	19°29'20"
C2	330.00'	39.06'	38.04'	N 39°09'18" W	6°46'54"
C3	330.00'	32.90'	32.88'	N 45°24'08" W	5°42'43"
C4	330.00'	31.66'	31.65'	N 51°00'24" W	5°29'49"
C5	330.00'	30.82'	30.81'	N 56°25'50" W	5°21'04"
C6	30.00'	42.10'	38.73'	S 19°46'56" E	80°24'21"
C7	330.00'	139.52'	138.48'	N 47°52'34" W	24°13'23"
C8	330.00'	134.43'	134.07'	N 28°29'40" W	14°51'58"
C9	530.00'	35.47'	34.93'	N 81°17'09" W	2°53'07"
C10	330.00'	5.08'	5.08'	N 99°12'48" W	00°52'55"

HAYNIE
CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-857-2446 Fax: 512-853-9463
TTYPE FIRM #1: TBPLS FIRM #1: 0002411

[illegible]

DRAWN BY: GSM	CHECKED BY: B.J.
FIELD BOOK:	FIELD NOTE NO:
SCALE:	DATE: 04-12-2013
JOB NO:	REVISED BY:
FILE NAME: BaseMap.dwg	

**FREDRICKSON RANCH
ON LAKE GEORGETOWN
SECTION 2
FINAL PLAT**

SHEET NO.

3
OF
3

Meeting Date: 08/13/2013

Market Study

Submitted For: Lisa Zirkle

Submitted By:

Lisa Zirkle, Human
Resources

Department: Human Resources

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action regarding Evergreen Solutions, LLC presentation "Classification and Compensation Study for Williamson County, TX".

Background

On December 18, 2012, the Compensation Market Study Steering Committee recommended and the Court awarded a contract to Evergreen Solutions, LLC to perform a Classification and Compensation Market Study.

Members of the Evergreen Solutions Team assigned to our study are:

Dr. Jeff Ling, Project Director
Brian Wolfe, Assistant Project Director
Stephanie Lindsay, Project Consultant
Lauren Lombardo, Project Consultant

Members of the Compensation Market Study Steering Committee are:

The Honorable Deborah Hunt, Tax Assessor-Collector
The Honorable Edna Staudt, Justice of the Peace, Pct#2
Captain Mike Gleason, Sheriff's Office
Chief Deputy Robert Woodring, Constable, Pct#1
John Sneed, Sr. Director of Emergency Management
Connie Watson, Public Information Manager, Public Information Office
Donna Harrell, Veterans Service Officer, Veterans Service Dept.
Lisa Zirkle, Sr. Director of Human Resources, Human Resources Department

The presentation provides information regarding the process and findings of Evergreen Solutions, LLC market study.

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/05/2013 11:22 AM

Form Started By: Lisa Zirkle

Started On: 08/04/2013

Final Approval Date: 08/05/2013

Commissioners Court - Regular Session

21.

Meeting Date: 08/13/2013

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda: Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Tax Assessor-Collector.

Background

In accordance with Local Government Code Section 152.016 (c), if, after the hearing, six or more of the members vote to recommend an increase in the officer's salary or personal expenses, the committee shall submit its recommendation to the Williamson County Commissioners Court in writing. If six to eight members vote to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the Williamson County Commissioners Court shall include the increase in the budget before the budget is filed and the increase takes effect in the next budget year.

Form Review

Form Started By: Wendy Coco

Started On: 08/09/2013 02:41 PM

Final Approval Date: 08/09/2013

Commissioners Court - Regular Session

22.

Meeting Date: 08/13/2013

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on the Williamson County Salary Grievance Committee's recommendation in relation to the salary of the Williamson County Attorney.

Background

In accordance with Local Government Code Section 152.016 (c), if, after the hearing, six or more of the members vote to recommend an increase in the officer's salary or personal expenses, the committee shall submit its recommendation to the Williamson County Commissioners Court in writing. If six to eight members vote to recommend the increase, the Williamson County Commissioners Court shall consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the Williamson County Commissioners Court shall include the increase in the budget before the budget is filed and the increase takes effect in the next budget year.

Form Review

Form Started By: Wendy Coco

Started On: 08/09/2013 02:42 PM

Final Approval Date: 08/09/2013

Commissioners Court - Regular Session

23.

Meeting Date: 08/13/2013

2013-2014 Budget Discussion

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss 2013-2014 Budget

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/18/2013

Reviewed By

Wendy Coco

Date

07/18/2013 02:37 PM

Started On: 07/18/2013 02:34 PM

Commissioners Court - Regular Session

24.

Meeting Date: 08/13/2013

To discuss and take appropriate action on the Department of Infrastructures projects and issues update

Submitted For: Robert Daigh

Submitted By:

Lydia Linden, Unified
Road System

Department: Unified Road System

Agenda Regular Agenda Items

Category:

Information

Agenda Item

To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 07/24/2013

Reviewed By

Wendy Coco

Date

07/24/2013 02:25 PM

Started On: 07/24/2013 09:45 AM

Meeting Date: 08/13/2013

Road Bond Transfer Request

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider authorizing the road bond transfer request recommended by Mike Weaver, Road Bond Manager to transfer \$4,000,000 from SH 195 (P149) to the following projects with designated amounts: \$200,000 to O'Connor (P127), \$250,000 RM 620 Improvements (P167), \$350,000 to Ronald Reagan Phase III (P211), \$50,000 to CR 138 (P179), \$2,000,000 to Lakeline Blvd Extension (P170), \$350,000 Forest North Drainage Study (P255), and \$800,000 to Pearson Ranch Rd/SH 45/RM 620 Interchange (P222). Also, transfer \$350,000 from US 79 Drainage (P155) to US 79/Second Street (P244).

Background

Attachments

SH 195 Transfer Road Bond

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 08/07/2013

Reviewed By

Wendy Coco

Date

08/07/2013 03:52 PM

Started On: 08/07/2013 08:18 AM

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Pam Navarrette
Williamson County Auditor's Office

From: Michael J. Weaver

Date: 8/5/2013

Re: 2006 Road Bond Budget Adjustments

As you recall we recommended moving a substantial amount of 2006 Road Bond funds from Non-Departmental to the SH 195 project to cover cash flow requirements for right-of-way acquisition and utility relocation. Because of the good work by your office and Charlie Crossfield the County is now building a large surplus in P-149 SH195. The following recommended budget adjustments, to cover the costs of projects approved by the Commissioners Court in November 2012, are summarized below.

Move \$200,000.00 from P149/SH195 to P-127 O'Connor

Move \$250,000.00 from P149/SH195 to P-167 RM620 Improvements

Move \$350,000.00 from P149/SH195 to P-211 Ronald Reagan Phase III

Move \$50,000.00 from P149/SH195 to P-179 CR138

Move \$2,000,000.00 from P-149/SH195 to P-170 Lakeline Blvd. Extension

Move \$350,000.00 from P149/SH195 to P-255 Forest North Drainage Study

Move \$800,000.00 from P149/SH195 to P-222 Pearson Ranch Road/SH45/RM620 Interchange

Move \$350,000.00 from P155/US79 Drainage to P-244 Second Street/BUS79

If you have any questions please let me know.

Meeting Date: 08/13/2013

CR 110 South Contract Assignment

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider approving the consent of assignment of contract for the CR 110 South (US79-Limmer Loop) Road Bond project to CHA Consulting, Inc. who merged with R.W. Armstrong & Associates, Inc.

Background

R.W. Armstrong & Associates, Inc. who is currently contracted for the engineering design of CR 110 South (US79-Limmer Loop) merged with CHA Consulting, Inc. and through this consent to assignment of contracts would like to assume all engineering services contracts previously under RWA (effective July 29, 2013). The professionals currently providing design services on this project will remain the same.

Attachments

CR110S_LetterAssignment_CHA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 08/08/2013

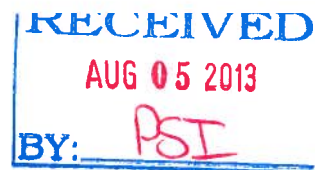
Reviewed By

Wendy Coco

Date

08/08/2013 11:05 AM

Started On: 08/08/2013 10:33 AM



July 29, 2013

Mr. Bob Daigh, PE
Senior Director of Infrastructure
Williamson County
3151 S. E. Inner Loop
Georgetown, TX 78626

Dear Mr. Daigh:

RW Armstrong & Associates, Inc. ("RWA") and CHA Consulting, Inc. ("CHA") merged on June 14, 2012, creating the 69th largest engineering firm in the country and bringing together a depth of talent and experience in a range of disciplines.

CHA has been providing professional engineering services for more than a half-century. Over the past few years, CHA has grown significantly and it anticipates growing further. Today, it is a global engineering/architecture/construction solutions firm with more than 1,400 staff in 51 offices worldwide, serving a number of economic sectors, including aviation, campus/institutional, economic development, environmental, land development, manufacturing, power/energy, software solutions, sports and transportation.

Effective July 29, 2013, RWA will be integrating its operations into CHA and will no longer provide engineering services. CHA, the successor entity, will continue to provide those services to you. More importantly, the professionals providing those services to you will remain the same; the resources they can call upon, however, will expand seven-fold.

To facilitate this transition, RWA would like to assign to CHA any contracts it currently has with you. If you consent to the assignment, please have the appropriate person execute the attached document and return a PDF copy to Nikki Pappas via e-mail at npappas@chacompanies.com. She is also available to answer any assignment-related questions you may have. Nikki may be reached at (518) 453-3964.

Our goal is to make this transition as seamless as possible for you. If you have any questions regarding this merger or the services CHA can offer, please reach out to either one of us at (317) 786-0461.

Sincerely,

CHA CONSULTING, INC.

A black ink signature of Scott L. Smith, written in a cursive, stylized font.

Scott L. Smith
Regional Director

R.W. ARMSTRONG & ASSOCIATES, INC.

A blue ink signature of Steven Fleming, written in a cursive, stylized font.

Steven Fleming, PE
Vice President

cc: Christen Eschberger, PE, CEG
Marie Walters, Prime Strategies, Inc.
Joe England, PE, County Engineer

CONSENT TO ASSIGNMENT OF CONTRACTS

Williamson County hereby consents to the assignment of the following agreement(s) from R.W. Armstrong & Associates, Inc. to CHA Consulting, Inc., effective July 29, 2013:

Agreement Name

Date

CR 110 (US 79 to Limmer Loop)

1-15-2013

Williamson County

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

OK
my 8/6/2013



Meeting Date: 08/13/2013

12IFB00036 RM 620 Safety Improvements Change Order No 1

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider approving Change Order No. 1 in the amount of \$55,261.60 for RM 620 Safety Improvements, a Road Bond project in Precinct One.

Background

This Change Order extends Contract item 100-2002 Prepare ROW to compensate the Contractor for clearing of dead trees and shrubs to eliminate fire hazards east of the project to Deepwood Drive. This Change Order adds a new Contract item for modifications to the water quality ponds required by TCEQ. The additional comments from TCEQ were received too late to incorporate prior to letting. The modifications required additional excavation, geotextile fabric and a toe ditch. This Change Order also adds a new Contract force account item to compensate the Contractor to secure and protect karst features discovered during construction. The Contractor may be asked to provide labor and equipment to secure the entrance, make the entrance accessible for investigation, and place erosion controls, barrier fencing, berms, etc.

Attachments

RM 620 CO 1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 11:05 AM

Started On: 08/08/2013 09:19 AM

**WILLIAMSON COUNTY, TEXAS**CHANGE ORDER NUMBER: 01

Received

AUG 01 2013

HNTB Corporation
Round Rock

1. CONTRACTOR: CF Jordan Construction, LLC
2. Change Order Work Limits: Sta. 303+00 to Sta. 423+13
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F, 4D, 2D (3 Max. - In order of importance - Primary first)

Project: 12IFB00036

Roadway: RM 620 Safety Improvements

CSJ Number: 0683-01-079

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order extends Contract item 100-2002 Prepare ROW to compensate the Contractor for clearing of dead trees and shrubs to eliminate fire hazards east of the project to Deepwood Drive. **4D: Third Party Accommodation. Other.** This Change Order adds modifications to the water quality ponds required by TCEQ, in response to comments received too late to incorporate prior to letting. **2D: Differing Site Conditions (unforeseeable). Environmental remediation.** This Change Order adds a new Contract force account item to compensate the Contractor to secure and protect karst features discovered during construction.

6. Work to be performed in accordance with Items: See Attached7. New or revised plan sheet(s) are attached and numbered: 18G, 269, 271, 273, 2748. New Special Provisions to the contract are attached: ☐ Yes ☒ No9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be providedTime Ext. #: N/A Days added on this CO: 0Amount added by this change order: \$55,261.60

THE CONTRACTOR

Date 7-31-13By [Signature]

Typed/Printed Name

Brandon Ashwood

Typed/Printed Title

Project Manager**RECOMMENDED FOR EXECUTION:**[Signature]
Project ManagerDate 8/2/13

N/A

Design Engineer

Date

[Signature]
Program ManagerDate 8/8/2013

Design Engineer's Seal:

See Revised Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVALCounty Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVALCounty Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVALCounty Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL☐ County Judge Date
APPROVED

TABLE A: Force Account Work and Materials Placed into Stock

Project # 12IFB00036

[illegible]

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	ITEM COST	
100-2002	PREPARING ROW	STA	\$1,400.00	110.00	\$154,000.00			127.00	\$177,800.00	\$23,800.00
110-2003	EXCAVATION (SPECIAL)	CY	\$13.00	12,470.00	\$162,110.00			12,910.00	\$167,830.00	\$5,720.00
999-0001	FORCE ACCOUNT: SECURE & PROTECT KARST FEATURES	DOL	\$1.00	0.00	\$0.00			12,000.00	\$12,000.00	\$12,000.00
999-0002	GEOTEXTILE FABRIC AND TOE DITCH FOR WQP	SY	\$9.65	0.00	\$0.00			1,424.00	\$13,741.60	\$13,741.60

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

RM 620 Safety Improvements Williamson County Project No. 12IFB00036

Change Order No. 1

Reason for Change

This Change Order extends Contract item 100-2002 Prepare ROW to compensate the Contractor for clearing of dead trees and shrubs to eliminate fire hazards east of the project to Deepwood Drive.

This Change Order adds a new Contract item for modifications to the water quality ponds required by TCEQ. The additional comments from TCEQ were received too late to incorporate prior to letting. The modifications required additional excavation, geotextile fabric and a toe ditch.

This Change Order also adds a new Contract force account item to compensate the Contractor to secure and protect karst features discovered during construction. The Contractor may be asked to provide labor and equipment to secure the entrance, make the entrance accessible for investigation, and place erosion controls, barrier fencing, berms, etc.

Following is a summary of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-0001	FORCE ACCOUNT: SECURE & PROTECT KARST FEATURES	12000.0	DOL
999-0002	GEOTEXTILE FABRIC AND TOE DITCH FOR WQP	1424.0	SY

This Change Order results in a net increase of \$55,261.60 to the Contract amount, for an adjusted Contract total of \$11,336,374.20. The original Contract amount was \$11,281,112.60. As a result of this and all Change Orders to-date, \$55,261.60 has been added to the Contract, resulting in a 0.5% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

ATKINS

Darren Muenster
Project Manager

PRICING FOR ADDITIONAL POND WORK

PROJECT:	RM 620 SAFETY IMPROVEMENTS
HIGHWAY:	RM 620
COUNTY:	WILLIAMSON
ITEM:	UNIT COST

[illegible]

GEOTEXTILE FABRIC (2 LAYERS) AND TOE-DITCH FOR KEY-IN DETAIL
1424 SY

[illegible][illegible]

TOTAL COST	\$	12,195.00
------------	----	-----------

TOTAL MATERIAL	\$	-
TOTAL LABOR	\$	870.60
TOTAL EQUIPMENT	\$	1,712.40
SUBCONTRACTED COST	\$	9,612.00
25% CONTRACTOR'S COMPENSATION ON MATERIALS	\$	-
25% CONTRACTOR'S COMPENSATION ON LABOR	\$	217.65
55% CONTRACTOR'S COMPENSATION LABOR BURDEN	\$	478.83
15% CONTRACTOR'S COMPENSATION ON EQUIPMENT	\$	256.86
5% CONTRACTOR'S COMPENSATION ON SUBCONTRACTOR	\$	480.60
TOTAL	\$	13,628.94
BOND	\$	121.95
GRAND TOTAL	\$	13,750.89
PER SY	\$	9.66
ROUND	\$	9.65



WITH CAVES IDENTIFIED IN THE AREA, CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS DURING EXCAVATION.

EXCAVATION COULD UNCOVER PREVIOUSLY UNIDENTIFIED KARST FEATURES. IF DISCOVERED, THE CONTRACTOR SHALL HALT WORK AND CONTACT THE ENGINEER IMMEDIATELY.

FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS ARE ENCOUNTERED.

11/19/2012
CLASSIFIED SPECS / DETAILS
FOR POND LINER AND BERM

TRPEA F-312



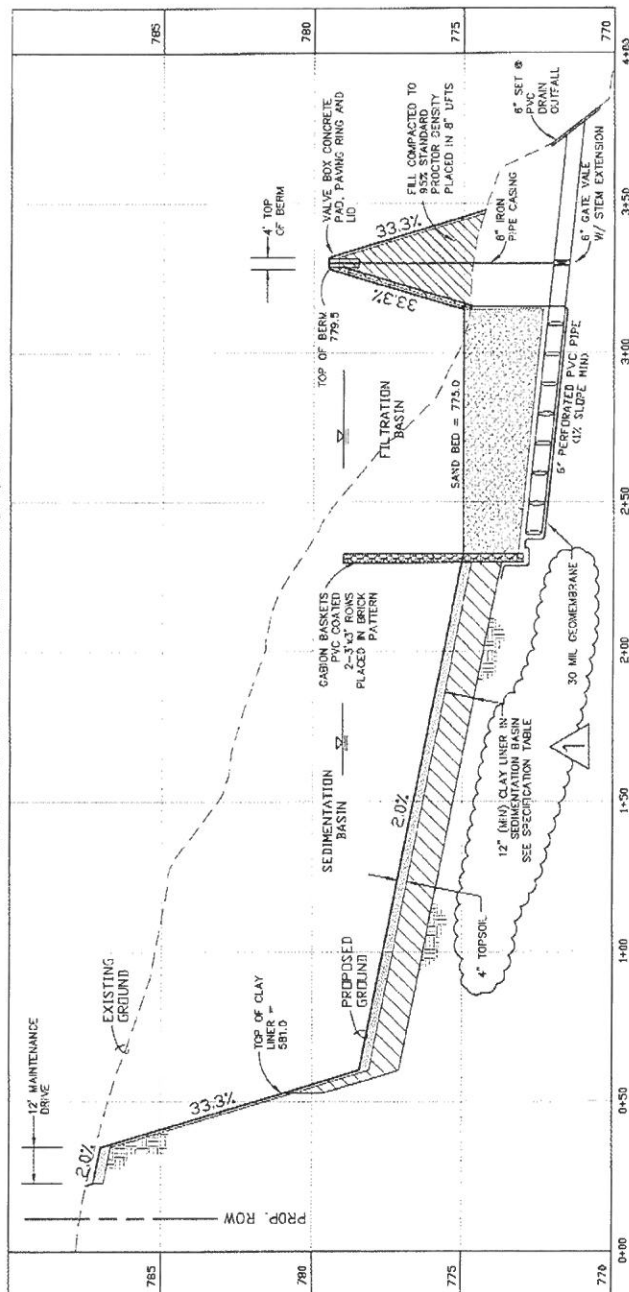
FORM 620 SAFETY IMPROVEMENTS

WATER QUALITY PLANS

GROUNDWATER MONITORING POND 'A' PROFILES

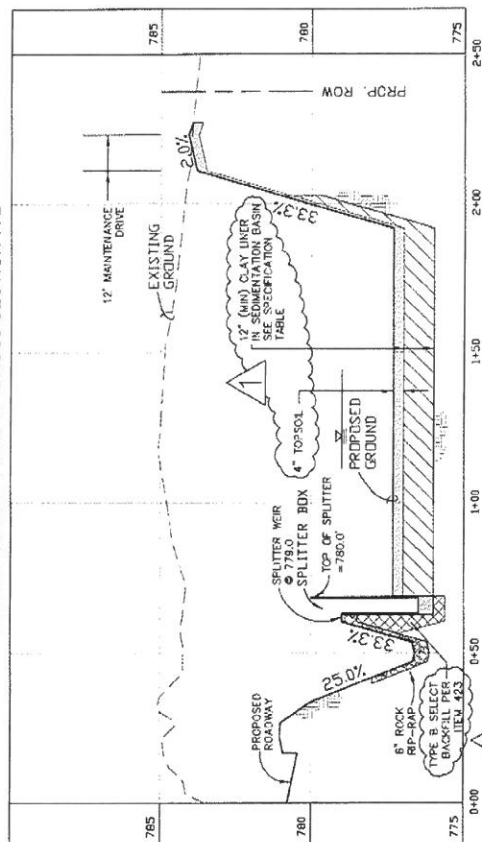
DEBEN	USGID	STATE	PRECINCT	PRECINCT NO
HA	04/2011	TEXAS	1	1218B00038
CRIME	AND	COUNTY		SHEET NO
UA	06871	WILLIAMSON		760

WATER QUALITY POND A - CROSS SECTION 'A-1'

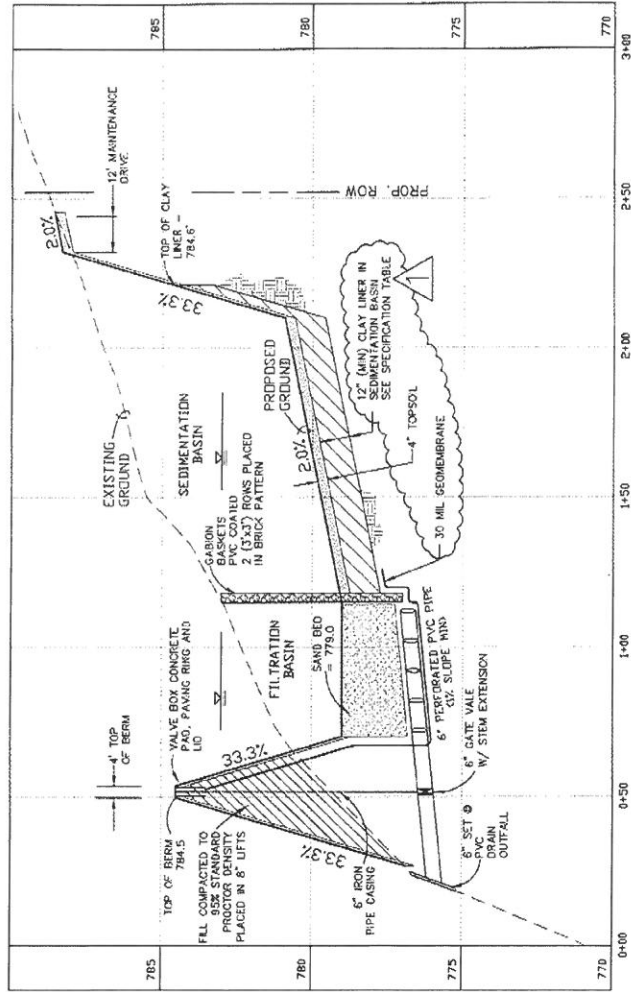


CLEAN FILL WITH A MINIMUM PLASTICITY INDEX OF 15 AND MEETING THE REQUIREMENTS OF ITEM 132 SHALL BE UTILIZED FOR ALL ENBAKMENT FILL REQUIRED FOR THE PERMETER BERMS OF

WATER QUALITY POND A - CROSS SECTION 'A-2'

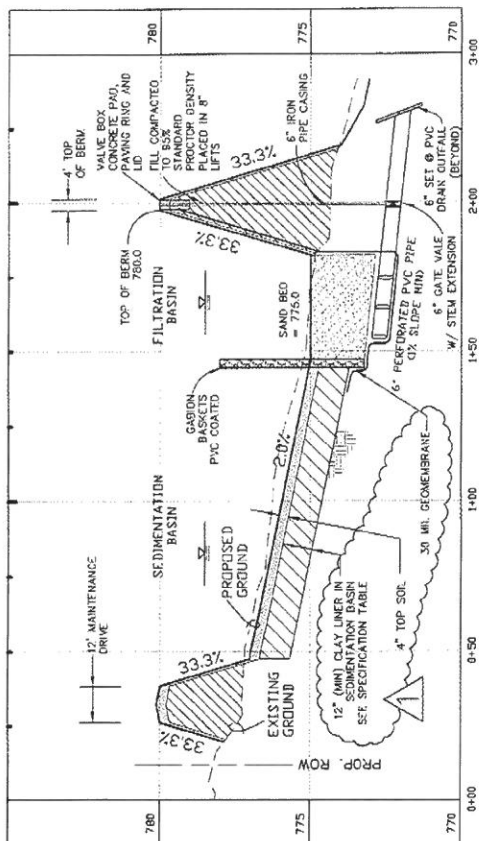
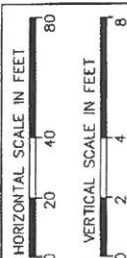


CLAY LINER SPECIFICATIONS				
PROPERTY	TEST METHOD	UNIT	SPECIFICATION	
PERMEABILITY	ASTM D-2434	CM/SEC	$\times 10^{-10}$	
FLEXURAL INDEX OF CLAY	ASTM D-423	%	≥ 15	
	D-424	%	≥ 30	
LIQUID LIMIT OF CLAY	ASTM D-2216	%	≥ 30	
CLAY PARTICLES PASSING	ASTM D-422	%	≥ 30	
CLAY COMPACTION	ASTM D-2216	%	BASE OF STANDARD PROCTOR	



CLAY LINER SPECIFICATIONS			
PROPERTY	TEST METHOD	UNIT	SPECIFICATION
PERMEABILITY	ASTM D-2434	CM/SEC	1×10^{-11}
PLASTICITY INDEX	ASTM D-423	%	≥ 15
LIQUID LIMIT & CL	ASTM D-424	%	≤ 20
LIQUID LIMIT OF CLAY	ASTM D-2216	%	≤ 20
CLAY PARTICLES PASSING	ASTM D-422	%	≥ 30
CLAY COMPACTION	ASTM D-2216	%	95% OF STANDARD PROCTOR

06/11/43	418/123	039	N
00008421	1	506/31	1102/40



CLEAN FILL WITH A MINIMUM PLASTICITY INDEX OF 15 AND MEETING THE REQUIREMENTS FOR ALL EMBANKMENT FILL REQUIREMENTS FOR THE PERMITS OF THE WATER QUALITY BOARD.

WITH CAVES IDENTIFIED IN THE AREA, CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS DURING EXCAVATION.

EXCAVATION COULD UNCOVER PREVIOUSLY UNIDENTIFIED KARST FEATURES. IF DISCOVERED, THE CONTRACTOR SHALL HALT WORK AND CONTACT THE ENGINEER IMMEDIATELY.

FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS ARE ENCOUNTERED

04/19/2012
DECLASSIFIED SP
FOR POND LICLARIFIED SPECS / DETAILS
FOR POND LINER AND BERMS

TRIPER 1.312

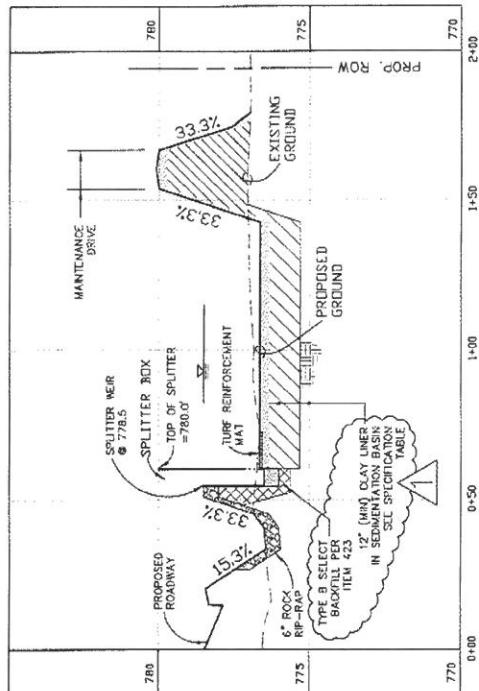


RM 620 SAFETY IMPROVEMENTS

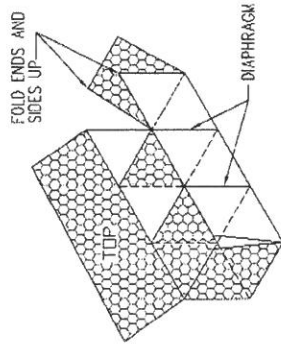
WATER QUALITY PLANS

POND 'C' PROFILES

PERSON	ISSUED	DATE	PARENT	PROJECT NO
HA	04/20/11	TEXAS	1	12F800036
PAWVA	A.O	COUNTY		30-EEF-MS
HA	26871	WILLIAMSON		273



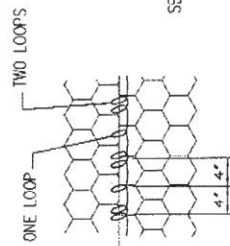
CLAY LAYER SPECIFICATIONS			
PROPERTY	TEST METHOD	UNIT	SPECIFICATION
PERMEABILITY	ASTM D-2434	CM/SEC	1×10^{-7}
PLASTICITY INDEX OF CLAY	ASTM D-423 & D-424	%	≥15
LIQUID LIMIT OF CLAY	ASTM D-2216	%	≥30
CLAY PARTICLES PASSING	ASTM D-422	%	≥50
CLAY COMPACTION	ASTM D-2216	%	95% OF STANDARD PROCTOR DENSITY



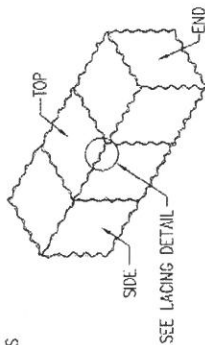
ASSEMBLY DETAIL
NTS

GABION NOTES

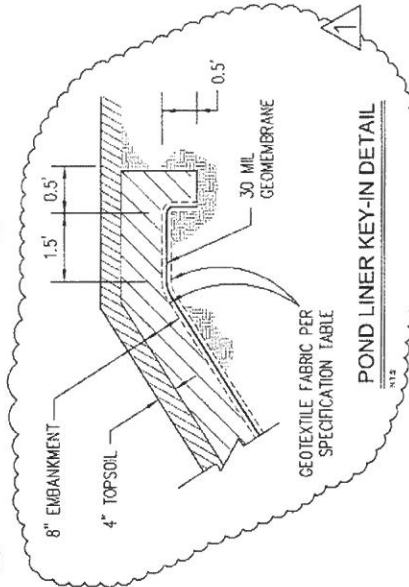
- 1) GABION BASKET MATERIAL SHALL BE GALVANIZED, PVC COATED AND BE DOUBLE-TWISTED HEXAGONAL MESH CONFORMING TO ASTM A 975-97. WELDED WIRE GABIONS SHALL NOT BE UTILIZED.
- 2) THE GABION JOINTS SHALL BE TIED TO BE NON-RAVELING IF CUT AND STRONGER THAN THE TENSILE STRENGTH OF THE WIRE MESH. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL GABION MATERIALS, BASKETS, WIRE AND JOINTS TO CONFIRM ADEQUACY OF DESIGN PRIOR TO INSTALLATION.



LACING DETAIL
NTS

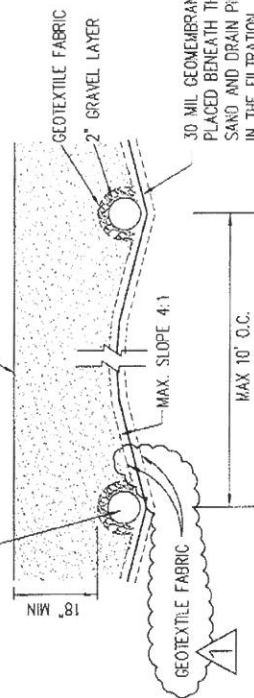


WIRE LACING DETAIL
NTS

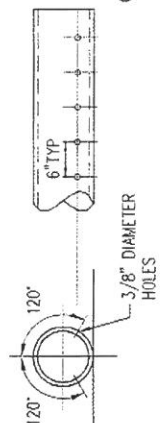


POND LINER KEY-IN DETAIL
NTS

PERFORATED 6" SCH 40
PVC W/ 2-3/8" DIA.
HOLES PER ROW AT 6"
SPACING. (SEE HOLE
PLACEMENT DETAIL)



SAND BED PROFILE
DETAIL
NTS

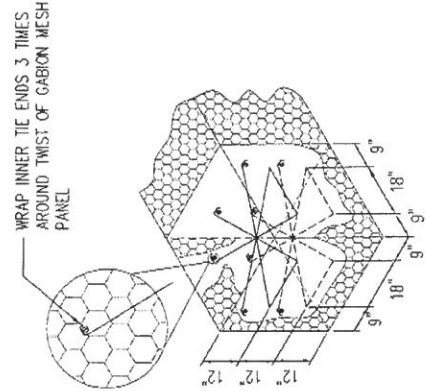


PERFORATED PVC HOLE
PLACEMENT DETAIL
NTS

Property	Test Method	Unit	Specification (min)
Unit Weight	ASTM D-155	oz/yd ²	8
Filtration Rate	ASTM D-751 *	in./sec	0.08
Puncture Strength	ASTM D-751 *	lb	125
Modulus Burst Strength	ASTM D-751 *	psi	400
Tensile Strength	ASTM D-1682	lb	200
Equip. Opening Size	US Standard Sieve	No.	80

*MODIFIED

GEOTEXTILE FABRIC SPECIFICATIONS
NTS



INNER TIE WIRE DETAILS
NTS

NOTE: OVERLAP GEOTEXTILE
FABRIC A MINIMUM OF 18"

11/19/2012
CLARIFIED SPECS / DETAILS
FOR POND LINER AND BERMS



1/1/2012



RM 620 SAFETY IMPROVEMENTS
WATER QUALITY PLANS
POND DETAILS - 1 OF 3

PROJECT NO.	2012 WILLIAMSON COUNTY
DATE	04/2011
DESIGNER	HA
CHECKED	HA
APPROVED	HA
SHEET NO.	274

Commissioners Court - Regular Session

28.

Meeting Date: 08/13/2013

SGC

Submitted For: Dan Gattis

Submitted By:

Rebecca Clemons, County
Judge

Department: County Judge

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss salary grievance committee recommendations and take appropriate action, if needed, on committee's recommendation.

Background

This item is regarding Local Government Code 152.016.

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/05/2013 04:50 PM

Form Started By: Rebecca Clemons

Started On: 08/05/2013 01:53 PM

Final Approval Date: 08/05/2013

Commissioners Court - Regular Session

29.

Meeting Date: 08/13/2013

elections pay

Submitted For: Dan Gattis

Submitted By:

Rebecca Clemons, County
Judge

Department: County Judge

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider approving an increase to the hourly flat fee rate for election workers.

Background

Since 2004, wages for election workers have remained as follows in Williamson County:

\$10 – Election Judges and Early Voting Supervisors

\$ 8 – Clerks and Alternate Judges

With the increasing demands that have been placed upon election workers and because we have conducted an election worker pay survey in similarly sized counties, Williamson County Elections Office is proposing to raise election worker pay rates to the following:

\$14 – Election Day Judges and Early Voting Supervisors

\$12 – Early Voting Alternate Supervisors and Clerks and Election Day Alternate Judges and Clerks

We need to attract and retain election workers. In addition, we need to send a message to the election workers that with their increasing responsibilities, they will see an increase in compensation.

Attachments

[elections](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 08/07/2013

Reviewed By

Wendy Coco

Date

08/07/2013 03:52 PM

Started On: 08/06/2013 08:36 AM

Williamson County Election Worker Pay Increase

1. Since 2004, wages for election workers have remained as follows in Williamson County:

\$10 – Election Judges and Early Voting Supervisors

\$ 8 – Clerks and Alternate Judges

With the increasing demands that have been placed upon election workers and because we have conducted an election worker pay survey in similarly sized counties, Williamson County Elections Office is proposing to raise election worker pay rates to the following:

\$14 – Election Day Judges and Early Voting Supervisors

\$12 – Early Voting Alternate Supervisors and Clerks and Election Day Alternate Judges and Clerks

We need to attract and retain election workers. In addition, we need to send a message to the election workers that with their increasing responsibilities, they will see an increase in compensation.

2. Commissioners' Court is the authority that sets election worker pay rates according to Section 32.093 of the Texas Election Code. These rates also affect the wages paid at Central Accumulation Station on election night, according to Sections 127.0005(d) and 127.006(d). As set forth in the Texas Election Code, the Central Accumulation Station presiding judge is entitled to a minimum of five hours' pay regardless of the amount of time worked. And further, a clerk who serves for the entire time the Central Accumulation Station is in operation, is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked.

Commissioners Court - Regular Session

30.

Meeting Date: 08/13/2013

CSCD CSR MOU Agreement with no increase for FY14

Submitted For: Steve Morrison

Submitted By:

Melissa Ramos, Adult
Probation

Department: Adult Probation

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider approving the renewal of the CSCD CSR Memorandum of Understanding with no increase for FY14.

Background

The CSR Memorandum of Understanding is a contract CSCD has with Williamson County, to help fund the CSR Director position in which many projects that are completed through the CSR Program benefit the County.

Attachments

CSCD CSR MOU

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 08/07/2013

Reviewed By

Wendy Coco

Date

08/07/2013 03:52 PM

Started On: 08/07/2013 12:15 PM



**WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**STEVE MORRISON
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2014, not to exceed \$30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2013, December 2013, March 2014 and June 2014.

Dan A. Gattis
County Judge
Williamson County, Texas

Steve Morrison,
Director
Williamson County CSCD

Date Signed:_____

Date Signed:_____

Commissioners Court - Regular Session

31.

Meeting Date: 08/13/2013

Renewal of CSCD Coop Agreement with no increase for FY14

Submitted For: Steve Morrison

Submitted By:

Melissa Ramos, Adult
Probation

Department: Adult Probation

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider approving the renewal of the CSCD Co-Op Agreement with no increase for FY14.

Background

The Co-Op Agreement is a contract CSCD has with Williamson County to fund the Pre-Trial Officer positions which maintain the supervised release of approved felons from the Williamson County Jail.

Attachments

Co-Op Pre-Trial MOU

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 08/07/2013

Reviewed By

Wendy Coco

Date

08/07/2013 03:52 PM

Started On: 08/07/2013 12:29 PM



**WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Pre-Trial Release Officer positions for the Williamson County CSCD for the fiscal year 2014, not to exceed \$164,285, in order to maintain the supervised release of approved felons from the Williamson County Jail.

Williamson County shall pay \$41,071.00 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #591, in the months of October 2013, December 2013, March 2014 and June 2014.

Dan A. Gattis
County Judge
Williamson County, Texas

Steve Morrison, Director
Williamson County CSCD

Date Signed: _____

Date Signed: _____

Meeting Date: 08/13/2013

Discuss and consider approving the Tax Collection Agreement between City of Coupland and the County of Williamson Texas

Submitted For: Deborah Hunt

Submitted By: Kathryn Morehouse, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider approving the Tax Collection Agreement between City of Coupland and the County of Williamson Texas.

Background

The three originals of the Tax Collection Agreement with the City of Coupland requires the County Judges signature including the resolution. Hard copies were sent via inter departmental mail to Judge Gattis for signature. The County Clerks signature is also required. Pages are marked for signatures. One original should be returned to the Tax Assessor Collector to mail to the entity requesting the agreement. The Tax Assessor Collector has signed the originals.

Attachments

City of Coupland

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathryn Morehouse

Final Approval Date: 08/05/2013

Reviewed By

Wendy Coco

Date

08/05/2013 11:22 AM

Started On: 08/05/2013 09:15 AM

THE STATE OF TEXAS

§
§
§

TAX COLLECTION AGREEMENT

COUNTY OF WILLIAMSON

WHEREAS, City of Coupland and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between City of Coupland, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the

County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20____.

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson



Deborah M. Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION



Jack Piper, Mayor

RESOLUTION NO. 2013-7-25-03

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, City of Coupland desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the City of Coupland finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF COUPLAND THAT:

The President of the City of Coupland is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the City Council of the City of Coupland on the 25th day of July, 2013.


Jack Piper, Mayor

ATTEST:


Secretary
Stewart Dale Spencer

Meeting Date: 08/13/2013

Low Income Repair Replacement and Retrofit Assistance Program LIRAP contact amendment

Submitted For: Gary Boyd

Submitted By:

Gary Boyd, Parks

Department: Parks

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on approval of contract amendment for the Low Income Repair, Replacement and Retrofit Assistance Program (LIRAP), AKA DriveACleanMachine Program or AirCheck Texas.

Background

The amendment to contract number 582-12-20269 returns funding to the county's DriveACleanMachine program to \$475,978.00 per annum for the biennium. It is for the period ending 8/31/2015.

The AirCheckTexas - Drive a Clean Machine Program is designed to help vehicle owners comply with vehicle emissions standards to reduce ozone-forming exhaust from on-road motor vehicles. It focuses on the highest emission vehicles and provides an incentive for citizens to contribute to the regional air quality solution.

Vehicle owners and their registered vehicles in Williamson County may be eligible for repair assistance up to \$600 for emission related repairs, if qualified, and if their vehicle fails the mandatory emissions inspection test. Up to \$3,500 (more commonly \$3,000) is available for replacement of vehicles that are ten years old or older and have passed both safety and emissions on the inspection test or meet other vehicle eligibility requirements. The income eligibility requirements for individuals and the program guidelines are found on the county's website under "AirCheck Texas."

Attachments

TCEQ contract

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

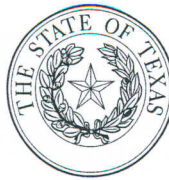
08/05/2013 11:22 AM

Form Started By: Gary Boyd

Started On: 08/02/2013 11:23 AM

Final Approval Date: 08/05/2013

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 16, 2012

Williamson County

Attn: Gary Boyd
350 Discovery Blvd
Cedar Park, Texas 78613

Re: Texas Commission on Environmental Quality (TCEQ) Executed Grant Contract Number
582-12-20269

Dear Mr. Gary Boyd:

Enclosed is an original executed contract for grant agreement **582-12-20269** with the Texas Commission on Environmental Quality. It is recommended that you keep this copy of the contract in a central file along with any future documents and other records pertaining to this project.

If you have any questions or need additional information, please do not hesitate to contact me at phone number (512) 239-2042 or via email at kmckee@tceq.state.tx.us.

Sincerely,

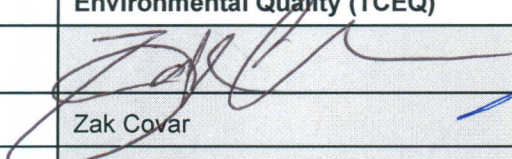
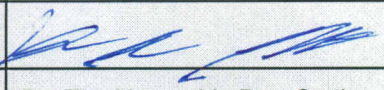
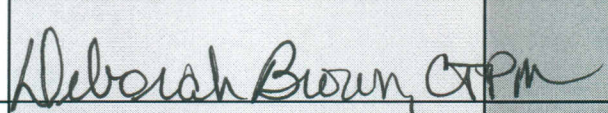
A handwritten signature in blue ink that reads "Kelly McKee".

Kelly McKee
Air Quality Planning Section

Enclosures: Contract
KM/km

Texas Commission on Environmental Quality

Intergovernmental Cooperative Reimbursement Contract
with
Federal, State and Local Governments and Agencies
CONTRACT SIGNATURE PAGE

Contract Number	582-12-20269	
Performing Party	Williamson County	
Contract Name	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program	
Vendor Identification No.	17460009784	
Maximum Statewide TCEQ Obligation: \$5,584,625.00	Effective Date: Date of last signature	Expiration Date: August 31, 2013
The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperation Act, and Texas Water Code §§ 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by TCEQ for its own convenience with 10 days written notice.		
Parties to the Contract:	Texas Commission on Environmental Quality (TCEQ)	Williamson County
By (Authorized Signature):		 12-22-12
Printed Name:	Zak Covar	By: The Honorable Dan Gattis
Title:	Deputy Executive Director	Williamson County Judge
Date of Signature:	2/8/12	
Procurement and Contracts Representative (Authorized Signature):		
Printed Name:	Deborah Brown	
Date:	2/10/12	

Intergovernmental Cooperative Reimbursement Contract CONTRACT DOCUMENTS	
The entire Contract between TCEQ and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.	
X	Contract Signature Page
X	Special Terms and Conditions
	Federal Section (Including Federal Conditions and Completed Forms)
X	Documents Created During the Contract: Work Orders/Proposal for Grant Activities. For umbrella contracts/grants, the following order takes precedence, with the most important first; all of which are subject to control by the latest amendment:
	Work Order / Proposal for Grant Activities
X	Notice to Proceed / Notice to Commence
	TCEQ Approved Work Plan/Grant Activity Description
X	Contract Activities (Scope of Work)
X	TCEQ - Approved Activity Plan / Performing Party Proposal
	Work Order Section
X	General Terms and Conditions
X	Contract Budget / Schedule of Fixed Cost for Reimbursement
X	Project Representatives and Records Location
X	Attachment A: Financial Status Report 20248 (Revised 08/2011)
	Attachment B:
	Attachment C:
	Attachment D:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Inter-Governmental Cooperative Reimbursement Contract
with
Federal, State and Local Governments and Agencies

CONTRACT ACTIVITIES

I. INTRODUCTION

The purpose of this Contract is to provide financial assistance to enable the Performing Party to conduct the Grant Activity efficiently with a minimum of expense, risk, and potential liability to the Performing Party.

II. DESCRIPTION OF ACTIVITIES

The Performing Party agrees to perform, in accordance with this Contract and other Contract Documents, the activity generally described as: Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), also known as the AirCheckTexas Drive a Clean Machine Program. The LIRAP Activities to be conducted by the Performing Party within its boundaries are described in Chapter 382, Texas Health and Safety Code and the Rules of the TCEQ at 30 Texas Administrative Code (TAC) Chapter 114 Subchapters A and C (specifically, Sections 30 TAC sections 114.7, 114.60, 114.62, 114.64, 114.66, 114.68, 114.70, and 114.72). The LIRAP Activities may be further described in other Contract Documents.

The LIRAP Activities specifically include:

Payments necessary for repairs to bring vehicles into emissions compliance.

Payments for replacement vehicles when existing vehicles are retired.

Administration of the Performing Party's LIRAP program.

Unless otherwise provided in this Contract or authorized in writing by the TCEQ, the Performing Party must submit a written Activity Plan for the conduct of the Work of this Contract. The Performing Party must obtain the TCEQ's written approval in a Notice to Proceed, in order for the costs to be eligible for reimbursement. The Activity Plan may be amended by written agreement of the Parties without amending this Contract.

III. SCOPE OF WORK

1. Applicability for LIRAP

- (a) The provisions of these requirements provide the minimum requirements for the Performing Party's implementation of LIRAP and apply to counties that implement a vehicle emissions inspection program and have elected to implement LIRAP under this contract.
- (b) To be eligible for assistance under this division, vehicles must be subject to 30 TAC Section 114.50(a)
- (c) LIRAP does not apply to a vehicle that is a:
 - (1) fleet vehicle;
 - (2) commercial vehicle;
 - (3) vehicle owned or leased by a governmental entity;
 - (4) vehicle registered as a classic motor vehicle as defined by Transportation Code, Section 502.274;

- (5) vehicle registered as an exhibition vehicle, including antique or military vehicles, as defined by Transportation Code, Section 502.275; or
- (6) vehicle not regularly used for transportation during the normal course of daily activities.
- (d) The Performing Party must ensure that owners of vehicles under subsection (c) of this section do not receive monetary or compensatory assistance under LIRAP.

2. LIRAP Funding

- (a) The TCEQ shall provide funding for LIRAP with available funds from Inspection and Maintenance Fees or other designated and available funds.
- (b) The Performing Party's program shall be administered in accordance with Texas Government Code, Chapter 783. Programmatic costs may include call-center management, application oversight, invoice analysis, education, outreach, and advertising.
- (c) The Performing Party shall receive, to the extent practicable, appropriated funding in reasonable proportion to the amount of fees collected in the Performing Party's territorial jurisdiction from emissions testing fees designated by TCEQ.
- (d) The Performing Party may not use more than ten percent (10%) of the money provided for LIRAP for administration of the program.
- (e) For subgrants or subcontracts performed by a Regional Planning Commission or Council of Governments, Performing Party shall limit the indirect rate charged by the COG to 15%.

3. LIRAP Requirements

- (a) The Performing Party agrees that it has, through its county commissioner's court, requested to implement LIRAP and the purpose of this grant contract is to implement that request.
 - (1) This grant contract provides conditions, requirements, and projected funding allowances for the implementation of LIRAP.
 - (2) The Performing Party may contract with an entity approved by the TCEQ for services necessary to implement LIRAP. The Performing Party or its designated entity (also referred to herein as subcontractor) shall demonstrate to the TCEQ that, at a minimum, the Performing Party or its designated entity has provided for appropriate measures for determining applicant eligibility and repair effectiveness and ensuring against fraud.
 - (3) The Performing Party shall remain obligated as the contractual party to this Contract even if the Performing Party contracts with another entity to administer LIRAP within the boundaries of the Performing Party's program area.
 - (4) If the Performing Party contracts with another entity to administer LIRAP within the boundaries of the Performing Party's program area, Performing Party shall ensure that the requirements of this Agreement flow down to that entity, and that the Agreement with that entity contains provisions ensuring that the Performing Party can account for the amount of funding expended in the Performing Party's program area and require prior approval before any funding is transferred to another area and documentation of such transfer.

- (b) **Repair and retrofit assistance.** The Performing Party's LIRAP must provide for monetary or other compensatory assistance to eligible vehicle owners for repairs directly related to bringing certain vehicles that have failed a required emissions test into compliance with emissions requirements or for installing retrofit equipment on vehicles that have failed a required emissions test, if practically and economically feasible, in lieu of or in combination with repairs performed to bring a vehicle into compliance with emissions requirements. Vehicles under LIRAP must be repaired or retrofitted at a recognized emissions repair facility. To determine eligibility, the Performing Party or its designated subcontractor shall make applications available for LIRAP participants. The application, at a minimum, must require the vehicle owner to demonstrate that:
- (1) the vehicle has failed a vehicle emissions test within 30 days of application submittal;
 - (2) the vehicle can be driven under its own power to the emissions inspection station or vehicle retirement facility;
 - (3) the vehicle is currently registered in and has been registered in the applicable program area for the 12 of the 15 months immediately preceding the application for assistance;
 - (4) the vehicle has passed the safety portion of the Texas Department of Public Safety (DPS) motor vehicle safety and emissions inspection as recorded in the Vehicle Inspection Report (VIR), or provide assurance that actions will be taken to bring the vehicle into compliance with safety requirements;
 - (5) the vehicle owner's net family income is at or below three hundred percent (300%) of the federal poverty level; and
 - (6) any other requirements of the Performing Party or the TCEQ are met.
- (c) **Accelerated vehicle retirement.** LIRAP must provide monetary or other compensatory assistance to eligible vehicle owners to be used toward the purchase of a replacement vehicle.
- (1) To determine eligibility, the Performing Party or its subcontractor shall make applications available for LIRAP participants. The application, at a minimum, must require the vehicle owner to demonstrate that:
 - (A) the vehicle meets the requirements under (b) (1) - (3) and (5) of Section 3 of the Scope of Work;
 - (B) the vehicle has passed a DPS motor vehicle safety or safety and emissions inspection within 15 months prior to application submittal; and
 - (C) any other requirements of the Performing Party or the TCEQ are met.
 - (2) Eligible vehicle owners of pre-1996 model year vehicles that pass the required United States Environmental Protection Agency (EPA) Start-Up Acceleration Simulation Mode (ASM) standards emissions test, but would have failed the EPA Final ASM standards emissions test, or some other criteria determined by the commission, may be eligible for accelerated vehicle retirement and replacement compensation under this section.

- (3) Notwithstanding the vehicle requirement provided under (b) (1) of Section 3 of the Scope of Work, an eligible vehicle owner of a vehicle that is gasoline powered and is at least 10 years old as determined from the current calendar year (i.e., 2007 minus 10 years equals 1997) and meets the requirements under (b) (2), (3), and (5) of Section 3 of the Scope of Work, may be eligible for accelerated vehicle retirement and compensation.
- (4) Replacement vehicles must:
 - (A) be in a class or category of vehicles that has been certified to meet federal Tier 2, Bin 5 or cleaner Bin certification under 40 Code of Federal Regulations §86.1811-04, as published in the February 10, 2000, *Federal Register* (65 FedReg 6698);
 - (B) have a gross vehicle weight rating of less than 10,000 pounds;
 - (C) have an odometer reading of not more than 70,000 miles;
 - (D) for vehicles compensated under Section 3(d)(1)(B)(i) and (ii) of the Scope of Work, be a vehicle the total cost of which does not exceed \$35,000;
 - (E) for vehicles compensated under Section 3(d)(1)(B)(iii) and (iv) of the Scope of Work, be a vehicle the total cost of which does not exceed \$45,000; and
 - (F) have a current DPS motor vehicle safety and emissions inspection.
- (d) **Compensation.** The Performing Party shall determine eligibility and approve or deny the application promptly. If the requirements of (b) or (c) of Section 3 of the Scope of Work are met and based on available funding, the Performing Party shall authorize monetary or other compensations to the authorized repair facility or participating automobile dealership for repair/replacement on behalf of the eligible vehicle owner.
 - (1) Compensations must be:
 - (A) no more than \$600 and no less than \$30 per vehicle to be used for emissions-related repairs or retrofits performed at recognized emissions repair facilities, including diagnostics tests performed on the vehicle; or
 - (B) based on vehicle type and model year of a replacement vehicle for the accelerated retirement of a vehicle meeting the requirements under this subsection. Only one retirement compensation can be used toward one replacement vehicle annually per applicant. The maximum amount toward a replacement vehicle must not exceed:
 - (i) \$3,000 for a replacement car of the current model year or previous three model years, except as provided by clause (iii) and (iv) of this subparagraph;
 - (ii) \$3,000 for a replacement truck of the current model year or the previous two model years, except as provided by clause (iii) and (iv) of this subparagraph;
 - (iii) \$3,500 for a replacement hybrid vehicle, electric vehicle, or natural gas vehicle of the current model year or the previous three model years;

- (iv) \$3,500 for vehicle of the current model year or previous three model years that has been certified to meet federal Tier 2, Bin 3 or a cleaner Bin certification under 40 C.F.R. Section 86.1811-04, as published in the February 10, 2000, Federal Register.
- (2) Vehicle owners shall be responsible for paying the first \$30 of emissions-related repairs or retrofit costs that may include diagnostics tests performed on the vehicle.
- (3) For accelerated vehicle retirement, provided that the compensation levels listed in (d)(1)(B) of Section 3 of the Scope of Work are met and minimum eligibility requirements under (c) of Section 3 of the Scope of Work are met, the Performing Party may set a specific level of compensation or implement a level of compensation schedule that allows flexibility. The following criteria may be used for determining the amount of financial assistance:
 - (A) model year of the vehicle;
 - (B) miles registered on the vehicle's odometer;
 - (C) fair market value of the vehicle;
 - (D) estimated cost of emissions-related repairs necessary to bring the vehicle into compliance with emissions standards;
 - (E) amount of money the vehicle owner has already spent to bring the vehicle into compliance, excluding the cost of the vehicle emissions inspection; and
 - (F) vehicle owner's income.
- (e) **Reimbursement for repairs and retrofits.** The Performing Party shall reimburse the appropriate recognized emissions repair facility for approved repairs and retrofits within 30 calendar days of receiving an invoice that meets the requirements of the Performing Party or its subcontractor. Repaired or retrofitted vehicles must pass a DPS safety and emissions inspection before the recognized emissions repair facility is reimbursed. In the event that the vehicle does not pass the emissions retest after diagnosed repairs are performed, the Performing Party has the discretion, on a case-by-case basis, to make payment for diagnosed emissions repair work performed.
- (f) **Reimbursements for replacements.** The Performing Party shall ensure that funds are transferred to a participating automobile dealership no later than ten business days after the Performing Party receives proof of the sale, proof of transfer to a dismantler, and any administrative documents that meet the requirements of the Performing Party or its subcontractor or other reasonable time in accordance with the Opinion GA 0624 of the Attorney General of Texas relating to LIRAP in Williamson County, Texas. A list of all administrative documents must be included in the agreements that are entered into by the Performing Party or its subcontractor and the participating automobile dealerships; however, the performing party or its subcontractor may request additional documentation as needed.
 - (1) The Performing Party shall provide an electronic means for distributing replacement funds to a participating automobile dealership once all program criteria have been met. The replacement funds may be used as a down payment toward the purchase of a replacement vehicle. Participating

automobile dealers shall be located in the State of Texas. Participation in LIRAP by an automobile dealer is voluntary.

- (2) The Performing Party shall develop a document for confirming a person's eligibility for purchasing a replacement vehicle and for tracking such purchase.
 - (A) The document must include at a minimum, the full name of applicant, the vehicle identification number of the retired vehicle, expiration date of the document, the program administrator's contact information, and the amount of money available to the participating vehicle owner.
 - (B) The document must be presented to a participating dealer by the person seeking to purchase a replacement vehicle before entering into negotiations for a replacement vehicle.
 - (C) A participating dealer who relies on the document issued by the Performing Party has no duty to confirm the eligibility of the person purchasing a replacement vehicle in the manner provided by Section 3 of the Scope of Work.

4. Disposition of Retired Vehicle.

- (a) Vehicles retired under LIRAP may not be resold or reused in their entirety in this or another state. Any dismantling of vehicles or salvaging of steel under this section must be performed at a facility located in the State of Texas.
- (b) The vehicle must be:
 - (1) destroyed;
 - (2) recycled;
 - (3) dismantled and its parts sold as used parts or used in LIRAP;
 - (4) placed in a storage facility and subsequently destroyed, recycled, or dismantled within 12 months of the vehicle retirement date and its parts sold or used in LIRAP; or
 - (5) repaired, brought into compliance, and used as a replacement vehicle under this division. Not more than ten percent (10%) of all vehicles eligible for retirement may be used as replacement vehicles.
- (c) Notwithstanding subsection (b) of this section, the dismantler of a vehicle shall destroy the emissions control equipment and engine, certify those parts have been destroyed and not resold into the market place. The dismantler shall remove any mercury switches and shall comply with state and federal laws applicable to the management of those mercury switches.
- (d) The dismantler shall provide certification that the vehicle has been destroyed to the Performing Party or its subcontractor.
- (e) The dismantler shall provide the residual scrap metal of a retired vehicle under this section to a recycling facility at no cost, except for the cost of transportation of the residual scrap metal to the recycling facility.

5. Emission Reduction Credits.

- (a) Emission Reduction Credits Available Under LIRAP. The Performing Party may allow private, commercial, and business entities to provide monetary assistance towards LIRAP. To the extent allowed under state and federal law, private, commercial, and business entities may purchase eligible vehicles under Title 30 TAC 114.64(c) of the Rules of the TCEQ (relating to LIRAP Requirements) for accelerated retirement as

approved by the Performing Party, and may have up to 100% of the emission reductions certified as emission credits. This emission reduction credit may be transferred or used by the holder in accordance with Title 30 TAC Chapter 101, Subchapter H, Division 1 or 4 of the Rules of the TCEQ (relating to Emission Credit Banking and Trading; and Discrete Emission Credit Banking and Trading).

- (b) Emission Reduction Credits Available for Vehicles Not Covered Under LIRAP. To the extent allowed under state and federal law, a fleet vehicle, a government owned or leased vehicle, or a commercial vehicle may be retired and may have up to 100% of the emission reductions certified as emission credits.
- (c) Other Requirements. Emission reduction credits under subsection (a) or (b) of this section must meet the requirements of Chapter 101, Subchapter H, Division 1 or 4 of Title 30 TAC.

6. Records, Audits, and Enforcement.

- (a) The Performing Party shall submit quarterly audit reports to ensure that the funds provided to implement LIRAP have been used in accordance with requirements of this division. The quarterly reports (September - November, December - February, March - May, June - August) must be transmitted to the TCEQ in a format to be determined by mutual agreement between the state and the Performing Party no later than 30 days after the end of the quarter.
- (b) At a minimum, the quarterly reports must include the following:
 - (1) name of the Performing Party's department or subcontractor implementing the program and their mailing address;
 - (2) name of the official representative of the Performing Party's department or subcontractor;
 - (3) amount of funds received during the reporting period;
 - (4) amount distributed for repair assistance, retrofitting, accelerated retirement, and administrative costs;
 - (5) information regarding the recognized emissions repair facilities and vehicle retirement facilities participating in the LIRAP, including the number of approved assistance transactions, the amount of each transaction, and the total amounts paid to each facility;
 - (6) pending amount of funds that must be paid out;
 - (7) information for each vehicle participating in program, including:
 - (A) vehicle identification number (VIN);
 - (B) vehicle license plate number;
 - (C) name and business address of the Texas Department of Public Safety recognized emissions repair facility or vehicle retirement facility; and
 - (D) date of vehicle repair, retrofit, or retirement; and
 - (8) information for each replacement vehicle including:
 - (A) vehicle identification number (VIN);
 - (B) make of vehicle;

- (C) model year;
 - (D) odometer reading;
 - (E) name and business address of seller; and
- (9) any other information requested by the TCEQ.
- (c) Records on LIRAP must be maintained for a minimum period of three years by the Performing Party. The Performing Party will require subcontractors, participating recognized emissions repair facilities, and participating vehicle retirement facilities through written contracts to maintain records of LIRAP for a minimum period of three years. Such records must be available upon request by TCEQ for auditing purposes.
- (d) The Performing Party shall allow the TCEQ to conduct audits and inspections. The Performing Party shall require its subcontractors, participating recognized emissions repair facilities, and a participating vehicle retirement facilities, through written contracts to allow the TCEQ to conduct audits and inspections.

SPECIAL TERMS AND CONDITIONS

1. These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the General Terms and Conditions set forth in this Contract.
2. Regional/Statewide Funding. The Maximum TCEQ Obligation listed on the Signature Page represents the amount of funds available on a regional or statewide basis. The individual allocation will be communicated to the Performing Party in writing. This amount will be included in the Activity Plan and may be amended by written agreement of the Parties without amending this contract.
3. Amount of Grant. In accordance with TCEQ Rider 31 of House Bill 1 of the 82nd Legislature, the amount of funds to be provided to all eligible counties for the LIRAP program must not exceed the amount of \$5,584,625.00 in each fiscal year 2012 and 2013, and amounts to be determined by the 83rd Texas Legislature (regular session) in fiscal years 2014 and 2015, contingent on receipt of designated fee revenues sufficient for this purpose. Therefore, no payment will be made by the TCEQ pursuant to this Contract which causes the funds limitation to be exceeded.

Period of Funds Availability. TCEQ may encumber grant monies collected in a fiscal year and disburse that grant money to the Performing Party (on an as needed basis as determined by TCEQ) within a period of two (2) fiscal years after that encumbrance. After this time, any balance unpaid to the Performing Party shall be lost due to the TCEQ appropriation authority. Grant money appropriated for TCEQ in a fiscal year may be spent by the Performing Party in that fiscal year and for two (2) fiscal years after the year of appropriation.

4. Advance Payment. The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of LIRAP Activities.
 - 4.1. By paying advance payments the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the PERFORMING PARTY and may also audit the PERFORMING PARTY'S performance as to any Contract Activity and any other Contract requirement.
 - 4.2. Advance Payments are conditioned on the approval of the FSR. If the FSR does not demonstrate PERFORMING PARTY has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.
5. Administrative Costs. TCEQ may provide in advance of incurring costs, the amount allocated for costs of administration in the Performing Party's total annual budget in the LIRAP Activity Plan approved by TCEQ. The amount provided for administrative costs must not exceed ten percent (10%) of that total annual budget.
6. Cost Reimbursement. In accordance with the Appropriations Act, TCEQ will provide funding by reimbursing the Performing Party's costs of conducting the LIRAP Activities which are eligible for reimbursement. The TCEQ is responsible to the Texas Legislature and other state agencies to determine whether costs are eligible for reimbursement. Therefore, TCEQ will review the costs of the LIRAP Activities to determine eligibility for reimbursement under the terms of the Contract Documents.
7. Eligible Costs. An eligible cost is a cost of conducting the LIRAP Activities as eligible for reimbursement under the Contract Documents. A payment of funding by the TCEQ, whether in advance of incurring costs or otherwise, does not constitute a TCEQ determination that a cost is eligible for reimbursement.
8. Source of Funds--State. State funds provided for this Contract are appropriated to TCEQ for this purpose under the Appropriations Act (House Bill 1) of the 82nd Texas Legislature at Article VI, TCEQ rider 31.

9. Period of Eligible Costs. In order to be eligible for a reimbursement, costs must occur on or after the Effective Date and on or before any Termination Date. Costs for a LIRAP Activity completed as required are presumed to have occurred during the term of this Contract.
10. TCEQ will pay to the Performing Party funds equal to all eligible Costs incurred by the Performing Party and expended in accordance with the budget approved by the TCEQ, provided that such amounts do not exceed the amount of all designated fees collected between September 1, 2011 and the termination of this Contract within the Performing Party's jurisdiction or, if some eligible counties in a region do not participate, then the amount collected within the region.
11. The TCEQ will authorize reimbursement of the costs of the Performing Party when the Performing Party is in compliance with the requirements of the Contract Documents, the costs are eligible, and appropriated funds are available. Without limitation, none of the following in itself constitutes an entitlement to funds or a guarantee of payment:
 - 11.1. An estimate or determination of the amount of designated fees available for reimbursement.
 - 11.2. Approval of a LIRAP Activity Plan including the budget.
 - 11.3. A payment; regardless of whether paid in advance of incurring a cost or afterwards.
12. In order for costs to be eligible for reimbursement:
 - 12.1. The Performing Party must demonstrate that it has conducted the Grant Activities and other requirements in accordance with the Contract Documents and that the costs are eligible for reimbursement; and
 - 12.2. Costs must be determined to be the reasonable, necessary, actual, and allowable costs of conducting an approved Grant Activity in accordance with the requirements of the Contract Documents.
13. In order for TCEQ to determine eligibility of costs, the Performing Party must submit to the TCEQ the following on a quarterly basis within 30 days after the end of the term of the quarter represented in the report:
 - 13.1. A Financial Status Report on a form in paper copies and in an electronic database format provided by TCEQ detailing all costs of conducting the Grant Activity incurred during the previous reporting period.
 - 13.2. Supporting documentation for costs attached to the Financial Status Report.
14. The Performing Party must comply with the current TCEQ Financial Status Report processing procedures in effect at the time of submittal. The TCEQ may change or add requirements for processing.
15. The final request for reimbursement shall include a financial status report and a signed release of claims. The release of claims shall be subject to payment of the final request.
16. In addition to the requirements specified in the Contract Documents, the standards for costs to be eligible for reimbursement include those contained in the following, to the extent applicable:
 - 16.1. The Uniform Grant and Contract Management Act, Section 783.001 et seq. Texas Government Code; The Uniform Grant Management Standards for State Agencies, 1 Texas Administrative Code, Section 5.141 et seq. (UGMS) (allowable costs standards and requirements for grantees);
 - 16.2. Appropriations Act of the 82nd Texas Legislature Article IX, (Grant-Making Provisions);
 - 16.3. Chapter 2261, Texas Government Code (pertaining to cost reimbursement contracts);

- 16.4. Chapter 391 Local Government Code if a sub-grantee or recipient of funds is an entity defined as a Regional Planning Council or Council of Governments, (pertaining to costs for entities defined as Regional Planning Councils);
 - 16.5. Texas Government Code Section 556.0055 (pertaining to lobbying);
 - 16.6. TCEQ Allowable Expenditure Guidelines (pertaining to allowable costs for cost reimbursement contracts and grants);
 - 16.7. 30 TAC Chapter 11 (pertaining to TCEQ contracts) and 30 TAC Chapter 14 (pertaining to grants);
 - 16.8. Other applicable Federal and State rules and statutes;
 - 16.9. Chapter 382, Texas Health and Safety Code and implementation rules of the TCEQ at 30 Texas Administrative Code Chapter 114 Subchapters A and C (pertaining to the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program);
 - 16.10. Appropriations Act of the 82nd Texas Legislature at Article VI, TCEQ Rider 31 (appropriation for LIRAP program);
17. The Performing Party agrees that TCEQ may offset any payments for costs ineligible for reimbursement against any other payment to the Performing Party contemplated by the Contract Documents.
 18. Program Income. Funds generated through the use of grant funding, including interest, rebates, fees, and credits, shall be treated as additional grant funds in accordance with UGMS, Article III, Subpart C ____25(g)(2), and shall be expended in accordance with the requirements of this Contract.
 19. No intent to create intellectual property. TCEQ anticipates that performance of the Contract Activities will not require the creation of intellectual property. Accordingly, Section 14.2 of the General Terms and Conditions of this Contract will not be applicable. If the Performing Party at any time determines that the Contract Activities will require creation of intellectual property, including new works incorporating preexisting intellectual property, the Performing Party immediately notifies the TCEQ and will not undertake such activity unless TCEQ provides written authority to proceed.
 20. This provision replaces Section 6.3 of the General Terms and Conditions in its entirety:
 - 6.3 Travel, Other Costs. Costs for travel outside of regularly scheduled Contract activities, including travel outside of the Performing Party or their subcontractor's territorial jurisdiction, must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD.

- 1.1 **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2 **Renewal and Extension Period.** The Contract may be extended by notice of TCEQ beyond expiration of a Contract Period for up to 90 days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.
- 1.2.1 This Contract is not subject to competitive procurement or grant regulations, and may be amended for Renewal as needed.

2. DEFINITIONS.

- 2.1 "Include." The word "include" and all forms such as "including" mean "including but not limited to" in the contract and in documents issued in accordance with the contract, such as Work Orders (or Proposals for Grant Activities).

3. AUTHORIZATION.

The Performing Party must obtain a written Notice to Proceed from the TCEQ Contract Manager to start activities. Any performance of the activities prior to the Notice to Proceed is not reimbursable. At its option, TCEQ may issue a limited Notice to Proceed to authorize reimbursement for a portion of the activities.

4. FUNDS.

- 4.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.
- 4.1.1 Performing Party will ensure that Article 4.1 is included in any subcontract it awards.
- 4.2 **Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.
- 4.3 **Grants.** If this Contract was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

5. ALLOWABLE COSTS.

- 5.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.
- 5.2 **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of April 22, 2010, is <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc>.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. TCEQ Allowable Expenditures Guidelines provide

additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

6. REIMBURSEMENT.

- 6.1 **Reimbursement Request Deadline.** Performing Party shall submit all requests for payment to TCEQ prior to July 15 of the second fiscal year following the fiscal year, for which the appropriation is made.
- 6.2 **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to TCEQ's reimbursement requirements.
- 6.3 **Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
- 6.4 **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
- 6.5 **Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other TCEQ remedy.

7. FINANCIAL RECORDS, ACCESS, AND AUDITS.

- 7.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 7.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of three years beyond the expiration or earlier termination of this Contract, and three years after the end of any litigation or claims process, including appeals.

8. INDIRECT COST RATE.

- 8.1 **Authority for Indirect Cost Rates.** The Performing Party shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.
- 8.2 **Indirect Cost Rate of Contract Activities.** The cost of services provided to TCEQ by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the

budget. A standard indirect cost allowance equal to ten percent (10%) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity.

9. AMENDMENTS.

Changes to the Contract are only effective by a written amendment, signed and agreed to by the Parties.

10. CONTRACT INTERPRETATION.

- 10.1 **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 10.2 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 10.3 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

11. PERFORMING PARTY'S RESPONSIBILITIES.

- 11.1 **Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 11.2 **Independent Contractor.** Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party. The parties agree that the Performing Party is an independent contractor.
- 11.3 **Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 11.4 **No Third-Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

12. PERFORMING PARTY PERFORMANCE EVALUATION.

Performance evaluations are a part of the TCEQ review of Performing Party and may be a factor in the selection of future contracts. TCEQ may provide this information to state agencies and, upon request, to others. Performing Party consents to the disclosure of any information or opinion contained in the evaluations.

13. CONFLICT OF INTEREST.

The Performing Party shall timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

14. INTELLECTUAL PROPERTY.

- 14.1 **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Scope of Work, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 14.2 **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

15. TIME DELAYS.

- 15.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 15.2 **Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

16. TERMINATION.

- 16.1 **Termination for Cause.** TCEQ may, upon 10 days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 16.2 **Termination for Convenience.** TCEQ may, upon 10 days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 16.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of the TCEQ.

17. INSURANCE AND INDEMNIFICATION.

- 17.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 17.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

18. DISPUTES, CLAIMS, REMEDIES.

- 18.1 **Payment not a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.
- 18.2 **Schedule of Remedies available to the TCEQ.** In accordance with Chapter 2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, TCEQ may:
- 18.2.1 Issue notice of nonconforming performance;
 - 18.2.2 Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 18.2.3 Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 18.2.4 Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 18.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 18.2.6 Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 18.3 **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 18.4 **Cumulative Remedies.** Rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

19. SOVEREIGN IMMUNITY.

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

20. MISCELLANEOUS.

- 20.1 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 20.2 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County.
- 20.3 **Publication.** Performing Party agrees to notify TCEQ five days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 20.4 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 20.5 TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 20.6 **Survival of Obligations.** Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract will survive for four years beyond the termination or completion of the Contract; or after the end of a proceeding which was brought under the contract or if TCEQ has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a TCEQ notice to the Performing Party.
- 20.7 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 20.8 **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 20.9 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 20.10 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 TAC 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

CONTRACT BUDGET FOR ACTUAL COST REIMBURSEMENT

ARTICLE 22.1 BUDGET. (See Attachment B)

1. Authorized budgeted expenditures for Work Performed are as follows:

Budget Item	Cost for Work to be Performed
Personnel/Salary	\$ 0
Fringe Benefits	\$ 0
Travel	\$ 0
Supplies	\$ 0
Equipment	\$ 0
Contractual	\$ 0
Construction	\$ 0
Other	\$ 0
Indirect Costs	\$ 0
TOTAL	

ARTICLE 22.2 NEGOTIATED PREDETERMINED INDIRECT COST RATE.

TCEQ and the Performing Party may negotiate a predetermined indirect cost rate for the term of the contract where the cost experience and other pertinent facts available are deemed sufficient to enable the contracting parties to reach an informed judgment (1) as to the probable level of indirect costs in the Performing Party's programs during the term of the contract, covered by the negotiated rate, and (2) the amount allowable under that predetermined rate would not exceed the actual indirect costs.

The audited indirect rate of the Performing Party for this contract is N/A % of [Personnel/Salary or total direct costs]. If the Contract does not have an audited indirect rate, Performing Party shall conduct an indirect rate audit for a one-year period within two years of contract signature. When Performing Party has a federal cognizant agency or a state coordinating agency, the Performing Party must submit the indirect rate approved by the federal cognizant agency or state coordinating agency within the past 24 months as the provisional indirect rate. If the audited rate is determined to be in excess of the rate paid by TCEQ, because it may not be feasible for TCEQ to provide additional funding after the audited rate is finalized, the parties agree that that amount will be considered to be a contribution to the project by the performing party.

ARTICLE 22.3 BUDGET CONTROL AND TRANSFERS.

Cumulative transfers among the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Budgeted amount.

ARTICLE 22.4 SUBMITTAL OF PAYMENT REQUESTS.

Unless otherwise stipulated in the Contract, payment requests must be submitted at monthly intervals.

Note: Invoices shall be submitted no later than the last working day in August for each year that is to be invoiced, unless a later time is otherwise approved in writing by TCEQ.

SCHEDULE OF FIXED COSTS FOR REIMBURSEMENT

ARTICLE 22.1 COSTS.

Payment for required Contract Activities performed under this Contract will be based on the following fixed cost(s):

[illegible]

ARTICLE 22.2 ESTIMATES.

The parties agree that this budget is the nearest practicable estimate of the actual cost.

ARTICLE 22.3 SUBMITTAL OF PAYMENT REQUESTS.

Payment requests must be submitted at the interval specified below (whichever is checked; if none is checked, payment requests must be submitted monthly; if more than one is checked, invoices must be submitted when both requirements are met):

- ☐ monthly
- ☐ upon completion of deliverables specified (see _____).
- ☐ upon completion of all Contract Activities
- ☐ other (specify)

PROJECT REPRESENTATIVES/ RECORDS LOCATION

Performing Party: Williamson County

Contract No.: 582-12-20269

ARTICLE 21.1 TCEQ PROJECT REPRESENTATIVE

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Rick Smathers
(Name)

Telephone No.: (512) 239-1406

Project Manager 206
(Title) (Mail Code)

Facsimile No.: (512) 239-5687

Texas Commission on Environmental Quality
13100 Park 35 Circle, MC-164
Austin, Texas 78753

For Contractual Matters (TCEQ):

Kelly McKee-Brednich
(Name)

Telephone No.: (512) 239-2042

Contract Specialist III
(Title)

Facsimile No.: (512) 239-1500

12100 Park 35 Circle
Air Quality Division, MC-164
(Mailing Address)

Austin Texas 78753
(City) (State) (Zip Code)

ARTICLE 21.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the Performing Party Project Representative, who is authorized to give and receive communications and directions on behalf of the Performing Party. All communications to the Performing Party will be addressed to the Performing Party Project Representative or his or her designee.

For Technical Matters (County):

Gary Boyd
(Name)

Telephone No.: (512) 943-1921

Director of Environmental Programs
(Title)

Facsimile No.: (512) 943-1931

219 Terry Mayfield
(Mailing Address)

Leander Texas 78641
(City) (State) (Zip Code)

For Technical Matters (Subcontractor, if applicable):

(Name)

Telephone No.: ()

(Title)

Facsimile No.: ()

(Mailing Address)

(City)

Texas

(State)

(Zip Code)

For Contractual Matters (County):

Gary Boyd

(Name)

Telephone No.: (512) 943-1921

Director of Environmental Program

(Title)

Facsimile No.: (512) 943-1931

219 Terry Mayfield

(Mailing Address)

Leander

Texas

78641

(City)

(State)

(Zip Code)

ARTICLE 21.3 SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted to (whichever is checked):

☐ the TCEQ Project Representative.

☐ the TCEQ Disbursements Section.

(if neither box is checked, payment requests must be submitted to the TCEQ Project Representative).

ARTICLE 21.4 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract. The Performing Party may designate the physical location for record access and review to be with a subcontractor.

Record Location (County or Subcontractor):

Claudia Hernandez
(Name)

Telephone No.: (512) 943-1927

Administrative Asst.
(Title)

Facsimile No.: (512) 943-1931

219 Terry Mayfield
(Physical Address)

Leander Texas 78641
(City) (State) (Zip Code)

ATTACHMENT A

Attachment A
Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT Form 269a
(TCEQ Form 20248 for Interagency and Interlocal Grants by the Air Quality Division)

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED:				
2. GRANT/CONTRACT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE) :		
5.a. TCEQ CONTRACT NUMBER:				
5.b. TCEQ PCR NUMBER, if applicable:				
5.c. RTI NUMBER (for educational institutions only):				
6. FINAL REPORT: YES NO				
7. ACCOUNTING BASIS: CASH ACCRUAL				
8. TOTAL PROJECT/GRANT PERIOD:		9. PERIOD COVERED BY THIS REPORT:		
FROM TO		FROM TO		
10. BUDGET CATEGORIES:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. Personnel/Salary		*		
b. Fringe Benefits				
c. Travel		*		
d. Supplies		*		
e. Equipment		*		
f. Contractual		*		
g. Construction		*		
h. Other		*		
i. Total Direct Costs (Sum a - h)				
j. Indirect Costs				
k. Total (Sum of i & j)				
*List (Itemize) on the appropriate supplemental forms all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with Attachment B of your contract. **Negative balances in any of the budget categories should be explained in a brief accompanying narrative.				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents. Signature of Authorized Certifying Official Typed or Printed Name and Title Telephone (Area code, number and ext.) Date Submitted				

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS

EQUIPMENT PURCHASES (during this report period)*

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248)			\$	

CONTRACTUAL EXPENDITURES (during this report period)*

SUBCONTRACTOR (NAME)	FOR	COST (THIS PERIOD)	TASKS
TOTAL CONTRACTUAL EXPENDITURES (must agree with line 10f on Form 20248)		\$	

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

TCEQ Form 20248-1 Revised for Interagency and Interlocal Grants by the Air Quality Division (8/2011) - Page 2 of 6

ITEMIZATION OF CONSTRUCTION COSTS

CONSTRUCTION COSTS (during this report period)*[illegible]

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES.

ITEMIZATION OF SUPPLY AND OTHER COSTS

SUPPLIES PURCHASED (during this report period)*

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL SUPPLY EXPENDITURES (must agree with line 10d on Form 20248)			\$	

OTHER EXPENDITURES (during this report period)*

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248)			\$	

*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MUST BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED \$500.

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)		\$	

TRAVEL EXPENDITURES (during this report period)*

DESCRIPTION	REASON	COST (THIS PERIOD)	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)		\$	

* SUBSTANTIATING DOCUMENTATION MUST BE ATTACHED TO THIS FORM.

Financial Status Report Preparation Instructions

1. The PERFORMING PARTY, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms. Unless directed otherwise in the Contract, the PERFORMING PARTY shall submit such payment request documents by not later than twenty-one (21) days after the close of each state fiscal year quarter and the reporting periods shall also correspond to the State of Texas fiscal year quarters (September-November; December-February, March-May; June-August). Each Financial Status Report shall indicate, for each budget sub-category, the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested. A quarterly Financial Status Report is required even if no expenses were incurred during the report period.
2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-1, legible documentation that (1) serves to further identify the specific piece of equipment received or the services provided, (2) clearly identifies the vendor or subcontractor who provided the equipment or services, and (3) that confirms the reimbursable amount listed on the form. In the case of equipment purchases, the attached documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. In the case of subcontractor provided services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
3. All requests under this Contract for the reimbursement of expenditures that fall within the "Construction" category of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-2, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or subcontractor who provided the construction related materials or services, and (3) that confirms the reimbursable amount listed on the form. The attached documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of subcontractor provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. In addition, for any single-listed item or service costing \$500 or more, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, legible documentation that (1) serves to further identify the specific items or services and costs, (2) clearly identifies the vendor or subcontractor who provided the items or services, and (3) that confirms the reimbursable amount listed on the form. Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information. The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.
5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. Although no supporting documentation is required to be attached to Supplemental Form 20248-4 with respect to reported "Personnel/Salary" expenditures in order to receive reimbursement, the PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract.
With respect to employee travel, all costs listed on Form 20248-4 must be supported by attached documentation that identifies the name of the travelers, and that substantiates the reported reimbursable costs. Documentation, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the PERFORMING PARTY-approved travel vouchers, signed by the employees who traveled, and (2) for any travel-related expenses under this contract borne directly by the PERFORMING PARTY (and thus for which reimbursement by the PERFORMING PARTY to the traveler was not required) separate receipts showing, at a minimum, the traveler's name, the travel location, and the travel date(s).
6. When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific contract task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.

ATTACHMENT B

FY 2012 DACM Program Budget

Budget Categories	All Carryover	Carryover to a Different Budget Category for FY 2012	Budget based off FY 2012 Allocation Only	FY 2012 Proposed Budget (Carryover + Allocation Budget)
Personnel / Salaries	37222.32	37222.32	5531.01	42,753.33
Fringe Benefits	9008.94	9008.94	1338.69	10,347.63
Travel	1032.29	1032.29		1,032.29
Equipment	159.43	159.43		159.43
Contractual	5395.96	5395.96		5,395.96
Other	3807.31	3807.31		3,807.31
Total Direct	56626.25	56626.25	6869.70	63,495.95
Indirect (Cannot be > 10%)				
Total Admin	56626.25	56626.25	6869.70	63,495.95
Repair/Replacement	961258.58	961258.58	61827.30	1,023,085.88
Total	1017884.83	1017884.83	68697	1,086,581.83
Interest Earned - Admin		*Move Interest Earned to Repair/Replacement minus 10% for Administration		
Rebate Earned - Admin		*Move Rebate Earned to Repair/Replacement minus 10% for Administration		
Interest Earned - Repair & Replacement		*Move Interest Earned to Repair/Replacement minus 10% for Administration		
Rebate Earned - Repair and Replacement		*Move Rebate Earned to Repair/Replacement minus 10% for Administration		
Total of Available Funds	1017884.83			

* Interest earned from B17 and B18 should be included in E16 Total

** Include the breakdown of Repair/Replacement budget from E14 into F14 and F15

***E13 includes FY 2012 Administration plus 10% of rebate and interest earned.

Area	FY 2012 DACM Funding Allocation	Administration (10% of Allocation)	Repair and Replacement Funds Available After Administration
Williamson	\$68,697.00	\$6,869.70	\$61,827.30

Meeting Date: 08/13/2013

Microsoft Enterprise Agreement

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider approving Microsoft Volume Licensing Enterprise Enrollment and authorizing County Judge to sign the enrollment.

Background

Technology Services is considering moving our email services from on-premise -- where we house and maintain the servers and storage ourselves -- to MS365, where our email, and perhaps some office products, will be run on servers and storage housed and maintained by Microsoft. In order to further investigate this possibility we would like to perform a proof-of-concept pilot of about 25 users. In order to perform this pilot, we are required to sign the Enterprise Enrollment form.

Purchasing, Auditing and Legal have all reviewed this as well, although these types of contracts are generally not subject to change, since the contract is between Microsoft and the State of Texas, and we are simply enrolling to participate in that agreement.

Attachments

[Microsoft Enterprise Agreement](#)

[Enterprise Enrollment Form](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jay Schade

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 11:06 AM

Started On: 08/08/2013 10:17 AM



Microsoft Enterprise **Agreement**- State and Local – NO SERVICES CUSTOM

Enterprise Agreement number
Microsoft affiliate to complete

01661288

Microsoft Business Agreement number
Reseller to complete

U1063194

This Microsoft Enterprise Agreement is entered into between the following entities as of the effective date identified below. Each party will notify the other in writing if any of the information in the following table changes.

Customer		
Name of Entity	The State of Texas, acting by and through the Department of Information Resources	Contact Name Stephanie Miller (This person handles access to online information. This person also receives notices unless a different contact for notices is provided in the notices section below.)
Street Address	300 W. 15th Street Suite 1300	Contact E-mail Address (Required for online access) <u>stephanie.miller@dir.state.tx.us</u>
City Austin	State/Province Texas	Phone 512-463-6362
Country USA	Postal Code 78701	Fax 512-475-4759
Microsoft Account Manager Name John Haines & Lue Ann Ray		
Contracting Microsoft Affiliate		
MSLI, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing		

If notices should be sent to someone or some place other than above, complete the relevant portions below:

Name of Entity	Contact Name
Street address	Contact E-mail Address
City	State/Province Phone
Country	Postal Code Fax

Notices to Microsoft should be sent to:

MSLI, GP
 6100 Neil Road, Suite 210
 Reno, Nevada USA 89511-1137
 Dept. 551, Volume Licensing

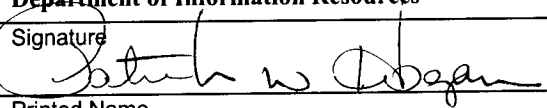
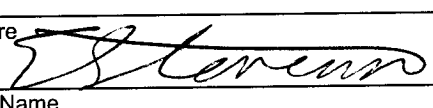
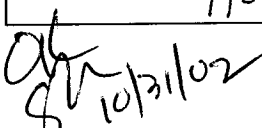
Copies should be sent to:

Microsoft
 Law and Corporate Affairs
 One Microsoft Way
 Redmond, WA 98052 USA
 Volume Licensing Group
 VLG-USA@Microsoft.com
 (425) 936-7329 fax

This agreement consists of (1) this cover page, (2) the attached terms and conditions, (3) the terms of the Microsoft Business Agreement identified above (except that the definitions of "you," "we," and "us" in this agreement supersede the definitions for those terms in the Microsoft Business Agreement), (4) the Product List, (5) the product use rights applicable to products licensed under this agreement, and (6) any enrollment entered into under this agreement.

Effective date. If the first enrollment entered into under this agreement is given an effective date that is earlier than the date this agreement is signed by us, the effective date of this agreement will be that earlier date. Otherwise, this agreement will be effective on the date it is signed by us. ***Consulting and Support Services shall not be included in this agreement, but shall instead be covered by separate agreement(s) between the parties.***

By signing below, the parties agree to be bound by the terms of this agreement, and you represent that you are the entity that signed the Microsoft Business Agreement, or an affiliate of that entity, and that the information you have provided on this cover page is accurate.

Customer	Contracting Microsoft affiliate
Name of Entity The State of Texas, acting by and through the Department of Information Resources	MSLI, GP
Signature 	Signature 
Printed Name Patrick W. Hogan	Printed Name Erik Stevenson
Printed Title Director, Business Operations	Printed Title Contract Administrator
Signature Date 11-1-02	Signature Date (date Microsoft affiliate countersigns) 11/18/02
 10/31/02	Effective Date (may be different than our signature date) 11/1/02

Prepared by David Mills

Terms and Conditions

1. Definitions.

In this agreement, "you" means the entity that has entered into this agreement with us, and "we" or "us" means the Microsoft entity that has entered into this agreement or an enrollment. The terms "affiliate," "ownership," "product," "Product List," "run" and "use" have the meanings given to them in the Microsoft Business Agreement. In addition, the following definitions apply:

"additional product" means any product other than an enterprise product that an enrolled affiliate chooses to license under its enrollment;

"adjustment multiplier" means, with respect to a product family on the second anniversary of the effective date of an enrollment for which it is determined, a number by which the initial annual reference price is multiplied in order to determine the reference price for the third annual installment payment, pursuant to the terms and conditions of Section 13(e);

"aggregate family desktop count" means, with respect to a particular product family as of a particular annual pricing date, the aggregate number of qualified desktops under all unexpired enrollments for which one or more products in such family are chosen as enterprise products as of such date, including both (i) the original qualified desktops ordered under such unexpired enrollments, plus (ii) any additional qualified desktops added pursuant to true up orders;

"annual pricing date" means each of the following:

- (i) the effective date of this agreement (the "first annual pricing date");
- (ii) the first day of the eleventh (11th) full calendar month following such first annual pricing date (the "second annual pricing date"); and
- (iii) the first day of the calendar month that occurs every 12 months following the second annual pricing date, until the last enrollment executed hereunder expires or is otherwise terminated.

For example, if the first annual pricing date is October 1, 2002, then the second annual pricing date shall be September 1, 2003, and each subsequent annual pricing date shall occur on September 1 of each successive calendar year until the last enrollment hereunder expires or is otherwise terminated;

"annual price level" means, with respect to a particular product family as of a particular annual pricing period upon which the determination of such level for such period is made, the volume discount level, determined pursuant to the terms and conditions of Section 13(e), by which each of the following shall be determined, based upon the aggregate family desktop count for such product family as of the annual pricing date upon which the determination of such level for such period is made:

- (i) the initial annual reference prices of enterprise products in such product family for new enrollments with effective dates which occur in such annual pricing period; and
- (ii) the adjustment multiplier with respect to enterprise products in such product family for previously-executed enrollments whose second anniversary falls in such annual pricing period;

"annual pricing period" means each period which:

- (i) begins on the first annual pricing date, or any anniversary thereof; and
- (ii) ends twelve (12) full calendar months following the day it begins.

For example, if the first annual pricing date is October 1, 2002, then: the first annual pricing period will run from October 1, 2002 to September 30, 2003; the second annual pricing period will run from October 1, 2003 to September 30, 2004; and so forth.

Note that, with the exception of the first annual pricing period, each annual pricing period begins one month following the annual pricing date upon which the annual price level for such period is determined pursuant to Section 13(e). Such one-month period is necessary for us to calculate the annual price levels and reference prices for the subsequent annual pricing period, and to implement adjustments, if any, to the reference prices of third year installment payments for enrollments whose second anniversary falls in such subsequent period.

“available” means, with respect to a product, that we have made licenses for that product available for ordering under the Enterprise Agreement program;

“CAL family” means any of the following client access license (“CAL”) products, when such products are chosen as enterprise products on an enrollment:

- (i) Microsoft BackOffice CAL;
- (ii) Microsoft Core CAL;
- (iii) Microsoft Windows Server CAL;
- (iv) Microsoft Exchange Server CAL;
- (v) Microsoft SQL Server CAL;
- (vi) Microsoft Systems Management Server CAL; or
- (vii) Microsoft SharePoint Portal Server CAL;

“component platform product” means any of the following enterprise products:

- (i) Microsoft Office Professional;
- (ii) Microsoft Office Standard;
- (iii) Microsoft Windows XP Professional Operating System Upgrades;
- (iv) Microsoft Core CAL; and
- (v) Microsoft BackOffice CAL;

“ending price level” means, with respect to an enterprise product ordered pursuant to a particular enrollment, the volume discount level used to determine the adjustment multipliers applied to apply to the third year installments payment, second anniversary true up payment, and third anniversary true up payment, respectively, pursuant to the terms and conditions of Subsection 13(e)(4).

“enrolled affiliate” means an entity, either you or any one of your affiliates, that has entered into an enrollment under this agreement;

“enrollment” means the document that you or your affiliate submits under this agreement to sign up for the Enterprise Agreement program and make an initial selection of products;

“enterprise” means the enrolled affiliate and the affiliates it chooses on its enrollment to include in its enterprise;

“enterprise product” means any product that we designate as an enterprise product and that an enrolled affiliate chooses to license under its enrollment (enterprise products may only be licensed on an enterprise-wide basis under the Enterprise Agreement program);

“Government EA Price List” means the Microsoft State and Local Government Enterprise Agreement Price List that is provided on a monthly basis to each reseller, which contains the reference prices for both enterprise products and additional products.

“initial annual reference price” means, with respect to an enterprise product ordered pursuant to a particular enrollment, the annual per-desktop unit reference price for the first and second annual payments.;

"initial price level" means, with respect to each enterprise product licensed pursuant to an enrollment executed hereunder, the volume discount level used to determine the initial annual reference price for such enterprise product;

"License" means any one of those offerings identified in the Product List (including standard licenses, and upgrades for desktop operating systems) that provides the right to run the version of the product for which it is ordered;

"L&SA" means a License and Software Assurance for any product ordered;

"Microsoft BackOffice Client Access License" and "BackOffice CAL" means each of the following client access license products, when purchased together as a suite:

- (i) Windows CAL;*
- (ii) Exchange CAL;*
- (iii) SQL CAL; and*
- (iv) SMS CAL*

(note: BackOffice CALs may solely be purchased hereunder pursuant to enrollments that renew previous enrollments under which BackOffice CAL was included as an enterprise product, and may not be purchased pursuant to any non-renewal enrollments executed hereunder);

"Microsoft Core Client Access License" and "Core CAL" means each of the following client access license products, when purchased together as a suite:

- (i) Windows CAL;*
- (ii) Exchange CAL;*
- (iii) SharePoint CAL; and*
- (iv) SMS CAL;*

"non-renewal enrollment" means any enrollment executed hereunder that is not a renewal enrollment;

"Office family" means either of the following enterprise products: (i) Microsoft Office Professional; or (ii) Microsoft Office Standard;

"order" means an order on a form that is acceptable to the reseller;

"original true up reference price" means, with respect to an enterprise product at the first, second or third anniversaries of an enrollment, respectively, the original per-additional-desktop unit reference price for the true up order due at such anniversary, as determined at the effective date of such enrollment pursuant to Section 13(e);

"platform enrollment" means any enrollment executed hereunder for which each of the following is a chosen enterprise product:

- (i) either (a) Office Standard or (b) Office Professional; and*
- (ii) Microsoft Windows Professional desktop operating system; and*
- (iii) either (c) BackOffice CAL or (d) Core CAL;*

"product family" means any of the following collections of enterprise products, as defined above: (i) Office family; (ii) Windows family; and/or (iii) CAL family;

"qualified desktop" means any personal desktop computer, portable computer, workstation or similar device that is used by or for the benefit of an enrolled affiliate or any affiliate included in its enterprise and that meets the minimum requirements for running any of the enterprise products. Qualified desktops do not include: (i) any computer that is designated as a server and not used as a personal computer, (ii) any system dedicated to run ONLY line-of-business software (e.g., an accounting or bookkeeping program used by an accountant, or a computer-aided design program used by an engineer or architect); or (iii) any

system running an embedded operating system (e.g. Windows 9.x for embedded, Windows XP embedded);

"renewal enrollment" means an enrollment executed hereunder pursuant to which a renewal order for enterprise products is made;

"renewal order" means the order that an enrolled affiliate submits at the beginning of any renewal term to renew Software Assurance coverage for products previously ordered under its enrollment;

"reseller" means a large account reseller authorized by us to resell licenses in an enrolled affiliate's area under the Enterprise Agreement program;

"Select Price List" means the Microsoft Select Agreement Price List that is provided on a monthly basis to each reseller, which contains the estimated retail prices for products made available pursuant to the Microsoft select program;

"Services" means product support or other services that an enrolled affiliate elects to purchase pursuant to a separate Microsoft Services Agreement;

"Software Assurance" means, for any underlying licensed product for which it is ordered, the right to upgrade to, and run, the latest version of that product that we make available during the covered period.

"unexpired enrollment" means, with respect to an annual pricing date, an enterprise enrollment under either (i) this agreement; or (ii) another Microsoft Enterprise Agreement to which either you or one of your affiliates is party, provided that such enrollment shall not have expired or been terminated prior to such annual pricing date; and

"Windows family" means the following enterprise product: Microsoft Windows XP Professional desktop operating system (or its successor).

2. How the Enterprise Agreement program works.

The Enterprise Agreement program gives customers that wish to license one or more of Microsoft's platform products across their enterprise the means to ensure that their entire enterprise will be licensed. You and your affiliates can participate in this program by submitting one or more enrollments under this agreement. On the enrollment, the enrolled affiliate will designate the scope of its enterprise and make the initial selection of enterprise products and any additional products it wishes to license. Each enrollment must include at least one of those products that we make available to license as an enterprise product. We may reasonably refuse to accept an enrollment. Product support is not included with the licenses under this agreement. Notwithstanding any other provision of this agreement, only enrolled affiliates identified in an enrollment will be responsible for complying with the terms of that enrollment, including the terms of this agreement incorporated by reference in that enrollment.

a. Establishing price levels. *The method by which price levels shall be determined as set forth in Section 13(e).*

b. Deriving prices from price levels. *The enrolled affiliate's reference prices shall be determined as set forth in Section 13(e).*

c. How your enrolled affiliates acquire licenses. *Orders under an enrollment will be made out to and submitted to the enrolled affiliate's reseller. We will invoice that reseller according to the terms in the applicable enrollment. While such enrollment will contain reference prices, the reseller and the enrolled affiliate will determine the enrolled affiliate's actual price and payment terms. We will not invoice your reseller for taxes for which you and your affiliates are tax exempt.*

d. Choosing and maintaining a reseller.

Resellers. *For each enrollment, DIR must choose and maintain a reseller in the enrolled affiliate's area. Enrolled affiliates agree (i) to accept DIR's choice of reseller, and (ii) to change resellers, subject to the terms of the following paragraph, upon receipt of written notice from DIR*

instructing them to do so. Resellers are authorized to resell our product licenses, but act independently and have no authority to bind us.

Change of reseller. *If at any time during the term of an enrollment DIR wishes to terminate the relationship with a designated reseller with respect to any enrollment, or an entity ceases to be a reseller, DIR must choose a replacement. If an enrolled affiliate intends to change its reseller, it must first seek permission from DIR, and DIR must request such change us. Any such change will only be effected on the next anniversary of the enrollment effective date. To change a reseller, DIR must notify us, the enrolled affiliate, and the former reseller in writing, on a form that we provide, at least 30 days prior to the anniversary on which the change is to take effect. DIR agrees that any payments which were due before the end of such 30-day notice period, or which became due during such period, shall be owed to the former reseller. We are not responsible for any costs or damages arising out of any change of reseller initiated by DIR or an enrolled affiliate.*

3. How to order enterprise product licenses.

- a. Placing the initial order.** Each enrolled affiliate must submit an initial order for the enterprise products it selects on its enrollment. Except as provided in the following paragraph, the order must be for L&SA for all enterprise products.

When is the enrolled affiliate eligible to order only Software Assurance for an enterprise product? An enrolled affiliate may order Software Assurance for the enterprise products it selects without the need to simultaneously order a License if the enrolled affiliate or any of the affiliates in its enterprise have obtained perpetual licenses for that product on an enterprise-wide basis under a previous "Enterprise Enrollment" (defined below), and the new enrollment becomes effective no later than the day following the date of expiration of that "Enterprise Enrollment." The Software Assurance order must be for the number of qualified desktops covered as of the expiration of that "Enterprise Enrollment." For all other qualified desktops included in an enrollment submitted under this agreement, the enrolled affiliate must order L&SA.

The term "Enterprise Enrollment," as used in this section 3, means (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

- b. Adding new enterprise products.** An enrolled affiliate may only add new enterprise products by entering into a new enrollment.
- c. Placing annual "true up" orders to account for additional desktops.** Each enrolled affiliate must determine the current number of qualified desktops in its enterprise: (i) at each anniversary of the effective date of its enrollment (including anniversaries during any renewal); and, (ii) at the expiration or early termination of its enrollment.
- **If the desktop count has increased.** If the number of qualified desktops has increased, the enrolled affiliate must submit an order for L&SA covering those additional desktops. The enrolled affiliate must place the order within 15 days following the anniversary of the enrollment effective date, expiration or termination.
 - **If the desktop count has not increased.** If the number has not increased, the enrolled affiliate must submit an update statement confirming this fact on the form we provide within that 15-day period.
- d. Reorganizations, Consolidations, and Privatizations.** If the number of qualified desktops in an enterprise changes by more than ten percent as a result of a reorganization, consolidation or privatization of an enrolled affiliate, we will work with the enrolled affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an enrolled affiliate consolidates with a customer with an existing "Enterprise

Enrollment," we will work with the enrolled affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. How to order additional product licenses.

- a. **Placing the initial order.** Each enrolled affiliate must submit an initial order for the additional products it has selected, if any, on its enrollment. Except as provided in the following paragraph, the order must be for L&SA for all copies of those additional products.

When is the enrolled affiliate eligible to order only Software Assurance for an additional product? An enrolled affiliate may order Software Assurance for additional products it selects without the need to simultaneously order a License if the enrolled affiliate or any of the affiliates it includes in its enterprise has obtained perpetual licenses for those products with Upgrade Advantage, Software Assurance or any similar upgrade protection, and the new enrollment becomes effective no later than one day following the expiration of that upgrade protection. The order may be for up to the number of copies covered by such upgrade protection. An enrolled affiliate may also order Software Assurance alone in any other circumstances expressly permitted in the Product List. For all other copies included in an enrollment submitted under this agreement, the enrolled affiliate must order L&SA.

- b. **Adding new additional products not previously ordered.** Each enrolled affiliate may, during the remainder of the applicable initial enrollment or renewal term, run new additional products under its enrollment that were not part of the initial order. To do so, the enrolled affiliate must order L&SA in the month in which the product is first run, covering all copies of that product run as of the date of the order. For any additional copies of that product run after the date of that order, the enrolled affiliate must submit orders as described in subsection 4(c) (Placing annual "true up" orders to account for additional copies) below.
- c. **Placing annual "true up" orders to account for additional copies.** Each enrolled affiliate may, during the remainder of the applicable initial enrollment or renewal term, run additional copies of those additional products it previously ordered under subsections (a) and (b), provided that the enrolled affiliate places a true up order for L&SA for those additional copies. The enrolled affiliate must submit an order within 15 days after the next anniversary of the effective date of the enrollment (including anniversaries occurring during any renewal) following the date on which those copies were first run. For additional copies first run in the year in which an enrollment expires or is terminated, the enrolled affiliate must submit an order within 15 days following the expiration or termination date.
- d. **Update statements.** Each enrolled affiliate must submit an update statement within 15 days following each anniversary of the effective date of its enrollment, and after expiration or termination of its enrollment, on a form we provide, unless that enrolled affiliate (i) is running only enterprise products under its enrollment, and (ii) it is not otherwise required to submit an update statement under subsection 3(c) (Placing "true up" orders to account for additional desktops) above.

5. How to confirm orders.

We will publish information about orders placed by each enrolled affiliate, including an electronic confirmation of each order, on a secure site on the World Wide Web at <http://licensing.microsoft.com> or a successor site that we identify. Upon our acceptance of this agreement and enrollments entered into under this agreement, the contact identified for this purpose on the cover page will be provided access to this site.

6. License grant -- what your enrolled affiliates are licensed to run.

Upon our acceptance of the enrollment, the enrolled affiliate has the following rights during the term of its enrollment.

- **For enterprise products.** The enrolled affiliate may run one copy of the latest version (or any prior version) of each enterprise product, on each qualified desktop. By including affiliates in its enterprise, the enrolled affiliate sublicenses this right to each of them subject to the terms of this agreement.
- **For additional products.** The enrolled affiliate may run the number of copies of each additional product ordered in the latest version (or any prior version). If an affiliate included in any enrolled affiliate's enterprise runs any copies of an additional product under this agreement, those copies are sublicensed from that enrolled affiliate subject to the terms of this agreement.

The right to run any product licensed under an enrollment is temporary until:

- (i) the enrolled affiliate has paid all installments of the price for that product license and the applicable initial enrollment or renewal term during which that product license was ordered has expired or been renewed, or
- (ii) the enrolled affiliate is otherwise entitled to perpetual licenses upon early termination as provided in subsection 12(c) (Termination of an enrollment).

Thereafter, the enrolled affiliate will have perpetual licenses to run the latest version available as of such date of expiration, renewal or termination (or any prior version), of each enterprise product in a number of copies equal to the total number of qualified desktops covered by the enrollment; and each additional product in the number of copies ordered during the applicable initial enrollment term or renewal term. In the case of early termination as provided in subsection 12(c) (Termination of an enrollment), if an enrolled affiliate chooses only to pay amounts due and payable as of the termination date, then the enrolled affiliate will instead have perpetual licenses for the number of copies specified in subsection 12(d) (Effect of termination or expiration).

Any perpetual licenses received through Software Assurance supersede and replace the underlying perpetual licenses for which that Software Assurance coverage was ordered. All perpetual licenses acquired under this agreement remain subject to the terms of this agreement and the applicable product use rights.

This agreement, the applicable enrollment, the enrolled affiliate's order confirmation described in section 5 (How to confirm orders) above, and any documentation evidencing transfers of licenses as described in subsection 11(a) (How to transfer), together with proof of payment, will be the enrolled affiliate's evidence of all licenses obtained under its enrollment.

7. How to know what product use rights apply.

The product use rights applicable to products licensed under each enrollment are as follows.

- a. For latest versions available as of an enrollment effective date.** For the latest version of any product available on or before the enrollment effective date, the product use rights in effect on the enrollment effective date for that product and version apply.
- b. For versions and products that become available after an enrollment effective date.** For any version of any existing product, or any new product, first made available after the enrollment effective date, the product use rights in effect on the date on which the version or product first becomes available apply (subject to our commitment on use rights below).
- c. For versions of a product that predate the latest version available as of an enrollment effective date.** If an enrolled affiliate is using a version of any product licensed under its enrollment that became available prior to the version that was current on the enrollment effective date, the enrolled affiliate's use of the earlier version will be governed by the product use rights that apply to the most current version of such product available on the day the license was purchased. *If such license is also enrolled in Software Assurance, and is later upgraded pursuant to such Software Assurance to a version that is earlier than the most current version that is otherwise available on the day that such upgrade takes place (the "upgrade date"), the newly-*

installed version will be governed by the product use rights that apply to the most current version of such product available as of the upgrade date.

d. Microsoft's commitment on use rights.

For all products – use rights fixed by version. We will not change an enrolled affiliate's product use rights under this agreement for any version of a product after it becomes available to that enrolled affiliate under its enrollment.

For enterprise products – no detrimental use right changes in new versions.

- (i) **For new versions made available during the initial enrollment term.** If we make available a new version of any enterprise product during the initial enrollment term and that new version is subject to certain use rights that *you believe to be* more restrictive than those that applied to a prior version under an enrollment that was or became available during the initial enrollment term, the enrolled affiliate may run that new version without being subject to those certain more restrictive use rights.
- (ii) **For new versions made available during each renewal term.** Upon each renewal of Software Assurance for an enterprise product, an enrolled affiliate's use of that product will be governed by the use rights that apply to the latest version of that product available as of the date of that renewal, including any terms that are more restrictive than those that applied to a previous version of that product licensed by that enrolled affiliate under its enrollment during the preceding term. However, if during a renewal term we make available a new version of that same enterprise product with certain use rights more restrictive than those use rights that applied to a prior version licensed under an enrollment that was or became available during that same term, the enrolled affiliate may run the new version without being subject to those certain more restrictive use rights.
- (iii) **New features or functionality.** The right described in subsections (i) and (ii) above does not apply to product use rights that relate specifically to new features or functionality added to a new version.

In lieu of your obligation to indemnify us under various provisions of the product use rights, you will be responsible for any cost or damages arising from any claim to which your indemnity obligation would otherwise apply *to the extent permitted by applicable law.*

8. No Services.

Notwithstanding any offerings that may exist for our non-government customers, services shall not be offered pursuant to this agreement, but may be obtained pursuant to a separate Microsoft Services Agreement which you may choose to enter into.

9. Software Assurance Membership.

Throughout the term of its enrollment (including any renewal), each enrolled affiliate automatically qualifies as a member of Microsoft's Software Assurance Membership program. Membership may entitle the enrolled affiliates to special benefits. For a description of these benefits, an enrolled affiliate should consult its reseller or Microsoft account manager.

10. Making copies of software.

- a. **Copies necessary for internal deployment.** Each enrolled affiliate may make as many copies of the products licensed under its enrollment as necessary to distribute the products to the users within its enterprise. All copies of any product must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source, acquired from or made available by a Microsoft approved fulfillment source for that product. Each enrolled affiliate may also have a third party make and distribute copies in its place, but the enrolled affiliate is responsible for third-party actions to the same extent it would be if the third party were its employee. You and your affiliates must make reasonable efforts to make

employees, agents and other individuals running a product aware that the product is licensed from us and may only be run or transferred subject to the terms of this agreement.

b. Copies for training, evaluation and back-up. During the term of its enrollment (including any renewal), each enrolled affiliate and any affiliate included in its enterprise may (i) run up to 20 complimentary copies of any additional product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product that we make available to license as an additional product for a 60-day evaluation period; and (iii) make and retain one complimentary copy of any licensed product for back-up or archival purposes for each of their distinct geographic locations.

c. Re-imaging rights. If an enrolled affiliate or any affiliate included within its enterprise has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Enterprise Agreement program, it may use copies made from the media provided under the enrolled affiliate's enrollment in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.

- (i) The enrolled affiliate must have obtained a separate license from the separate source for each copy being replaced.
- (ii) The product, language, version and all components (in the case of product suites, such as Office) of the copies made from the media provided under an enrollment must be identical to the product, language, version and all components of the copies they replace.
- (iii) In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection 10(c), the product type (e.g. upgrade or full license) of the copies made from the media provided under an enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of a desktop operating system made from the media provided under its enrollment in place of copies of the same desktop operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.

The use of any copies made under this subsection 10(c) is subject to the terms and use rights provided with the copies being replaced, and nothing in this section creates or extends any warranty or support obligation.

11. Transferring licenses.

a. How to transfer. An enrolled affiliate may transfer perpetual licenses ordered under an enrollment to an affiliate, or to an unaffiliated third party in connection with a privatization of the enrolled affiliate, as long as the enrolled affiliate provides us with prior written and signed notice, on a form that we provide, that includes: (i) the applicable enrollment number; (ii) the quantity of licenses being transferred by product and version; (iii) the name, address and contact information of the transferee; and (iv) any other information that we may reasonably request.

For all other transfers of licenses, our written consent is required. We will not withhold our consent unreasonably. No license transfer will be valid unless the transferee accepts in writing the applicable product use rights, use restrictions, limitations of liability, and the transfer restrictions in this section 11. Any transfer made in violation of the requirements or restrictions of this section will be void.

b. When transfers are not permitted. An enrolled affiliate may not transfer (i) licenses on a short-term basis, (ii) temporary rights to use products, (iii) Software Assurance coverage, (iv) perpetual licenses for any version of any product acquired through Software Assurance separately from the underlying perpetual licenses for which that Software Assurance coverage was ordered; or (v) upgrade licenses for a desktop operating system product separately from the

underlying desktop operating system license or from the computer system on which the product is first installed.

12. Term, termination and renewal.

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below. Each enrollment will have the term provided in that enrollment.

b. **Termination of this agreement.** Either party may terminate this agreement for any reason upon 60 days written notice.

Effect of termination. Such termination will merely terminate either party's and its affiliates' ability to enter into new enrollments under this agreement. Such termination will not affect any enrollment not otherwise terminated, and any terms of this agreement applicable to any enrollment not otherwise terminated will continue in effect with respect to that enrollment.

c. **Termination of an enrollment - general.** Either party to an enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay amounts owed (even if such non-payment is caused by non-appropriation of funds). If we terminate *three or more* enrollments *for cause*, we may also terminate this agreement and all other enrollments under it, unless the basis for termination of the enrollment is non-appropriation of funds to the enrolled affiliate, in which event we may only terminate the affected enrollment. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure. If we give such notice to an enrolled affiliate, we will give you a copy of that notice as well. If an enrolled affiliate ceases to be your affiliate, you must promptly notify us of this fact, and we may terminate its enrollment.

d. **Termination of an enrollment – non-appropriation of funds.** An enrolled affiliate may terminate an enrollment without liability, penalty or further obligation to make payments, but subject to Section 12(e), below (Effect of expiration or termination), if funds to make payments under the enrollment are not appropriated or allocated for such purpose.

e. **Effect of termination or expiration.** Upon expiration or termination of any enrollment, the enrolled affiliate must order licenses for all copies of products it or its affiliates have run under its enrollment for which the enrolled affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination, all unpaid installments of the purchase price for any licenses will immediately become due and payable, and the enrolled affiliate will be entitled to perpetual licenses only after all such payments have been made.

If (i) an enrolled affiliate terminates its enrollment as a result of our breach, or (ii) we terminate an enrolled affiliate's enrollment because it has ceased to be your affiliate, or (iii) you terminate an enrollment for non-appropriation of funds, or (iv) we terminate an enrollment for non-payment due to non-appropriation of funds, then the enrolled affiliate will have the following options. It may immediately pay the total remaining amount due, including all installments, in which case the enrolled affiliate will have perpetual licenses for all copies of the products it has ordered. As an alternative, it may pay only amounts due and payable as of the termination date, in which case the enrolled affiliate will have perpetual licenses for (i) all copies of all products for which payment has been made in full, and (ii) the number of copies of products for which payment has been made in installments that is proportional to the amount that has been paid as of the termination date.

f. **How to renew an enrollment.** We will provide each enrolled affiliate with 60 days prior written notice of expiration of its enrollment or renewal term advising it of its renewal options. An enrolled affiliate may have the option to renew its enrollment for successive terms of 12 or 36 full calendar months. We and our affiliates will not unreasonably reject any renewal order. However, we may make a change to the Enterprise Agreement program that will make it necessary for you and your enrolled affiliates to enter into new agreements and enrollments.

Placing renewal orders. To renew, the enrolled affiliate must submit a renewal order within 30 days after the previous term expired. The renewal order must be for Software Assurance for (i) all enterprise products previously ordered for all qualified desktops in the enrolled affiliate's enterprise as of the date of that renewal order, and (ii) all copies of additional products for which the enrolled affiliate elects to renew Software Assurance. Each renewal term will start the day following expiration of the prior term. An enrolled affiliate may not add new enterprise products not previously ordered during the initial term as part of its renewal; to license new enterprise products it must submit a new enrollment.

Consequences of non-renewal. If the enrolled affiliate elects not to renew its enrollment or Software Assurance for any additional product under its enrollment, and it otherwise allows Software Assurance for any copies of any products licensed under its enrollment to lapse, then the enrolled affiliate will not be permitted to order Software Assurance for such copies later without first acquiring L&SA.

13. Miscellaneous.

- a. Entire agreement.** The documents identified on the cover page to this agreement constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (i) the Microsoft Business Agreement; (ii) these terms and conditions and the accompanying cover page; (iii) the Product List; (iv) the product use rights; and (v) all other enrollments under this agreement. The terms of any purchase order or any general terms and conditions you or your affiliates maintain, other than those mandatory terms required by statute or regulation, do not apply. This agreement (except the product use rights and the Product List) can be changed only by an amendment signed by both parties.
- b. Survival.** Provisions regarding product use rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, limitations of liability, confidentiality, compliance verification and obligations on termination or expiration will survive termination or expiration of this agreement or any enrollment.
- c. Independent contractors.** Resellers are independent contractors who act in their own name and for their own account; they have no authority to bind or impose any obligation or liability upon us.
- d. Copyright Violation.** Except to the extent you are licensed under this agreement, you will be responsible for your violation of our copyright in the products, including payment of license fees specified in this agreement for unlicensed use.
- e. Determination of reference prices.** *Reference prices for additional products and enterprise products shall be determined as follows:*

Determination of pricing for additional products.

During the term of each enrollment executed hereunder, and provided that you are party to a Microsoft Select Agreement (or its successor) during such term, the volume discount level for each additional product ordered pursuant to such enrollment shall be the volume discount level that corresponds to the applicable volume discount level for the product pool in which such product is available pursuant to such Microsoft Select Agreement. For example, if Microsoft Project, which is a member of the Applications pool, is ordered as an additional product, and if, as of the date of such order, the Select volume discount level for the Applications pool is "Level D," then the additional product reference price for such copy of Microsoft Project shall be determined according to the then-current Level D additional product price list.

Should you cease to be party to a Microsoft Select Agreement (or its successor) during the term of this Enterprise Agreement, then the volume discount level for each additional product in each

annual pricing period shall be determined based upon such annual pricing period's aggregate family desktop count for the product family in which such additional product is contained, pursuant to the following table:

Aggregate Family Desktop Count	Additional Product Price Level
Fewer than 2,400	A
2,400 - 5,999	B
6,000 - 14,999	C
15,000 or more	D

Determination of pricing for enterprise products.

(1) Annual price levels. For each product family and for each annual pricing period, we will determine an annual price level, pursuant to Table 1 in Addendum A, by matching the aggregate family desktop count for such family (as of the annual pricing date which immediately precedes such annual pricing period) with the column marked "Annual Price Level Name."

For example, the annual price level for the Office family during an annual pricing period that runs between October 1, 2003 and September 30, 2004, shall be determined according to Table 1 in Addendum A by counting the aggregate number of qualified desktops, in unexpired enrollments which contain Microsoft Office or Microsoft Office Professional as enterprise products, as of September 1, 2003. If such aggregate count is between 15,000 and 39,999 qualified desktops, the annual price level will be "D"; if the count is between 40,000 and 59,999, the annual price level will be the "40K Premium Level"; and so on.

(2) Establishing component product reference prices for new enrollments. The Government EA Price List provided to resellers generally contains reference prices for the following common enterprise products:

- Microsoft Office Professional;
- Microsoft Windows XP Professional Operating System Upgrades;
- Microsoft Core CAL; and
- Microsoft Desktop Professional (which is a suite composed of the preceding three component products, and the reference price for which is equal to the sum of the three component reference prices less the applicable platform discount).

For the purposes of the agreement, the Government EA Price List entry for Microsoft Desktop Professional shall not apply, since this section 13(e) provides an alternate and equivalent means by which the three component products thereof shall be priced. Rather, the components of Microsoft Desktop Professional shall be sold as separate line items to the reseller. This is necessary in order that the annual price levels which apply to each of the three product families which contain the components may be adjusted separately, as set forth below.

On each annual pricing date, we will establish a list of initial annual reference prices and original true up reference prices for enterprise products (collectively, "initial prices") for each of the most commonly requested enterprise products, plus any other enterprise products for which you may have requested reference prices. We will provide your reseller(s) with such reference prices, and the corresponding confidential reseller costs, and will also provide you with such reference prices.

Such initial prices shall apply to all new enrollments signed during the annual pricing period which immediately follows such annual pricing date, but not thereafter, unless different initial prices are agreed upon in writing between us and an enrolled affiliate (or you) based upon certain

exceptions to standard terms including (but not limited to) applied credits and/or uplifts for cost of money in deferred payment schedules.

Initial prices for each enterprise product shall be calculated, using the following formulas, using such product's standard license estimated retail price ("L") (except as noted in the following sentence) and one-year Software Assurance estimated retail price ("SA") pursuant to the Select Price List which is in effect as of the annual pricing date upon which the determination is being made. For the purposes of determining the value of "L" solely with respect to the Windows Professional Upgrade, sixty percent (60%) of the Select estimated retail price of such Upgrade shall be used. The Select volume discount level to be used for such L and SA price (level A, B, C, or D) shall be determined pursuant to Table 1 in Addendum A by matching the aggregate family desktop count for the applicable product family (as of the annual pricing date which immediately precedes such annual pricing period) with the column marked "EA / Select Price List Volume Level."

- (i) for orders of License & Software Assurance on an initial order made pursuant to a non-renewal enrollment, the initial annual reference price shall be calculated according to the following formula:

$\{ [L + (3 \times SA)] \times 0.85, \text{ divided by } 3 \}$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts.

- (ii) for orders of Software Assurance on an initial order made pursuant to a renewal enrollment, the initial annual reference price shall be calculated according to the following formula:

$SA \times 0.95$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts;

- (iii) for orders of License & Software Assurance on the first anniversary true up order made pursuant to either a renewal enrollment or a non-renewal enrollment, the original true up reference price shall be calculated according to the following formula:

$\{ L + (2.5 \times SA) \} \times 0.85$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts;

- (iv) for orders of License & Software Assurance on the second anniversary true up order made pursuant to either a renewal enrollment or a non-renewal enrollment, the original true up reference price shall be calculated according to the following formula:

$\{ L + (1.5 \times SA) \} \times 0.85$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts; and

- (v) for orders of License & Software Assurance on the third anniversary true up order made pursuant to either a renewal enrollment or a non-renewal enrollment, the original true up reference price shall be calculated according to the following formula:

$\{ L + (0.5 \times SA) \} \times 0.85$, less an additional premium level discount (if applicable) and/or platform discount (if applicable) pursuant to the terms and conditions below governing such additional discounts.

The results of each of the above calculations will be rounded to the nearest penny.

For example, if, at the annual pricing date which immediately precedes an annual pricing period, the standard license estimated retail price (L) for an enterprise product is \$100.00 per desktop, and the one-year Software Assurance estimated retail price is \$25.00 per desktop, then:

- The initial annual reference price for License & Software Assurance for a non-renewal enrollment during such annual pricing period will be:
 $\{ [\$100.00 + (3 \times \$25.00)] \times 0.85, \text{ divided by } 3 \} = \$49.58 \text{ per desktop per year, less platform discount (if any), less premium level discount (if any);}$
- The initial annual reference price for Software Assurance for a renewal enrollment during such annual pricing period will be:
 $\$25.00 \times 0.95 = \$23.75 \text{ per desktop per year, less platform discount (if any), less premium level discount (if any);}$
- The original true up reference price for License & Software Assurance at the first anniversary of the effective date of either a renewal or non-renewal enrollment during such annual pricing period will be:
 $\{ \$100.00 + (2.5 \times \$25.00) \} \times 0.85 = \$138.13 \text{ per desktop, less platform discount (if any), less premium level discount (if any);}$
- The original true up reference price for License & Software Assurance at the second anniversary of the effective date of either a renewal or non-renewal enrollment during such annual pricing period will be:
 $\{ \$100.00 + (1.5 \times \$25.00) \} \times 0.85 = \$116.88 \text{ per desktop, less platform discount (if any), less premium level discount (if any);}$
- The original true up reference price for License & Software Assurance at the third anniversary of the effective date of either a renewal or non-renewal enrollment during such annual pricing period will be: and
 $\{ \$100.00 + (0.5 \times \$25.00) \} \times 0.85 = \$95.63 \text{ per desktop, less platform discount (if any), less premium level discount (if any).}$

(3) Additional discounts applied to initial prices for components. After calculating initial prices for each component enterprise product pursuant to the above formulas, the following additional discounts may be applied to such prices, subject to the terms and conditions below:

(A) A "platform discount" will be applied to component platform products (e.g. Microsoft Office Professional) ordered pursuant to platform enrollments, but not to other enterprise products, if any (e.g. Microsoft Project), in such platform enrollments. Such platform discounts are as follows:

- (i) 15% for initial orders of License & Software Assurance on non-renewal enrollments;
- (ii) 5% for initial orders (but not true up orders) of Software Assurance for renewal enrollments; and
- (iii) 15% for true up orders of License & Software Assurance for both renewal enrollments and non-renewal enrollments.

For example, if the initial annual reference price of a component product in a non-renewal platform enrollment, before the platform discount is applied, is \$100.00, the platform discount will be \$15.00, and the resulting initial annual reference price will be

$$\{ \$100.00 - \$15.00 \} = \$85.00.$$

(B) A "premium level discount" will be applied to an enterprise product, provided that the aggregate family desktop count that applies to such product is equal to or greater than 40,000 qualified desktops. The amount of such premium level

discount shall be determined according to Table 1 in Addendum A, by matching the aggregate family desktop count for the applicable product family (as of the annual pricing date which immediately precedes such annual pricing period) with the applicable column under the heading "Premium Level Discount." Such premium level discount (if any) will be applied before applying a platform discount (if any).

For example, if the initial annual reference price of a component product in a non-renewal platform enrollment, before the platform discount and premium level discount are applied, is \$100.00, and the aggregate desktop count for the product family is 60,000 qualified desktops, then a corresponding premium level discount of 4% will be applied (i.e. a discount of \$4.00), so the resulting initial annual reference price before the platform discount is applied will be:

$$\{ \$100.00 - \$4.00 \} = \$96.00.$$

The platform discount applied will be 15% of \$96.00, which is \$14.40, so the resulting annual reference price after the platform discount is applied will be

$$\{ \$96.00 - 14.40 \} = \$81.60.$$

The results of each of the above discount calculations will be rounded to the nearest penny. Such discounts will be provided so long as they are made generally available to all volume licensing customers. If the amount of either such generally available discount is increased, decreased, or eliminated, such increase, decrease or elimination will apply to the annual pricing period which immediately follows such event.

Table 4 and 5 in Addendum A show the initial annual reference prices and original true up reference prices, respectively, that shall apply during the first annual pricing period. We will provide you with new initial annual reference prices on or before the first day of each subsequent annual pricing period.

(4) Price adjustments for third annual installment and true up payments upon sustained change of annual price level.

The unit reference prices of the following payments (collectively, the "adjustable payments") are subject to change ("adjustment"), provided that the state's annual price level has increased or decreased, relative to the initial price level, as of both the first and second anniversaries of an enrollment:

- (i) the third annual installment payment for the qualified desktops ordered pursuant to the initial order;
- (ii) additional qualified desktops (if any) ordered pursuant the second anniversary true up order; and
- (iii) additional qualified desktops (if any) ordered pursuant the third anniversary true up order.

Such adjustment in unit reference price will be determined separately for each product family, pursuant to Tables 2 and 3 in Addendum A. The adjustment multiplier for each applicable product family on an enrollment is determined in such table by finding the intersection of (i) the column which corresponds to the initial price level, and (ii) the line which corresponds to the ending price level. The adjustment multiplier applicable to each product family will then be multiplied by the initial annual reference price for each applicable enterprise product in such product family, in order to determine the new reference prices for the adjustable payments.

For the purposes of this Subsection 13(e)(4), one annual price level is "higher" than another volume level if the minimum aggregate family desktop count requirement for such level is greater than that for the second level, and one annual price level is "lower" than another volume level if

the minimum aggregate family desktop count requirement for such level is lower than that for the second level. For example, Level D is higher than Level C, and the 40K Premium Level is lower than the 60K Premium Level.

In the event that your annual price level becomes lower in one annual pricing period than in the previous year, we (or the reseller on our behalf) will send a written notice to each enrolled affiliate that executed an enrollment during the previous annual pricing period, advising such enrolled affiliate that a price increase may occur for the third annual installment payment pursuant to its enrollment in the event that the subsequent annual price level has not increased to a level equal to or greater than the initial annual price level. Such notice will be delivered at least 12 months prior to the date upon which such third annual installment payment will become due.

The ending price level shall be determined for each product family on each enrollment according to the relationship between initial price level and the annual price levels for the first and second anniversaries, respectively, according to the following table:

Annual Price Level Criteria:			Examples with sample price levels:			
If the first anniversary price level is:	and the second anniversary price level is:	then the ending price level will be:	Initial Annual Price level	First Anniversary Annual Price Level	Second Anniversary Annual Price Level	Ending Price Level
the same as the initial price level	any level	The initial price level	C	C	Any Level	C
Higher than the initial price level	the same or higher than the first anniversary price level	The first anniversary price level	B	C or D	C or D	C
Higher than the initial price level	lower than the first anniversary price level but higher than the initial level	the second anniversary price level	B	D	C	C
Higher than the initial price level	the same as or lower than the initial price level	The initial price level	B	C	A or B	B
Lower than the initial price level	the same or lower than the first anniversary price level	The first anniversary price level	C	B	A or B	B

Lower than the initial price level	higher than the first anniversary price level but lower than the initial level	the second anniversary price level	C	A	B	B
Lower than the initial price level	the same as or higher than the initial price level	The initial price level	C	A or B	C or D	C

(5) Special price level for enrollments executed during the first annual pricing period ("year 1 enrollments").

As an exception to the foregoing, the parties agree that the initial price level for each product family for the first annual pricing period shall be the 60K Premium Level, notwithstanding the fact that the actual aggregate family desktop counts are as follows:

- Office Family: 59,065
- Windows Family: 60,350
- CAL Family: 53,726

This allowance is based upon the parties' good faith estimate that the aggregate family desktop count in all product families will surpass 60,000 qualified desktops as of the second annual pricing date, and will remain above 60,000 beyond the third annual pricing date. For the purposes of calculating an end pricing level for such year 1 enrollments, the first anniversary price level and second anniversary price levels shall be determined pursuant to the normal terms of this Section 13(e) above.

(6) Additional terms and conditions.

You acknowledge, on behalf of your enrolled affiliates, that the reference prices for the third annual payment of certain enrollments, along with true up payments due at their second and third anniversaries, respectively, may increase pursuant to the terms of this Section 13(e). It is recommended that affiliates not enter into enrollments hereunder unless (a) they are aware of such possibility that their price may increase as stated above; and (b) they anticipate that sufficient budget will be approved to cover such increased payment amount.

You acknowledge and agree that there may be certain instances in which the reference prices of certain enterprise products in certain enrollments executed by your affiliates, whether under this Enterprise Agreement or otherwise under a separate Enterprise Agreement or Enterprise Subscription agreement, may be adjusted in ways that vary from the adjustments agreed upon in this Section 13(e), pursuant to separate agreement between the enrolled affiliate and us. Such instances may include, but are not limited to, those enrollments: (i) that were executed prior to this enterprise agreement; (ii) that contain other enterprise products than those in the three product families defined herein; (iii) for which we negotiate a special payment schedule or ramped installment payments upon the condition that the reference price of such enrollment be uplifted to account for the time value of money; and (iv) for which a special price is negotiated to match the equivalent Microsoft Select estimated retail price for sufficient licenses, such as to account for unexpired Upgrade Advantage and/or Software Assurance.

Reference prices are provided only for the purpose of comparison. Actual pricing and payment terms will be determined by agreement between each enrolled affiliate and its chosen reseller.

All adjustments to reference prices defined herein will correspond to a proportional adjustment we will make to the reseller's confidential cost.

You agree to assist us in making eligible affiliates aware of the general terms, conditions, and benefits of entering into an Enrollment, by:

- (i) posting such information a website accessible to each such affiliate;*
- (ii) broadcasting an email announcement of such terms, conditions and benefits to all Information Technology Directors or similar officers within prospective Participating Affiliates; and*
- (iii) participating, upon our request and as your schedule reasonably permits, in conference calls with such prospective Participating Affiliates, to discuss such terms, conditions, and benefits.*

Addendum A

Table 1: Volume Level Determinations

Aggregate Family Desktop Count	Annual Price Level Name	EA / Select Price List Volume Level	Premium Level Discount
250 - 2,399	Level A	Level A	N/A
2,400 - 5,999	Level B	Level B	N/A
6,000 - 14,999	Level C	Level C	N/A
15,000 - 39,999	Level D	Level D	N/A
40,000 - 59,999	40K Premium Level	Level D	2.00%
60,000 - 79,999	60K Premium Level	Level D	4.00%
80,000 - 119,999	80K Premium Level	Level D	6.00%
120,000 - 299,999	120K Premium Level	Level D	7.50%
300,000 - 499,999	300K Premium Level	Level D	9.00%
500,000 or more	500K Premium Level	Level D	10.00%

Table 2: Adjustment Multipliers for 3rd year payments:

		Initial Price Level									
		Level A	Level B	Level C	Level D	40K Premium Level	60K Premium Level	80K Premium Level	120K Premium Level	300K Premium Level	500K Premium Level
Ending Price Level	Level A	1.000	1.070	1.070	1.070	1.070	1.070	1.070	1.070	1.070	1.070
	Level B	0.847	1.000	1.070	1.070	1.070	1.070	1.070	1.070	1.070	1.070
	Level C	0.652	0.819	1.000	1.070	1.070	1.070	1.070	1.070	1.070	1.070
	Level D	0.456	0.637	0.833	1.000	1.040	1.070	1.070	1.070	1.070	1.070
	40K Premium Level	0.404	0.588	0.789	0.959	1.000	1.041	1.070	1.070	1.070	1.070
	60K Premium Level	0.350	0.538	0.743	0.917	0.958	1.000	1.042	1.070	1.070	1.070
	80K Premium Level	0.294	0.486	0.695	0.872	0.915	0.957	1.000	1.032	1.064	1.070
	120K Premium Level	0.250	0.445	0.657	0.838	0.881	0.924	0.968	1.000	1.032	1.054
	300K Premium Level	0.205	0.403	0.619	0.802	0.846	0.890	0.934	0.967	1.000	1.022
	500K Premium Level	0.174	0.374	0.592	0.778	0.822	0.867	0.911	0.944	0.978	1.000

Table 3: Adjustment Multipliers for 2nd and 3rd Year True Up Payments:

		Initial Price Level									
		Level A	Level B	Level C	Level D	40K Premium Level	60K Premium Level	80K Premium Level	120K Premium Level	300K Premium Level	500K Premium Level
Ending Price Level	Level A	1.000	1.070	1.070	1.070	1.070	1.070	1.070	1.070	1.070	1.070
	Level B	0.929	1.000	1.070	1.070	1.070	1.070	1.070	1.070	1.070	1.070
	Level C	0.852	0.917	1.000	1.070	1.070	1.070	1.070	1.070	1.070	1.070
	Level D	0.786	0.846	0.923	1.000	1.020	1.042	1.064	1.070	1.070	1.070
	40K Premium Level	0.771	0.829	0.905	0.980	1.000	1.021	1.043	1.059	1.070	1.070
	60K Premium Level	0.755	0.812	0.886	0.960	0.980	1.000	1.021	1.038	1.055	1.067
	80K Premium Level	0.739	0.795	0.868	0.940	0.959	0.979	1.000	1.016	1.033	1.044
	120K Premium Level	0.727	0.783	0.854	0.925	0.944	0.964	0.984	1.000	1.016	1.028
	300K Premium Level	0.715	0.770	0.840	0.910	0.929	0.948	0.968	0.984	1.000	1.011
	500K Premium Level	0.708	0.762	0.831	0.900	0.918	0.937	0.957	0.973	0.989	1.000

Addendum A (Continued)

Table 4: Initial Annual Reference Prices for Component Enterprise Products in enrollments executed during first annual pricing period:

Enterprise Product	New 3-Year Enterprise Enrollment	Renewal 3- Year Enterprise Enrollment	Family	EA Level for Family
Office Pro	\$ 181.44	\$ 95.04	Office	60K - 80K
Office Std	\$ 150.72	\$ 78.72	Office	60K - 80K
Windows Professional	\$ 58.56	\$ 39.36	Windows	60K - 80K
Windows CAL	\$ 11.52	\$ 5.76	CAL	60K - 80K
Exchange CAL	\$ 24.96	\$ 12.48	CAL	60K - 80K
SharePoint CAL	\$ 26.88	\$ 13.44	CAL	60K - 80K
SMS CAL	\$ 15.36	\$ 7.68	CAL	60K - 80K
SQL CAL	\$ 54.72	\$ 26.88	CAL	60K - 80K
Core CAL (Windows, Exchange, Sharepoint, & SMS CALs)	\$ 73.92	\$ 35.52	CAL	60K - 80K
BackOffice CAL (Windows, Exchange, SQL, & SMS CALs)	\$ 100.80	\$ 48.00	CAL	60K - 80K

Table 5: Original True Up Reference Prices for component Enterprise Products in enrollments executed during first annual pricing period:

Enterprise Product	1st Anniv. True Up	2nd Anniv. True Up	3rd Anniv. True Up	Family	EA Level for Family
Office Pro	\$ 502.08	\$ 417.60	\$ 333.12	Office	60K - 80K
Office Std	\$ 417.60	\$ 347.52	\$ 277.44	Office	60K - 80K
Windows Professional	\$ 158.40	\$ 123.84	\$ 89.28	Windows	60K - 80K
Windows CAL	\$ 30.72	\$ 25.92	\$ 21.12	CAL	60K - 80K
Exchange CAL	\$ 68.16	\$ 57.60	\$ 47.04	CAL	60K - 80K
SharePoint CAL	\$ 72.96	\$ 61.44	\$ 50.88	CAL	60K - 80K
SMS CAL	\$ 41.28	\$ 35.52	\$ 28.80	CAL	60K - 80K
SQL CAL	\$ 151.68	\$ 128.64	\$ 105.60	CAL	60K - 80K
Core CAL (Windows, Exchange, Sharepoint, & SMS CALs)	\$ 203.52	\$ 172.80	\$ 141.12	CAL	60K - 80K
BackOffice CAL (Windows, Exchange, SQL, & SMS CALs)	\$ 279.36	\$ 236.16	\$ 193.92	CAL	60K - 80K

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	U1063194	Framework ID	N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61288	Reseller purchase order number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment number <i>Reseller to complete</i>	
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, “you” refers to the entity that signs this enrollment with us, and “we” or “us” refers to the Microsoft entity that signs this enrollment.

“Qualifying Enrollment,” means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous “Qualifying Enrollments” then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

<i>Customer</i>	<i>Contracting Microsoft Affiliate</i>
Name of entity * Williamson County	Microsoft Licensing, GP
Signature *	Signature
Printed name *	Printed name
Printed title *	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

Microsoft Volume Licensing web sites	
(Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

<i>Notices to Microsoft should be sent to:</i>	<i>Copies should be sent to:</i>
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

☒	<u>Media Order Form (required)</u>
☐	<u>Core User CAL Terms and Conditions, if applicable</u>
☐	<u>MS Capital Form, if applicable</u>

Customer. Please remit to your reseller.

Reseller. Please remit to Microsoft.

1. *Contact information.* Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

<i>Customer</i>		
Name of entity *		Contact name *
Williamson County		Last Gleason First Alison
Street address *		Contact email address (required for online access) *
301 SE Inner Loop Blvd, Suite 105		agleason@wilco.org
City *	State/Province *	Phone
Georgetown	TX	512-943-1680
Country *	Postal code *	Fax
USA	78626	512-943-1488

Notices and online access contact information: **Complete this only if you want to designate a notices and online access contact different than the primary contact.** This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

<i>Notices and online access contact</i>		
☒ Same as primary contact		
Name of entity		Contact name
		Last
		First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact

Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact

Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

<i>MSDN contact</i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address @microsoft.com
--------------------------------	---

2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
☒	Only you (and no other affiliates) will be participating
☐	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
☐	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic Bulgarian Chinese Simplified Chinese Traditional Croatian English ¹ Hebrew Indic Japanese Korean Portuguese (Brazil) Romanian Russian Serbian Spanish ² Thai Turkish Ukrainian	Danish Dutch English ¹ Finnish French ³ German Greek Italian Norwegian Portuguese (Portugal) Spanish ² Swedish	Czech Estonian Hungarian Latvian Lithuanian Polish Slovenian Slovak
¹ English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3) ² Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language. ³ French is a "Listed Language," if signed in Canada		

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box

- ☐ Listed Languages
- ☒ All Languages
- ☐ Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	0
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	0

7. Enterprise product orders.

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	☐	
Office Professional Plus ¹	☐	
Office Enterprise	☐	
Office Standard ¹	☐	
Core Client Access License ^{1, 2}	☐	☐
Enterprise Client Access License Suite ^{1, 2}	☐	☐
Exchange Server Client Access License Standard ²	☐	☐
Exchange Server Client Access License Enterprise ²	☐	☐
Office SharePoint Server Client Access License Standard ²	☐	☐
OfficeSharePoint Server Client Access License Enterprise ²	☐	☐
Windows Server Client Access License ²	☐	☐
Systems Management Server Configuration Management License	☐	☐
Systems Center Operations Manager Client Operations Management License	☐	☐

Windows Terminal Services Client Access License ²	☐	☐
Office Communication Server Client Access License Standard ²	☐	☐
Office Communication Server Client Access License Enterprise ²	☐	☐
SQL Server Client Access License ²	☐	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

¹ The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

² If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: Dell Inc.
Street address: (PO boxes will not be accepted) One Dell Way
City and State / Province and postal code: Round Rock, TX 78682
Country: US
Contact name:
Phone number:
Fax number:
Email address: us_ms_vl_admin@dell.com

The undersigned confirms that the reseller information is correct.

Name of reseller Dell Inc.
Signature
Printed name
Printed title
Date

Commissioners Court - Regular Session

35.

Meeting Date: 08/13/2013

CR 165 Renaming to Alliance Blvd

Submitted By: Richard Semple, Information
Technology

Department: Information Technology

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action regarding the reaming of CR 165 to Alliance Blvd. Pct 4.

Background

The City of Hutto is requesting that the County rename CR 165 and make the new name Alliance Boulevard.

Attachments

Alliance Blvd

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:10 AM

Started On: 08/08/2013 08:57 AM

RESOLUTION NO. R-13-07-18-12A1

A RESOLUTION AUTHORIZING THE MAYOR TO REQUEST THE DESIGNATION OF CR 165 TO ALLIANCE BOULEVARD; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the City of Hutto elected officials, do hereby respectfully request the Commissioner's of Williamson County, Texas, to rename County Road 165 to "Alliance Boulevard", said street segment being described and attached hereto as Exhibit "A"; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby requests the Williamson County Commissioners to designate CR 165 as "Alliance Boulevard", a copy of the street segment to be renamed being attached hereto as "Exhibit A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 18th day of July, 2013.

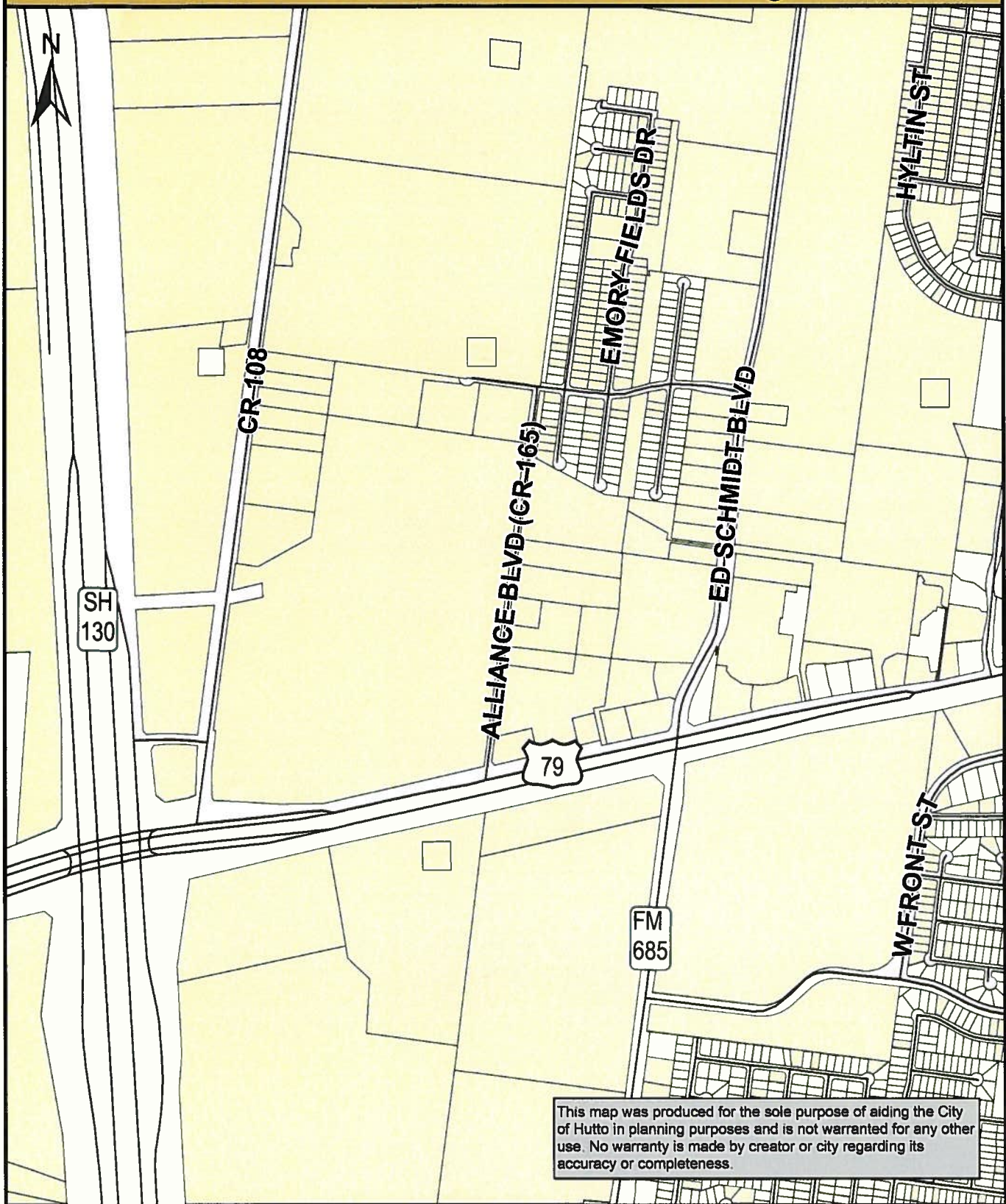
CITY OF HUTTO, TEXAS


Debbie Holland, Mayor

ATTEST:


Christine Martinez, City Secretary

Alliance Blvd. Street Name Change



Map Document: (K:\SITE LOCATION MAPS\2013

Site Location Maps\CR_165\Alliance_Bldv.mxd)

6/25/2013 -- 10:22:16 AM



0 500 1,000 2,000
Feet

Meeting Date: 08/13/2013

CR 108 renaming to Innovation Blvd

Submitted By: Richard Semple, Information
Technology

Department: Information Technology

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action regarding the renaming of the portion of CR 108 from US 79 to Limmer Loop to Innovation Blvd. Pct 4.

Background

The City of Hutto is requesting that the County rename a portion of CR 108 and make the new name Innovation Boulevard.

Attachments

Innovation Blvd

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:11 AM

Started On: 08/08/2013 09:03 AM

RESOLUTION NO. R-13-07-11-12A2

**A RESOLUTION REQUESTING THE WILLIAMSON COUNTY, TEXAS
COMMISSIONIONERS COURT TO RENAME A PORTION OF
COUNTY ROAD 108, FROM US79 NORTH TO LIMMER LOOP, TO
"INNOVATION BOULEVARD."**

WHEREAS, a portion of County Road 108, from US 79 north to Limmer Loop, is within the limits of the City of Hutto, Texas, and

WHEREAS, street name designations provide for easier identification for City staff, citizens, and emergency service providers; and

WHEREAS, the City of Hutto elected officials, wishes to submit a request to the Williamson County, Texas Commissioner's Court to rename a portion of County Road 108 to "Innovation Boulevard,"

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the Hutto City Council hereby respectfully requests the Williamson County, Texas Commissioners Court to rename a portion of County Road 108, beginning at US 79 and going north to Limmer Loop, to "Innovation Boulevard", as described on the copy of the street segment attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 11th day of July, 2013.

CITY OF HUTTO, TEXAS



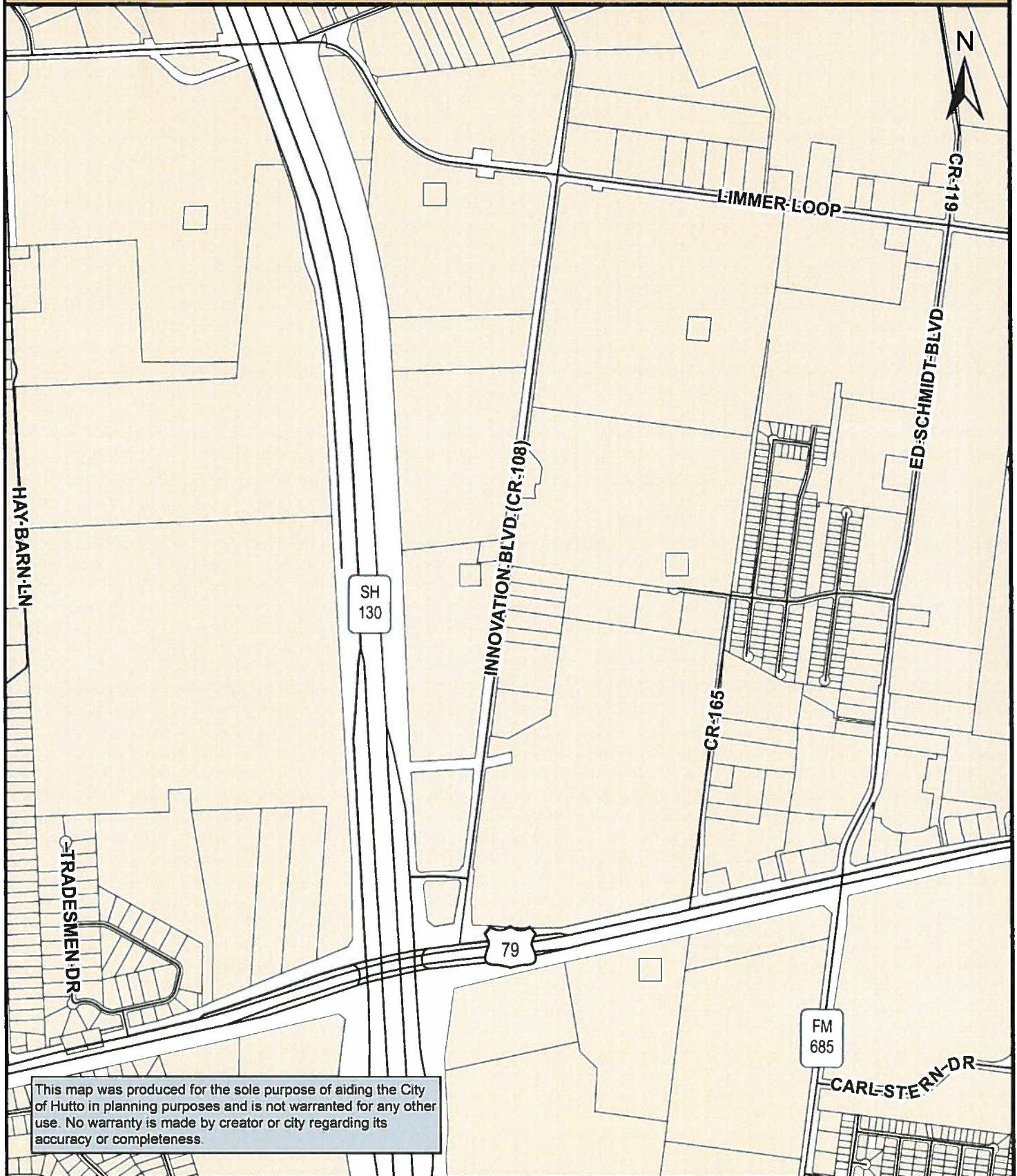
Debbie Holland, Mayor

ATTEST:



Christine Martinez, City Secretary

Innovation Blvd. Street Name Change



Map Document: (K:\SITE LOCATION MAPS\2012

Site Location Maps\CR_108\Innovation_Bldv.mxd)

8/6/2012 -- 9:43:51 AM



0 600 1,200 2,400 Feet



Commissioners Court - Regular Session

37.

Meeting Date: 08/13/2013

Federal E-Grant access request.

Submitted For: Jarred Thomas

Submitted By:

Jarred Thomas, Emergency
Management

Department: Emergency Management

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take action authorizing the County Judge to sign a letter requesting access to the E-Grant System.

Background

Emergency Management is required to request access to the Federal E-Grants system annually. Access to the E-Grant system is required to submit for certain grant projects to include Hazard Mitigation.

Attachments

FY13 E-Grant Request

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 08/07/2013

Reviewed By

Wendy Coco

Date

08/07/2013 03:52 PM

Started On: 08/07/2013 08:44 AM



DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

August 13, 2013

Ms. Julia Germany
Hazard Mitigation Grant Administrator
Texas Department of Public Safety
Division of Emergency Management
P O Box 4087
Austin, TX 78773-0220

Dear Ms. Germany:

I am requesting new user access to the E-Grant system for the individuals on the attached list for the purpose of preparing FY 2013 Pre-Disaster Mitigation and Repetitive Flood Claims grants for Williamson County.

Mr. Jarred Thomas, the Williamson County Emergency Management Coordinator; and Dee Harrison, Emergency Management Specialist, will be the Williamson County Points of Contact for the E-Grant system.

If you have any questions or need further assistance, please contact Mr. Thomas at 512-943-3747 or Ms. Harrison at 512-943-3876.

Sincerely,

Dan A Gattis
County Judge
Williamson County, Texas

Att: (1)

Williamson County E-Grant system new users requested:

Sign/Submit rights:

Dan Gattis, Williamson County Judge
701 Main Street, Ste 101, Georgetown, TX 78626
PH: 512-943-1550 FAX: 512-943-1662 email: ctyjudge@wilco.org

Create/Edit rights:

Jarred Thomas, Emergency Management Coordinator, Williamson County OEM
303 Martin Luther King, Georgetown, TX 78626
PH: 512-943-3747 FAX: 512-943-1193 email: jthomas@wilco.org

Marty Herrin, Chief, HazMat Response / Asst EMC, Williamson County OEM
303 Martin Luther King, Georgetown, TX 78626
PH: 512-943-1271 FAX: 512-943-1193 email: mherrin@wilco.org

Dee Harrison, Emergency Management Specialist, Williamson County OEM
303 Martin Luther King, Georgetown, TX 78626
PH: 512-943-3876 FAX: 512-943-1193 email: dharrison@wilco.org

View/Print rights:

Melanie Denny, Financial Director, Williamson County Auditor's Office
701 Main Street, Ste 301, Georgetown, TX 78626
PH: 512-943-1579 FAX: 512-943-1267 email: mdenny@wilco.org

David Dukes, Assistant Financial Director, Williamson County Auditor's Office
701 Main Street, Ste 301, Georgetown, TX 78626
PH: 512-943-1579 FAX: 512-943-1267 email: ddukes@wilco.org

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

July 29, 2013

Dear Emergency Management Colleague:

This letter serves to announce the guidance and deadlines for FY 2013 Pre-Disaster Mitigation (PDM) Grant program for the State of Texas.

A PDM grant provides FEMA funds to implement mitigation projects that address natural hazards or development of local hazard mitigation plans.

Eligible applicants for this grant are local governments/communities, state agencies, and Indian Tribal governments. Private non-profit organizations are not eligible sub-applicants.

It is essential to develop a viable, competitive application. It is necessary to allocate sufficient time for completion of the PDM application. Applicants must request access into e-Grants, a federal web-based system. After users receive user IDs, the applications can be entered into e-Grants. The State reviews the applications for eligibility, feasibility, cost-effectiveness and completeness, before submittal to FEMA.

The deadline to request e-Grant access through TDEM is August 13, 2013. The deadline for submittal of the PDM application to the State is September 18, 2013.

I encourage you to circulate the attached State of Texas Guidance to interested parties within your jurisdiction. If you have questions concerning project selection or application preparation, please contact Ms. Julia Germany at 512-424-7265 or julia.germany@dps.texas.gov. Make plans to join the webinar mentioned in the attached guidance document.

Sincerely,

W. Nim Kidd, CEM®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK:jg

1 Attachment, State Guidance

Meeting Date: 08/13/2013

Litigation

Submitted By: Wendy Coco, County Judge

Department: County Attorney

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action regarding the employment of attorneys Malouf & Nockels, LLP as lead counsel/co-counsel to represent Williamson County in an intervention in the MERS related litigation, Civil Action No. 2:12-cv-00131, Nueces County v. Merscorp Holdings, Inc. et al, In The United States District Court For The Southern District of Texas-Corpus Christi Division; and consider approval of the exemption of those attorney services from the competitive proposal/bid requirements of the County Purchasing Act pursuant to the discretionary exemption for personal and professional services, as set forth under Section 262.024 (a) (4) of the Texas Local Government Code; and authorize the County Judge to execute the proposed contingency fee contracts for engagement of those services.

Background

Form Review

Form Started By: Wendy Coco

Started On: 08/09/2013 10:43 AM

Final Approval Date: 08/09/2013

Commissioners Court - Regular Session

39.

Meeting Date: 08/13/2013

Freese and Nichols - Berry Springs

Submitted For: Randy Bell

Submitted By:

Randy Bell, Parks

Department: Parks

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider approval of Supplemental Work Authorization No. 2 for the Berry Springs Park Dam – Phase II with Freese and Nichols, Inc. for archeological services.

Background

This change order for \$15,250 will permit Freese and Nichols to provide archeological monitoring services during initial stages of construction

Attachments

Work Authorization

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/09/2013 03:10 PM

Form Started By: Randy Bell

Started On: 08/08/2013 08:26 AM

Final Approval Date: 08/09/2013

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 (Berry Springs Park Dam- Phase II Services)

This Supplemental Work Authorization No. 2 is made pursuant to the terms and conditions of the Professional Services Agreement (the "Agreement") entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer"). The Agreement was approved by the Williamson County Commissioners Court and executed by County and Engineer on or about February 21, 2012.

RECITALS

WHEREAS, Engineer has completed the Phase I – Dam Evaluation and Alternatives Analysis services in relation to the Berry Springs Park Dam and County has compensated the Engineer for said services;

WHEREAS, as a part of the above mentioned Phase I services under the Agreement, Engineer evaluated flood damage to the Berry Springs Park Dam and developed a preliminary design in a report dated September 19, 2012, of which County has been provided;

WHEREAS, because the extent of the work to be completed to the Berry Springs Park Dam was unknown at the time the Agreement was executed and because some of the work would possibly be performed by County's forces, Engineer and County agreed to postpone the scoping of Phase 2 services until after Phase I services were completed;

WHEREAS, thereafter the County reviewed the Phase 1 - Dam Evaluation and Alternatives Analysis and selected elements to be included in a bid package for repairs to the Berry Springs Park Dam;

WHEREAS, Engineer and County developed a detailed scope, schedule and budget to complete Phase 2 services in relation to the Berry Springs Park Dam and such services were added as Additional Services under the Supplemental Work Authorization No. 1 to the Agreement; and

WHEREAS, it has now been determined that archeological monitoring services are now required during the initial stages of the construction of the repairs to the Berry Springs Park Dam;

WHEREAS, County and Engineer, through Engineer's subcontractor American Archeological Group LLC ("AAG"), developed a scope, schedule and budget to complete the archeological monitoring services in relation to the Berry Springs Park Dam and such services shall be deemed Additional Services hereunder; and

NOW, THEREFORE, County and Engineer agree to the performance of the professional services by Engineer, through its subcontractor AAG, and the payment for such services by County as set forth below.

Part 1. Scope of Additional Services: The Engineer shall perform the Additional Services set

out in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

Part 2. Compensation: The amount payable for the Additional Services under this Supplemental Work Authorization No. 2, without modification, shall be \$15,250.00. Compensation for the services hereunder will be computed based on Exhibit II - Hourly Rates of the Agreement. In the event additional days of monitoring are required and consented to in writing and in advance by County, Engineer will provide such additional days of monitoring for a fee of **\$1,100.00 per monitoring day**.

Part 3. Payment: Payment to the Engineer for the Additional Services established under this Supplemental Work Authorization No. 2 shall be made in accordance with the terms and conditions of the Agreement.

Part 4. Time of Completion: Upon the parties' complete execution of this Supplemental Work Authorization No. 2, Engineer shall commence performance of the Additional Services set out in Exhibit "A". All necessary field work associated with the Additional Services must be commenced and completed as soon as practical following commencement of the Additional Services. Engineer hereby agrees to complete the Additional Services by submitting a draft report for review to the Texas Historical Commission within 30 calendar days from the completion of the necessary field work.

If Engineer's services are delayed through no fault of Engineer, Engineer shall be entitled to adjust the Schedule consistent with the number of days of delay. These delays may include but are not limited to delays in County or regulatory reviews, delays on the flow of information to be provided to Engineer, governmental approvals and the other similar delays that are beyond the control of Engineer. These delays may result in an adjustment to compensation; provided, however, any adjustments to compensation must be agreed to by County following adequate substantiation by Engineer.

Part 5. Waiver; Amendment and Conflict: Except as specifically set forth herein, this Supplemental Work Authorization No. 2 does not waive or amend the parties' responsibilities and obligations provided under the Agreement or any prior supplements or amendments thereto. To the extent the terms and conditions of this Supplemental Work Authorization No. 2 conflict with the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Part 6. Acceptance: This Supplemental Work Authorization No. 2 is hereby accepted and acknowledged as of the date below.

EXECUTED this ____ day of _____, 2013.

Engineer:

Freese and Nichols, Inc.

By:

Signature

Victor Vasquez

Printed Name

Principal

Title

County:

Williamson County, Texas

By:

Signature

Printed Name

Title

LIST OF EXHIBITS

Exhibit "A" - Additional Services to be Provided by Engineer

EXHIBIT "A"

ADDITIONAL SERVICES TO BE PROVIDED BY ENGINEER

I. SCOPE OF ADDITIONAL SERVICES:

Engineer, through its subcontractor AAG, shall provide the following Additional Services in relation to the Berry Springs Park Dam (also sometimes referred to herein as the "Project"):

- A. Obtain Antiquities Permit from the Texas Historical Commission;
- B. Provide archeological monitoring during the initial stages of construction (excavation and foundation preparation) for up to ten (10) days;
- C. Curate minor artifacts or associated records up to a direct cost of \$500.00; and
- D. Prepare a Monitoring Report of the archeological monitoring in conformance with the Texas Historical Commission's requirements.

II. DELIVERABLES

- A. Antiquities Permit.
- B. Monitoring Report.

III. ADDITIONAL SERVICES: Any services not included above shall be considered other Additional Services outside of the scope of this Supplemental Work Authorization No. 2 and, if authorized by County, will be computed based on Exhibit II - Hourly Rates of the Agreement.

IV. DESIGNATED REPRESENTATIVES: Engineer and County designate the following representatives:

County's Designated Representative – Randy Bell, 219 Perry Mayfield, Leander, TX 78641, (512) 943-1922, randybell@wilco.org.

Engineer Project Manager – Jay Scanlon, P.E., 10814 Jollyville Road, Suite 100, Austin, Texas 78759, (512) 617-3100, jws@freese.com

Engineer Accounting Contact – Billy Metzger, 10814 Jollyville Road, Suite 100, Austin, Texas 78759, (512) 617-3177, Billy.Metzger@freese.com

Commissioners Court - Regular Session

40.

Meeting Date: 08/13/2013

Advertise Property and Casualty Insurance RFP

Submitted For: Bob Space

Submitted By:

Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider authorizing advertising and setting date of September 3, 2013 at 3:00 PM in the Purchasing Department to receive proposals for Property and Casualty Insurance, 14RFP00202.

Background

Williamson County has been covered for Property and Casualty by Key and Piskuran Insurance Agency. The contract with this vendor will expire September 30, 2013. This RFP is for coverage of property, mobile equipment, boiler and machinery and electronic data processing. Gary Wilson, Jay Schade, Randy Bell, Randy Rogers, Kay Estes, Lisa Moore and Ashlie Koenig have assisted in updating all information needed to provide property lists for this RFP.

Attachments

Property and Casualty Insurance RFP

Form Review

Inbox

Reviewed By

Date

Purchasing (Originator)

Bob Space

08/08/2013 07:34 AM

County Judge Exec Asst.

Wendy Coco

08/08/2013 10:10 AM

Form Started By: Connie Singleton

Started On: 08/02/2013 03:51 PM

Final Approval Date: 08/08/2013



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

PROPERTY AND CASUALTY INSURANCE FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 14RFP00202

PROPOSALS MUST BE RECEIVED ON OR BEFORE: September 3, 2013 3:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: September 3, 2013 3:00 PM

PRE-PROPOSAL CONFERENCE:

August 22, 2013 AT 3:00 PM

901 South Austin Avenue, Georgetown, Texas

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 14RFP00202. Specifications for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents shall forward one (1) original, one (1) paper copy and one (1) CD copy of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME:	Property and Casualty Insurance
PROPOSAL NO:	14RFP00202
DUE DATE/TIME:	September 3, 2013, ON OR BEFORE 3:00 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 South Austin Avenue Georgetown, TX 78626

All Respondents interested in submitting a Proposal should attend a Pre-Proposal Conference on August 22, 2013 at 3:00 PM at Williamson County Purchasing, 901 South Austin Avenue, Georgetown Texas.

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent or successor:
Jonathan Harris
901 South Austin Avenue
Georgetown, TX 78626
joharris@wilco.org

Question submittals must be made via email to joharris@wilco.org , and are due by 5PM CST on August 26, 2013. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the RFP will be posted on the Williamson County vendor portal at the following link:
<http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal. No negotiations or modifications to the Proposals received will be allowed.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE RFP.**

PROPERTY AND CASUALTY INSURANCE FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 14RFP00202

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements and Submittal Checklist** must be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County's sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas 78626.

HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS

Tentative Schedule of Events

Issuance of RFP	August 13, 2013
Pre-Proposal Conference	August 22, 2013 3:00 PM
Deadline to Submit Questions	August 26, 2013 5:00 PM
Proposal Submission Deadline (Late Proposals will not be considered)	September 3, 2013 3:00 PM
Proposals Distributed to Evaluation Committee	September 3, 2013
Evaluation Committee to Tabulate Scoring and Determines Short List	Sept 4-Sept 6, 2013
Conduct Interview/Best and Final Offer/Short List (optional)	September 9 2013
Recommendation for Contract Award	September 24, 2013

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.2.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

2.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including

warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

- b. Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data

furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

2.2.12 INTENTIONALLY DELETED

2.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH)

DAY OF EACH MONTH; PROVIDE **WILLIAMSON COUNTY** WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF **WILLIAMSON COUNTY** REQUIRED BY **SUCCESSFUL RESPONDENT** IN THE DEFENSE OF EACH MATTER. **SUCCESSFUL RESPONDENT'S** DUTY TO DEFEND, INDEMNIFY AND HOLD **WILLIAMSON COUNTY** HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE **CONTRACT** AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY **WILLIAMSON COUNTY** IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE **CONTRACT** AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF **WILLIAMSON COUNTY**, **RESPONDENT** SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF **RESPONDENT** ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 South Austin Avenue
Georgetown, Texas 78626

Respondent:

Address set out in Respondent's Transmittal
Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

2.2.28 Intentionally Deleted

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Safety

Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.32 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Intentionally Deleted

2.2.34 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

2.2.35 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each

of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

2.2.36 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.37 Intentionally Deleted

2.2.38 Payment

Unless specified otherwise in this RFP or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

2.2.39 Intentionally Deleted

2.2.40 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County.

2.2.41 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning October 1, 2013 and ending September 30, 2014.

2.2.42 Contract Extensions

The Williamson County Commissioners' Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this extension will be in twelve (12) month increments for up to an additional thirty-six (36) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of forty-eight (48) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Respondent may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

2.2.43 Intentionally Deleted

2.2.44 Intentionally Deleted

2.2.45 Intentionally Deleted

2.2.46 Intentionally Deleted

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

3.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

3.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department with the Proposal.

3.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same **prior to being recommended for award of the contract.**

3.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 REJECTION OF PROPOSALS:

County may:

- waive any defect, irregularity or informality in any proposal;
- reject any proposal or parts of any proposal;
- accept proposals from one or more Respondents; or
- procure the services in whole or in part by other means.

3.11 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Modification or withdrawal of the Proposal in any manner will not be considered if submitted after the deadline.

3.12 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. A Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

3.14 Intentionally Deleted

3.15 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.16 Silence of Specifications

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.17 References

Williamson County may require Respondent to supply a list of at least three (3) references where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact must be provided.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP must clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. Please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

4.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter (**Appendix A** of RFP)
- b. Table of Contents
- c. Executive Summary
- d. Price Sheets forms (**Appendix B** of RFP)
- e. References: Identification of three (3) references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (**Appendix C** of RFP)
- f. Conflict of Interest Questionnaire (**Appendix D** of RFP)
- g. Proposal Affidavit and Addenda Acknowledgement (**Appendix E** of RFP)
- h. Signature Page (**Appendix F** of RFP)

4.3 Transmittal Letter

The Respondent must submit a Transmittal Letter that provides the following:

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
6. The Respondent's Federal Employer Identification Number;
7. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact.
8. A commitment by the Respondent to provide the services required by Williamson County;
9. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

The Transmittal Letter must be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

4.4 Executive Summary

The Respondent must provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary must not include any information concerning the cost of the Proposal.

The Respondent must identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also must indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent must describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent must briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also must concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

4.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and must be completed, signed, and submitted with your Proposal.

4.6 Ethics

The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

4.7 Proposal Submittal

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and must include each item identified on the Proposal Submittal Checklist page of this RFP.

4.8 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: Property and Casualty Insurance 14RFP00202
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit one (1) original, one (1) paper copy and one (1) CD copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

5. PROPOSAL SPECIFICATIONS

5.1 PROPOSAL SPECIFICATIONS

Williamson County is requesting sealed proposals for the following types of insurance coverage:

Property, Mobile Equipment, Boiler and Machinery, and Electronic Data Processing

The specifications listed are minimum requirements and are intended to govern, in general, the insurance coverage desired.

The insurance coverage including all necessary endorsements furnished under these specifications shall be with an insurer licensed to transact insurance business in the State of Texas or a self-insurance pool.

Proposals must be submitted according to specifications; however, a Respondent may also submit alternative proposals with recommendations as to why they would be in the best interests of the County.

The County is utilizing the Request for Proposals format and although cost will be the most important consideration in awarding the insurance, the County reserves the right to award the coverage to the Respondent who in the opinion of the County will best serve the interests of the County.

The County reserves the right to reject any and all proposals and to waive any formalities or technicalities in any of the proposals.

Specimen policies and forms including all endorsements that would be attached to the policies must be included with the proposal package.

The proposals must indicate whether coverage is subject to audit or is a fixed annual price. Premium charges for changes in exposures during one-year term are acceptable.

Please indicate in the proposals whether or not lines of coverage may be individually purchased or if the proposal is a package only.

The Insurance offered shall meet all Federal and State of Texas regulations and standards in effect and applicable to the insurance furnished.

Any variations from the specifications must be indicated on the proposal or on a separate attachment to the proposal so identified as such.

Descriptive Literature: Each Respondent shall submit with this proposal a copy of descriptive literature sufficient in detail to enable an intelligent comparison of coverage.

Evaluation and Award: Williamson County will evaluate and award based on the lowest and best proposal meeting specifications. Ratings, performance and service history will be an important evaluation factor. "Best" ratings shall be included and made a part of the proposal.

Contract Period(s): The Initial Contract Period is October 1, 2013 through September 30, 2014. Possible extensions include: October 1, 2014 through September 30, 2015, October 1, 2015 through September 30, 2016 and October 1, 2016 through September 30, 2017.

The County shall have the right to terminate the policy at the end of any fiscal year if the Commissioners Court of the County does not appropriate moneys sufficient to pay the premium for the next fiscal year.

INSURANCE COVERAGE SUMMARY & PROPOSAL QUESTIONNAIRE

Williamson County desires proposals for insurance coverage that is equally as “broad” (or broader) than similar to the coverage now in force. The coverage presently in force is summarized on the following pages in a “table” format.

Key and Piskuran Insurance Agency (KPIA) has provided the County’s Property and Casualty Insurance coverage since 2010.

Please review the information provided below before reviewing or completing the following Proposal Questionnaire.

1. The Proposal Questionnaire serves four basic purposes.
 - First, it provides Respondents with details about the coverage currently in force.
 - Second, the Questionnaire provides the Respondent with a format to be used in detailing the proposed coverage (including coverage options.)
 - Third, the completed Questionnaire will be used in evaluating the proposals (Therefore, **completion is mandatory.**)
 - Fourth, the Questionnaire submitted by the successful Respondents will be compared to the insurance policies ultimately issued to make certain that the policies agree with the Proposal Questionnaire.
2. It is estimated that a person who is familiar with the coverage that is being proposed can complete the Proposal Questionnaire in 2 hours.
3. Respondent may complete the Questionnaire by hand. It is not necessary to type the responses.
4. The proposal must include a true and exact copy of the policy language, which is being proposed (including all endorsements, terms and conditions.)
5. When available, please attach complete copies of the underwriter’s “quote” sheet(s).
6. Please attach any additional proposal material that you care to provide with the Proposal Questionnaire.
7. The layout of the Proposal Questionnaire only accommodates a quote for one premium and one deductible option per line of coverage. If you plan to offer several deductible options, we suggest photocopying the appropriate pages within the Proposal Questionnaire and providing the deductible option and resulting premium on the reproduced pages.
8. Respondents are asked to use “Questionnaire/Breakdown Proposal” of this RFP to provide pricing for coverage similar to the coverage now in force (i.e., “base quote”). The “Options” portion of each coverage section should be used to provide additional pricing for each proposed option. When providing the pricing for each proposal “Option”, provide only the additional cost or credit. For example, if you are quoting a \$50,000 Valuable Papers limit within the premium quoted on the base quote and also quoting an option to increase the \$50,000 base VP limit by \$200,000 (\$250,000 total), please use the “options” section of the form to indicate the additional premium increase for the \$200,000 increase in limits, as opposed to using the Options section to reflect the premium for \$250,000 limits.
9. Quoted premiums must include any applicable surplus lines and/or fees.
10. Appendix B – Pricing – is break-down of premiums – this must be completed with your proposal.

Please contact Jonathan Harris, Deputy Purchasing Agent, if you have any questions regarding the completion of the Proposal Submittal Questionnaire: 512-943-1692, joharris@wilco.org.

Questionnaire & Breakdown Key:

RFP = Request for Proposals

BI = Bodily Injury

PD = Property Damage

N/A = Not Applicable

Incl or I = Included

NI or Not Incl = Not Included

E = Excluded

NE = Not Excluded

This Questionnaire and Breakdown must be completed to be considered.

Miscellaneous (Must be completed!)	
1.	Have you enclosed true and exact copies of proposed policy language in each copy of your proposal (including all endorsements, terms and conditions, not required to complete declaration pages and schedules)?
2.	Reminder: Attach a listing of references
3.	Do proposing insurers satisfy the Insurer Eligibility provisions of the RFP?
4.	Rates are guaranteed for what period of time?
5.	Does the insurer agree to provide loss runs?
6.	Does the agent/broker who will service the proposal meet the requirements?
7.	In the space below, detail all "Supporting Coverage's Requirements"
8.	Have you attached copies of the underwriter's quotations?

In the following table, please provide the **Proposed Limit/Included or Not Included** and any comments necessary to clarify.

Boiler & Machinery Breakdown Proposal			
Proposing Insurer:		Current A.M. Best Rating Level (i.e., A-): Current A.M. Best Financial Size (i.e., XV): Admitted/Non-Admitted in Texas:	
DESCRIPTION	KPIA Property & Casualty Expiring Limits & Coverage	Proposed Limit or Included (I) or Not Included (NI)	COMMENTS
Includes all scheduled locations owned, operated or under the care, custody or control of Williamson County			
Comprehensive Equipment Breakdown Coverage Limit & Physical Damage	\$221,353,075 (Policy Limits)		
Business Income	Included in \$500,000 BI limit in the Property policy		
Extra Expense	Included in \$1,000,000 Extra Expense limit in the Property policy		
Expediting Expense Limit	\$250,000		
Environmental, safety and efficiency improvements	N/A Up to 125%		
Hazardous Substance Limit	Policy Limits		
CFC Refrigerants	Policy Limits		
Water Damage Limit	Policy Limits		
Spoilage Limit (perishable goods)	Policy Limits		
Off-Premises Utility Service Interruption Limit	\$500,000 PD; \$500,000 BI		
Consequential Damage	Policy Limits		

DESCRIPTION	KPIA Property & Casualty Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Joint-loss agreement with Property policy	If property and B&M will be with different companies. N/A – Same Carrier		
Data Restoration	Policy Limits		
Computer Equipment	Policy Limits		
Demolition & ICC	\$1,000,000		
Jurisdictional inspections			
Boiler & Machinery Deductibles			
Damage to Covered Property	\$ 10,000		
Business Interruption, Extra Expense	24hrs		
Consequential Damage	\$10,000		
Boiler & Machinery Premium & Policy Period			
Annual Premium for coverage outlined above	Included in Property Premium		
Does this quoted premium include state boiler inspections conducted by the insurer?		Yes or No?	
Policy Period	10/1/13-9/30/14		

The “Options” portion should be used to provide additional pricing for each proposed option. When providing the pricing for each proposal “Option”, provide only the additional cost or credit.

Boiler & Machinery Options

DESCRIPTION	ADJUSTMENT to premium quoted Above (indicate “-“for return premium <u>or</u> “+” for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate “Not proposed” if the option is not being proposed <u>or</u> “Included” if coverage is provided at no change in the premium provided above).
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		

Property			
Proposing Insurer:		Current A.M. Best Rating Level (i.e., A-): Current A.M. Best Financial Size (i.e., XV): Admitted/Non-Admitted in Texas:	
DESCRIPTION	KPIA Property & Casualty Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Building & Contents (including but not limited to all adjacent structures, fences, lights & poles, outdoor property & signs. Maximum Limit (any one loss, all locations)	\$221,353,075		(Note: base your quote on the values provided in RFP Property schedule-Exhibit A)
Limit, any one occurrence	Blanket		
Blanket coverage applies	Included		
Replacement Cost coverage at all locations	Incl.		
Agreed Amount endorsement or equivalent applies	Incl.		
"All Risk" coverage (other than exclusions)	Yes		
Replacement Cost Coverage	Yes		
Replacement Cost claim valuation	Lesser of the following: 1.scheduled amount for the damaged location 2.cost to repair 3.cost to rebuild or replace on same site with new materials of like kind, size and quality 4.in the case of Historical buildings, the cost to repair or replace with less costly materials if available in the architectural style that existed, so that the damaged building is functionally equivalent or actual expenditure incurred in rebuilding or repairing or replacing at the same or another site.		
Property Valuation	100%		

Coinsurance Penalty	Waived		
Definition of "real property" includes: 1) Scheduled buildings either owned by the County, in which the County has an insurable interest, or the County has agreed in advance to cover 2) supplies, tools, permanently installed fixtures pertaining to the service of the real property 3) new buildings and other structures and additions at scheduled locations including but not limited to all adjacent structures, fences, lights & poles, outdoor property signs materials and supplies thereof or and equipment, machinery, and apparatus for the service thereof, when at a covered location or within 1,000 feet thereof 4) all contractor's interests in real property when agreed to in writing in advance			
Unintentional Errors and Omissions	\$2,000,000		

Subject To			
Underwriter's Conditions			
Inland Marine Options The "Options" portion should be used to provide additional pricing for each proposed option. When providing the pricing for each proposal "Option", provide only the <u>additional</u> cost or credit.			
DESCRIPTION	ADJUSTMENT to premium quoted Above (indicate "-" for return premium <u>or</u> "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Rental Expense Reimbursement - \$5,000	\$		
All equipment on Exhibit B			
Other (Explain)	\$		

ATTACHED SCHEDULES:

Exhibit A – Property and Contents Schedule

Exhibit B - Mobile Equipment List

Exhibit C - Boilers and Locations List

Exhibit D - Premium History

Exhibit E - County Loss Run Report

Exhibit F – Current Limits and Deductibles

Exhibit G – Equipment List

5.2 GENERAL QUALIFICATIONS

UNDERWRITING INFORMATION:

The information contained in this RFP is believed to be current and correct. The ultimate responsibility for determining the full extent of the exposure and verification of all information presented in this RFP rests solely with the Respondent. Respondents should fully review the contents of this RFP and request additional supporting information as required. The County is not responsible for any errors and/or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

DIVIDENDS AND DEVIATIONS:

All dividends and deviations that might apply to a specific area of coverage should be clearly indicated with comments as to how and when they will modify the premium quoted.

STANDARDS FOR INSURANCE COMPANIES:

All insurance companies used must be qualified or licensed in Texas unless the company is a non-admitted or surplus lines company which is on the approved list of State Board of Insurance. Financial and operational strength of the qualified insurance company as evidenced by its A.M.

Best's rating must be included with the proposal. The insurance companies must have a current **Best's Insurance Reports general policyholder's rating of "A or A-" and a financial size category of Class VIII or better.**

Any Respondent proposing to use a non-admitted or surplus-lines company should verify in writing that they have attempted to secure quotations and place the coverage through carriers admitted to do business in Texas.

SUPPORT SERVICES:

All proposals should fully describe recommended loss prevention standards and services that will be expected or provided by the insurance company. A general outline of proposed services and inspections should be submitted. To the extent the cost of these services is not included in the premiums being quoted, please state the additional cost.

POLICY FORM OPTIONS:

Insurance may be quoted at Respondent's option on any form or combination of forms approved for use by the Texas State Board of Insurance or which are approved as a "Surplus Lines" form by the State of Texas.

Respondents are encouraged to include any other policy conditions that will broaden coverage, with additional premium charges, if any, must be clearly indicated.

EXCLUSIONS: Indicate all exclusions that will be included in the insurance contract.

5.3 DETAILS OF COVERAGE

Williamson County owns 103 buildings/towers and leases office space in several other buildings located in various parts of Williamson County, Texas. The buildings with sprinkler systems are marked on **Exhibit A**.

Williamson County is seeking boiler and machinery coverage for specific mobile equipment, see **Exhibit C** for list of Boilers, **Exhibit G** for Equipment List.

DEDUCTIBLES

Deductibles must not be less than \$50,000 for property coverage and \$10,000 for boiler and machinery coverage. The deductible for properties obtained as a result of tax forfeiture shall not exceed 1% of taxable value. Separate Builders Risk deductible shall be quoted in amounts of \$10,000 and \$25,000.

Contractor must provide full engineering loss prevention services including, but not limited to, periodic site surveys, tests of water supplies at existing and proposed locations, statutory inspections of objects subject to inspection under Texas law, plan reviews, and training for County staff in property protection standards and procedures, as well as handling, storage and disposal of hazardous materials.

County believes that the underwriting data included is accurate; however, County makes no warranty of that. Contractor is responsible for seeking specific clarifications and identifying potential errors in the data.

Attached Schedules and List of Equipment

The construction and location of the building exposures based on values can be located in the Property and Contents schedule (**Exhibit A**). The Equipment List details are in **Exhibit G**.

The County's Mobile Equipment consisting of Election Equipment totaling \$2,275,963 and Special EMS Vehicles totaling \$1,586,593 are referenced in **Exhibit B**.

Williamson County has 10 boilers in County owned buildings, see **Exhibit C** for reference Williamson County Premium history will be reported in **Exhibit D**.

The Account Loss History by Year report (**Exhibit E** for the period of 2010 through 2013 is provided for informational purposes.

Current Limits and Deductibles are itemized in **Exhibit F** and the current equipment list is in **Exhibit G**.

Electronic Data Processing equipment is located in various locations of the county at an estimated value of: \$10,000,000.

County historical buildings must be reconstructed to approximate the structure before loss. The County expects replacement costs to cover reconstruction with as close to actual material as possible.

5.4 AGENT MINIMUM QUALIFICATIONS

Agents must meet the following minimum qualifications:

The agency must be licensed in Texas;

The agency must have insurance for Agents Errors and Omissions liability with a minimum of at least \$2,000,000 per occurrence;

The agency must have been in business for at least five years;

The agency must assign a minimum of one qualified account representative to service the County. This representative must have a minimum of five years' experience in commercial

property and liability insurance lines, preferably with an emphasis in property insurance, or hold the C.P.C.U. or A.R.M. designation.

5.6 SPECIFIC COVERAGE REQUIREMENTS

AMOUNT OF INSURANCE:

POLICY CONDITIONS:

Coverage for property errors and omissions to protect against inadvertent failure to declare existing or new properties owned by County or for which County is responsible for providing coverage.

The coinsurance option will not apply. Contractor shall provide coverage at replacement value.

The policy must:

Include earth movement coverage for an aggregate of \$5,000,000.00 per policy year.

Include flood coverage for an aggregate of \$5,000,000 outside a 100-year flood plain and \$1,000,000 within the 100-year flood plain per policy year.

Increase the Builder's Risk coverage from the standard level to \$10,000,000 aggregate per policy year.

Increase the standard demolition coverage to total demolition cost.

6. CONTRACT ADMINISTRATION

Jonathan Harris, Williamson County Purchasing Assistant, (or successor) 901 S Austin Ave, Georgetown, TX 78626 joharris@wilco.org shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal must be submitted.

7.2 Price Proposal

The Respondent must utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal must be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 Proposal Evaluation and Selection

7.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

7.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

7.3.3 EVALUATION FACTORS:

Williamson County will consider many evaluation factors, of which price is only one factor. Prompt payment discounts will not be considered in determining low proposals and making awards. Evaluation factors are listed in order of importance:

- Premium
- Broad coverage and quality of coverage afforded;
- Policy terms and conditions;
- The manner in which performance parameters are met and the extent, if any, to which these parameters are exceeded;
- Compliance with Specific Requirements
- Claim handling practices;
- Completeness of proposal relative to requirements;
- Financial condition, reputation and experience with public entities; and
- Operational strength of the qualified insurance company as evidenced by it's A.M. Best's rating.

7.3.4 NEGOTIATIONS:

The Purchasing Agent shall supervise all negotiations.

Discussions may be conducted with responsible Respondents who submit proposals determined to be reasonably susceptible of being selected for award. Those Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Respondents may be required to submit additional data during the process of any negotiations.

Williamson County reserves the right to negotiate the price and any other term with the Respondents.

Any oral negotiations must be confirmed in writing prior to award.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES, ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS RFP TO ENSURE CONSIDERATION OF YOUR PROPOSAL.

USE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

Proposal Submittal Checklist
RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.

The Respondent's attention is especially called to the items listed below (**return pages marked with red border**), which should be submitted in full as part of Respondent's Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County's sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

Respondent should check each box below indicating compliance.

- ☐ Transmittal Letter (**Appendix A**)
- ☐ Table of Contents of the Proposal
- ☐ Executive Summary of Respondent's Proposal
- ☐ Respondent's Proposal
- ☐ Respondent's Completed Insurance Coverage Summary & Proposal Questionnaire
- ☐ Price Sheets form (**Appendix B**)
- ☐ References: Identification of three (3) references for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (**Appendix C**)
- ☐ Conflict of Interest Questionnaire (**Appendix D**)
- ☐ Proposal Affidavit (**Appendix E**)
- ☐ Signature Page (**Appendix F**)
- ☐ File copy of **Assumed Name Certificate** <https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
If Respondent is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.
- ☐ One (1) original, one (1) paper copy and one (1) CD copy of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, TX 78626.

RESPONDENT MUST RETURN AND SIGN THIS PAGE WITH ITS PROPOSAL

Company

Telephone Number

Address

Email Address

Authorized Representative (Please print)

Title

Authorized Signature

Date

APPENDIX A
TRANSMITTAL LETTER
(Refer to section 4.3 of this RFP)

(a) Name of Business or Individual Submitting Proposal

Address City State ZIP

(b) Type of Business entity (Corporation, General Partnership, Limited Partnership, LLC, etc.)

(c) Place of Incorporation or Organization (if applicable)

(d) Name and location of major offices/other facilities related to Respondent's performance under the terms of this RFP:

_____	_____
_____	_____
_____	_____
_____	_____

(e) Name/address/business/fax/email of Respondent's **principal contact person** regarding all contractual matters relating to this RFP:

Contact Name Title

Address City State Zip

Business Phone Fax Email Address

(f) Respondent's Federal ID Number

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

APPENDIX A (CONTINUED)
TRANSMITTAL LETTER
(Refer to section 4.3 of this RFP)

(g) **Complete if applicable:** If Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal or voluntary air quality standard), then Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact:

(h) I hereby commit to provide the services/products required by Williamson County in this Proposal.

(i) I further commit that this Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposal to Williamson County.

Print Name

Title

Authorized Signature

This Transmittal Letter must be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal (refer to section 3.4 of this RFP). In the case of a joint Proposal, each party must sign the Transmittal Letter.

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED

APPENDIX B PRICE SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Respondents Company Name: _____

Total Amount Premium: _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent
Name: _____

Address: _____

Telephone: _____ Email: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

State of Incorporation/Organization or Primary Place of Business: _____

Company Name:	
Authorized Signature:	
Title:	

APPENDIX C RESPONDENT'S REFERENCES
THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

List the **last (3) companies or governmental agencies**, where the same or similar goods and/or services as contained in this RFP package, which were recently provided by Respondent.

Reference 1

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

Reference 2

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

Reference 3

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

For Respondent or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
2. ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

Date: _____, 20____

APPENDIX E
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (Name of Signer), who after being by me duly sworn, did depose and say:

"I, _____ (Name of Signer) am a duly authorized officer of/agent for _____ (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said _____ (Name of Respondent).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Respondent:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for

APPENDIX F SIGNATURE PAGE

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Title

Telephone Number

Date Signed

E-mail Address

Williamson County Purchasing

Address:

NEW ADDRESS!

901 S Austin Ave
Georgetown, TX 78626

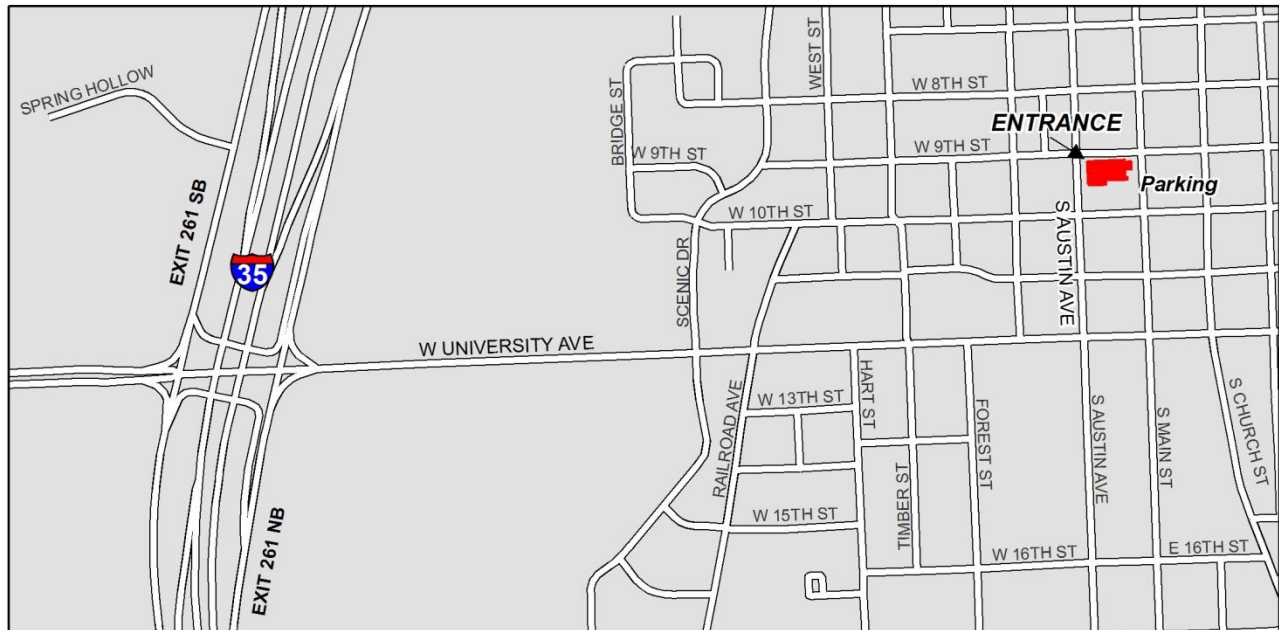
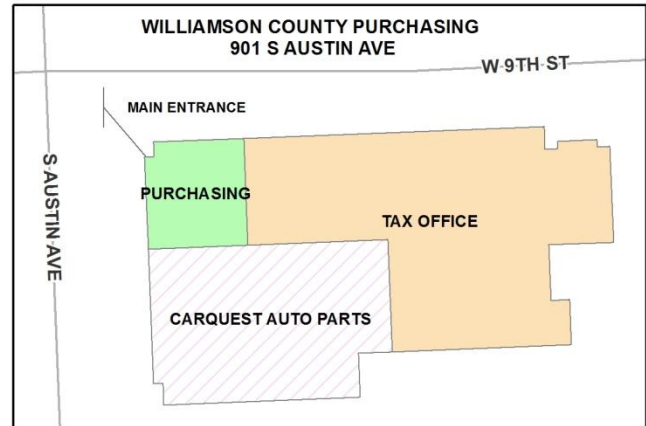
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session

41.

Meeting Date: 08/13/2013

13IFB00135 Limestone Rock Asphalt

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider authorizing advertising and setting date of September 4, 2013 at 2:00pm in the Purchasing Department to receive bids for Limestone Rock Asphalt for Williamson County Road and Bridge Division, 13IFB00135

Background

The initial contract term will be for 8 months with 3 optional 6 months extentions.

Attachments

13IFB00135 Limestone Rock Asphalt

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 08/08/2013

Reviewed By

Bob Space

Wendy Coco

Date

08/08/2013 10:52 AM

08/08/2013 11:05 AM

Started On: 08/08/2013 10:06 AM



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/eBids/Bids.aspx>

INVITATION FOR BIDS (IFB)

LIMESTONE ROCK ASPHALT

FOR WILLIAMSON COUNTY BID # 13IFB00135

**BIDS MUST BE RECEIVED ON OR BEFORE: SEPTEMBER 4, 2013–
2:00 PM**

BIDS WILL BE PUBLICLY OPENED: SEPTEMBER 4, 2013 – 2:00 PM

**PRE-BID CONFERENCE: AUGUST 21, 2013 AT 10:00 AM
AT WILLIAMSON COUNTY PURCHASING DEPARTMENT, 901 S.
AUSTIN AVE., GEORGETOWN, TX 78626.**

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 13IFB00135, LIMESTONE ROCK ASPHALT. Specifications for this Bid may be obtained from <http://wilco-online.org/eBids/Bids.aspx>.

Bids are to be addressed to the Williamson County Purchasing Agent, Bob Space, 901 S. Austin Ave., Georgetown, TX 78626, with the Bid number and Bid name marked on the outside of the envelope. Bidders should forward one (1) original paper set of their Bid to the address shown below. Bid submittals **must** include one (1) original paper set, however one (1) additional copy in CD format including all documents is preferred. Late Bids will be rejected as non-responsive. Bids will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Bidders are invited to attend the sealed Bid opening.

BID NAME:	LIMESTONE ROCK ASPHALT FOR WILLIAMSON COUNTY
BID NO:	13IFB00135
DUE DATE/TIME:	SEPTEMBER 4, 2013 ON OR BEFORE 2:00 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 S. Austin Ave. Georgetown, TX 78626

All Bidders interested in submitting a Bid are encouraged to attend the Pre-Bid conference on August 21, 2013 at 10:00 AM at the Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed to the contact listed below.

Assistant Purchasing Agent or successor

Kerstin Hancock_

901 S. Austin Ave.

Georgetown, TX 78626

khancock@wilco.org

Question submittals must be made via email, and are due by 5PM CST on August 28, 2013. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/eBids/Bids.aspx>

It is the Bidder's responsibility to check with Williamson County's Purchasing Department prior to submitting your Bid to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the IFB will be posted on the Williamson County vendor portal at the following link:

<http://wilco-online.org/eBids/Bids.aspx>

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB. No negotiations or modifications to the Bids received will be allowed.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE IFB**

**LIMESTONE ROCK ASPHALT
FOR WILLIAMSON COUNTY
BID # 13IFB00135**

**WILLIAMSON COUNTY WILL NOT BE RESPONSIBLE FOR UNMARKED OR
IMPROPERLY MARKED ENVELOPES**

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for these expenses.

All Bids must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on page 1. Bids received after the submittal deadline will be considered void and unacceptable and returned to the Bidder unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

The **Bidder's Bid, all IFB requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this IFB may, at Williamson County's sole discretion, render your Bid null and void. Bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of IFB	August 13, 2013
Pre-Bid Conference	August 21, 2013
Deadline to Submit Questions	August 28, 2013
Bid Submission Deadline (Late Bids will not be considered)	September 4, 2013
Evaluation of Bids	September 6, 2013
Recommendation for Contract Award	September 17, 2013

PRE-BID INSPECTION

To the extent necessary and prior to the submittal, Bidders are strongly encourage to visually inspect and be familiar with all goods and/or services for which they intend to submit a Bid. If in the Pre-Bid inspection the Bidder determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO BIDDERS

This IFB is to receive Bids from qualified Bidders regarding the goods and/or services which Williamson County seeks to procure under this IFB.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c. "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d. "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e. "Bid" – Is a complete, properly signed Bid submitted in accordance with this IFB which is irrevocable during the specified period for evaluation and acceptance of Bids.
- f. "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g. "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Bidder" – The responsible Bidder to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Addenda; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Addenda; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the IFB,

and its Addenda; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

2.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

2.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the IFB, but which are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Successful Bidder. In the event Williamson County exercises its right to terminate without cause, it is

understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and

records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

2.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

Successful Bidder's indemnification shall cover, and Successful Bidder agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Bidder to perform the work described in this request. The provision by Successful Bidder of insurance shall not limit the liability of Successful Bidder under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of County, and that the Successful Bidder and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S. Austin Ave
Georgetown, Texas 78626

Bidder:

Address set out in Bidder's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of County for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

2.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program

shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

2.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB.

2.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.36 Air Quality

In determining the overall best Bid, the County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

2.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and County.

2.2.38 Payment

Unless specified otherwise in this IFB or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org or 943-1500.

2.2.39 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer

detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

2.2.40 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County. The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid.

2.2.41 Initial Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of eight months beginning on September 1, 2013 and ending April 30, 2014

2.2.42 Contract Extensions

The Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this extension will be in six (6) month increments for up to an additional (18) eighteen months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of twenty-six (26) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Bidder may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

2.2.43 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Interlocal Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

2.2.44 Insurance Requirements

are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$25,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed in until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

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

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

2.2.45 Workers' Compensation Coverage Requirements

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Kerstin Hancock
Assistant Purchasing Agent (or successor)
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the **Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB.** Be sure your Bid package is complete.

3.1 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

3.3 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

3.4 Signature of Bidder

A Transmittal Letter, which shall be considered an integral part of the Bid, shall be signed by an individual who is authorized to bind the Bidder contractually.

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, **a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department** prior to award.

3.5 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder **must** have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same **prior to award**.

3.6 Bid Obligation

The contents of the IFB, Bid and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

3.7 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

3.8 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification or withdrawal of the Bid in any manner will not be considered if submitted after the deadline.

3.9 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

Williamson County reserves the right to award a Contract in whole to one Bidder or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, third and/or subsequent award **may** be made for this IFB. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best Bid.

To award the lowest responsible bidder in accordance with Texas Government Code Subchapters B and C, the County may consider:

- Price
- Bidder's experience and reputation

- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:

- (1) the lowest Bidder; or
- (2) the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

Awards should be made approximately thirty (30) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:
<http://wilco-online.org/eBids/Bids.aspx>

3.10 Responsibility

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

3.11 Firm Pricing

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a

fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

3.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm if Bidder has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact must be provided.

4. BID FORMAT AND SUBMISSION

4.1 Organization of Bid Contents for Submittal

Each Bid should be organized and be submitted in the order described below:

- a. Transmittal Letter (Appendix A of IFB);
- b. Bid Submittal Checklist;
- c. Price Sheets, (Appendices B of IFB)
- e. References: Identification of three (3) references for which the Bidder is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C of IFB)
- f. Conflict of Interest Questionnaire (Appendix D of IFB)
- g. Bid Affidavit (Appendix E of IFB)
- h. Signature Page (Appendix F of IFB)

4.2 Transmittal Letter

The Bidder must submit a Transmittal Letter that provides the following:

- a. Name and address of individual or business entity submitting the Bid;
- b. Bidder's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- c. Place of incorporation or organization, if applicable;
- d. Name and location of major offices and other facilities that relate to the Bidder's performance under the terms of this IFB;
- e. Name, address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB;
- f. The Bidder's Federal Employer Identification Number;
- g. A commitment by the Bidder to provide the services required by Williamson County;
- h. A statement that the Bid is valid for ninety (90) calendar days from the deadline for submittal of Bids to Williamson County (Any Bid containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);
- i. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative form indicating the anticipated air quality impact.

The Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid. In the case of a joint Bid, each party must sign the Transmittal Letter.

4.3 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/taBid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an Appendix to this IFB and must be completed, signed, and submitted with your Bid.

4.4 Ethics

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

4.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth on Page 1 of this IFB, and must include each item identified on the Bid Submittal Checklist page of this IFB.

4.6 Delivery of Bids

All Bids are to be delivered on or before the submittal deadline, as noted on Page 1 of this IFB, to:

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S. Austin Ave.
Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

Williamson County will not accept any responsibility for Bids being delivered by third party carriers.

Bidder must submit one (1) original paper copy of the Bid. However, an additional CD copy of the Bid including all documents is preferred. Bids will be opened publicly in a manner to avoid public disclosure of contents; however, names of Bidders will be read aloud.

Bidders should list the Bid Number on the outside of the box or envelope and note "Sealed Bid Enclosed."

**FAILURE BY BIDDER TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION
OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.**

5. BID SPECIFICATIONS

5.1 General Information

Williamson County is seeking qualified companies to provide Limestone Rock Asphalt per Item 330, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004.

Need-by date will be specified on Purchase Order. It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the Successful Bidder(s) during the term of this Contract, the County reserves the right to purchase the item(s) from vendors from other than the Successful Bidder(s) and shall not be in violation of any terms or conditions of said contract.

It is Williamson County's intent to pick up product at the Successful Bidder(s)' site. Evaluation will be based upon unit pricing for pickup.

There may be instances where, due to the location of the project, Williamson County may request goods to be delivered to the project site. Please quote your transportation cost in the designated sections of the Bid form for future reference. Items delivered are to be Free On Board to final destination (FOB Destination) with all transportation charges, if applicable, to be included in the price. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

5.2 Definition of Terms

County: Williamson County Road and Bridge Division acting by and through Williamson County

Contractor: Successful Bidder of the attached Invitation for Bid

Engineer: Director of Williamson County Road and Bridge Division

Inspector: Employee of Williamson County supplied full time to the Contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

BRSQC: The Texas Department of Transportation Bituminous Rated Source Quality Catalog.

AQMP: The Texas Department of Transportation Aggregate Quality Monitoring Program.

CST/M&P: The Texas Department of Transportation Construction Division, Materials and Pavement Section.

DMS - 9210: The Texas Department of Transportation Departmental Materials Specification for Limestone Rock Asphalt.

Department: Williamson County Road and Bridge Division

5.3 Control of Materials

5.3.1 Source Control. Contractor shall use only materials that meet Contract requirements. Unless otherwise specified or approved, Contractor shall use new materials for the work.

Contractor shall secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but are subject to reinspection by the County.

5.3.2 Material Quality. Contractor shall correct or remove materials that fail to meet the Contract requirements. Contractor is responsible for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. If materials are rejected, Contractor shall immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material and the cost of testing, removal, and replacement will be deducted from an invoice presented to the County for payment.

5.3.3 Manufacturer Warranties. Contractor shall transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

5.3.4 Plant Inspection and Testing. The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection takes place at the plant, Contractor shall meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant; and
- The lighting is adequate to allow satisfactory inspection.

5.4 Additional Specifications

ITEM 330 – Limestone Rock Asphalt Pavement

The Contractor shall submit a job mix formula report and results of all tests that represent the material to be delivered and meets the requirements of tables 3, 4 and 5.

Contractor to provide Type I LRA, SAC B

The Specifications shall be amended by Special Provision 330-001 below:

Special Provision 330-001 Section 330.4 (A) and 330.5 are voided

DMS-9210 Section 9210.3 (A) "Field office and Inspection Laboratory" and Section 9210.5 in its entirety are voided as long as contractor is meeting those section requirements through the normal course of business with The Texas Department of Transportation.

SPECIAL PROVISION

330---001

Limestone Rock Asphalt Pavement

For this project, Item 330, "Dense-Graded Hot-Mix Asphalt (Method)," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 330.2. Materials is voided and replaced by the following:

- A. LRA Mixture.** Furnish LRA according to DMS-9210 of the type, grade, and surface aggregate classification shown on the plans.
- B. Tack Coat.** Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a performance-graded (PG) binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt bid for use meets the minimum residual asphalt percentage specified in Item 300.

The Engineer will obtain at least one sample of the tack coat per project and test the sample for specification compliance. The Engineer will obtain the sample from the asphalt distributor, immediately before use.

Article 330.3 Equipment is voided and replaced by the following:

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

Article 330.4 Construction, Section A. QCP is voided and replaced by the following:

- A. Quality Control Plan (QCP).** Develop a written QCP and submit to the Engineer for approval prior to beginning production. Follow QCP in detail. Obtain approval from the Engineer for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Include the following items in the QCP:

- 1. Project Personnel.** For project personnel, include:
 - a list of individuals responsible for quality control with authority to take corrective action and
 - contact information for each individual listed.
- 2. Loading and Transporting.** For loading and transporting, include:
 - type and application method for release agents and
 - truck and rail car loading procedures to avoid segregation.
- 3. Placement and Compaction.** For placement and compaction, include:
 - proposed arrangements for any required pre-paving meetings, including dates and locations;
 - type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
 - procedures for the transfer of mixture into the paver while avoiding segregation and preventing material spillage;

- process to balance production, delivery, paving, and compaction to achieve continuous placement operations;
- paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
- procedures to construct quality longitudinal and transverse joints.

Article 330.4 Construction, Section B. Stockpiling of Aggregates and LRA is voided and replaced by the following:

- B. Stockpiling of LRA.** If storing LRA at the project site, provide a smooth and well- drained area, cleared of trash, weeds, and grass. Stockpile, handle, and load LRA in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. The Engineer may reject stockpiled materials that come in contact with the earth or other objectionable material.

Article 330.4 Construction, Sections C. Storage and Heating of Fluxing Material, D. Job-Mix Formula, and E. Mixing are deleted and remaining Sections renumbered accordingly.

Article 330.5. Measurement is voided and replaced by the following.

LRA pavement will be measured by the ton of composite LRA pavement of the type actually used in the completed and accepted work in accordance with the plans and specifications for the project. Measure on scales in accordance with Item 520, "Weighing and Measuring Equipment." Keep records on tare weight, gross weight, and net weight of the LRA paving mixture for each load of the same type of mixture. The Construction Division will measure and report the moisture content of the LRA paving mixture used to determine payment at the plant. All water and light hydrocarbon volatiles in the mixture, in excess of 6.0% by weight at the time of weighing, will be deducted from the net weight to determine the quantity for payment.

DMS - 9210
LIMESTONE ROCK ASPHALT (LRA)

EFFECTIVE DATE: MARCH 2010

9210.1. Description. This specification governs the production, quality control, and quality assurance of native limestone rock asphalt (LRA) aggregate used for surface treatments and of cold mixed material consisting of native LRA aggregate, fluxing material, water, and when specified, additives and virgin aggregates.

Perform the quality control of LRA according to the production testing frequency established in this specification. The Department will perform quality assurance.

9210.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

9210.3. Equipment.

A. Field Office and Inspection Laboratory. Field office and inspection laboratory furnishings and equipment will be subject to approval. As directed, maintain, repair, or replace the building and equipment immediately, if either the building or equipment becomes inadequate for its intended use. Provide a field office and inspection laboratory with the following:

- controlled access with security measures controlled by CST/M&P,
- unrestricted internet access,
- ceilings at least 8-ft. high,
- square footage as approved by CST/M&P,
- adequate heating, ventilation, and air conditioning system,
- adequate electrical outlets,
- a sink with hot and cold running water,
- windows,
- impervious floor covering,
- sufficient ventilation for testing equipment, and
- restroom facilities that include:
 - a flush toilet,
 - a sink with hot and cold running water,
 - a sewer or septic tank with connections, and
 - adequate rest room supplies.

- B. Mixing Equipment.** Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Use either weigh-batch or continuous mixing plants to produce pre-coated LRA aggregates, Type I LRA mixture, or Type II LRA mixture. The following requirements are modifications or additions to those in Item 320.

1. Weigh-Batch Plants.

- a. Screening and Proportioning.** Provide a sufficient number of bins and screens to adequately proportion the materials.
- b. Fluxing Material Measuring System.** Provide a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output. Provide scales to hold and weigh flux for one batch.
- c. Mixer.** Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.

2. Continuous Mixing Plants.

- a. Screening and Proportioning.** Provide a sufficient number of bins and screens to adequately proportion the materials. These requirements also apply to stockpiled material proposed for direct use by a continuous mixing plant without the use of plant bins.
- b. Fluxing Material Measuring System.** Place a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output.
- c. Mixer.** Provide a continuous type mixer large enough to produce not less than 40 tons of mixture per hour. Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.

9210.4. Materials.

- A. LRA Aggregates for Surface Treatments.** Provide LRA aggregates for surface treatments of the type, grade, and surface aggregate classification (SAC) shown on the plans or purchase order in accordance with the material requirements of Item 302, "Aggregates for Surface Treatments."
- B. Type I LRA and Type II LRA Mixtures.** Type I LRA mixture consists entirely of native LRA aggregate, flux material, water, and additives. Type II LRA mixture consists of a blend of native LRA aggregate, virgin aggregates, fluxing material, additives, and water.

Provide LRA mixtures of the type, grade, and SAC shown on the plans or purchase order and in accordance with the following requirements.

1. Component Material Properties.

a. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either a coarse aggregate or fine aggregate. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. CST/M&P will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the SAC and CST/M&P will perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1 and document all test results. CST/M&P may run tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately.

- (1) Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 10 sieve. Provide aggregates from sources listed in the Department's [Bituminous Rated Source Quality Catalog](#) (BRSQC). Provide non-listed sources only when tested by CST/M&P and approved before use. Allow 30 calendar days for CST/M&P to sample, test, and report results for non-listed sources.

Provide coarse aggregate with a minimum SAC as shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources on the Department's Aggregate Quality Monitoring Program (AQMP) is listed in the BRSQC.

When a Type II LRA mixture is specified, Class B aggregate may be blended with Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight or volume of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend virgin aggregate with native LRA aggregate in the percentages shown in Table 4. When blending, do not use Class C aggregates.

- (a) LRA Aggregate.** Native LRA aggregate consists of limestone impregnated with naturally occurring asphalt. LRA aggregates that contain less than 1% of naturally occurring asphalt are defined as white rock. Each aggregate source proposed for use will be sampled and tested to determine compliance with Table 1 requirements before the addition of fluxing material, additives, and water.
- (b) Virgin Aggregate.** Provide virgin aggregates that meet the requirements of Table 1. Each aggregate source proposed for use will be sampled and tested to determine compliance with Table 1 requirements before the addition of fluxing material, additives, and water.

- (2) Fine Aggregate.** Fine aggregate stockpiles must have no more than 30% material retained on the No. 10 sieve. Supply fine aggregates that are free from

organic impurities. CST/M&P may test the fine aggregate in accordance with Tex-408-A to verify that the material is free from organic impurities. Use only fine aggregates generated by the production and handling of LRA or the virgin coarse aggregate. Use LRA fine aggregate that has a naturally impregnated bitumen content of 5.0 to 8.5% when tested in accordance with Tex-236-F.

If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for Coarse Aggregate Angularity (Tex-460-A) and Flat and Elongated Particles (Tex-280-F).

Table 1a.
Aggregate Quality Requirements for LRA used in Surface Treatments (Item 302)

Property	Test Method	Native LRA Aggregate Requirement
SAC	AQMP	As shown on the plans
Deleterious material ¹ , %, Max	Tex-217-F, Part I	2.0 ¹
Decantation, %, Max	Tex-406-A	1.5
Flakiness Index, Max	Tex-224-F	17 ²
Los Angeles abrasion, %, Max	Tex-410-A	40 ²
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	25
Micro-Deval abrasion ³ , %, Max	Tex-461-A	Note 3
Naturally impregnated bitumen content, total combined gradation, % by wt.	Tex-236-F	4.0 to 7.0
White Rock Count ⁴ , % by Wt.	Tex-220-F	15–35

1. Deleterious material includes iron pyrites.
2. Unless otherwise shown on plans.
3. Not used for acceptance purposes. Used by CST/M&P as an indicator of the need for further investigation.
4. White rock count applies to aggregate retained on the #4 sieve.

Table 1b.
Aggregate Quality Requirements for LRA used in Mixtures (Item 330)

Property	Test Method	Requirement	
		Native LRA Aggregate	Virgin Aggregate
Coarse Aggregate			
SAC	AQMP	As shown on the plans	A
Deleterious material, %, Max	Tex-217-F, Part I	1.5	1.5
Decantation, %, Max	Tex-406-A	N/A	1.5
Micro-Deval abrasion, %, Max	Tex-461-A	Note 1	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40 ²	25
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30	25
Coarse aggregate angularity, 2 crushed faces, %, Min	Tex-460-A, Part I	N/A	85 ³
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	N/A	10
Combined Aggregate ⁴			
Naturally impregnated bitumen content, total combined gradation, % by wt.	Tex-236-F	5.0 to 8.5	N/A

1. Not used for acceptance purposes. Used by CST/M&P as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without added mineral filler or additives, combined as used in the job mix formula (JMF).

- b. Fluxing Material.** Provide fluxing material, composed of flux oil (a blend of asphalt and oil) or a blend of flux oil and aromatic oil, meeting the requirements of Table 2. When required by CST/M&P, provide a test report showing that the fluxing material meets the requirements of Table 2. Use fluxing material in the paving mixture to provide materials that remain workable in a stockpile for at least 6 months.

Table 2
Fluxing Material Properties

Property	Material	Flux Oil		Aromatic Oil	
	Test Procedure	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	60	200	–	150
Loss on heating, % by wt.	T 47	–	10	–	12
Water, %	T 55	–	0.2	–	0.2
Flash point, C.O.C., °F	T 48	200	–	135	–

c. Water. Provide water that meets the requirements of Item 204, “Sprinkling.”

d. Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. Approved additives must be listed in the Quality Control Plan (QCP) as specified in Article 9210.5.A.

If lime is specified or selected for use as an antistripping agent, add only to the virgin aggregate in accordance with Item 301, “Asphalt Antistripping Agents.” If a liquid antistripping agent is used, add in accordance with Item 301. Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream, unless the plant has a baghouse or dust collection system that re-introduces the lime back into the drum.

C. Precoating. When shown on the plans, precoat aggregate uniformly and adequately with asphalt material to the satisfaction of the Engineer. When shown on the plans, specific aggregates may be prohibited from being precoated. Do not precoat LRA aggregate that contains visual surface moisture or excessive quantities of fines. Meet the requirements of Tables 2 and 3 before precoating. Furnish precoated aggregate that spreads uniformly using approved mechanical spreading equipment.

The Engineer will reject precoated aggregate that contains more than 0.5% passing the No. 40 sieve as determined by Tex-200-F, Part I.

1. Asphalt Material. Precoat the aggregates with asphalt material that meets the requirements of Item 300, “Asphalts, Oils, and Emulsions.” Precoat the LRA with flux oil meeting the requirements of Item 330, “Limestone Rock Asphalt Pavement.” Unless a specific precoat material is specified on the plans, use any asphalt material that meets the requirements of Item 300.

D. Completed Mixture Properties. Provide completed LRA mixtures meeting the requirements of Tables 3, 4, and 5 for the Type, Grade, and SAC shown on the plans or purchase order.

Table 3
Master Grading per Tex-200-F, Part I, % Cumulative Retained by Weight

Sieve Size	Type I						Type II			
	Grade						Grade			
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
1-1/2"	0	—	—	—	—	—	—	—	—	—
1-1/4"	0–10	—	—	—	—	—	—	—	—	—
1"	—	0	—	—	—	—	—	—	—	—
7/8"	15–30	0–10	—	—	—	—	—	—	—	—
3/4"	—	—	—	—	—	—	0	—	—	—
5/8"	—	5–15	0	—	—	—	0–2	0	—	—
1/2"	—	—	0–2	0	0	—	0–10	0–2	0	—
3/8"	25–45	25–35	5–15	0–2	0–2	0	10–25	0–10	0–2	0
1/4"	—	—	—	—	—	0–5	—	—	—	—
#4	45–60	50–60	45–60	35–50	35–50	10–25	40–55	35–55	10–25	0–15
#10	60–75	65–75	60–75	65–80	50–65	50–65	60–75	60–75	50–65	35–60

Table 4
Mixture Components % by Weight

Mixture Component							Type I		Type II	
							Grade		Grade	
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
White rock ¹	N/A	15–35	15–35	15–35	15–35	15–35	15–35	15–35	15–35	N/A
LRA	96–98	96–98	96–98	96–98	96–98	96–98	72–80.5	72–80.5	72–80.5	36.5–63.5
Virgin aggregate	N/A	N/A	N/A	N/A	N/A	N/A	18–25	18–25	18–25	35–60
Flux material	2.0–4.0	2.0–4.0	2.0–4.0	2.0–4.0	2.0–4.0	2.0–4.0	1.5–3.0	1.5–3.0	1.5–3.0	1.5–3.5

1. White rock values are given as a percentage of total LRA aggregate.

Table 5
Mixture Properties

Property	Test Method	Requirement
Hveem stability, min	Tex-208-F	35 ¹
Laboratory-molded density, %	Tex-207-F	89.0 ±2
Theoretical maximum specific gravity of bituminous mixtures	Tex-227-F	N/A
Bitumen content, % by wt.	Tex-236-F	6.5 to 11.0
Water and light hydrocarbon volatiles, %, max	Tex-212-F, Part II	6.0
Boil test, %	Tex-530-C	10 ²

1. Cease operations if two consecutive tests fail. CST/M&P may waive this requirement if other information indicates that the next material to be produced will meet the minimum value specified.
2. May be increased or eliminated when directed by CST/M&P.

9210.5. Production Operations. All plant facilities and materials used are subject to inspection or testing by CST/M&P at any time during production or use. Provide safe access for Department personnel to perform inspection and sampling. Quality control is solely the responsibility of the Producer, and the Department will not perform quality control for the Producer.

- A. QCP.** Develop a QCP and submit a written QCP to CST/M&P for approval prior to the beginning of production. Follow the QCP in detail. Obtain approval from CST/M&P for changes to the QCP made during production. CST/M&P may suspend operations if the Contractor fails to provide or comply with the QCP.

Include the following items in the QCP for LRA surface treatment aggregate and LRA mixtures as appropriate.

1. Project Personnel. For project personnel, include:

- a list of individuals responsible for quality control with authority to take corrective action and
- contact information for each individual listed.

2. Material Delivery and Storage. For material delivery and storage, include:

- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- aggregate stockpiling procedures to avoid contamination and segregation;
- frequency, type, and timing of LRA and aggregate stockpile testing to assure conformance of material requirements before mixture production;
- flux oil for use in the LRA mixture;

- aromatic oil for use in the LRA mixture; and
- additive for use in the LRA mixture.

3. Production. For production, include:

- loader operation procedures to avoid contamination in cold bins;
- the number of bins and the aggregate size to be placed in each bin for each type of LRA mixture produced;
- procedures for calibrating and controlling cold feeds;
- procedures to eliminate debris and oversized material;
- procedures for adding and verifying rates of each applicable mixture component (i.e., LRA, white rock, aggregates, flux oil, additives) to minimize the formation of flux balls;
- procedures for LRA mixture testing to assure conformance of material requirements during production;
- procedures for reporting job control test results; and
- procedures to avoid segregation in the silo.

B. Stockpiling of LRA. Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Stockpile, handle, and load LRA in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. CST/M&P may reject stockpiled materials that come in contact with the earth or other objectionable material.

C. Job-Mix Formula for LRA Mixtures. Provide a job-mix formula (JMF) design report for a paving mixture that meets the requirements of Tables 3, 4, and 5. Identify in the report the combined aggregate gradation, the percentage of each material component used in the mixture, and results of all applicable tests. Obtain approval of the JMF before starting production. With approval, the JMF target values may be adjusted as needed within the percentage point tolerances of Table 6 without a laboratory redesign of the mixture. If the adjustments exceed the tolerances shown in Table 6, CST/M&P may require a new mixture design. Adjustments must not exceed the master gradation for the type of mixture specified on the plans.

Table 6
Deviations from Current JMF Target Values

Material	Test Method	Tolerance
Individual % retained for #10 sieves and larger	Tex-200-F,	±5.0
Individual % retained for sieves smaller than #10 and larger than #200		±3.0
% passing the #200 sieve		±2.0
Fluxing material, %		±0.2
	Part I	
	Determined from quantity used	

D. Production Sampling. Obtain LRA samples at the plant in accordance with Tex-222-F.

The sampler will split each sample into two equal portions in accordance with Tex-200-F and label these portions as “Producer” and “CST/M&P.” Deliver the samples to the appropriate party’s laboratory. Discard unused samples after acceptance of CST/M&P test results.

E. Production Testing. The Producer and CST/M&P must perform production tests in accordance with Tables 7 and 8. Perform production testing in accordance with Table 7 for LRA used for surface treatments. Perform production testing in accordance with Table 8 for LRA mixtures. The Producer has the option to verify CST/M&P’s test results on split samples provided by the Producer or CST/M&P.

Unless otherwise directed, CST/M&P will suspend production and cease shipping of materials if the Producer fails to comply with the production testing frequency listed in Tables 7 and 8. Immediately take corrective action if any test result fails to meet the material requirements of Item 302 and this DMS. CST/M&P may suspend production, cease shipping of materials, and require removal of any material transported to a railcar if test results from any two consecutive tests of the same property listed in Tables 7 and 8 fail to meet the material requirements.

1. Certification. Provide a Level IA certified specialist by the Department-approved hot- mix asphalt certification program at the plant during production operations to conduct all sampling and testing.

Table 7

Production Testing Frequency for LRA used for Surface Treatments (Item 302)

Description	Test Method	Minimum Producer Testing Frequency	Minimum CST/M&P Testing Frequency ¹
Gradation Cumulative % Retained	Tex-200-F, Part I	Combined Aggregate Sample ²	
		1 per 300 tons	1 per 3,000 tons
		Precoated Aggregate	
		1 per 1,200 tons	1 per 10,000 tons
Deleterious Material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
White rock count	Tex-220-F	1 per 600 tons, per aggregate (per grade)	1 per 6,000 tons, per aggregate (per grade)
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Naturally impregnated bitumen content, % by wt. for combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per aggregate (per grade)	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000

1. CST/M&P may reduce or waive the sampling and testing requirements based on a satisfactory test history.

2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the grade type.

Table 8
Production Testing Frequency for LRA used in Mixtures (Item 330)

Description	Test Method	Minimum Producer Testing Frequency	Minimum CST/M&P Testing Frequency¹
Cumulative % Retained (Combined Aggregate Sample ²)	Tex-200-F, Part I	1 per 300 tons	1 per 3,000 tons
Laboratory-molded density	Tex-207-F	1 per week, per mix type ³	1 per week, per randomly selected mix type ⁴
Hveem Stability	Tex-208-F	1 per week, per mix type ^{3, 5}	1 per week, per randomly selected mix type ⁴
Moisture content	Tex-212-F, Part II	1 per week, per mix type	1 per week, per selected mix type ⁴
Deleterious material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate ⁶ (per grade)	1 per month, per aggregate ⁶ (per grade)
White rock count	Tex-220-F	1 per day, per mix type	1 per week, per mix type
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Theoretical maximum specific (Rice) gravity	Tex-227-F	1 per week, per mix type ³	1 per week, per randomly selected mix type ⁴
Naturally impregnated bitumen content, % by wt. for LRA material passing the #10 sieve	Tex-236-F	1 per day	1 per week
Naturally impregnated bitumen content, % by wt. for LRA combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per mix type ³	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000
Kinematic viscosity, 1400F, cSt	T 201	1 per month	1 per month
Heat Loss Test	T 47	1 per month	1 per month

1. CST/M&P may reduce or waive the sampling and testing requirements based on a satisfactory test history.
2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the mixture type.
3. Minimum production of 100 tons required prior to performing test.
4. Mix type randomly selected by CST/M&P at the plant.
5. Deliver molds used to determine laboratory-molded density to CST/M&P for Hveem Stability testing.
6. Decantation is performed on virgin aggregate only that is added to LRA mixtures.

F. Weather Conditions. Produce LRA mixture for Item 330 when the air temperature is 40°F or higher, unless otherwise approved. Precoat aggregate for Item 302 when the air temperature is 50°F and rising, unless otherwise approved.

G. Reporting. Use Department-provided software to record and calculate all test data.

- 1. Production Testing.** CST/M&P and the Producer will provide test results to the other party within 2 working days of performing all required testing. CST/M&P and the Producer will immediately report to the other party any test result that requires production to be suspended or that fails to meet the specification requirements of Item 302 or Item 330. Use the approved communication method (e.g., email, paper copy) to submit test results to CST/M&P. CST/M&P may suspend production if test results are not received within 2 working days of performing all required testing. The Producer may, at their own risk, ship material prior to completing and reporting all required testing and information to CST/M&P. Notify CST/M&P each time this occurs and immediately provide shipment information specified in 9210.5.G.2. Replace material that does not meet the requirements listed in Tables 1b, 2, 3, 4, 5, and 6 shipped at own risk.

Use the procedures described in Tex-233-F to plot the results of all quality control and quality assurance testing. Update the control charts as soon as test results become available. Make the control charts readily accessible at the field laboratory. CST/M&P may suspend production for failure to update control charts.

- 2. Shipment Information.** Use Department-provided software to report shipment information to include the following:

- Shipment date,
- Control-Section-Job (CSJ) number,
- Project number,
- Requisition/Purchase Order & Item numbers,
- Maintenance contract numbers,
- District,
- County,
- Highway,
- Contractor,
- Delivery destination,
- Material type,
- Material quantity, and
- Railcar numbers, if shipped by rail.

The Producer will provide this information within 1 working day of shipment. CST/M&P may suspend production for failure to report shipment informat

6. CONTRACT ADMINISTRATION

J.TERRON EVERTSON, P.E. Williamson County Director of Road and Bridge Division, (or successor), 3151 SE INNER LOOP, STE B, GEORGETOWN, TX 78626, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.

PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES, ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS IFB TO ENSURE CONSIDERATION OF YOUR BID.

USE BID SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

BID SUBMITTAL CHECKLIST

**PLEASE READ, COMPLETE AND RETURN THIS
"BID SUBMITTAL CHECKLIST" WITH YOUR BID.**

Bids shall be mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, TX 78626.

Bid submittals must include one (1) original paper set. One (1) additional copy in CD format of the bid including all documents is preferred.

The Bidder's attention is especially called to the items listed below **(return pages marked with red border)**, which shall be submitted in full as part of Bidder's Bid by due date as specified on page 1 of this IFB.

Failure to submit any of the documents listed below as a part of your Bid, or failure to acknowledge any addendum in writing with your Bid, or submitting a Bid on any condition, limitation, or provision not officially invited in this IFB may serve, at Williamson County's sole discretion, as cause for rejection of the Bid. The County reserves the right to request that any Bidder clarify its Bid or to supply any additional material deemed necessary to assist in the evaluation of the Bid.

Bidder should check each box below indicating compliance.

The following documents shall be submitted with your bid by due date as specified on page 1 of this IFB:

☐ Transmittal Letter (Appendix A, refer to section 4.2 of this IFB).). If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.

☐ Price Sheets, (Appendix B).

☐ References: Identification of three (3) entities for which the Bidder is providing or has provided product/services of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C, refer to section 3.14 of this IFB).

☐ Conflict of Interest Questionnaire (Appendix D, refer to section 4.3 of this IFB).

☐ Bid Affidavit (Appendix E, refer to section 3.4 of this IFB).). If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.

☐ Signature Page (Appendix F, refer to section 3.4 of this IFB).). If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.

Purchasing will notify vendor if recommended for award of contract. The following documents shall be submitted upon such notification but prior to recommendation of bid award.

1. If Bidder is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk (refer to section 3.5 of this IFB).

2. Insurance Certificates (refer to page 2.2.44 and 2.2.45 of this IFB).

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

BIDDER MUST RETURN THIS PAGE WITH ITS BID

APPENDIX A TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

(a) Name of Business or Individual Submitting Bid

Address

City

State

ZIP

(b) Type of Business entity (Corporation, General Partnership, Limited Partnership, LLC, etc.)

(c) Place of Incorporation or Organization (if applicable)

(d) Name and location of major offices/other facilities related to Bidder's performance under the terms of this IFB:

_____	_____
_____	_____
_____	_____
_____	_____

(e) Name/address/business/fax/email of Bidders **principal contact person** regarding all contractual matters relating to this IFB:

Contact Name

Title

Address

City

State

Zip

Address

Business Phone

Fax

Email

(f) Bidder's Federal ID Number

APPENDIX A (CONTINUED) TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

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

(g) **Complete if applicable:** If bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal or voluntary air quality standard), then bidder is encouraged to provide information in narrative form indicating the anticipated air quality impact:

(h) I hereby commit to provide the services/products required by Williamson County in this bid.

(i) I further commit that this bid is valid for ninety (90) calendar days from the deadline for submittal of bid to Williamson County.

Print Name

Title

Authorized Signature

This Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid (refer to section 3.4 of this IFB). In the case of a joint Bid, each party must sign the Transmittal Letter.

APPENDIX B PRICE SHEET

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

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

ITEM #	DESCRIPTION	ESTIMATE QUANTITIES	UNIT	DELIVERY SITE	UNIT PRICING - DELIVERED	UNIT PRICING - PICKED UP
1	Limestone Rock Asphalt TX DOT ITEM #330 SAC B Type AA	5,000		Granger Liberty Hill Florence Taylor Georgetown		
			Ton			
1.1	Limestone Rock Asphalt TX DOT ITEM #330 SAC B Type A	5,000		Granger Liberty Hill Florence Taylor Georgetown		
			Ton			
1.2	Limestone Rock Asphalt TX DOT ITEM #330 SAC B Type B	2,000		Granger Liberty Hill Florence Taylor Georgetown		
			Ton			

ITEM #	DESCRIPTION	ESTIMATE QUANTITIES	UNIT	DELIVERY SITE	UNIT PRICING - DELIVERED	UNIT PRICING - PICKED UP
1.3	Limestone Rock Asphalt TX DOT ITEM #330 SAC B Type C	2,000		Granger Liberty Hill Florence Taylor Georgetown		
			Ton			
1.4	Limestone Rock Asphalt TX DOT ITEM #330 SAC B Type D	40,000		Granger Liberty Hill Florence Taylor Georgetown		
			Ton			

APPENDIX B PRICE SHEET - CONTINUED

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

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐ I will offer the quoted prices to all authorized entities during the term of the County's contract.

☐ I will not offer the quoted prices to all authorized entities.

If no box is checked Bidder agrees to offer the quoted prices to all authorized entities.

The undersigned hereby certifies that he or she has read the terms of this IFB and understands that Williamson County reserves the right to waive any informality in or to reject any or all Bids.

Bidder
Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

APPENDIX C BIDDER REFERENCES

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

If Bidder has not done business with the County within the past five (5) years, Bidder must list at least three (3) companies or governmental agencies where the same or similar goods and/or services as contained in this IFB package that were recently provided by Bidder. If Bidder has done business with the County within the past five (5) years, reference the contract name and contact person.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX D CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

For Bidder or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
2. ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For Bidder or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Bidder
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

Date: _____, 20____

BIDDER MUST RETURN THIS APPENDIX COMPLETED WITH ITS BID

APPENDIX E BID AFFIDAVIT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name and Address of Bidder:

Fax: _____

Telephone#: _____

By: _____

Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

APPENDIX F SIGNATURE PAGE

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

This Bid shall remain in effect for ninety (90) calendar days from Bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Bidder agrees, if this Bid is accepted, to furnish any and all items upon which prices are offered, at the price and in accordance with the Specifications, Terms and Conditions contained in the IFB, and all other items made a part of this IFB.

The undersigned affirms that he or she is duly authorized to execute this Bid and that by executing this Bid, Bidder understands, acknowledges and agrees that the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County upon Contract Award. Bidder represents to Williamson County that Bidder has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this Bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Bid or not to submit a Bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

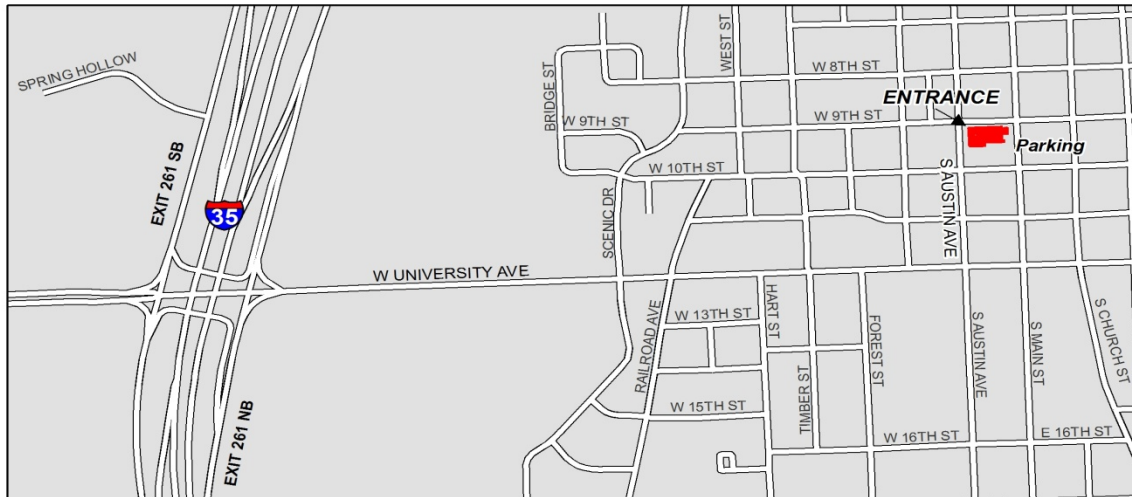
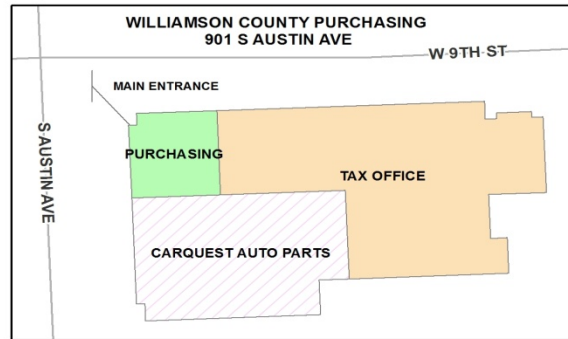
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session

42.

Meeting Date: 08/13/2013

Farm Lease for landfill tract 192 Acres

Submitted For: Commissioner Morrison

Submitted By: Jonathan Harris, Purchasing

Department: Purchasing

Agenda: Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider authorizing advertising and setting date of September 11th, 2013 at 2:30pm in the Purchasing Department to receive proposals for LEASE AGRICULTURAL LAND LOCATED NEAR THE WILLIAMSON COUNTY LANDFILL HUTTO, TEXAS, RFP# 14RFP00204.

Background

RFP for 192 acres of land, more or less, located around the Williamson County Landfill near Hutto, Texas.

Attachments

Farm Lease RFP

Form Review

Inbox

Reviewed By

Date

Purchasing (Originator)

Bob Space

08/08/2013 07:36 AM

County Judge Exec Asst.

Wendy Coco

08/08/2013 10:10 AM

Form Started By: Jonathan Harris

Started On: 08/06/2013

Final Approval Date: 08/08/2013



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

LEASE AGRICULTURAL LAND LOCATED NEAR THE WILLIAMSON COUNTY LANDFILL HUTTO, TEXAS

PROPOSAL NUMBER: 14RFP00204

PROPOSALS MUST BE RECEIVED AT OR BEFORE: 2:30 PM on
September 11th, 2013

PROPOSALS WILL BE PUBLICLY OPENED: 2:30 PM on
September 11th, 2013

NOTICE: Pursuant to a Compromise and Settlement Agreement and Release of Claims dated effective September 29, 1998, Williamson County granted Dennis O. Johnson and Nadine C. Johnson a first right of refusal to match the highest and best offer to lease the property subject of this Request for Proposal.

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department at or before the date and time set forth above. Proposals will be publicly opened at the date and time set forth above or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed Proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, 901 South Austin Avenue, Georgetown, Texas 78626 (See map below)*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: One (1) original Proposal and three (3) copies must be submitted and consist of the COMPLETED AND SIGNED Proposal Form and any other required documentation.

SEALED: All Proposals must be returned in a sealed envelope with the Proposal name, number, opening date and time clearly marked on the outside. If an overnight

delivery service is used, the Proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires Proposer to supply with this Proposal a list of at least three (3) references of whom Proposer has leased farm and/or grazing land from in the past. Include name of reference, address, telephone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All Proposals must be submitted on the forms provided in this Request for Proposal. Changes to forms made by Proposer shall disqualify their Proposal.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective Proposer must affirmatively demonstrate responsibility and must meet the following requirements:

Lease Agricultural Land Located Near Williamson County Landfill, Hutto, Texas

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment;
- c) have a satisfactory record of performance in agriculture;
- d) be otherwise qualified and eligible to receive an award of said land lease.

Williamson County may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made within approximately thirty (30) days after the Proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE:

It is understood that the Commissioners' Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for the offering covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County.

CONTRACT/LEASE AGREEMENT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the Selected Proposer and Williamson County.

The Selected Proposer shall be required to execute a formal Farm Lease at the County's offices in Georgetown, Texas within ten (10) days after the Proposer has been notified that it/he/she has been selected. Said Farm Lease shall be in the same form as the lease that is attached hereto and marked Exhibit I, Farm Lease. The only anticipated changes in the attached Farm Lease will be to include additional exhibits, to fill in blanks to identify the Proposer as the lessee, insert terms relating to the rent, and/or to revise the Farm Lease to accommodate corrections and changes required by the County. **Proposers should raise any questions regarding the terms of the attached Farm Lease, or submit requested changes in said terms, in the form of written questions or submittals, prior to the deadline for the submittal of Proposals.** Because the signed Farm Lease will be substantively and substantially derived from the attached Farm Lease, each Proposer is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Farm Lease **before** submitting a Proposal. Again, the attached Farm Lease contains important legal provisions and is considered part and parcel of this Request for Proposals. Failure or refusal to the attached Farm Lease shall be grounds for the County to revoke selection of a Proposer and select another Proposer.

Lease Agricultural Land Located Near Williamson County Landfill, Hutto, Texas

The terms of this contract (this Proposal when properly accepted by Williamson County) and the Farm Lease shall be collectively referred to herein as the "Lease Agreement." If, after the Proposer executes the Farm Lease, there is a conflict between the terms and conditions of this contract and the Farm Lease, the terms and condition of the Farm Lease shall control.

CONTRACT ADMINISTRATION: Under the Lease Agreement, Pete Correa, Executive Assistant to Williamson County Commissioner, Precinct No. 4, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners' Court and the Selected Proposer.

CONTRACT PERIOD: The total term of the Farm Lease shall be four (4) years and nine (9) months, commencing on the 1st day of January, 2014 (the "Commencement Date") and terminating on the 30th day of September, 2018 (the "Termination Date"), unless sooner terminated in accordance with the Farm Lease. The five (5) separate lease periods that make up the total term of the Farm Lease are as follows:

First Lease Period: January 1, 2014 to September 30, 2014 (9 months)

Second Lease Period: October 1, 2014 to September 30, 2015 (12 months)

Third Lease Period: October 1, 2015 to September 30, 2016 (12 months)

Fourth Lease Period: October 1, 2016 to September 30, 2017 (12 months)

Fifth Lease Period: October 1, 2017 to September 30, 2018 (12 months)

PROPOSAL CONTACTS

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

TECHNICAL CONTACT:

Pete Correa,
Executive Assistant to
Williamson County Commissioner
Precinct 4
350 Exchange Boulevard, Suite 100
Hutto, TX 78634
Phone: (512) 846-1190
Fax: (512) 846-1140
pcorrea@wilco.org

PURCHASING CONTACT:

Jonathan Harris
Deputy Purchasing Agent
901 South Austin Avenue

Georgetown, Texas 78626
(512) 943-1692
jharris@wilco.org

MISCELLANEOUS

FIRM PRICING: The leased premises described in the attached Farm Lease is to be on a "per acre per lease period" basis, stating a firm price per acre. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be from the above referenced Commencement Date to the Termination Date. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a lease for the period implied or expressly stated in the highest and best Proposal.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

PAYMENT: Payments will be made in two (2) equal installments for each lease period. The first installment will be due on or before January 31st of each lease period. The second for each lease period will be due on or before September 30th of each lease period.

Payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://wcportals.wilco.org/Interest_Conflict/index.html

The Williamson County Conflict of Interest Statement is located below. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this response, all documentation required by this request for Proposal. Failure to provide this information may result in rejection of the Proposal.

TERMINATION FOR DEFAULT: In addition to the termination rights set forth in the Farm Lease, Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the Proposer in terms of specifications shall be a basis for the termination of the contract and the Farm Lease by the County.

VOLUNTARY TERMINATION: Williamson County or the Selected Proposer may terminate the Farm Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of the Farm Lease, the Selected Proposer must surrender the premises peaceably to Williamson County and pay Williamson County all rental amounts and any other amounts that may be due under the Farm Lease as of the date of termination. In the event that Williamson County exercises its right to terminate the Farm Lease under this provision, Williamson County shall be obligated to reimburse the Selected Proposer, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The Selected Proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

Other Provisions:

1. The parties agree and understand that the Williamson County, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive Proposals.

Lease Agricultural Land Located Near Williamson County Landfill, Hutto, Texas

2. Williamson County may become responsible for major soil conservation work and repairs or improvements as determined to be necessary for the upkeep of the leased premises. The Selected Proposer/Lessee shall submit said improvement requests to Williamson County in writing, and Williamson County reserves the right to reject any and all requests if Williamson County determines that the requested improvements are not necessary.

PROPOSAL SPECIFICATIONS

Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately **192 acres** of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease. The County is requesting Proposals from interested parties wishing to lease the land for agricultural crop production, and land management for the land.

All Proposals will be reviewed and scored by County staff. An oral interview may be held if necessary. The staff will make its recommendation to the Williamson County Commissioners' Court which will award a lease to the best Proposer.

NOTICE: Pursuant to a Compromise and Settlement Agreement and Release of Claims dated effective September 29, 1998, Williamson County granted Dennis O. Johnson and Nadine C. Johnson a first right of refusal to match the highest and best offer to lease the property subject of this Request for Proposal.

Selection Process

The selection of the best Proposer will be accomplished through a two-step process by Williamson County:

1. Selection of the most qualified party will be based upon the best overall score of **(8) eight Submission Requirements**. These Submission Requirements make up the Proposal and are listed on the following page with their point values. In addition, you must turn in the **Williamson County Conflict of Interest Statement** (the form being on the pages to follow) and the **Williamson County Proposal Form** (the form being on the pages to follow) with your Proposal.
2. Contract negotiations will proceed with the party that is selected as the most highly qualified farmer. If an agreement cannot be reached, negotiations will cease and new negotiations will begin with the party chosen as the next most qualified farmer, and so on until an agreement is reached. Proposer acknowledges that following an agreement as to rental amount or lease price, Proposer must execute the attached Exhibit I, Farm Lease in accordance with the terms of this RFP.

Selection Criteria

Interested and qualified parties are invited to submit information that demonstrates their experience and farming skills. Proposal documentation (not including the Williamson County Conflict of Interest Statement, the Williamson County Proposal Form, and a cover page) should be limited to twelve (12) single-sided pages, 12pt font, and include the following information:

1. Proposed Lease Price per acre per lease period **(20 points)**
2. Three (3) Farm References with names, addresses, and phone numbers **(15 points)**
3. Farming Experience **(15 points)**
4. Owned Farm Equipment that would be used on this tract of land **(10 points)**
5. Acres and Crops you are currently producing **(10 points)**
6. Superior Farming Techniques you are or would be using **(10 points)**
7. Proposed Crop & Crop Rotation over the length of the Farm Lease **(10 points)**
8. Proposed Improvements to the land **(10 points)**

CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

WILLIAMSON COUNTY PROPOSAL FORM
LEASE AGRICULTURAL LAND LOCATED EAST OF JONAH, TEXAS

PROPOSAL NUMBER: 14RFP00204

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

RENT FOR FIRST LEASE PERIOD:

January 1, 2014 To September 30, 2014 (9 Months)

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE	Total Rent Amount For First Lease Period (9 Months)
<u>192 acre</u>	\$ 	approx. 192 acres x \$ = \$ to be paid in two equal installments.

RENT FOR EACH TWELVE MONTH LEASE PERIOD FOLLOWING FIRST LEASE PERIOD:

Second Lease Period: October 1, 2014 to September 30, 2015 (12 months)

Third Lease Period: October 1, 2015 to September 30, 2016 (12 months)

Fourth Lease Period: October 1, 2016 to September 30, 2017 (12 months)

Fifth Lease Period: October 1, 2017 to September 30, 2018 (12 months)

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE	Total Rent Amount For Twelve Month Lease Periods Following First Lease Period
<u>192 acre</u>	\$ 	approx. 192 acres x \$ = \$ per Twelve Month Lease Period to be paid in two equal installments.

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, Specifications, Special Provisions and Farm Lease attached hereto as Exhibit I, for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agree to the terms contained in this RFP and the Farm Lease attached hereto as Exhibit I.

Signature of Person Authorized to Sign Proposal

Date : _____

Printed Name and Title of Signer:_____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

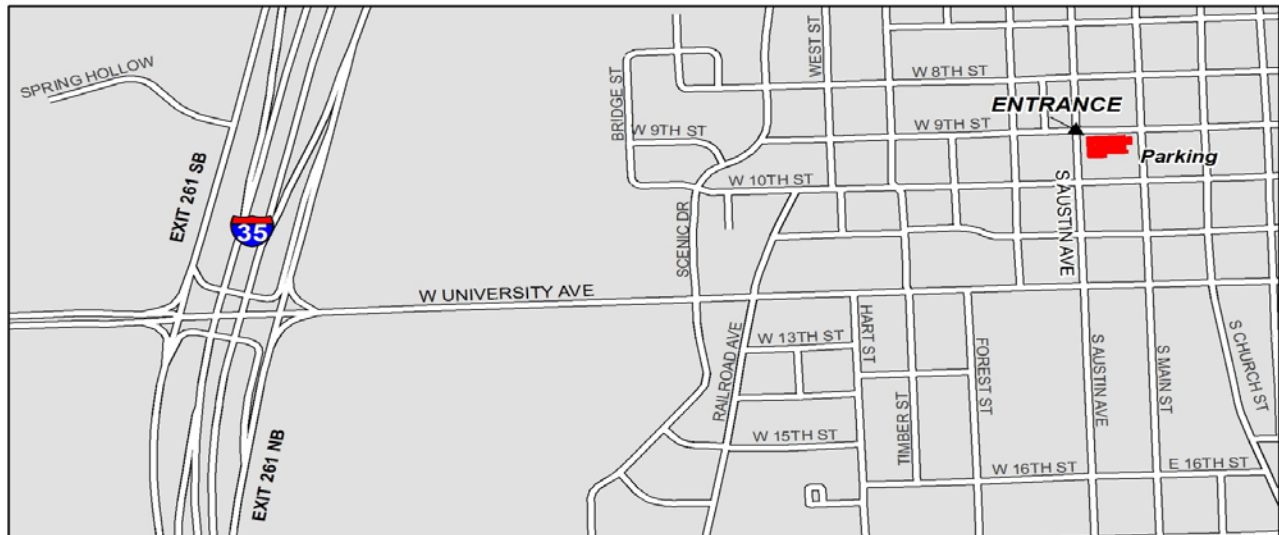
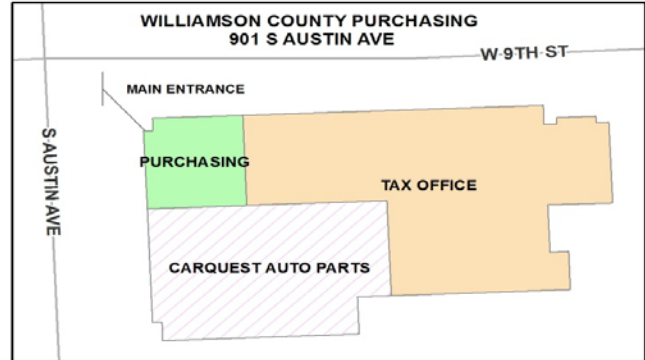


Exhibit I

FARM LEASE

TO BE EXECUTED FOLLOWING AWARD

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately **192 acres**, more or less, situated in Williamson County, Texas, as described in Exhibit "A" and "A-1" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years and nine (9) months, commencing on the 1st day of January, 2014 (the “Commencement Date”) and terminating on the 30th day of September, 2018 (the “Termination Date”), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: January 1, 2014 to September 30, 2014 (9 months)

Second Lease Period: October 1, 2014 to September 30, 2015 (12 months)

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall

only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER

PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C.** terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day

after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata

basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar

days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation,

this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement

whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

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

LESSOR: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral

agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____

Printed Name: _____

Address: _____

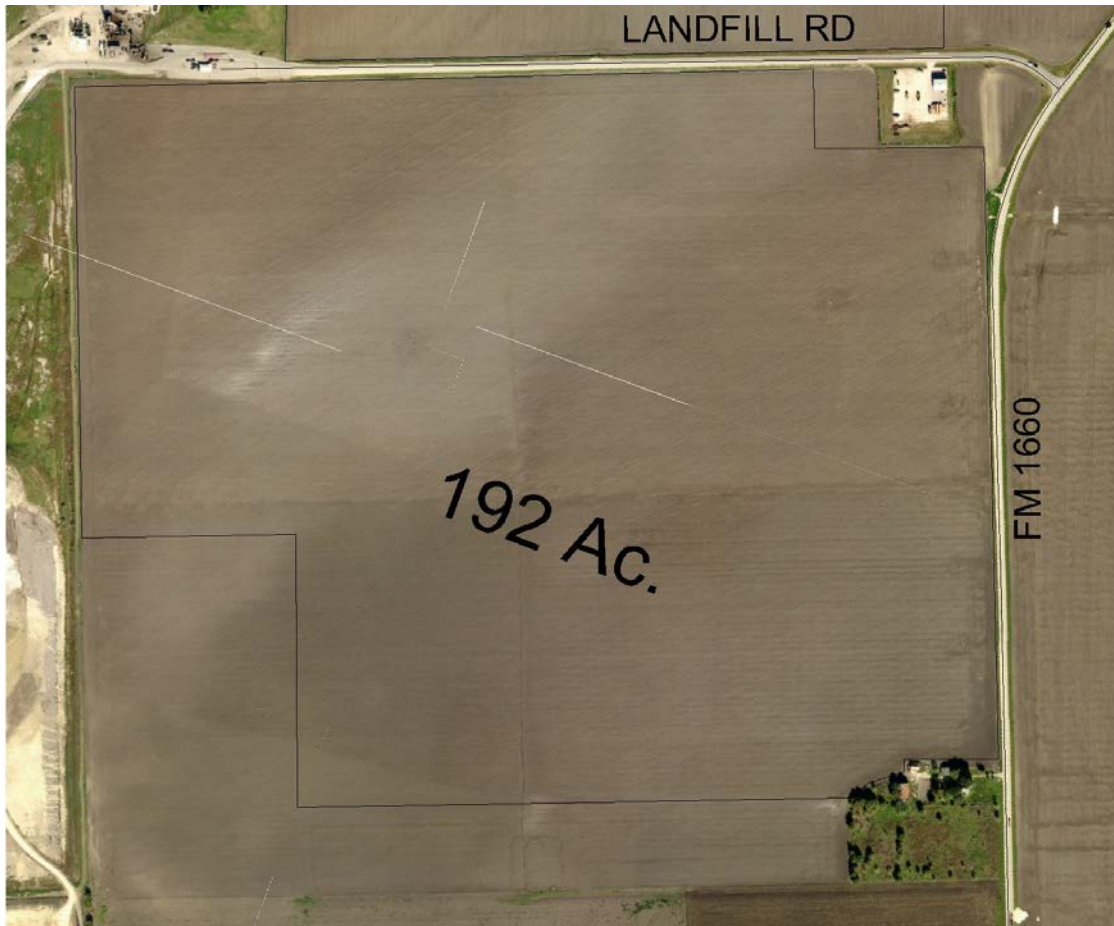
_____, _____

Exhibit "A"

Approximately 192.0 acres of land, more or less, being out of both a 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas and out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas.

The total combined acreage subject of this Lease, which constitutes the Premises, is **192 acres**, more or less. The boundary of the Premises is identified and depicted in Exhibit "A-1", which is attached hereto and incorporated herein for all purposes.

Exhibit "A-1"



Commissioners Court - Regular Session

43.

Meeting Date: 08/13/2013

Lease Agricultural Land Near The Williamson County Landfill- 142 acres

Submitted For: Commissioner Morrison

Submitted By:

Jonathan Harris, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider authorizing advertising and setting date of September 11th, 2013 at 2:00pm in the Purchasing Department to receive proposals for LEASE AGRICULTURAL LAND LOCATED NEAR THE WILLIAMSON COUNTY LANDFILL HUTTO, TEXAS, RFP# 14RFP00205

Background

RFP for Agricultural Land Lease of 142.3 acres of land, more or less, located around the Williamson County Landfill near Hutto, Texas.

Attachments

Farm Lease RFP

Form Review

Inbox

Reviewed By

Date

Purchasing (Originator)

Bob Space

08/08/2013 07:37 AM

County Judge Exec Asst.

Wendy Coco

08/08/2013 10:10 AM

Form Started By: Jonathan Harris

Started On: 08/06/2013

Final Approval Date: 08/08/2013



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

LEASE AGRICULTURAL LAND LOCATED NEAR THE WILLIAMSON COUNTY LANDFILL HUTTO, TEXAS

PROPOSAL NUMBER: 14RFP00205

PROPOSALS MUST BE RECEIVED AT OR BEFORE: 2:00 PM on
September 11th, 2013

PROPOSALS WILL BE PUBLICLY OPENED: 2:00 PM on
September 11th, 2013

NOTICE: Pursuant to a Rule 11 Settlement Agreement on September 3, 1996, Williamson County granted John and Christy Noren a first right of refusal to match any lease on the property being offered for lease. Such right of first refusal to match any lease of the subject property shall continue until the county devotes the property to landfill use.

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department at or before the date and time set forth above. Proposals will be publicly opened at the date and time set forth above or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed Proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, 901 South Austin Avenue, Georgetown, Texas 78626 (See map below)*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: One (1) original Proposal and three (3) copies must be submitted and consist of the COMPLETED AND SIGNED Proposal Form and any other required documentation.

SEALED: All Proposals must be returned in a sealed envelope with the Proposal name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the Proposal name, number, Lease Agricultural Land Located Near Williamson County Landfill, Hutto, Texas

opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires Proposer to supply with this Proposal a list of at least three (3) references of whom Proposer has leased farm and/or grazing land from in the past. Include name of reference, address, telephone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All Proposals must be submitted on the forms provided in this Request for Proposal. Changes to forms made by Proposer shall disqualify their Proposal.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective Proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment;
- c) have a satisfactory record of performance in agriculture;
- d) be otherwise qualified and eligible to receive an award of said land lease.

Williamson County may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made within approximately thirty (30) days after the Proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE:

It is understood that the Commissioners' Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for the offering covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County.

CONTRACT/LEASE AGREEMENT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the Selected Proposer and Williamson County.

The Selected Proposer shall be required to execute a formal Farm Lease at the County's offices in Georgetown, Texas within ten (10) days after the Proposer has been notified that it/he/she has been selected. Said Farm Lease shall be in the same form as the lease that is attached hereto and marked Exhibit I, Farm Lease. The only anticipated changes in the attached Farm Lease will be to include additional exhibits, to fill in blanks to identify the Proposer as the lessee, insert terms relating to the rent, and/or to revise the Farm Lease to accommodate corrections and changes required by the County. **Proposers should raise any questions regarding the terms of the attached Farm Lease, or submit requested changes in said terms, in the form of written questions or submittals, prior to the deadline for the submittal of Proposals.** Because the signed Farm Lease will be substantively and substantially derived from the attached Farm Lease, each Proposer is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Farm Lease **before** submitting a Proposal. Again, the attached Farm Lease contains important legal provisions and is considered part and parcel of this Request for Proposals. Failure or refusal to the attached Farm Lease shall be grounds for the County to revoke selection of a Proposer and select another Proposer.

Lease Agricultural Land Located Near Williamson County Landfill, Hutto, Texas

The terms of this contract (this Proposal when properly accepted by Williamson County) and the Farm Lease shall be collectively referred to herein as the "Lease Agreement." If, after the Proposer executes the Farm Lease, there is a conflict between the terms and conditions of this contract and the Farm Lease, the terms and condition of the Farm Lease shall control.

CONTRACT ADMINISTRATION: Under the Lease Agreement, Pete Correa, Executive Assistant to Williamson County Commissioner, Precinct No. 4, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners' Court and the Selected Proposer.

CONTRACT PERIOD: The total term of the Farm Lease shall be four (4) years and nine (9) months, commencing on the 1st day of January, 2014 (the "Commencement Date") and terminating on the 30th day of September, 2018 (the "Termination Date"), unless sooner terminated in accordance with the Farm Lease. The five (5) separate lease periods that make up the total term of the Farm Lease are as follows:

First Lease Period: January 1, 2014 to September 30, 2014 (9 months)
Second Lease Period: October 1, 2014 to September 30, 2015 (12 months)
Third Lease Period: October 1, 2015 to September 30, 2016 (12 months)
Fourth Lease Period: October 1, 2016 to September 30, 2017 (12 months)
Fifth Lease Period: October 1, 2017 to September 30, 2018 (12 months)

PROPOSAL CONTACTS

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

TECHNICAL CONTACT:

Pete Correa,
 Executive Assistant to
 Williamson County Commissioner
 Precinct 4
 350 Exchange Boulevard, Suite 100
 Hutto, TX 78634
 Phone: (512) 846-1190
 Fax: (512) 846-1140
 pcorrea@wilco.org

PURCHASING CONTACT:

Jonathan Harris
 Deputy Purchasing Agent
 901 South Austin Avenue

Georgetown, Texas 78626
(512) 943-1692
jharris@wilco.org

MISCELLANEOUS

FIRM PRICING: The leased premises described in the attached Farm Lease is to be on a "per acre per lease period" basis, stating a firm price per acre. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be from the above referenced Commencement Date to the Termination Date. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a lease for the period implied or expressly stated in the highest and best Proposal.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

PAYMENT: Payments will be made in two (2) equal installments for each lease period. The first installment will be due on or before January 31st of each lease period. The second for each lease period will be due on or before September 30th of each lease period.

Payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://wcportals.wilco.org/Interest_Conflict/index.html

The Williamson County Conflict of Interest Statement is located below. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this response, all documentation required by this request for Proposal. Failure to provide this information may result in rejection of the Proposal.

TERMINATION FOR DEFAULT: In addition to the termination rights set forth in the Farm Lease, Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the Proposer in terms of specifications shall be a basis for the termination of the contract and the Farm Lease by the County.

VOLUNTARY TERMINATION: Williamson County or the Selected Proposer may terminate the Farm Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of the Farm Lease, the Selected Proposer must surrender the premises peaceably to Williamson County and pay Williamson County all rental amounts and any other amounts that may be due under the Farm Lease as of the date of termination. In the event that Williamson County exercises its right to terminate the Farm Lease under this provision, Williamson County shall be obligated to reimburse the Selected Proposer, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The Selected Proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

NOTICE: Pursuant to a Rule 11 Settlement Agreement on September 3, 1996, Williamson County granted John and Christy Noren a first right of refusal to match any lease on the property being offered for lease. Such right of first refusal to match any lease of the subject property shall continue until the county devotes the property to landfill use.

Lease Agricultural Land Located Near Williamson County Landfill, Hutto, Texas

Other Provisions:

1. The parties agree and understand that the Williamson County, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive Proposals.
2. Williamson County may become responsible for major soil conservation work and repairs or improvements as determined to be necessary for the upkeep of the leased premises. The Selected Proposer/Lessee shall submit said improvement requests to Williamson County in writing, and Williamson County reserves the right to reject any and all requests if Williamson County determines that the requested improvements are not necessary.

PROPOSAL SPECIFICATIONS

Williamson County seeks to lease to a qualified farmer for agricultural crop production on approximately **142.3 acres** of land, more or less, located around the Williamson County Landfill near Hutto, Texas, which said land is more specifically described in the attached Farm Lease. The County is requesting Proposals from interested parties wishing to lease the land for agricultural crop production, and land management for the land.

All Proposals will be reviewed and scored by County staff. An oral interview may be held if necessary. The staff will make its recommendation to the Williamson County Commissioners' Court which will award a lease to the best Proposer.

Selection Process

The selection of the best Proposer will be accomplished through a two-step process by Williamson County:

1. Selection of the most qualified party will be based upon the best overall score of **(8) eight Submission Requirements**. These Submission Requirements make up the Proposal and are listed on the following page with their point values. In addition, you must turn in the **Williamson County Conflict of Interest Statement** (the form being on the pages to follow) and the **Williamson County Proposal Form** (the form being on the pages to follow) with your Proposal.
2. Contract negotiations will proceed with the party that is selected as the most highly qualified farmer. If an agreement cannot be reached, negotiations will cease and new negotiations will begin with the party chosen as the next most qualified farmer, and so on until an agreement is reached. Proposer acknowledges that following an agreement as to rental amount or lease price, Proposer must execute the attached Exhibit I, Farm Lease in accordance with the terms of this RFP.

Selection Criteria

Interested and qualified parties are invited to submit information that demonstrates their experience and farming skills. Proposal documentation (not including the Williamson County Conflict of Interest Statement, the Williamson County Proposal Form, and a cover page) should be limited to twelve (12) single-sided pages, 12pt font, and include the following information:

1. Proposed Lease Price per acre per lease period **(20 points)**

Lease Agricultural Land Located Near Williamson County Landfill, Hutto, Texas

2. Three (3) Farm References with names, addresses, and phone numbers **(15 points)**
3. Farming Experience **(15 points)**
4. Owned Farm Equipment that would be used on this tract of land **(10 points)**
5. Acres and Crops you are currently producing **(10 points)**
6. Superior Farming Techniques you are or would be using **(10 points)**
7. Proposed Crop & Crop Rotation over the length of the Farm Lease **(10 points)**
8. Proposed Improvements to the land **(10 points)**

CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

Date: _____, 20____

WILLIAMSON COUNTY PROPOSAL FORM
LEASE AGRICULTURAL LAND LOCATED EAST OF JONAH, TEXAS

PROPOSAL NUMBER: 14RFP00205

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

RENT FOR FIRST LEASE PERIOD:

January 1, 2014 To September 30, 2014 (9 Months)

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE	Total Rent Amount For First Lease Period (9 Months)
<u>142.3 acre</u>	\$ _____	approx. 142.3 acres x \$ _____ = \$ _____ to be paid in two equal installments.

RENT FOR EACH TWELVE MONTH LEASE PERIOD FOLLOWING FIRST LEASE PERIOD:

Second Lease Period: October 1, 2014 to September 30, 2015 (12 months)

Third Lease Period: October 1, 2015 to September 30, 2016 (12 months)

Fourth Lease Period: October 1, 2016 to September 30, 2017 (12 months)

Fifth Lease Period: October 1, 2017 to September 30, 2018 (12 months)

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE	Total Rent Amount For Twelve Month Lease Periods Following First Lease Period
<u>142.3 acre</u>	\$ _____	approx. 142.3 acres x \$ _____ = \$ _____ per Twelve Month Lease Period to be paid in two equal installments.

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, Specifications, Special Provisions and Farm Lease attached hereto as Exhibit I, for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agree to the terms contained in this RFP and the Farm Lease attached hereto as Exhibit I.

Signature of Person Authorized to Sign Proposal

Date : _____

Printed Name and Title of Signer:_____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

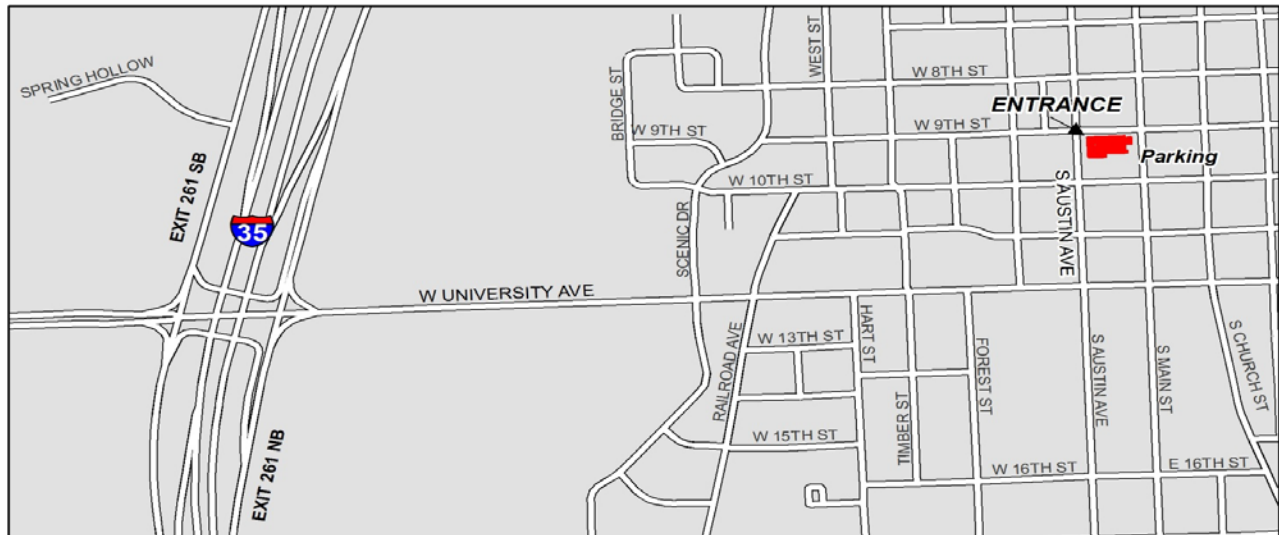
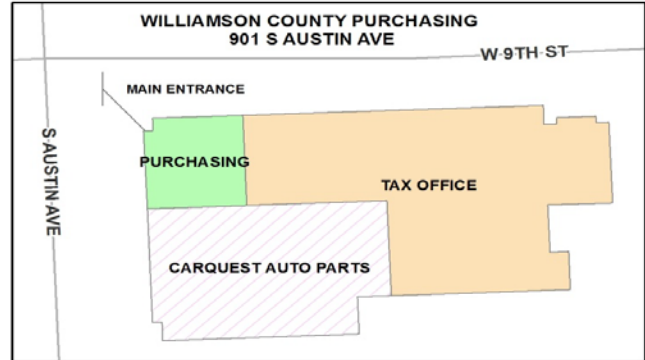


Exhibit I

FARM LEASE

TO BE EXECUTED FOLLOWING AWARD

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately **142.3 acres**, more or less, situated in Williamson County, Texas, as described in Exhibit “A”, “A-1” and “A-2” (the “Premises”), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years and nine (9) months, commencing on the 1st day of January, 2014 (the “Commencement Date”) and terminating on the 30th day of September, 2018 (the “Termination Date”), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: January 1, 2014 to September 30, 2014 (9 months)

Second Lease Period: October 1, 2014 to September 30, 2015 (12 months)

Third Lease Period: **October 1, 2015 to September 30, 2016 (12 months)**

Fourth Lease Period: **October 1, 2016 to September 30, 2017 (12 months)**

Fifth Lease Period: **October 1, 2017 to September 30, 2018 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. Rent:

1. Rent for the First Lease Period (9 Months): Lessee agrees to pay to Lessor, as rent for the Premises, the sum of _____ for the First Lease Period (9 months).

2. Rent for Each Twelve (12) Month Lease Period Following the First Lease Period: Lessee agrees to pay to Lessor, as rent for the Premises, the sum of _____ for each twelve (12) month lease period following the First Lease Period.

B. Payment of Rent: The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments, with the first installment being due on or before January 31st and the second installment being due on or before September 30th.

C. Place of Payment: All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall

only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

F. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER

PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C.** terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day

after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata

basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar

days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation,

this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement

whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

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

LESSOR: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. Day. Unless otherwise specifically set forth in this Lease, a reference to a “day” shall mean a calendar day and not a business day.

K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral

agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____

Printed Name: _____

Address: _____

_____, _____

Exhibit "A"

TRACT 1:

Approximately 115 acres of land, more or less, being out of both the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas ("Tract 1"). The boundary of Tract 1 is identified and depicted in Exhibit "A-1", which is attached hereto and incorporated herein for all purposes; and

TRACT 2:

Two separate parcels (7.6 acres and 23.4 acres, more or less), **SAVE AND EXCEPT 3.7 acres that are not farmable and that will not produce crops**, consisting of approximately 27.3 acres of land, more or less, out of that certain 123.23 acre tract of land out of the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 203, Page 232, Deed Records, Williamson County, Texas (collectively "Tract 2") The boundary of Tract 2 is identified and depicted in Exhibit "A-2", which is attached hereto and incorporated herein for all purposes.

The total combined acreage subject of this Lease, which constitutes the Premises, is **142.3 acres**, more or less.

Exhibit "A-1"



Exhibit "A-2"



Commissioners Court - Regular Session

44.

Meeting Date: 08/13/2013

Economic Development

Submitted For: Mary Clark

Submitted By: Mary Clark, Commissioner Pct.
#1

Department: Commissioner Pct. #1

Agenda Executive Session

Category:

Information

Agenda Item

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076
Deliberation regarding economic development project, to-wit, Project Wolf.)

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 11:05 AM

Started On: 08/08/2013 10:42 AM

Commissioners Court - Regular Session

45.

Meeting Date: 08/13/2013

Economic Development

Submitted For: Mary Clark

Submitted By: Mary Clark, Commissioner Pct.
#1

Department: Commissioner Pct. #1

Agenda Executive Session

Category:

Information

Agenda Item

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076
Deliberation regarding economic development project, to-wit, Project Techie.)

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 11:05 AM

Started On: 08/08/2013 10:41 AM

Meeting Date: 08/13/2013

Executive Session

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Executive Session

Category:

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

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

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
- e) Discuss proposed acquisition of property for proposed SH 29 project.
- f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- g) Discuss proposed acquisition and/or sale of property for Arterial H.
- h) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
- i) Discuss proposed Gattis School road wall claim
- j) Discuss County owned real estate adjacent to and near Inner Loop, Georgetown, Texas.
- k) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
- l) Discuss possible acquisition of property with endangered species for mitigation purposes.
- m) Discuss possible acquisition or lease of property to improve emergency communications.

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/08/2013

Reviewed By

Wendy Coco

Date

08/08/2013 10:11 AM

Started On: 08/08/2013 09:41 AM