

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**OCTOBER 6TH, 20015**  
**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 – 9 )

5. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction, including (26) Monitors, (5) Motorola Cards for Repeaters, (complete list attached) pursuant with Tex. Local Gov't Code §263.152.
6. Discuss, consider and take appropriate action on authorizing the disposal of county assets through destruction, including (1) Motorola Mobile Radio, (list attached) pursuant to Tex. Local Gov't Code §263.152
7. Discuss, consider and take appropriate action on appointing James "Ted" Koy to the Weir ESD #6 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2015.
8. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 5 subdivision - Pct 4.
9. Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 4 subdivision - Pct 4.

## REGULAR AGENDA

10. Discuss and take appropriate action on proclaiming October as Domestic and Teen Dating Violence Awareness Month in Williamson County.
11. Discuss, consider and take appropriate action on recognition and proclamation of 2015 National 4-H Week.
12. Recognize Donna Harrell, Veteran Service Officer, for her recognition as Accredited Service Officer of the Year for the Waco Region by the Texas Veterans Commission, and Valerie Zimmerman, for her recognition by the Veterans County Service Officer Association of Texas with a Certificate of Honor.
13. Hear presentation from Dan Wegmiller of Specialized Public Finance regarding Refunding and Debt Defeasance.
14. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
15. Discuss, consider and take appropriate action on a Supplemental #2 to Professional Service Agreement for the Forest North Drainage Improvements contract between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program.
16. Discuss, consider and take appropriate action on new Professional Service Agreement with HDR Inc, to provide On Call Engineering Services for Williamson County Road & Bridge Division.
17. Discuss, consider and take appropriate action to authorize the publication of notice of intent to amend portions of the Williamson County Subdivision Regulations.
18. Discuss and take appropriate action on a Real Estate Contract with Jeremy, Tiffany and Joshua Hobrathsch for ROW needed on CR 110 South. (PARCEL 10S)
19. Discuss and take appropriate action on a Real Estate Contract with Deborah Leggett for ROW needed on CR 110 South. (PARCEL 14S)
20. Discuss and take appropriate action on a Real Estate Contract with Deborah and David Leggett for ROW needed on CR 110 South. (PARCEL 15S)
21. Discuss, consider and take appropriate action to approve the tax collection agreement between Williamson County Municipal Utility District No. 28 and the County of Williamson, Texas.
22. Discuss, consider and take appropriate action regarding approval and receipt of agreement for vehicle reimbursements during off-duty work conducted by Constable Pcts. 1 & 3, with Austin Materials Inc. DBA: Ramming Paving.
23. Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Professional Services Agreement for Medical Services at the Williamson County Jail.
24. Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail.

25. Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail.
26. Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Pharmaceutical Services Agreement for the Williamson County Jail.
27. Discuss, consider and take any appropriate action regarding proposal to add the Williamson County Veterans Court to approved list of juror donations pursuant to H.B. 3996 and authority granted under amended Tex. Gov't Code § 61.003(a) to support court operations.
28. Discuss, consider and take any appropriate action regarding Extension Agreement for Contract in the Public Interest between Williamson County, Texas and Jonah Community, Inc. (Community Recreation Facility Fund) to increase time period for conclusion of project (all other contractual terms remaining the same).
29. Discuss, consider and take appropriate action regarding the engagement of the law firm of McCall, Parkhurst & Horton, L.L.P. to represent Williamson County in connection with the Pass-Through Toll Revenue and Limited Tax Bonds, Series 2006 under examination by the Internal Revenue Service; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code; and, further, authorize the Williamson County Auditor to execute a Power of Attorney and Declaration of Representative in relation to such examination.
30. Discuss, consider and take appropriate action on a Preventive Maintenance & Service Program Agreement for a Spacesaver System for Justice of the Peace Precinct No. 4 between Williamson County and Southwest Solutions Group.
31. Discuss, consider and take appropriate action on awarding bids for Fencing for Ronald Reagan Blvd. for Williamson County, Bid# 1508-006 to the lowest and best bidder – Barrier Fence Systems.
32. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Farm and Grazing Lease-343 Acres Agricultural Land near CR 131-Hutto, Bid # 1509-014.
33. Discuss, consider, and take appropriate action on approving extension for Auto Liability, Auto Physical Damage and Public Officials Liability under the Texas Association of Counties Risk Management Pool through September 30, 2016.
34. Discuss, consider and take appropriate action on an Addendum to the Elevator Maintenance Agreement (Contract Number US33672 Dated 4/1/2012) between Williamson County and ThyssenKrupp Elevators Americas in order to add the County's elevator located at its 355 Texas Avenue, Round Rock, Texas to the inventory of elevators to be maintained.
35. Discuss, consider, and take appropriate action regarding renewal of contract with Motorola Solutions Inc. for FY2016 to support Williamson County's radio system and 911 dispatch operations, including but not limited to exempting services from competitive bidding or proposal requirements pursuant to Tex. Loc. Gov't Code § 262(2) ("public health or safety") or § 262(7) ("sole source provider" of services for Motorola equipment).
36. Discuss, consider, and take any appropriate action regarding a Services Contract with Ceda-Tex Services Inc. for framing, wall, and ceiling work on the Crime Lab remodel, a project funded in 0100-0509-004509.

37. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the County Clerk's Records Management and Preservation Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0385-0385-004100	CC Rcds Mgmt/Prsvtn Prof Svcs	\$40,000

38. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Facilities department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100-0509-005300	Facilities/Improvements > \$5K	\$130,000

39. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100-0560-005700	SO/Vehicles	\$42,700
	0100-0560-004511	SO/Range Maint.	\$6,800

**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)."***

40. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Discuss Kaufman Loop.

41. 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.)

**A. Real Estate Owned by Third Parties**

- 1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss proposed acquisition of property for right-of-way for SH 195



- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: Sneed Loop
- f) Discuss the acquisition of real property: Neenah Blvd.
- g) Discuss the acquisition of real property: CR 119
- h) Discuss the acquisition of real property: Tradesman Park.
- i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- j) Discuss the acquisition of real property: CR 258
- k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
- l) Discuss the acquisition of real property: Arterial H.
- m) Discuss the acquisition of real property for County Facilities.
- n) Discuss the acquisition of real property for the Williamson County Expo Center.
- o) Discuss the acquisition of Easement interests on CR 240.
- p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

**B. Property or Real Estate owned by Williamson County**

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss proposed sale of real estate on Inner Loop
- c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
- d) Discuss proposed exchange of property with Mr. Kruger
- e) Discuss real estate at 355 Texas Ave.

**42. 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) 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
- d) Employee/personnel related matters
- e) 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.
- f) 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
- g) 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
- h) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- i) County Road 241 utility and Right-of-Way Issues and matters;
- j) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
- k) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- l) Cause No. 12-1226-C368; Williamson County, Texas v. James Broaddus d/b/a Broaddus & Associates, and Broaddus & Associates, Inc.; In the 368th Judicial District Court of Williamson County, Texas
- m) Notice of Claim - In Re Jessica Palmer
- n) Floodplain Regulation Issue
- o) Carolyn Barnes v. Austin American Statesman, et al; Cause # D-1-GN-15-002626, in the 353rd Judicial District Court of Travis County, Texas
- p) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
- q) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
- r) Notice of Claim – In Re Ray Steven Rose

- s) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- t) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)

- 43.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 44.** Discuss and take appropriate action regarding economic development.
- 45.** Discuss and take appropriate on real estate.
- 46.** 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) 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
  - d) Employee/personnel related matters
  - e) 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.
  - f) 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
  - g) 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
  - h) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - i) County Road 241 utility and Right-of-Way Issues and matters;
  - j) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
  - k) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - l) Cause No. 12-1226-C368; Williamson County, Texas v. James Broaddus d/b/a Broaddus & Associates, and Broaddus & Associates, Inc.; In the 368th Judicial District Court of Williamson County, Texas
  - m) Notice of Claim - In Re Jessica Palmer
  - n) Floodplain Regulation Issue
  - o) Carolyn Barnes v. Austin American Statesman, et al; Cause # D-1-GN-15-002626, in the 353rd Judicial District Court of Travis County, Texas
  - p) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
  - q) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
  - r) Notice of Claim – In Re Ray Steven Rose
  - s) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
  - t) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)

- 47.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 48.** Comments from Commissioners.

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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 \_\_\_\_\_, 2015 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****5.****Meeting Date:** 10/06/2015

Asset Sale

**Submitted By:** Stacy Partridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction, including (26) Monitors, (5) Motorola Cards for Repeaters, (complete list attached) pursuant with Tex. Local Gov't Code §263.152.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Asset Sale

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacy Partridge

Final Approval Date: 10/01/2015

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

10/01/2015 08:10 AM

10/01/2015 08:43 AM

Started On: 09/28/2015 08:59 AM

# Williamson County

## Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity  
☒ SALE at the earliest auction \*
 ☐ DESTRUCTION due to Public Health / Safety  
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	WINDOWS XP MONITOR XW4300 BASE	2UA6150KN4, 2UA6140CQS, 2UA6150KS2		Working <input type="checkbox"/>
3	WINDOWS XP MONITOR XW4300 BASE	2UA61702VR, 2UA6150KNW, 2UA6140C23		Working <input type="checkbox"/>
1	WINDOWS XP MONITOR XW4300 BASE	2UA6150KN2		Working <input type="checkbox"/>
3	MOTOROLA MODEL 32698012(NEW IN BOX)	509CHK2045, 509CHK2043, 509CHK2044		Working <input type="checkbox"/>
2	MOTOROLA MODEL 32698012 (NEW IN BOX)	509CHK2046, 509CHK2042		Working <input type="checkbox"/>

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

CATHERINE ROBERTS

Print Name

Signature

**Contact Person:**

CATHERINE ROBERTS

Print Name

5129433575

Date Phone Number

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

RECEIVED

Print Name

Print Name

SEP 23 2015

Signature

Date Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

- ☐ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity  
☒ SALE at the earliest auction \*
 ☐ DESTRUCTION due to Public Health / Safety  
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

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

**Parties involved:**

**FROM** (Transferor Department): Dept. of Infrastructure, Road & Bridge Division

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

TERRON EVERTSON

Print Name

Signature

September 18, 2015

Date

**Contact Person:**

Lisa Pohlmeier

Print Name

+1 (512) 943-3364

Phone Number

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

**Transferee - Elected Official/Department Head/**

**Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

**Contact Person:**

RECEIVED

Print Name

Print Name

SEP 18 2015

Signature

Date

Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

\* 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 \_\_\_\_\_

**Commissioners Court - Regular Session****6.****Meeting Date:** 10/06/2015

Asset Destruction

**Submitted By:** Stacy Partridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of county assets through destruction, including (1) Motorola Mobile Radio, (list attached) pursuant to Tex. Local Gov't Code §263.152

**Background**

Radio was destroyed in police car accident, per WC Wireless Comm Department. Equipment damaged beyond repair.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Asset Destruction

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacy Partridge

Final Approval Date: 09/30/2015

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

09/29/2015 08:29 AM

09/30/2015 02:46 PM

Started On: 09/28/2015 09:35 AM

# Williamson County

## Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity  
☐ SALE at the earliest auction \*
 ☒ DESTRUCTION due to Public Health / Safety  
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	MOTOROLA XTL5000 MODEL #AZ492FT5823	500CFG2590		Non-Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**Parties involved:**

**FROM** (Transferor Department): WC WIRELESS COMM.

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

CATHERINE ROBERTS

Print Name

Signature

**Contact Person:**

CATHERINE ROBERTS

Print Name

5129433886

Phone Number

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

SEP 23 2015

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

\* 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 \_\_\_\_\_



**Commissioners Court - Regular Session****7.****Meeting Date:** 10/06/2015

ESD 6 Appointment of James Ted Koy

**Submitted For:** Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on appointing James "Ted" Koy to the Weir ESD #6 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2015.

**Background**

Ted Koy will fill the open position left by Bob Winkler. Application is available on request. Candidate was interviewed by Judge Gattis and Commissioner Covey.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:40 AM

Started On: 10/01/2015 09:40 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 10/06/2015

Discuss consider and take appropriate action on approval of the final plat for the Siena Section 5 subdivision - Pct 4

**Submitted For:** Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 5 subdivision - Pct 4.

**Background**

This is the next section of the Siena development. It consists of 61 single family lots and 2,266 feet of new public roads. Roadway and drainage construction has been completed.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Final Plat - Siena Section 5

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 09/30/2015

**Reviewed By**

Wendy Coco

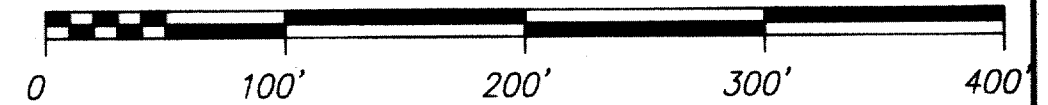
**Date**

09/30/2015 02:46 PM

Started On: 09/29/2015 11:18 AM

PLAT OF  
**SIENA SECTION 5**  
WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 80'



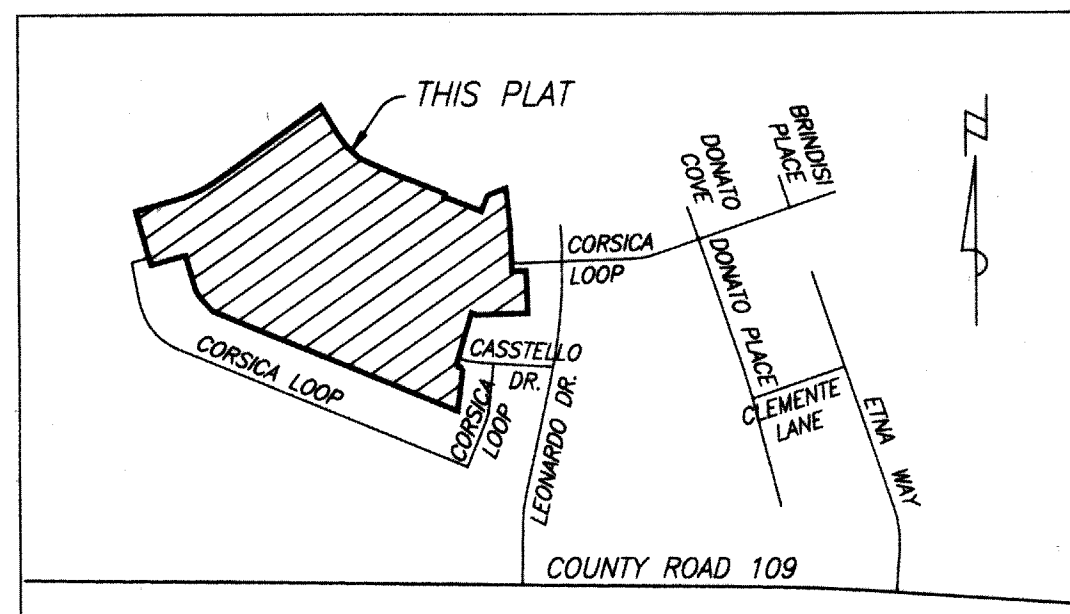
SEDC DEVCO, INC.  
367.148 ACRES  
DOC. No. 2013084234 OPRWC

SIENA KYLE COMMERCIAL, LP  
22.006 ACRES  
DOC. No. 2008000342 OPRWC

POINT OF BEGINNING  
APPROXIMATELY S30°24'51"W 1353.73'  
TO SW CORNER OF WILLIAM DUNN  
SURVEY

JONAH WATER SPECIAL UTILITY DISTRICT  
10.00 ACRES  
DOC. No. 2003012825 OPRWC

NAME	LENGTH	ROW WIDTH	DESIGN SPEED
CASSTELLO DRIVE	838	50	30
CATERINA COVE	156	50	30
CORSICA LOOP	1272	50	30
TOTAL	2266		



LOCATION MAP  
SCALE: 1" = 600'

EASEMENTS:  
A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY  
DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY  
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY  
DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES  
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY  
DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES

LEGEND:  
○ = SET 1/2" IRON ROD WITH RJ SURVEYING CAP  
● = FOUND 1/2" IRON ROD  
PUE = PUBLIC UTILITY EASEMENT  
BL = BUILDING SETBACK LINE  
Ⓜ = BLOCK NAME  
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

PROPERTY OWNER:  
SEDC DEVCO, INC.  
JOHN LLOYD, PRESIDENT  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

TOTAL AREA OF PLAT: 13.89 ACRES

SURVEY: WILLIAM DUNN SURVEY, ABSTRACT No. 196

61 SINGLE FAMILY LOTS (56 @ 53' & 5 @ 63')  
1 OPEN SPACE LOT  
3 BLOCKS

SHEET 1 OF 3 SHEETS

DATE: OCT. 18, 2013

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

F-9784

**RJ SURVEYING & ASSOCIATES, INC.**

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

F-10015400

PLAT OF  
SIENA SECTION 5  
WILLIAMSON COUNTY, TEXAS

DESCRIPTION

THAT PART OF THE WILLIAM DUNN SURVEY, ABSTRACT No. 196, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 139.150 ACRE TRACT OF LAND CONVEYED TO EASY KYLE PARTNERS BY DEED RECORDED IN DOCUMENT No. 2006035264 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 139.150 ACRE TRACT BEING A PART OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a ½" iron rod found in the Westerly Line of the said 139.150 Acre Tract at the Northeast Corner of that 10.00 Acre Tract conveyed to Jonah Water Supply Utility District by deed recorded in Document No. 2003012825 of the Official Public Records of Williamson County, Texas, the same being in the South Line of that 22.006 Acre Tract conveyed to Siena Kyle Commercial, LP, by deed recorded in Document No. 2008000342 of the Official Public Records of Williamson County, Texas,

THENCE across the said 139.150 Acre Tract and along the South Line of said 22.006 Acre Tract the following two courses:

- 1. N.68°28'49"E. a distance of 10.90 feet to a ½" iron rod set
- 2. N.74°18'00"E. (bearing basis) a distance of 202.04 feet to a ½" iron rod set and the Point of Beginning (from which point the Southwest Corner of the said William Dunn Survey, Abstract No. 196, bears approximately S.30°24'51"W. 1353.73 feet);

THENCE continue along said South Line the following three courses:

- 1. N.74°18'00"E. along said line a distance of 144.21 feet to a ½" iron rod set at a point of curvature of a curve to the left;
- 2. Northeastly, along the arc of said curve to the left a distance of 120.14 feet, said curve having a radius of 350.00 feet, a central angle of 19°40'00", and a chord bearing N.64°28'00"E., 119.55 feet to a ½" iron rod set;
- 3. N.54°38'00"E. (at 105.52 feet pass the Southeast Corner of the said 22.006 Acre Tract and continue across the said 139.150 Acre Tract) in all a distance of 406.66 feet to a ½" iron rod set;

THENCE across the said 139.150 Acre Tract the following 26 courses:

- 1. S.31°03'58"E. a distance of 104.48 feet to a ½" iron rod set;
- 2. S.36°18'28"E. a distance of 49.32 feet to a ½" iron rod set;
- 3. S.48°26'54"E. a distance of 53.00 feet to a ½" iron rod set;
- 4. S.65°52'20"E. a distance of 111.78 feet to a ½" iron rod set;
- 5. S.68°43'29"E. a distance of 175.00 feet to a ½" iron rod set;
- 6. S.21°16'31"W. a distance of 10.22 feet to a ½" iron rod set;
- 7. S.68°43'29"E. a distance of 125.00 feet to a ½" iron rod set;
- 8. N.21°16'31"E. a distance of 53.00 feet to a ½" iron rod set;
- 9. N.68°01'02"E. a distance of 61.44 feet to a ½" iron rod set;
- 10. S.06°51'55"E. a distance of 63.00 feet to a ½" iron rod set;
- 11. S.04°57'41"E. a distance of 66.00 feet to a ½" iron rod set;
- 12. S.02°28'03"E. a distance of 130.87 feet to a ½" iron rod set;
- 13. N.88°06'55"E. a distance of 43.46 feet to a ½" iron rod set;
- 14. S.01°53'05"E. a distance of 132.50 feet to a ½" iron rod set;
- 15. S.88°06'55"W. a distance of 160.47 feet to a ½" iron rod set
- 16. N.67°43'40"W. a distance of 17.20 feet to a ½" iron rod set;
- 17. S.16°35'56"W. a distance of 123.97 feet to a ½" iron rod set;
- 18. S.16°16'49"W. a distance of 50.00 feet to a ½" iron rod set at point on a non-tangent curve to the left
- 19. Easterly along the arc of said curve, a distance of 23.17 feet, said curve having a radius of 350.00 feet, a central angle of 03°47'34" and a chord bearing S.75°36'58"E., 23.16 feet to a ½" iron rod set;
- 20. S.07°23'34"W. a distance of 134.61 feet to a ½" iron rod set;
- 21. N.67°43'40"W. a distance of 825.03 feet to a ½" iron rod set;
- 22. N.41°32'20"W. a distance of 60.40 feet to a ½" iron rod set;
- 23. N.31°40'03"W. a distance of 21.19 feet to a ½" iron rod set;
- 24. N.15°44'13"W. a distance of 115.25 feet to a ½" iron rod set;
- 25. S.74°18'00"W. a distance of 112.15 feet to a ½" iron rod set;
- 26. N.15°42'00"W. a distance of 175.00 feet to the said Point of Beginning.

Containing 13.89 acres, more or less.

NOTES:

- 1. THE PROPERTY OWNERS OR THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
- 2. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
- 3. NO PORTION OF THIS TRACT IS ENCROACHED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- 4. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- 5. WATER SERVICE WILL BE PROVIDED BY JONAH WATER, S. U. D..
- 6. SANITARY SEWER SERVICE WILL BE PROVIDED BY JONAH WATER, S. U. D. THE CITY OF ROUND ROCK WILL PROVIDE THE TRUNK LINE (McNUTT INTERCEPTOR).
- 7. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- 8. MAIL BOXES WILL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS).
- 9. THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINAGE OR PROTECTING THE ROAD SYSTEMS AND STREETS.
- 10. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.86'	N73°19'17"W
L2	21.86'	N13°07'50"E
L3	34.12'	N30°05'43"W
L4	34.12'	N30°05'43"W
L5	18.60'	N88°06'55"E
L6	19.11'	N88°06'55"E
L7	21.40'	N23°13'34"W
L8	21.03'	N66°46'26"E
L9	68.27'	N30°13'51"W
L10	27.07'	N50°27'15"W
L11	64.83'	N50°27'15"W
L12	45.95'	N50°27'15"W
L13	45.95'	N50°27'15"W
L14	101.36'	N33°36'41"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.
C1	120.14	350.00	19°40'00"	N64°28'00"E
C2	23.17	350.00	3°47'34"	S75°36'58"E
C3	12.12	350.00	1°59'04"	N73°18'28"E
C4	47.79	350.00	7°49'24"	N68°24'14"E
C5	47.79	350.00	7°49'26"	N60°34'49"E
C6	12.43	350.00	2°02'06"	N55°39'03"E
C7	163.04	475.00	19°40'00"	N64°28'00"E
C8	16.45	475.00	1°59'04"	N73°18'28"E
C9	64.86	475.00	7°49'24"	N68°24'14"E
C10	64.86	475.00	7°49'26"	N60°34'49"E
C11	16.87	475.00	2°02'06"	N55°39'03"E
C12	91.89	525.00	10°01'44"	N69°17'08"E
C13	8.29	525.00	0°54'17"	N55°05'09"E
C14	183.54	279.44	37°37'56"	N48°54'41"W
C15	19.64	279.44	4°01'40"	N32°06'33"W
C16	82.08	279.44	16°49'44"	N42°32'15"W
C17	81.82	279.44	16°46'32"	N59°20'23"W
C18	216.38	329.44	37°37'56"	N48°54'41"W
C19	15.31	329.44	2°39'45"	N31°25'36"W
C20	53.29	329.44	9°16'03"	N37°23'29"W
C21	53.29	329.44	9°16'03"	N46°39'33"W
C22	53.29	329.44	9°16'03"	N55°55'36"W
C23	41.21	329.44	7°10'02"	N64°08'39"W
C24	36.60	350.00	5°59'31"	N70°43'25"W
C25	11.58	350.00	1°53'47"	N68°40'33"W
C26	48.19	350.00	7°53'18"	N73°34'06"W
C27	31.37	300.00	5°59'31"	N70°43'25"W
C28	115.95	275.00	24°09'25"	N79°48'22"W
C29	137.03	325.00	24°09'25"	N79°48'22"W
C30	43.38	325.00	7°38'50"	N71°33'05"W
C31	50.81	325.00	8°57'24"	N79°51'11"W
C32	42.84	325.00	7°33'11"	N88°06'29"W
C33	167.01	425.00	22°30'53"	N56°28'13"W
C34	23.32	425.00	3°08'38"	N66°09'21"W
C35	52.67	425.00	7°06'05"	N61°01'59"W
C36	52.67	425.00	7°06'05"	N53°55'55"W
C37	38.34	425.00	5°10'05"	N47°47'50"W
C38	34.97	25.00	80°09'13"	N85°17'23"W
C39	130.44	375.00	19°55'45"	N57°45'47"W
C40	86.36	375.00	13°11'41"	N61°07'49"W
C41	44.08	375.00	6°44'04"	N51°09'57"W
C42	22.96	25.00	52°37'00"	N21°29'24"W
C43	155.66	50.00	178°22'28"	N84°22'08"W
C44	18.55	50.00	21°15'11"	N05°48'30"W
C45	47.56	50.00	54°29'43"	N43°40'57"W
C46	36.02	50.00	41°16'47"	N88°25'48"E
C47	53.53	50.00	61°20'47"	N37°07'01"E
C48	21.03	25.00	48°11'23"	N30°32'19"E
C49	16.91	25.00	38°45'00"	N25°49'07"E
C50	4.12	25.00	9°26'23"	N49°54'49"E

DATE: OCT. 18, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

F-9784

S:\LAND\201-2150\2150-18-PLAT.dwg 5/21/2014 8:22:12 AM CDT



STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS  
THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 5." AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 17th DAY OF SEPTEMBER 2015

SEDC DEVCO, INC.

JOHN LLOYD, PRESIDENT  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

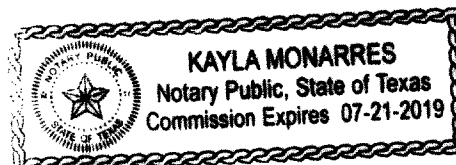
ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, KNOWN TO ME TO BE THE PERSON 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 17th DAY OF September, A. D., 2015

KAYLA MONARRES  
NOTARY PUBLIC SIGNATURE



STATE OF TEXAS  
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS  
THAT EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 13.89 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP

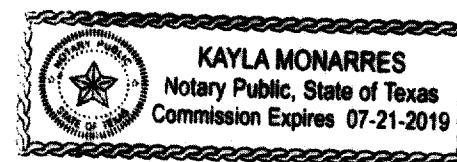
BY: GENERAL DRIPPING, INC.  
A TEXAS CORPORATION  
ITS GENERAL PARTNER

JOHN S. LLOYD, PRESIDENT

THE STATE OF TEXAS  
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF September 2015

KAYLA MONARRES  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME  
MY COMMISSION EXPIRES:

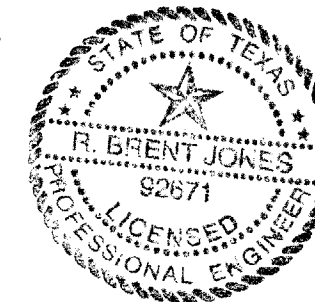


ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0275E AND 48491C0455E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

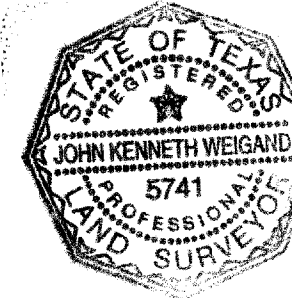
R. BRENT JONES  
DATE 9/14/15  
LICENSED PROFESSIONAL ENGINEER NO. 92671



SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

J. KENNETH WEIGAND  
DATE Sept. 14, 2015  
R.P.L.S. NO. 5741  
STATE OF TEXAS



PLAT OF  
SIENA SECTION 5  
WILLIAMSON COUNTY, TEXAS

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

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

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS  
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS  
THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 13.89 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

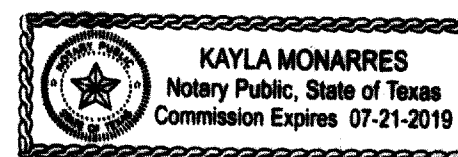
INTERNATIONAL BANK OF COMMERCE  
A TEXAS BANKING ASSOCIATION

BY: Ben Joyce  
NAME: Ben Joyce  
TITLE: Vice President  
COMMERCIAL LENDING

THE STATE OF TEXAS  
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF September 2015

KAYLA MONARRES  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME  
MY COMMISSION EXPIRES:



STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_ A.D. \_\_\_ AT \_\_\_ O'CLOCK \_\_\_ M. AND DULY RECORDED ON THE \_\_\_ DAY OF \_\_\_ A.D. \_\_\_ AT \_\_\_ O'CLOCK \_\_\_ M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK,  
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

DATE: OCT. 18, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817 F-9784  
RJ SURVEYING & ASSOCIATES, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

**Commissioners Court - Regular Session****9.****Meeting Date:** 10/06/2015

Discuss consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 4 subdivision - Pct 4

**Submitted For:** Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 4 subdivision - Pct 4.

**Background**

This is the next section of the Star Ranch development. It consists of 98 single family lots and 3,568 feet of new public roads. Roadway and drainage construction has been completed. This final plat is also scheduled for approval by the Hutto City Commission at its regular meeting on October 1, 2015.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Final Plat - Star Ranch Sec 7 Ph 4

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 09/30/2015

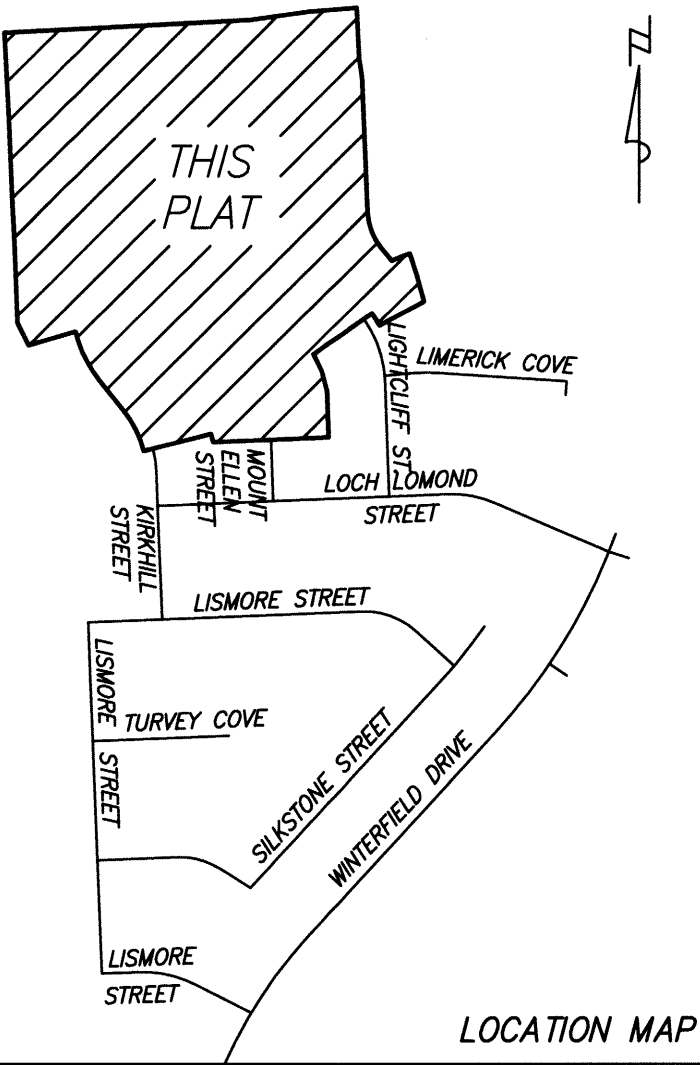
**Reviewed By**

Wendy Coco

**Date**

09/30/2015 02:46 PM

Started On: 09/29/2015 04:51 PM



NEW STREETS:		
NAME	LENGTH	DESIGN SPEED
KIRKILL STREET	1737	25
LIGHTCLIFF STREET	660	25
MOUNT ELLEN STREET	981	25
WEST HIGHFIELD STREET	190	25
TOTAL:	3568	

SITE DATA:  
TOTAL AREA OF THIS PLAT: 21.39 ACRES  
98 SINGLE FAMILY LOTS  
1 LIFT STATION LOT (23A, BLOCK A)  
1 DRAINAGE EASEMENT LOT (24A, BLOCK A)  
5 BLOCKS  
RIGHT OF WAY: 4.15 ACRES

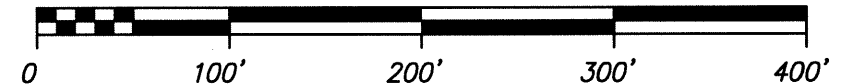
BUILDING SETBACKS:

25' FRONT  
15' STREET SIDE  
5' SIDE  
10' REAR

STAR RANCH SECTION 7 PHASE 4

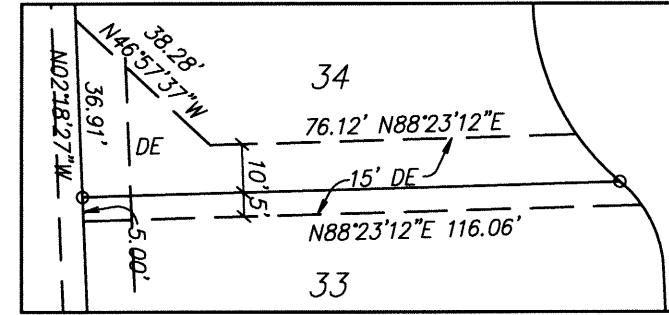
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



LEGEND:

- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- Ⓢ = BLOCK NAME
- ..... = SIDEWALK REQUIRED
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

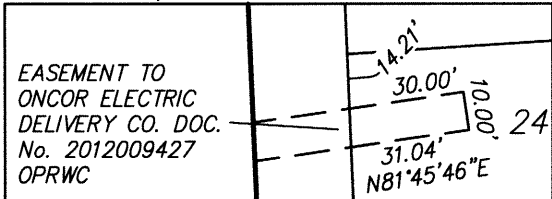
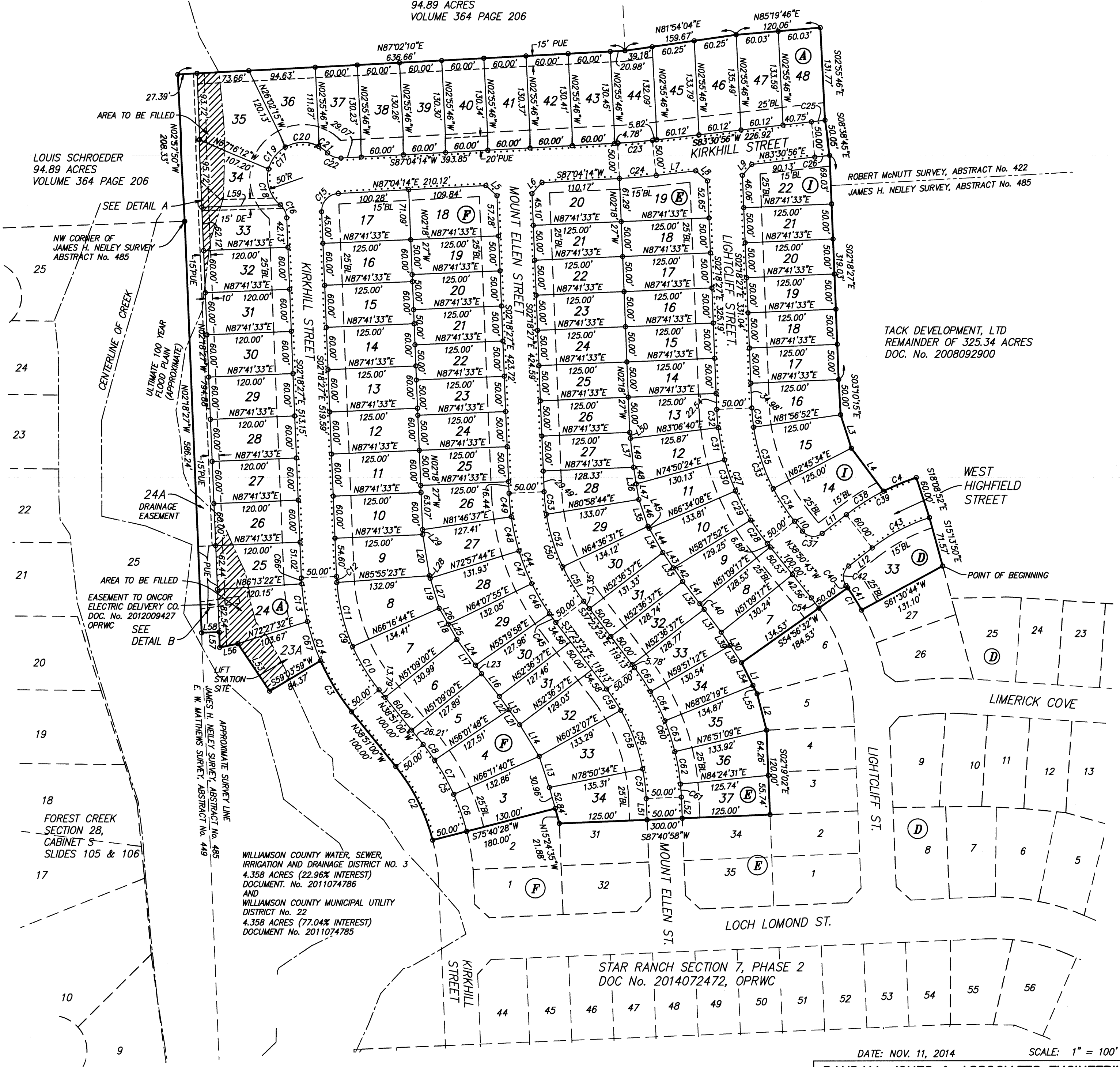


DETAIL A  
SCALE: 1" = 40'

MINIMUM FLOOR ELEVATIONS:		
LOT BLOCK	ELEVATION (NAVD 88)	
24 A	678.0	
25 A	676.0	
26 A	673.0	
27 A	673.0	
28 A	673.0	
29 A	673.0	
30 A	673.0	
31 A	673.0	
32 A	673.0	
33 A	673.0	
34 A	673.0	
35 A	673.0	

TACK DEVELOPMENT, LTD  
REMAINDER OF 325.34 ACRES  
DOC. No. 2008092900

LOUIS SCHROEDER  
94.89 ACRES  
VOLUME 364 PAGE 206



DETAIL B SCALE: 1" = 50'

DATE: NOV. 11, 2014

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817



DESCRIPTION:

THAT PART OF THE JAMES H. NEILEY SURVEY, ABSTRACT No. 485 AND THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 325.34 ACRE TRACT OF LAND CONVEYED TO TACK DEVELOPMENT, LTD., BY DEED RECORDED IN DOCUMENT No. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at the Northeast Corner of Lot 27, Block D, Star Ranch Section 7, Phase 2, according to the plat thereof recorded in Document No. 2014072472 of the Official Public Records of Williamson County, Texas;

THENCE along the North Line of said plat the following nine courses:

1. S.61°30'44"W. a distance of 131.10 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
2. Northwesterly along the arc of said curve, a distance of 37.27 feet, said curve having a radius of 325.00 feet, a central angle of 06°34'11" and a chord bearing N.31°46'22"W., 37.25 feet to a 1/2" iron rod set;
3. S.54°56'32"W. a distance of 184.53 feet to a 1/2" iron rod set;
4. THENCE S.26°39'06"E. a distance of 49.77 feet to a 1/2" iron rod set;
5. THENCE S.14°33'00"E. a distance of 53.52 feet to a 1/2" iron rod set;
6. THENCE S.02°19'02"E. a distance of 120.00 feet to a 1/2" iron rod set;
7. THENCE S.87°40'58"W. a distance of 300.00 feet to a 1/2" iron rod set;
8. THENCE N.15°24'35"W. a distance of 21.88 feet to a 1/2" iron rod set;
9. THENCE S.75°40'28"W. a distance of 180.00 feet to a 1/2" iron rod set in the East Line of that 4.358 Acre Tract (22.96% interest) conveyed to Williamson County Water, Sewer, Irrigation and Drainage District No. 3 by deed recorded in Document No. 2011074786 of the Official Public Records of Williamson County, Texas, and Williamson County Municipal District No. 22 (77.04% interest) by deed recorded in Document No. 2011074785 of the Official Public Records of Williamson County, Texas, and to a point on a non-tangent curve to the left;

THENCE along the Easterly and Northeasterly Line of said 4.358 Acre Tract the following eight courses:

1. Northwesterly along the arc of said curve, a distance of 117.71 feet to a 1/2" iron rod set, said curve having a radius of 275.00 feet, a central angle of 24°31'28" and a chord bearing N.26°35'16"W., 116.81 feet to a 1/2" iron rod set;
2. N.38°51'00"W. a distance of 100.00 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Northwesterly, along the arc of said curve to the right a distance of 85.77 feet, said curve having a radius of 325.00 feet, a central angle of 15°07'17", and a chord bearing N.31°17'22"W., 85.52 feet to a 1/2" iron rod set;
4. S.59°03'59"W. a distance of 84.37 feet to a 1/2" iron rod set;
5. N.33°41'29"W. a distance of 81.35 feet to a 1/2" iron rod set;
6. S.78°19'56"W. a distance of 26.38 feet to a 1/2" iron rod set;
7. N.02°18'27"W. a distance of 21.66 feet to a 1/2" iron rod set;
8. S.87°41'33"W. a distance of 25.00 feet to a 1/2" iron rod set in the West Line of said 325.34 Acre Tract;

THENCE N.02°18'27"W. along said West Line a distance of 586.24 feet to a 1/2" iron rod found at the Northwest Corner of said James H. Neiley Survey, Abstract No. 485;

THENCE N.02°57'50"W. along the West Line of said 325.34 Acre Tract a distance of 208.33 feet to a 1/2" iron rod set at the Westerly Northwest Corner of said 325.34 Acre Tract;

THENCE N.87°02'10"E. along a North Line of said 325.34 Acre Tract a distance of 636.66 feet to a 1/2" iron rod set;

THENCE across said 325.34 Acre Tract the following 11 courses:

1. N.81°54'04"E. a distance of 159.67 feet to a 1/2" iron rod set;
2. N.85°19'46"E. a distance of 120.06 feet to a 1/2" iron rod set;
3. S.02°55'46"E. a distance of 131.77 feet to a 1/2" iron rod set;
4. S.08°38'45"E. a distance of 50.05 feet to a 1/2" iron rod set;
5. S.02°18'27"E. a distance of 319.03 feet to a 1/2" iron rod set;
6. S.03°10'15"E. a distance of 50.00 feet to a 1/2" iron rod set;
7. S.17°38'47"E. a distance of 50.00 feet to a 1/2" iron rod set;
8. S.36°32'35"E. a distance of 76.33 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
9. Northeasterly along the arc of said curve, a distance of 50.63 feet, said curve having a radius of 330.00 feet, a central angle of 08°47'27" and a chord bearing N.67°27'24"E., 50.58 feet to a 1/2" iron rod set;
10. S.18°08'52"E. a distance of 60.00 feet to a 1/2" iron rod set;
11. S.15°13'50"E. a distance of 71.57 feet to the said Point of Beginning.

Containing 21.39 acres, more or less.

Bearings are Texas State Plane Central Zone NAD 83

NOTES:

1. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS.
2. NO BUILDINGS, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO AND WILLIAMSON COUNTY.
3. THE PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY WILLIAMSON COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
7. WATER AND WASTEWATER WILL BE PROVIDED BY WILLIAMSON COUNTY MUD 22.
8. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
9. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF EACH STREET. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
10. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
11. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22 DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
12. IN ADDITION TO THOSE EASEMENTS SHOWN HEREON, A 10' PUE (PUBLIC UTILITY EASEMENT) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED. A 5' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE AND REAR LOT LINES.
13. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	37.27	325.00	6°34'11"	N31°46'22"W	37.25
C2	117.71	275.00	24°31'28"	N26°35'16"W	116.81
C3	85.77	325.00	15°07'17"	N31°17'22"W	85.52
C4	50.63	330.00	8°47'27"	N67°27'24"E	50.58
C5	139.11	325.00	24°31'28"	N26°35'16"W	138.05
C6	55.71	325.00	9°49'20"	N19°14'12"W	55.65
C7	55.71	325.00	9°49'20"	N29°03'32"W	55.65
C8	27.68	325.00	4°52'48"	N36°24'36"W	27.67
C9	175.39	275.00	36°32'33"	N20°34'43"W	172.43
C10	72.61	275.00	15°07'44"	N31°17'08"W	72.40
C11	94.29	275.00	19°38'39"	N13°53'57"W	93.82
C12	8.49	275.00	1°46'10"	N03°11'32"W	8.49
C13	54.48	325.00	9°36'17"	N08°34'47"W	54.42
C14	207.28	325.00	36°32'33"	N20°34'43"W	203.79
C15	39.00	25.00	89°22'41"	N42°22'54"E	35.16
C16	21.03	25.00	48°11'23"	N26°24'08"W	20.41
C17	162.10	50.00	185°45'26"	N42°22'54"E	99.87
C18	56.70	50.00	64°58'15"	N18°00'42"W	53.71
C19	40.00	50.00	45°50'12"	N37°23'31"E	38.94
C20	49.50	50.00	56°43'18"	N88°40'16"E	47.50
C21	15.91	50.00	18°13'42"	N53°51'14"W	15.84
C22	21.03	25.00	48°11'23"	N68°50'05"W	20.41
C23	49.44	796.79	3°33'18"	N85°17'35"E	49.43
C24	52.54	846.79	3°33'18"	N85°17'35"E	52.53
C25	19.36	2296.32	0°28'59"	N83°45'25"E	19.36
C26	21.25	2246.32	0°32'31"	N83°47'11"E	21.25
C27	207.25	325.00	36°32'16"	N20°34'35"W	203.76
C28	40.52	325.00	7°08'35"	N35°16'25"W	40.49
C29	46.92	325.00	8°16'16"	N27°34'00"W	46.88
C30	46.92	325.00	8°16'16"	N19°17'44"W	46.88
C31	46.92	325.00	8°16'16"	N11°01'28"W	46.88
C32	25.99	325.00	4°34'53"	N04°35'53"W	25.98
C33	175.37	275.00	36°32'16"	N20°34'35"W	172.41
C34	55.70	275.00	11°36'17"	N33°02'34"W	55.60
C35	92.10	275.00	19°11'17"	N17°38'47"W	91.67
C36	27.57	275.00	5°44'42"	N05°10'48"W	27.56
C37	31.05	20.00	88°56'16"	N83°18'51"W	28.02
C38	62.46	330.00	10°50'39"	N57°38'21"E	62.37
C39	113.09	330.00	19°38'06"	N62°02'05"E	112.54
C40	4.27	325.00	0°45'11"	N35°26'03"W	4.27
C41	41.54	325.00	7°19'23"	N32°08'58"W	41.51
C42	30.73	20.00	88°01'40"	N08°12'11"E	27.79
C43	92.53	270.00	19°38'06"	N62°02'05"E	92.08
C44	199.00	325.00	35°04'56"	N19°50'55"W	195.90
C45	15.44	325.00	2°43'21"	N36°01'43"W	15.44
C46	49.91	325.00	8°47'58"	N30°16'03"W	49.86
C47	50.09	325.00	8°49'49"	N21°27'10"W	50.04
C48	50.00	325.00	8°48'53"	N12°37'50"W	49.95
C49	33.56	325.00	5°54'56"	N05°15'55"W	33.54
C50	168.38	275.00	35°04'56"	N19°50'55"W	165.76
C51	57.59	275.00	11°59'55"	N31°23'26"W	57.48
C52	78.57	275.00	16°22'13"	N17°12'22"W	78.30
C53	32.22	275.00	6°42'49"	N05°39'51"W	32.20
C54	18.20	275.00	3°47'32"	N36°57'13"W	18.20
C56	168.34	275.00	35°04'21"	N19°51'13"W	165.72
C57	42.43	275.00	8°50'24"	N06°44'14"W	42.39
C58	89.57	275.00	18°39'43"	N20°29'17"W	89.18
C59	36.34	275.00	7°34'14"	N33°36'16"W	36.31
C60	198.94	325.00	35°04'21"	N19°51'13"W	195.85
C61	18.57	325.00	3°16'27"	N03°57'15"W	18.57
C62	46.70	325.00	8°14'01"	N09°42'29"W	46.66
C63	46.15	325.00	8°08'12"	N17°53'35"W	46.12
C64	46.43	325.00	8°11'06"	N26°03'15"W	46.39
C65	41.09	325.00	7°14'35"	N33°46'05"W	41.06
C66	8.34	325.00	1°28'12"	N03°02'33"W	8.34
C67	58.69	325.00	10°20'48"	N18°33'19"W	58.61

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.77'	S26°39'06"E
L2	53.52'	S14°33'00"E
L3	50.00'	S17°38'47"E
L4	76.33'	S36°32'35"E
L5	21.33'	N47°37'06"W
L6	21.10'	N42°22'54"E
L7	56.57'	N83°30'56"E
L8	21.97'	N49°23'46"W
L9	20.43'	N40°36'14"E
L10	18.25'	N38°50'43"W
L11	43.41'	N52°13'02"E
L12	42.04'	N52°13'02"E
L13	46.48'	N18°11'38"W
L14	52.70'	N31°31'17"W
L15	50.02'	N35°35'56"W
L16	40.97'	N37°55'17"W
L17	60.08'	N35°53'30"W
L18	51.16'	N29°31'06"W
L19	48.42'	N16°36'07"W
L20	59.44'	N09°13'37"W
L21	26.24'	N35°35'56"W
L22	23.78'	N35°35'56"W
L23	15.11'	N35°53'30"W
L24	44.97'	N35°53'30"W
L25	25.06'	N29°31'06"W
L26	26.10'	N29°31'06"W
L27	44.68'	N16°36'07"W
L28	3.74'	N16°36'07"W
L29	6.93'	N02°18'27"W
L30	52.07'	N33°46'32"W
L31	40.51'	N36°46'25"W
L32	50.00'	N37°25'17"W
L33	50.07'	N34°25'58"W
L34	43.04'	N29°33'04"W
L35	40.28'	N18°41'07"W
L36	46.44'	N09°22'21"W
L37	50.11'	N06°07'07"W
L38	29.32'	N33°46'32"W
L39	22.75'	N33°46'32"W
L40	10.04'	N37°25'17"W
L41	39.96'	N37°25'17"W
L42	23.50'	N34°25'58"W
L43	26.57'	N34°25'58"W
L44	39.49'	N29°33'04"W
L45	3.55'	N29°33'04"W
L46	40.28'	N18°41'07"W
L47	22.48'	N09°22'21"W
L48	23.96'	N09°22'21"W
L49	41.54'	N06°07'07"W
L50	8.57'	N06°07'07"W
L51	30.00'	N02°19'02"W
L52	30.00'	N02°19'02"W
L53	81.35'	N33°41'29"W
L54	36.28'	N26°39'06"W
L55	13.49'	N26°39'06"W
L56	26.38'	N78°19'56"E
L57	21.66'	N02°18'27"W
L58	25.00'	N87°41'33"E
L59	111.67'	N88°23'12"E

DATE: NOV. 11, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
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STAR RANCH SECTION 7 PHASE 4  
WILLIAMSON COUNTY, TEXAS

DEDICATION

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT

SR INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH COMMERCE TEXAS PROPERTIES, GENERAL PARTNER, TIM TIMMERMAN, PRESIDENT, BEING THE OWNER OF THAT 21.39 ACRE TRACT OF LAND CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2015012190 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE ACRES AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON.

WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH SECTION 7 PHASE 4" AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

SR INVESTMENTS, LTD.

BY: COMMERCE TEXAS PROPERTIES, INC., GENERAL PARTNER

BY: Tim Timmerman  
TIM TIMMERMAN, PRESIDENT  
2490 FM 685  
HUTTO, TEXAS 78634

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

BEFORE ME, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN, KNOWN TO ME TO BE THE PERSON 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 22 DAY OF September, A. D., 20 15.

Cassandra Jordan  
NOTARY PUBLIC SIGNATURE

Cassandra Jordan  
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 2/25/17

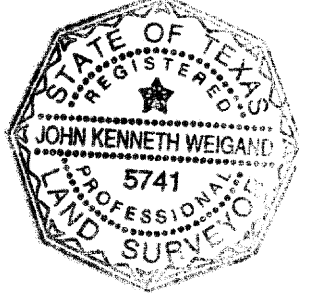


SEAL

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

John Kenneth Weigand 9/22/2015  
J. KENNETH WEIGAND DATE  
R.P.L.S. NO. 5741  
STATE OF TEXAS



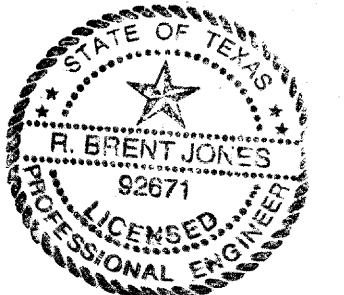
ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

R. Brent Jones 9/22/15  
R. BRENT JONES DATE  
LICENSED PROFESSIONAL ENGINEER NO. 92671  
1212 E. BRAKER LANE  
AUSTIN, TEXAS 78753



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

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

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 COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY 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 DATE  
DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A. D., \_\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M. AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A. \_\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT No.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK,  
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

APPROVAL  
CITY OF HUTTO

THIS PLAT IS HEREBY APPROVED FOR RECORDING BY THE CITY COUNCIL  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
MAYOR, CITY OF HUTTO DATE CITY SECRETARY DATE

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
HELEN RAMIREZ, AICP, DIRECTOR  
CITY OF HUTTO, DEVELOPMENT SERVICES DEPARTMENT

STREET NAMES APPROVED

DATE: 9/22/15

Cadey Bridges  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

**Commissioners Court - Regular Session****10.****Meeting Date:** 10/06/2015

Domestic and Teen Dating Violence Awareness Month

**Submitted For:** Mary Clark**Submitted By:** Mary Clark, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on proclaiming October as Domestic and Teen Dating Violence Awareness Month in Williamson County.

**Background**

see attached proclamation

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Proclamation

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 09/28/2015

**Reviewed By**

Wendy Coco

**Date**

09/28/2015 02:19 PM

Started On: 09/25/2015 04:08 PM

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

That on the 6<sup>th</sup> day of October 2015 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge  
Lisa L. Birkman, Commissioner Precinct One  
Cynthia P. Long, Commissioner Precinct Two  
Valerie Covey, Commissioner Precinct Three  
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

**PROCLAMATION**

**WHEREAS**, the crime of domestic violence violates the basic human rights and dignity due to systematic use of physical, emotional, sexual, psychological and economic control; and

**WHEREAS**, teen dating violence involves physical, sexual, verbal, emotional, economic, or other teen behaviors including harassment by texting, email or other forms of social media are committed by a person who is intending to harm, threaten, intimidate, harass, control, isolate, or monitor another person with whom they have or have had a dating relationship, and is a reality for many teenagers, one of which many parents and guardians are unaware, and

**WHEREAS**, the problems of domestic and teen dating violence are not confined to any particular group or groups of people, but occur across all economic, racial, gender and classes, and are supported when society ignores or tolerates violence at home or in our schools; and

**WHEREAS**, the impact of domestic violence is wide-ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

**WHEREAS**, women and men need to work together to bring safety and equality; and

**WHEREAS**, Hope Alliance, Hutto Police Department, Hutto High School, Leander Police Department, Leander High School and Rouse High School are partnering with the Williamson County Domestic Assault Response Team to promote Domestic and Teen Dating Violence Awareness in our local communities and in our Schools; and

**WHEREAS**, last year Hope Alliance provided face-to-face services to over 2070 local victims of domestic violence and provided 7,222 nights of safety.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Williamson County Commissioners Court designates the month of October, 2015, as

**“Domestic and Teen Dating Violence Awareness Month”**

in Williamson County and calls upon its citizens to recognize and support the important work accomplished by all area Law Enforcement agencies, Hope Alliance, the Williamson County District Attorney’s Office and County Attorney’s Office.

**PROCLAIMED THIS 6<sup>TH</sup> DAY OF October 2015.**

Signed:

Dan A. Gattis, County Judge

**Commissioners Court - Regular Session****11.****Meeting Date:** 10/06/2015

Discuss, consider and take appropriate action on recognition and proclamation of 2015 National 4-H Week.

**Submitted By:** Anita Guthrie, Ag Extension**Department:** Ag Extension**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on recognition and proclamation of 2015 National 4-H Week.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Anita Guthrie

Final Approval Date: 09/30/2015

**Reviewed By**

Wendy Coco

**Date**

09/30/2015 02:46 PM

Started On: 09/30/2015 10:50 AM

**Commissioners Court - Regular Session****12.****Meeting Date:** 10/06/2015

Recognize Donna Harrell, Veteran Service Officer and Valerie Zimmerman, Assistant Veteran Service Officer for being honored by their peers.

**Submitted For:** Donna Harrell**Submitted By:** Donna Harrell, Veteran Services**Department:** Veteran Services**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Recognize Donna Harrell, Veteran Service Officer, for her recognition as Accredited Service Officer of the Year for the Waco Region by the Texas Veterans Commission, and Valerie Zimmerman, for her recognition by the Veterans County Service Officer Association of Texas with a Certificate of Honor.

**Background**

This award is one of two given statewide annually by the Texas Veterans Commission to the Accredited County Veteran Service Officers for outstanding service. One award is given for the Waco Region of Texas and one given for the Houston Region.

The Certificate of Honor given to Mrs. Zimmerman is a recognition of outstanding service given to her by her fellow Service Officers statewide.

Mrs. Harrell was also chosen to be Regional Director of the Central Texas Region Veteran County Service Officers Association of Texas.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Donna Harrell

Final Approval Date: 09/28/2015

**Reviewed By**

Wendy Coco

**Date**

09/28/2015 02:19 PM

Started On: 09/25/2015 08:41 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 10/06/2015

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

**Submitted For:** Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/24/2015

**Reviewed By**

Wendy Coco

**Date**

09/24/2015 10:34 AM

Started On: 09/22/2015 02:45 PM

**Commissioners Court - Regular Session****15.****Meeting Date:** 10/06/2015

K Friese and Associates Forsest North Drainage Improvemets Supplemental No 2 to PSA

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Supplemental #2 to Professional Service Agreement for the Forest North Drainage Improvements contract between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**KFriese\_ForestNorth\_Supp2PSA\_10062015KFriese\_ForestNorth\_Supp2WA1\_10062015

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 02:14 PM

Started On: 10/01/2015 11:34 AM

Project Name: Forest North Drainage Improvements

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                                 §  
COUNTY OF WILLIAMSON                     §

**THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and K Friese & Associates, Inc *(the "Engineer")* and becomes effective when fully executed by both parties.**

WHEREAS, the *County* and the *Engineer* executed a contract on September 20, 2013;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to \$560,009.00; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$560,009.00; and,

**WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,**

**WHEREAS, it has become necessary to amend the agreement.**

## AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit I, Section I, Item I.I is hereby increased from \$560,009.00 to \$675,000.00.
- II. The Compensation Cap in Exhibit I, Section 4, Item 4.3 is hereby increased from \$560,009.00 to \$675,000.00.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II (must be attached).

**All other provisions are unchanged and remain in full force and effect.**



IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**

**COUNTY:**

By: TCM-Os  
Signature

By: \_\_\_\_\_  
Signature

Thomas M. Owens, P.E.  
Printed Name

\_\_\_\_\_  
Printed Name

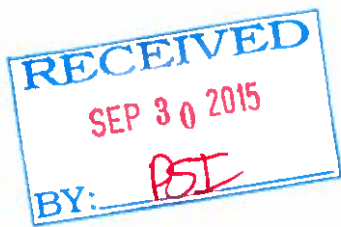
Executive Vice President  
Title

\_\_\_\_\_  
Title

30 SEP 15  
Date

\_\_\_\_\_  
Date

OK  
M 12/1/2015



Project Name: Forest North Drainage Improvements

**ATTACHMENT A  
SUPPLEMENTAL NO. 2 TO  
WORK AUTHORIZATION NO. 1**

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

**Part 1.** The *Engineer* will provide the following engineering services: Revisions to the design, projects, analysis of existing detention pond, tree designations, project packages.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is hereby increased by \$82,267.00 for a maximum amount of \$642,276.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2017, unless extended by a Supplemental Work Authorization.

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

**ATTACHMENT A (con't.)**

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

ENGINEER:  
K Friese & Associates, Inc.

COUNTY:  
Williamson County, Texas

By: TCM.Os  
Signature

By: \_\_\_\_\_  
Signature

Thomas M. Owens, P.E.  
Printed Name

Dan A. Gattis  
Printed Name

Executive Vice President  
Title

County Judge  
Title

30 SEP 15  
Date

\_\_\_\_\_  
Date

**LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule *(based on approved rates in PSA Exhibit II executed by  
Commissioners Court action)*

OK  
M 11/1/2015

### **Exhibit A - Services to be Provided by County**

The County shall provide the following services:

1. The County shall provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
2. The County shall obtain all necessary easements to maintain the agreed-upon work schedule.
3. The County shall coordinate all public meetings.

## **Exhibit B - Services to be Provided by Engineer**

### **Introduction**

The supplemental agreement includes changes to the scope of services and design alignments following the 30% design review.

#### **1) Survey of the proposed project sites/alignments:**

#### **2) Design and Bid Phase Services**

- a) Project Design Meetings – KFA will prepare for and attend meetings with County staff to review plan and specification submittals. Two additional 30% meetings have been budgeted for this task. Monthly progress meeting have been scheduled with the Commissioner for 12 months.
- b) Public Coordination – KFA will support the Public Involvement specialist with one on one project coordination.
- c) Drainage Design Report – KFA will prepare a drainage design summarizing the methodology and assumptions used to design the project. This task assumes revisions for the Woodvale Zone, miscellaneous revisions for other zones adding prioritization summaries of the zones.
- d) Design Plans – KFA will perform a redesign of the Woodvale Zone considering three scenarios in addition to the current 30% option. 90% and 100% PS&E plans will only be prepared for one option selected by the County.
  - i) Hydrologic Analysis: KFA will perform a revision to the drainage areas, the HEC-HMS hydrologic model, the drainage area map sheet, and the hydrologic summary sheet.
  - ii) Research:
    - (1) Research of the undeveloped property located at the discharge of the channel identified as Channel WD1-1. The undeveloped lot is a privately owned lot without current drainage easements. Drainage easement configurations and final project alignment will need to be discussed with the County. This scope does not assume analysis of the lot as a pond.
    - (2) Research and summarize the restrictive covenants and easements for the Forest North Subdivision Sections as possible from the Williamson County Clerk website.
    - (3) Research and summarize permitting for construction and maintenance activity within the Lake Creek Tributary 2 and Lake Creek.
    - (4) Mapping of property research and hydrologic and hydraulic analysis.
  - iii) KFA will prepare a tree tracking spreadsheet in Microsoft Excel format based on the 90% submittal.

Project Name: Forest North Drainage Improvements

- iv) KFA will perform a redesign of the Woodvale Zone considering three scenarios in addition to the current 30% option. 90% and 100% PS&E plans will only be prepared for one option selected by the County.
    - (1) Option 1 will consider sizing a structure along the current project alignment sized to convey the 100-year event in order to eliminate a surface channel above the storm sewer structure. The storm sewer may continue and extend across Springvale Street, Channel WD1-1, and the undeveloped lot to Lake Creek Tributary 2.
    - (2) Option 2 will consider sizing a structure along the Newberry Drive from Parkland Drive to Springvale Street sized to convey the 25-year event. The storm sewer would then tie to the existing Springvale Street culverts. This option assumes that the existing Channel WD2-2 would remain in place unmodified.
    - (3) Option 3 will consider either Option 1 or 2 alignment routed north on Springvale to discharge directly to the undeveloped lot rather than Channel WD1-1.
    - (4) Option 4 will consider moving the fence line along the Woodvale Channel easement and reconstructing the channel.
  - v) KFA will perform a redesign of the Sherbrooke Zone due to easement acquisition adjustments. Including the outlet near Sherebrooke and the Broadmeade storm sewer routing.
  - vi) KFA will perform a redesign of the Stillforest Zone including extension of the channel south on the west side of Stillforest, addition of a channel on the north side of Chatterton, addition of a channel on the north side of Tottenham Ct.
  - vii) KFA will perform a redesign of the Sherbourne Zone including the addition of an inlet and storm sewer lateral at the intersection of Broadmeade and Chester Forest.
  - viii) KFA will create a separate PS&E package including plans, technical specifications, cost estimate, SWPPP project book for the Bayswater Zone for bidding and contracting through the Road and Bridge Department.
  - ix) KFA will create a separate PS&E package include plans, technical specifications, cost estimate, SWPPP project book for the Anderson Mill Zone for bidding and contracting through the Road and Bridge Department.
  - x) KFA will permit the Anderson Mill Zone package through the City of Austin Watershed Protection and Development Department.
- e) Opinion of Probable Construction Cost – KFA will prepare and submit an engineer's opinion of probable construction cost in Microsoft Excel format for the revised 30% submittal. KFA will also prepare an engineer's opinion of
- i) KFA will prepare a revised 30% cost estimate for three additional options for the Woodvale Zone.
  - ii) KFA will prepare a revised cost estimates for the two Sherbrooke options.
  - iii) KFA will prepare and submit preliminary 25-year design concepts for 15 zones. KFA will prepare an engineer's opinion of probable construction cost in Microsoft Excel format for an estimated 25-year system conveyance capacity scenario. System design is not included in the scope item.

Project Name: Forest North Drainage Improvements

**Exclusions**

- 1) Utility conflict assessment and potential utility relocation design is not included in this scope.
- 2) Survey for easements.
- 3) The remaining planimetric survey budget is sufficient to cover this additional design scope of work.

**Commissioners Court - Regular Session****16.****Meeting Date:** 10/06/2015

HDR PSA

**Submitted For:** Terron Evertson**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on new Professional Service Agreement with HDR Inc, to provide On Call Engineering Services for Williamson County Road & Bridge Division.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

HDR On Call Traffic Engineering Services

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:40 AM

Started On: 10/01/2015 09:13 AM



**FIRM:** HDR, Inc. (“Engineer”)  
**ADDRESS:** 810 Hester Crossing, Suite 120, Round Rock, TX 7868  
**PROJECT:** On Call Traffic Engineering Services for Road & Bridge Division (“Project”)

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. \_\_\_\_", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each

applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two hundred fifty thousand and no/100 Dollars (\$250,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.<sup>a</sup> Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County<sup>b</sup> in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for

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<sup>b</sup> See Art. 6, *supra*.

work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

## **ARTICLE 9**

### **PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Mark D. Borenstein, PE  
HDR, Inc.  
810 Hester Crossing, Suite 120  
Round Rock, TX 78681

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall

notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

#### **ARTICLE 10** **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.



## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14**

#### **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15**

#### **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work

required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.



**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have

the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor  
c/o: Pam Navarrette  
710 Main Street, Suite 301  
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

and to:

Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Mark D. Borenstein, PE  
HDR, Inc.  
810 Hester Crossing, Suite 120  
Round Rock, TX 78681

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its

employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract 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 Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

**P. Termination of Work Authorization.** Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County.

Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34** **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the

Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

#### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF,** County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives



for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

\_\_\_\_\_  
HDR, INC.

By: \_\_\_\_\_

Printed Name: Mark D. Borenstein, PE

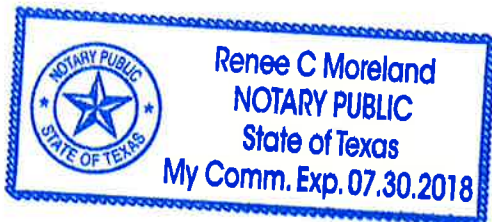
Title: Vice President

Date: September 23, 2015

SUBSCRIBED and sworn to before me the undersigned authority by Mark D Borenstein  
the 23 of September 2015 of **ENGINEER**, on behalf of said firm.

Renee C Moreland  
Notary Public in and for the  
State of Texas

My commission expires: 07.30.2018



**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| <b>(1) Exhibit A</b> | Debarment Certification                       |
| <b>(2) Exhibit B</b> | Engineering Services                          |
| <b>(3) Exhibit C</b> | Work Authorization                            |
| <b>(4) Exhibit D</b> | Rate Schedule                                 |
| <b>(5) Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| <b>(6) Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HDR, INC.

Name of Firm



Signature of Certifying Official

Mark D. Borenstein, PE

Printed Name of Certifying Official

Vice President

Title of Certifying Official

September 22, 2015

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

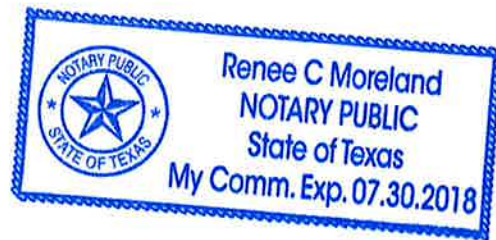
\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Mark D. Borenstein  
the 23 of September 2015, on behalf of  
said firm.

Renee C Moreland

Notary Public in and for the  
State of Texas

My commission expires: 07.30.2018



## **EXHIBIT B**

### **ENGINEERING SERVICES**

The Engineer shall provide traffic engineering services as described in the following sections. It should be noted that the below scope is a general description of traffic engineering services which are typically required. The Engineer shall meet with the County for each Work Authorization and develop a specific scope relevant to the project.

#### **A. Feasibility, Route and Design Studies (Function Code 102 or 110)**

- 1) Traffic Engineering Studies**
- 2) Traffic Forecasts**
- 3) Traffic Operational Analysis**
- 4) Traffic Signal Warrant Studies**
- 5) Traffic Signal Timing Study**
- 6) Speed Zone Studies**
- 7) Origin and Destination Study**
- 8) Parking Supply and Demand Study**
- 9) Travel Time and Delay Study**

#### **B. Minor Roadway Design (Function Code 160)**

#### **C. Drainage Design (Function Code 161)**

#### **D. Signing, Pavement Markings, Signalization (Function Code 162)**

- 1) Traffic Signal Design**
- 2) Signing, Pavement Marking**

#### **E. Miscellaneous Roadway (Function Code 163)**

- 1) Illumination Design**

#### **F. Design Surveys and Construction Surveys (Function Code 150)**

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ENGINEER:

[Insert Company Name HERE]

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **EXHIBIT D**

### **RATE SCHEDULE**

#### **HDR Engineering, Inc.:**

Senior Project Manager	\$240.00 per hour
Senior Engineer	\$195.00 per hour
Project Engineer	\$150.00 per hour
Design Engineer	\$125.00 per hour
EIT	\$115.00 per hour
Senior GIS Tech	\$135.00 per hour
GIS Tech	\$100.00 per hour
Senior Engineer Tech	\$115.00 per hour
CAD Operator	\$ 90.00 per hour
Senior Env Project Manager	\$230.00 per hour
Senior Env Planner	\$165.00 per hour
Senior ENV Scientist	\$125.00 per hour
Env Scientist	\$ 90.00 per hour
Admin/Clerical	\$ 65.00 per hour

#### **INLAND GEODETICS, LLC**

Field Crew Services	
Two (2) Person Field Crew	\$138.00 per hour
Three (3) Person Field Crew	\$160.00 per hour
Four (4) Person Field Crew	\$183.00 per hour
Additional Crewmember	\$ 42.00 per hour
GPS Field Operator,/Vehicle/GPS Receiver	\$118.00 per hour
All Terrain Vehicle	\$ 55.00 per day
Additional Vehicle	\$ 60.00 per day

Crew Rates include one four wheel drive vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

#### **Office Personnel Services**

Office personnel are available at fixed hourly rates.

Project Manager	\$136.00 per hour
Licensed State Land Surveyor	\$132.00 per hour
Registered Professional Land Surveyor	\$132.00 per hour
Survey Technician	\$ 98.00 per hour
Clerical Support	\$ 54.00 per hour



### Travel and Subsistence

All travel and subsistence expenses are invoiced at actual rates/cost. Cost of mileage on company owned vehicles is computed at the current IRS mileage allowance. Subsistence per-diem will be billed at current GSA rates as used by the State of Texas.

### **SWCA Environmental Consultants**

Project Manager \$182.00 per hour

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#### Consulting Services:

Cultural Resources

Environmental Resources

Paleontology

Scientific Resources

Planning Resources

Air Quality

Graphics / Media Production

GIS / CADD Resources

Technical Writing / Editing

Principal Investigator

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Subject Matter Expert XI	\$315.00 per hour
Subject Matter Expert X	\$301.90 per hour
Subject Matter Expert IX	\$288.80 per hour
Subject Matter Expert VIII	\$275.70 per hour
Subject Matter Expert VII	\$262.60 per hour
Subject Matter Expert VI	\$249.50 per hour
Subject Matter Expert V	\$236.40 per hour
Subject Matter Expert IV	\$223.30 per hour
Subject Matter Expert III	\$210.20 per hour
Subject Matter Expert II	\$197.10 per hour
Subject Matter Expert I	\$184.00 per hour
Specialist XI	\$182.00 per hour
Specialist X	\$166.00 per hour
Specialist IX	\$149.00 per hour
Specialist VIII	\$138.00 per hour
Specialist VII	\$127.00 per hour
Specialist VI	\$116.00 per hour
Specialist V	\$105.00 per hour
Specialist IV	\$ 93.00 per hour
Specialist III	\$ 83.00 per hour
Specialist II	\$ 71.00 per hour
Specialist I	\$ 61.00 per hour
Technician II	\$ 49.00 per hour
Technician I	\$ 39.00 per hour
Administrative VII	\$105.00 per hour
Administrative VI	\$ 93.00 per hour
Administrative V	\$ 83.00 per hour
Administrative IV	\$ 71.00 per hour
Administrative III	\$ 61.00 per hour
Administrative II	\$ 49.00 per hour

Administrative I \$ 39.00 per hour

**Terracon**

**Geotechnical Personnel**

Senior Principal / Officer / Consultant, P.E	\$170.00 per hour
Principal Geotechnical Engineer, P.E.	\$140.00 per hour
Senior Geotechnical Engineer, P.E.	\$130.00 per hour
Project Manager	\$115.00 per hour
Project Geotechnical Engineer	\$105.00 per hour
Staff Geotechnical Engineer	\$ 95.00 per hour
Field Geologist, P.G.	\$ 75.00 per hour
Senior Engineering Technician	\$ 48.00 per hour
Engineering Technician	\$ 44.00 per hour
Drilling / Field Services Coordinator	\$ 60.00 per hour
Extra Drilling Crew Member	\$ 50.00 per hour
Draftsman	\$ 70.00 per hour
Clerical Support /Administrative Staff	\$ 48.00 per hour

**Field Services**

Mobilization, Truck-Mounted Drill Rig (within 50 mile of office)	\$ 300.00
Addl. Mileage of Drill Rig, (beyond 50 mile of office)	\$ 3.50
Minimum Field Charge for Truck-Mounted Drill Rig, per day	\$ 700.00
Mobilization of Track/ -Mounted Drill Rig, each (within 50 mile of office)	\$ 500.00
Addl. Mileage of Track/ATV Drill Rig, per mile (beyond 50 mile of office)	\$ 6.00
Minimum Field Charge for Track/ATV-Mounted Drill Rig, per day	\$1,500.00
Drilling Crew hourly rate (two-man crew), per hour	\$ 250.00
Drilling Crew & Rig Standby Time (two-man crew), per hour	\$ 250.00
Extra Drilling Crew Member, per hour	\$ 50.00

**Soil Borings, using 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling (SPT), depths measured from existing ground surface:**

0 to 25 feet, per foot	\$14.00
25 to 50 feet, per foot	\$15.50
50 to 75 feet, per foot	\$17.00
75 to 100 feet, per foot	\$18.50
Wash or auger boring, per foot (no sampling)	\$12.00
Additional for Hollow-Stem Augering, per foot	\$6.00

**Rock Coring, using Nx core barrel sampling, depths measured from existing ground surface:**

Softer Rocks (e.g., Austin, Eagle Ford, Del Rio, Walnut, Glen Rose formations and similar):

0 to 25 feet, per foot	\$18.00
25 to 50 feet, per foot	\$20.00
50 to 75 feet, per foot	\$22.00

75 to 100 feet, per foot	\$24.00
Harder Rocks (e.g., Edwards, Buda, Georgetown, Comanche Peak formations and similar):	
0 to 25 feet, per foot	\$20.00
25 to 50 feet, per foot	\$22.00
50 to 75 feet, per foot	\$24.00
75 to 100 feet, per foot	\$26.00
Additional Footage Charge if using Track or ATV-Mounted Drill Rig, per foot	\$ 2.00
TxDOT Cone Penetration (TCP) tests, each	\$30.00
Grouting of Borings with bentonite or sak-crete, per foot	\$ 5.00

#### **Laboratory Classification Tests**

Atterberg limits, each	\$ 55.00
Moisture content, each	\$ 8.00
Density Determination (using Shelby tube or SPT sample), each	\$ 15.00
Specific gravity, each	\$ 70.00
Soil pH, each	\$ 30.00
Soil Resistivity (Miller box method), each	\$125.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	\$ 75.00

#### **Laboratory Grain Size Tests**

Sieve analysis, ASTM C 136, each	\$ 75.00
Percent Passing No. 200 Sieve, ASTM C 117, each	\$ 45.00
Combined ASTM C 136 and C 117, each	\$ 95.00
Hydrometer analysis, ASTM D 422, each	\$125.00

#### **Laboratory Strength and Volume Change Tests**

Unconfined Compression Test (soil), each	\$ 30.00
Unconfined Compression Test (rock), each	\$ 35.00
Triaxial Compression Tests:	
Unconsolidated-Undrained (UU), per circle	\$265.00
Consolidated-Undrained (CU), with pore pressure measurements	\$450.00
Direct Shear Tests:	
On Coarse-Grained Soils, per point	\$175.00
On Fine-Grained Soils, per point	\$275.00
Absorption Swell Tests:	
Free Swell, each	\$100.00
Single Pressure (at estimated overburden), each	\$120.00
Additional Pressures, each	\$ 50.00
Swell Pressure (controlled swell), each	\$300.00
Consolidation Test, regular with increasing load increments (max 6 loads), each	\$440.00
Additional Load Increments, each	\$ 50.00
Additional Unload-Reload Cycles, per cycle	\$125.00

#### **Other Laboratory Tests and Miscellaneous Items**

Flexible Wall Triaxial Permeability Test (Falling Head), each	\$350.00
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Optimum Moisture/Maximum Density Relations:

ASTM D 698, each	\$170.00
ASTM D 1557, each	\$200.00
TEX-113-E, each	\$220.00
TEX-114-E, each	\$180.00
Additional Charge for Coarse Aggregate Correction (ASTM D 4718), each	\$ 25.00
Relative Density, ASTM D 4253 & D 4254, each	\$275.00
California Bearing Ratio (CBR), each	\$315.00
Soil-Lime Relationship (Lime Series using PI and pH methods), each	\$700.00
Sample Preparation (if required), per hour	\$ 48.00

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally

executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.



## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be

submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees

- 10.17 Doctor bills, prescription and other medical services
- 10.18 Hand tools
- 10.19 Safety Equipment (hard hats, safety vests, etc.)
- 10.20 Office supplies
- 10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)  
9/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> Travelers Property Casualty Co of America <b>INSURER C:</b> American Zurich Insurance Company <b>INSURER D:</b> Lexington Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> 1014392 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	<b>NAIC #</b> 19682 25674 40142 19437

COVERAGES HDRIN01

CERTIFICATE NUMBER: 13661758

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	37CSEQU0950	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2015 6/1/2015 6/1/2015	6/1/2016 6/1/2016 6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	N N	ZUP-10R64084-15-NF (EXCLUDES PROF. LIAB)	6/1/2015	6/1/2016 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Y	0381127	7/1/2015	7/1/2016 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> ARCH & ENG PROFESSIONAL LIABILITY	N N	061853691	6/1/2015	6/1/2016	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PSA FOR TRAFFIC ENGINEERING/STUDIES. WILLIAMSON COUNTY, ITS DIRECTORS, OFFICERS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

## CERTIFICATE HOLDER

13661758

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE  
ATTN: DIRECTOR OF ROAD & BRIDGE  
3151 SE INNER LOOP, SUITE B  
GEORGETOWN TX 78626

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Commissioners Court - Regular Session****17.****Meeting Date:** 10/06/2015

Subdivision Regulations

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to authorize the publication of notice of intent to amend portions of the Williamson County Subdivision Regulations.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:56 AM

Started On: 10/01/2015 10:44 AM

**Commissioners Court - Regular Session****18.****Meeting Date:** 10/06/2015

CR 110 South- Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action on a Real Estate Contract with Jeremy, Tiffany and Joshua Hobratch for ROW needed on CR 110 South. (PARCEL 10S)

**Background**

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**Fiscal Impact**

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

**Attachments**Hobratch Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:56 AM

Started On: 10/01/2015 10:46 AM

**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcel 10S

THIS REAL ESTATE CONTRACT ("Contract") is made by JEREMY HOBRATSCH, TIFFANY HOBRATSCH and JOSHUA HOBRATSCH (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.106 acre (approximately 4,597 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10S**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of TWELVE THOUSAND SIX HUNDRED FORTY and 00/100 Dollars (\$12,640.00).

2.02. As Additional Compensation for any improvements on the Property described in Exhibit "A, and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of SIX HUNDRED SEVENTY and 00/100 Dollars (\$670.00).

**Payment of Purchase Price and Additional Compensation**

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.



**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES**  
**OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before November 13, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*

**SELLER:**

9/29/2015 Jeremy Hobratsch  
Jeremy Hobratsch

Date: 9/29/2015

Address: 1700 CR 130  
Hutto, Texas 78634

Tiffany Hobratsch  
Tiffany Hobratsch

Date: 9/29/2015

Address: 1700 CR 130  
Hutto, Texas 78634

Joshua Hobratsch  
Joshua Hobratsch

Date: 9-29-2015

Address: 3203 Primrose Trl.  
Georgetown, TX. 78628

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

EXHIBIT A

**County:** Williamson  
**Parcel No.:** 10S  
**Highway:** CR 110  
**Limits:** From: U.S. Highway 79  
To: 300 feet north of CR 109 (Limmer Loop)

**DESCRIPTION FOR PARCEL 10S**

DESCRIPTION OF A 0.106 ACRE (4,597 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.0 ACRE TRACT OF LAND, LOT 1 AS SHOWN ON A PLAT OF ANDERSON HILL AS DESCRIBED IN A DEED TO JEREMY AND TIFFANY HOBRATSCH, HUSBAND AND WIFE, AND JOSHUA HOBRATSCH AND RECORDED IN DOCUMENT NO. 2012012294 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.106 ACRE (4,597 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 547.22 feet left of Engineer's Centerline Station (E.C.S.) 154+99.59, said point being the northwest corner of a called Lot 21, Block II, being part of a subdivision to Round Staff Partners, LP, as shown on a plat of Siena Phase I, Section 23A, and recorded in Document No. 2015008675, O.P.R.W.C.TX., same being on the east line of a called Lot 22, as shown on said plat, same being the southwest corner the said 2.0 acre tract;

**THENCE** S 71°10'01" E, with the south line of said 2.0 acre tract, same being the north line of said Lot 21, and called Lots 8 and 7 of said plat, a distance of 515.14 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 154+67.05, same being on the proposed west right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N: 10173966.10, E: 3156335.89) of the parcel described herein;

- 1) **THENCE** N 02°21'47" W, over and across said 2.0 acre tract, with the proposed west right-of-way line of CR 110, a distance of 172.01 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 156+39.06, said point being on the north line of said 2.0 acre tract, same being the south line of a called 20.65 acre tract of land as described in a deed to Linda G. and John Reed and recorded in Document No. 2009033054, O.P.R.W.C.TX., from which a 1/2-inch iron rod found 548.46 feet left of E.C.S. 156+71.06, bears N 88°33'08" W, a distance of 481.48 feet, for a **POINT OF REFERENCE**;
- 2) **THENCE** S 88°33'08" E, with the common line between said 2.0 acre tract and said 20.65 acre tract, a distance of 26.74 feet to a calculated point, said point being the northeast corner of the said 2.0 acre tract, same being the southeast corner of said 20.65 acre tract, same being on the existing west right-of-way line of CR 110 (variable width right-of-way), no record information found;
- 3) **THENCE** S 02°23'34" E, with the existing west right-of-way line of said CR 110, same being the east line of said 2.0 acre tract, a distance of 172.05 feet to a 1/4-inch iron rod found 41.23 feet left of E.C.S. 154+65.23, for the southeast corner of said 2.0 acre tract;
- 4) **THENCE** N 88°28'45" W, with the existing west right-of-way line of said CR 110, same being the south line of said 2.0 acre tract, a distance of 18.45 feet to a calculated point for the northeast corner of a called 0.137 acre tract of land, Lot 1A Reserved Open Space, Block II, as shown on said plat;



- 5) **THENCE** N 88°28'45" W, with the common line between said 0.106 acre tract and said 2.0 acre tract, a distance of 8.38 feet to the **POINT OF BEGINNING**, and containing 0.137 acre (4,597 sq. ft.) of land, more or less.

\*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS

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§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9<sup>th</sup> day of March, 2015.

SURVEYING AND MAPPING, Inc.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

**PRELIMINARY,  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE**

\_\_\_\_\_  
William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE 11 CONCRETE MONUMENT FOUND
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- ⊙ 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

LOT 22

LOT 21

LOT 8

LOT 7

ROUND STAFF PARTNERS, LP  
BLOCK 11  
SIENA PHASE I, SECTION 23A  
DOC. NO. 2015008675  
O.P.R.W.C.TX.

PROPOSED  
ROW LINE

LOT 1A  
CALLED 0.137 ACRES  
RESERVED OPEN SPACE

NOTHING  
FOUND

1/4" IRF  
154+65.23  
41.23' LT

515.14'  
571°10'01"E

JEREMY & TIFFANY  
and JOSHUA HOBRATSCH  
2 ACRES  
DOC. NO. 2012012294  
ANDERSON HILL, LOT 1  
O.P.R.W.C.TX.

20' EASEMENT FOR  
FUTURE R.O.W. WIDENING  
CABINET I, SLIDE 197  
DOC. NO. 2012012294  
O.P.R.W.C.TX.

172.01'  
N02°21'47"W

156+39.06  
68.00' LT

(10S)

502°23'34"E 172.05'

481.48'  
N88°33'08"W

NOTHING  
FOUND

EXISTING ROW LINE

COUNTY ROAD 110 -  
VARIABLE WIDTH ROW  
(NO RECORD INFORMATION FOUND)

ENGINEER'S CENTERLINE N 02°21'47"W 4,459.72'

50 0 25 50  
GRAPHIC SCALE  
SCALE: 1" = 50'  
WILLIAMSON COUNTY, TEXAS

LINDA G. AND JOHN REED  
CALLED 20.65 ACRES  
DOC. NO. 2009033054  
O.P.R.W.C.TX.

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S88°33'08"E	26.74'
L2	N88°28'45"W	18.45'
L3	N88°28'45"W	8.38'

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. ON DECEMBER 22, 2014.

■ AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRELIMINARY,

THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE

WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

DATE

TIME: 8:39:25 AM  
DATE: 4/16/2015  
FILE: \\sam\nc\us\PROJECTS\1014035067\100\Survey\06Plats\Parcel 10S.dgn

PAGE 3 OF 3  
REF. FIELD NOTE NO. 18252

EXISTING 2.0 AC. ACQUIRE 0.106 AC. REMAINING 1.894 AC. LEFT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
JEREMY AND TIFFANY,  
and JOSHUA HOBRATSCH  
PARCEL 10S  
0.106 AC. (4,597 SQ. FT.)

# EXHIBIT "B"

Parcels 10S

## DEED

County Road 110 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That JEREMY HOBRATSCH, TIFFANY HOBRATSCH, and JOSHUA HOBRATSCH, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.106 acre (approximately 4,597 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein  
**(Parcel 10S)**

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

*[signature pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Jeremy Hobratch

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Jeremy Hobratch, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Tiffany Hobratch

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Tiffany Hobratch, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Joshua Hobratch

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Joshua Hobratch, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****19.****Meeting Date:** 10/06/2015

CR 110 South- Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on a Real Estate Contract with Deborah Leggett for ROW needed on CR 110 South. (PARCEL 14S)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Leggett Contract Parcel 14

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:56 AM

Started On: 10/01/2015 10:49 AM



**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcel 14S

THIS REAL ESTATE CONTRACT ("Contract") is made by DEBORAH LEGGETT (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.086 acre (approximately 3,728 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 14S**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of EIGHT THOUSAND TWO HUNDRED and 00/100 Dollars (\$8,200.00).

2.02. As Additional Compensation for any improvements on the Property described in Exhibit "A, and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of THREE THOUSAND FOUR HUNDRED FIFTY and 00/100 Dollars (\$3,450.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING  
Closing Date**

5.01. The Closing shall be held at the office of Capital Title Company on or before October 30, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*

**SELLER:**

Deborah Leggett  
Deborah Leggett

Date: 7-28-15

Address: 8000 CR 110  
Round Rock, Tx 78665

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_



EXHIBIT A

**County:** Williamson  
**Parcel No.:** 14S  
**Highway:** CR 110  
**Limits:** From: U.S. Highway 79  
To: 300 feet north of CR 109 (Limmer Loop)

**DESCRIPTION FOR PARCEL 14S**

DESCRIPTION OF A 0.086 ACRE (3,728 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO GLORIA L. SCHIMSK, TRUSTEE of HERGIO LIVING TRUST AND RECORDED IN DOCUMENT NO. 2010013286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.086 ACRE (3,728 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 750.01 feet left of Engineer's Centerline Station (E.C.S.) 163+38.53, said point being an interior ell corner of said 7.0 acre tract, same being the southwest corner of a called 2.5 acre tract of land as described in a deed to David and Deborah Leggett and recorded in Document No. 1995026182, O.P.R.W.C.TX.;

**THENCE** N 87°48'36" E, with the common line of said 7.0 acre tract and said 2.5 acre tract, a distance of 682.02 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 163+36.47, same being on the proposed west right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N: 10174834.68, E: 3156300.05) of the parcel described herein;

- 1) **THENCE** N 87°48'36" E, with the common line of said 7.0 acre tract and said 2.5 acre tract, a distance of 23.90 feet to a 1/2-inch iron rod found 44.10 feet left of E.C.S. 163+36.39, said point being the northeast corner of said 7.0 acre tract, same being the southeast corner of said 2.5 acre tract, same being on the existing west right-of-way line of CR 110 (a variable width right-of-way), no record information found;
- 2) **THENCE** S 02°33'06" E, with the existing west right-of-way line of said CR 110, same being the east line of said 7.0 acre tract, a distance of 154.33 feet to a 1/2-inch iron rod found 43.59 feet left of E.C.S. 161+82.06, said point being the southeast corner of said 7.0 acre tract, same being the northeast corner of a called 20.65 acre tract as described in a deed to Linda G. and John Reed and recorded in Document No. 2009033054, O.P.R.W.C.TX.;
- 3) **THENCE** S 87°48'36" W, with the common line of said 7.0 acre tract and said 20.65 acre tract, a distance of 24.41 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 161+82.14, said point being the southwest corner of the tract described herein, same being on the proposed west right-of-way line of CR 110;

- 4) **THENCE** N 02°21'47" W, over and across said 7.0 acre tract, with the proposed west right-of-way line of CR 110, a distance of 154.33 feet to the **POINT OF BEGINNING**, and containing 0.086 acre (3,728 sq. ft.) of land, more or less.

\*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9<sup>th</sup> day of March, 2015.

SURVEYING AND MAPPING, Inc.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

**PRELIMINARY,  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE**

\_\_\_\_\_  
William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- P PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



WILLIAMSON COUNTY, TEXAS

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N87° 48' 36" E	23.90'
L2	S87° 48' 36" W	24.41'

LINDA G. AND JOHN REED  
CALLED 20.65 ACRES  
DOC. NO. 2009033054  
O.P.R.W.C.TX.

R. MCNUTT SURVEY,  
ABSTRACT 422

P.O.C.  
163+38.53  
750.01' LT

682.02' N87° 48' 36" E

DAVID AND DEBORAH LEGGETT  
CALLED 2.5 ACRES  
DOC. NO. 1995026182  
O.P.R.W.C.TX.

GLORIA L. SCHIMSK, TRUSTEE OF  
HERGIO LIVING TRUST  
CALLED 7.0 ACRES  
DOC. NO. 2010013286  
O.P.R.W.C.TX.

P.O.B.  
163+36.47  
68.00' LT

161+82.14  
68.00' LT

PROPOSED ROW LINE

161+82.06  
43.59' LT

EXISTING ROW LINE

154.33' N:10, 174, 834.68  
N02° 21' 47" W E:3, 156, 300.05

154.33' S02° 33' 06" E

14S

COUNTY ROAD 110

VARIABLE WIDTH ROW

(NO RECORD INFORMATION FOUND)

1/4" IRF

163+36.39-  
44.10' LT

ENGINEER'S CENTERLINE N 02° 21' 47" W 4,459.72'

## NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.
  - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  - C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. ON DECEMBER 22, 2014.
  - AREA CALCULATED BY SAM, LLC.
- I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
- PRELIMINARY,  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE**
- WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS
- DATE \_\_\_\_\_

EXISTING ROW LINE

TIME: 8:07:14 AM  
DATE: 4/16/2015  
FILE: \\samiinc\aus\PROJECTS\1014035067\100\Survey\06Plots\Parcel 14S.dgn

PAGE 3 OF 3  
REF. FIELD NOTE NO. 18277

EXISTING	ACQUIRE	REMAINING
7.0 AC.	0.086 AC.	6.914 AC.

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
GLORIA L. SCHIMSK,  
TRUSTEE OF HERGIO LIVING TRUST  
PARCEL 14S  
0.086 AC. (3,728 SQ. FT.)

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064520



# EXHIBIT "B"

Parcels 14S

## DEED

County Road 110 Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That DEBORAH LEGGETT and DAVID LEGGETT, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.086 acre (approximately 3,728 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 14S**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

*[signature pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Deborah Leggett

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Deborah Leggett, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
David Leggett

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by David Leggett, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****20.****Meeting Date:** 10/06/2015

CR 110 South- Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on a Real Estate Contract with Deborah and David Leggett for ROW needed on CR 110 South. (PARCEL 15S)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Leggett Contract Parcel 15](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:56 AM

Started On: 10/01/2015 10:51 AM



**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcels 15S

THIS REAL ESTATE CONTRACT ("Contract") is made by DAVID LEGGETT and DEBORAH LEGGETT (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.085 acre (approximately 3,697 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 15S**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A", compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller shall be the sum of ELEVEN THOUSAND FIVE HUNDRED EIGHTY and 00/100 Dollars (\$11,580.00).

**Payment of Purchase Price**

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES**  
**OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before October 30, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*

**SELLER:**

David Leggett  
David Leggett

Date: 9/28/15

Address: 8000 CR 110  
Round Rock, Tx  
78665

Deborah Leggett  
Deborah Leggett

Date: 9/28/15

Address: 8000 CR 110  
Round Rock, Tx  
78665

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_



EXHIBIT A

**County:** Williamson  
**Parcel No.:** 15S  
**Highway:** CR 110  
**Limits:** From: U.S. Highway 79  
To: 300 feet north of CR 109 (Limmer Loop)

**DESCRIPTION FOR PARCEL 15S**

DESCRIPTION OF A 0.085 ACRE (3,697 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.5 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DAVID AND DEBORAH LEGGETT AND RECORDED IN DOCUMENT NO. 1995026182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.085 ACRE (3,697 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 750.01 feet left of Engineer's Centerline Station (E.C.S.) 163+38.53, said point being the southwest corner of said 2.5 acre tract, same being the an interior ell corner of a called 7.0 acre tract of land as described in a deed to Gloria L. Schimsk, Trustee of Hergio Living Trust and recorded in Document No. 2010013286, O.P.R.W.C.TX.;

**THENCE** N 87°48'36" E, with the common line of said 7.0 acre tract and said 2.5 acre tract, a distance of 682.02 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 163+36.47, same being on the proposed west right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N: 10174834.68, E: 3156300.04) of the parcel described herein;

- 1) **THENCE** N 02°21'47" W, over and across said 2.5 acre tract, with the proposed west right-of-way line of CR 110, a distance of 154.28 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 164+90.74, said point being on the north line of said 2.5 acre tract same being the south line of a called 10.0 acre tract of land as described in a deed to Stephan and Margot Martinez and recorded in Document No. 2009037920, O.P.R.W.C.TX.;
- 2) **THENCE** N 87°48'34" E, with the common line of said 2.5 acre tract and said 10.0 acre tract, a distance of 24.02 feet to a 1/2-inch iron rod found 43.98 feet left of E.C.S. 164+90.67, said point being the southeast corner of said 10.0 acre tract, same being the northeast corner of said 2.5 acre tract and tract described herein, same being on the existing west right-of-way line of CR 110 (a variable width right-of-way), no record information found;
- 3) **THENCE** S 02°19'14" E, with the existing west right-of-way line of said CR 110, same being the east line of said 2.5 acre tract, a distance of 154.28 feet to a 1/4-inch iron rod found 44.10 feet left of E.C.S. 163+36.39, said point being the southeast corner of said 2.5 acre tract, same being the southeast corner of the tract described herein, same being the northeast corner of said 7.0 acre tract;

- 4) **THENCE** S 87°48'36" W, with the common line of said 2.5 acre tract and said 7.0 acre tract, a distance of 23.90 feet to the **POINT OF BEGINNING**, and containing 0.085 acre (3,697 sq. ft.) of land, more or less.

\*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9<sup>th</sup> day of March, 2015.

SURVEYING AND MAPPING, Inc.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

**PRELIMINARY,  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE**

William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- POINT OF CURVATURE
- POINT OF TANGENCY
- POINT OF INTERSECTION
- NOT TO SCALE
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



GRAPHIC SCALE  
SCALE: 1" = 50'  
WILLIAMSON COUNTY, TEXAS



## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N87° 48' 34" E	24.02'
L2	S87° 48' 36" W	23.90'

GLORIA L. SCHIMSK, TRUSTEE of  
HERGIO LIVING TRUST  
CALLED 7.0 ACRES  
DOC. NO. 2010013286  
O.P.R.W.C.TX.

## PROPOSED ROW LINE

EXISTING ROW LINE

1/4" IRF  
163+36.39  
44.10' LT

NOTES:  
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. ON DECEMBER 22, 2014.

\* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**PRELIMINARY.**

**THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE**

WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

DATE



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
DAVID AND DEBORAH LEGGETT  
PARCEL 15S  
0.085 AC. (3,697 SQ. FT.)

P.O.C.  
163+38.53  
750.01' LT

DAVID AND DEBORAH LEGGETT  
CALLED 2.5 ACRES  
DOC. NO. 1995026182  
O.P.R.W.C.TX.

N87° 48' 36" E  
682.02' LT

P.O.B.  
163+36.47  
68.00' LT

N: 10, 176, 834.68  
E: 3, 156, 300.04  
N02° 21' 47" W

154.28'  
S02° 19' 14" E  
(15S)

COUNTY ROAD 110  
VARIABLE WIDTH ROW - 43.98' LT

(NO RECORD INFORMATION FOUND)

ENGINEER'S CENTERLINE N 02° 21' 47" W 4,459.72'

EXISTING ROW LINE

TIME: 8:05:07 AM  
DATE: 4/16/2015  
FILE: \\saminc\aus\PROJECTS\1014035067\100\Survey\06Plots\Parcel 15S.dgn  
REF. FIELD NOTE NO. 18283

EXISTING 2.5 AC. ACQUIRE 0.085 AC. REMAINING 2.415 AC. LEFT

# EXHIBIT "B"

Parcels 15S

## DEED

County Road 110 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That DAVID LEGGETT and DEBORAH LEGGETT, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.085 acre (approximately 3,697 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 15S)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

*[signature pages follow]*

**GRANTOR:**

\_\_\_\_\_  
David Leggett

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2015 by David Leggett, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Deborah Leggett

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Deborah Leggett, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****21.****Meeting Date:** 10/06/2015

Approve collection contract for WC MUD #28

**Submitted For:** Deborah Hunt**Submitted By:** Larry Gaddes, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve the tax collection agreement between Williamson County Municipal Utility District No. 28 and the County of Williamson, Texas.

**Background**

This is the standard collection agreement for a new MUD that will levy a tax for 2015.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**MUD #28 Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Larry Gaddes

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:40 AM

Started On: 10/01/2015 10:22 AM



**THE STATE OF TEXAS**

§  
§  
§

**TAX COLLECTION AGREEMENT**

**COUNTY OF WILLIAMSON**

WHEREAS, Williamson County Municipal Utility District No. 28 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 Williamson County Municipal Utility District No.28, 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 Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

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 supersedes 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

\_\_\_\_\_  
*Samuel Austin Pfister*, President

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, Williamson County Municipal Utility District No.28 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 Williamson County Municipal Utility District No.28 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 DIRECTORS OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.28 THAT:

The President of the Williamson County Municipal Utility District No.28 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 Board of Directors of the Williamson County Municipal Utility on the 30<sup>th</sup> day of September, 2015. District No. 28

Samuel Austin Pfister, President

ATTEST:

Secretary

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES**

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County Municipal Utility District No.28 for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Williamson County Municipal Utility District No. 28 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Dan A. Gattis, County Judge  
County of Williamson

ATTEST:

\_\_\_\_\_  
Nancy Rister  
Williamson County Clerk

**Commissioners Court - Regular Session****22.****Meeting Date:** 10/06/2015

Ramming Contract

**Submitted By:** Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of agreement for vehicle reimbursements during off-duty work conducted by Constable Pcts. 1 & 3, with Austin Materials Inc. DBA: Ramming Paving.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Austin Materials Inc. DBA: Ramming Paving Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 02:14 PM

Started On: 10/01/2015 11:27 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st of October, 2015 and shall terminate on September 30, 2016. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$14.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that is shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.



10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization:

AUSTIN MATERIALS INC. ; D.B.A. RAMMING PAVING

Signature:

Todd Dunmire

Printed Name: TODD DUNMIRE

Title:

PRESIDENT

Date: SEPTEMBER 28, 2015

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Constable Office - Act. 3

Printed Name of Official:

Kevin Stofle

Signature of Official:

Kevin Stofle

Date: 9/29, 2015

Address of Office:

301 S.E. Inner Loop, Suite 102  
Georgetown, Texas 78626

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Constable Pct. 1

Printed Name of Official: Robert Choddy, Constable

Signature of Official: [Signature]

Date: 9.30, 2015

Address of Office: 1001 E Old Settlers Blvd #105  
Round Rock, TX 78664

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: \_\_\_\_\_

Printed Name of Official: \_\_\_\_\_

Signature of Official: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Address of Office: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: \_\_\_\_\_

Printed Name of Official: \_\_\_\_\_

Signature of Official: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Address of Office: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

**Commissioners Court - Regular Session****23.****Meeting Date:** 10/06/2015

Professional Services Agreement for County Jail

**Submitted By:** Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Professional Services Agreement for Medical Services at the Williamson County Jail.

**Background**

This extends the Agreement for Medical Services at the Williamson County Jail with Dr. Adam Barta until September 30, 2016.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Barta-2015

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 09/28/2015

**Reviewed By**

Wendy Coco

**Date**

09/28/2015 02:19 PM

Started On: 09/28/2015 10:53 AM

**AGREEMENT TO AMEND AND EXTEND  
WILLIAMSON COUNTY PROFESSIONAL SERVICES  
AGREEMENT  
FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY  
JAIL**

**Date:** To be effective as of October 1, 2015

**Provider:** Adam Barta, M.D.

**Provider's Mailing Address:**

Adam Barta, M.D.  
4004 Sierra Drive  
Austin, Texas 78731

**County:** County of Williamson, a political subdivision of the State of Texas

**County's Mailing Address:**

County of Williamson  
c/o: Sheriff James Wilson  
Williamson County Sheriff's Office  
508 Rock Street  
Georgetown, Texas 78626

**Professional Services Agreement for Medical Services at the Williamson County Jail  
Subject of this Amendment and Extension Agreement:**

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

**I. Amendment of Agreement Terms, Covenants and Conditions**

**A.** Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

- B. To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.



**II. Extended Term:**

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2015 and ending on midnight of September 30, 2016 ("Extended Term").

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:**

**COUNTY:**

Williamson County, Texas

\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

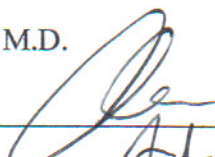
**PROVIDER:**

Adam Barta, M.D.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative Capacity: \_\_\_\_\_

  
Adam Barta  
Deafar

**Commissioners Court - Regular Session****24.****Meeting Date:** 10/06/2015

Agreement for Dental Services at the County Jail

**Submitted By:** Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail.

**Background**

This extends the Agreement for Dental Services at the Williamson County Jail with Dr. Todd Harris until September 30, 2016.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Harris-2015

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 08:43 AM

Started On: 09/30/2015 04:04 PM

**AGREEMENT TO EXTEND  
WILLIAMSON COUNTY PROFESSIONAL SERVICES  
AGREEMENT  
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY  
JAIL**

**Date:** To be effective as of October 1, 2015

**Provider:** Todd C. Harris, P.C., a Texas professional corporation

**Provider's Mailing Address:**

Todd C. Harris, P.C.  
1600 West 38<sup>th</sup> Street, Suite 305  
Austin, Texas 78731

**County:** County of Williamson, a political subdivision of the State of Texas

**County's Mailing Address:**

County of Williamson  
c/o: Sheriff James Wilson  
Williamson County Sheriff's Office  
508 Rock Street  
Georgetown, Texas 78626

**Professional Services Agreement for Dental Services at the Williamson County Jail Subject of this Extension Agreement:**

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

**Agreement to the Agreement:**

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2015 and ending on midnight of September 30, 2016 ("Extended Term").



**Amendment of Agreement Terms, Covenants and Conditions**

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:**

**COUNTY:**

Williamson County, Texas

\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**PROVIDER:**

Todd C. Harris, P.C.

By: TC Harris

Printed Name: TODD C. HARRIS

Representative Capacity: DENTIST

**Commissioners Court - Regular Session****25.****Meeting Date:** 10/06/2015

Agreement for Psychiatric Medical Services at the County Jail

**Submitted By:** Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail.

**Background**

This extends the Agreement for Psychiatric Medical Services at the Williamson County Jail with Dr. Ghulam Kahn until September 30, 2016.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Kahn-2015

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 08:43 AM

Started On: 09/30/2015 04:11 PM

**AGREEMENT TO EXTEND  
WILLIAMSON COUNTY PROFESSIONAL SERVICES  
AGREEMENT  
FOR PSYCHIATRIC MEDICAL SERVICES  
AT THE WILLIAMSON COUNTY JAIL**

**Date:** To be effective as of October 1, 2015

**Provider:** Ghulam M. Kahn, M.D.

**Provider's Mailing Address:**

Ghulam M. Kahn, M.D.  
56 East Avenue  
Austin, Texas 78701

**County:** County of Williamson, a political subdivision of the State of Texas

**County's Mailing Address:**

County of Williamson  
c/o: Sheriff James Wilson  
Williamson County Sheriff's Office  
508 Rock Street  
Georgetown, Texas 78626

**Professional Services Agreement for Medical Services at the Williamson County Jail  
Subject of this Extension Agreement:**

The agreement subject of this Agreement To Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

**Extension of the Agreement:**

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2015 and ending on midnight of September 30, 2016 ("Extended Term").

**Amendment of Agreement Terms, Covenants and Conditions**

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:**

**COUNTY:**

Williamson County, Texas

\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**PROVIDER:**

By: \_\_\_\_\_ 

Printed Name: Ghulam M. Kahn, M.D.

**Commissioners Court - Regular Session****26.****Meeting Date:** 10/06/2015

Pharmaceutical Extension for County Jail

**Submitted By:** Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement to Extend Williamson County Pharmaceutical Services Agreement for the Williamson County Jail.

**Background**

Proposal Number 14RFP00219 provides the Williamson County Commissioner's Court the ability to extend the agreement in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. This extension provides a deeper discount on brand medications from 20.5% to 21%.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Westwood Pharmacy-2015

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 08:43 AM

Started On: 09/30/2015 04:24 PM

5823 Patterson Avenue  
Richmond, VA 23226  
(866) 996-6379 (toll-free)



[www.westwoodpharmacy.com](http://www.westwoodpharmacy.com)  
[info@westwoodpharmacy.com](mailto:info@westwoodpharmacy.com)  
(866) 288-6707 (fax)

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Mr. Showalter,

Westwood Pharmacy greatly appreciates the opportunity to provide pharmacy services to the Williamson County Sheriff's Office. We wish to renew the existing contract, and are offering a deeper discount for Brand Medications. Brand Medications will be billed at AWP minus 21%.

We look forward to continuing our partnership with the Williamson County Sheriff's Office.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hoggatt", with a long horizontal flourish extending to the right.

Hunter Hoggatt  
Vice President of Corrections  
Westwood Pharmacy

**Commissioners Court - Regular Session****27.****Meeting Date:** 10/06/2015

Discuss, consider and take any appropriate action regarding proposal to add the Williamson County Veterans Court to approved list of juror donations.

**Submitted For:** Donna Harrell**Submitted By:** Donna Harrell, Veteran Services**Department:** Veteran Services**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding proposal to add the Williamson County Veterans Court to approved list of juror donations pursuant to H.B. 3996 and authority granted under amended Tex. Gov't Code § 61.003(a) to support court operations.

**Background**

In the past, potential jurors have been allowed to donate their jury duty payment to a charitable organization recognized and approved by the Commissioners Court and approved by the State of Texas as an eligible entity to receive said funds. Recet Legislative changes have added Veterans Treatment Courts to this recognized list. In order to achieve additional funding for the Court for items which may not be covered under regualr funding streams, we are asking that the Commissioners Court add the Veterans Treatment Court to the lists of eligible organizations to which an eligible juror could donate their payment. Additional information will be furnished to the Court regarding current funding streams and the impact on the current recipients of these funds.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Donna Harrell

Final Approval Date: 09/28/2015

**Reviewed By**

Wendy Coco

**Date**

09/28/2015 02:19 PM

Started On: 09/25/2015 08:58 AM

**Commissioners Court - Regular Session****28.****Meeting Date:** 10/06/2015

Jonah Recreation Center Extension

**Submitted By:** Stanley Springerley, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding Extension Agreement for Contract in the Public Interest between Williamson County, Texas and Jonah Community, Inc. (Community Recreation Facility Fund) to increase time period for conclusion of project (all other contractual terms remaining the same).

**Background**

Jonah Community, Inc. has asked for an extension of time to complete their project. Specifically, to extend the timeframe for an additional term of one year commencing on October 1, 2015 and ending on midnight of September 30, 2016 ("Extended Term"). The project progress payments set forth in Paragraph 2 of the original agreement remain the same and are based on percentage of completion of the project.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Extension Agreement](#)[Email Request](#)[Original Contract](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stanley Springerley

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:40 AM

Started On: 10/01/2015 10:05 AM



## **EXTENSION AGREEMENT**

**County:** Williamson County, Texas, a political subdivision of the State of Texas

**County's Mailing Address:**  
710 Main Street  
Suite 101  
Georgetown, Texas 78626

**Public Interest Community Group:** Jonah Community, Inc.

**Community Group's Mailing Address:**  
260 Old Highway 29 East  
Georgetown, Texas 78626

### **Agreement Subject of this Extension Agreement:**

**Contract in the Public Interest between Williamson County, Texas and Jonah Community, Inc. (Community Recreation Facility Fund)** Agreement dated March 4, 2014 by and between Community Group and County (the "Agreement").

### **Agreement to Extend Agreement:**

1. Extended Term: Community Group and County hereby agree to extend the Agreement timeframe for an additional term of one year commencing on October 1, 2015 and ending on midnight of September 30, 2016 ("Extended Term"). The project progress payments set forth in Paragraph 2 of the original agreement remain the same and are based on percentage of completion of the project.

### **Amendment of Agreement Terms, Covenants and Conditions**

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

**JONAH COMMUNITY, INC.:**

By: Carolyn Endsley

Printed Name: Carolyn Endsley

Representative  
Capacity: Board President

Date: September 28, 2015

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Presiding Officer of the  
Williamson County Commissioners Court

Date: \_\_\_\_\_, 2015

## Stanley Springerley

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**Subject:** FW: extension of time for Jonah Community I

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**From:** Linda Wipff  
**Sent:** Thursday, September 17, 2015 2:59 PM  
**To:** Hal Hawes  
**Cc:** Melanie Denny  
**Subject:** FW: extension of time for Jonah Community I

Hal,  
Please see the email below and advise how this should be handled.

**Thank you,**  
*Linda Wipff*

**Linda Wipff**  
**Assistant to Commissioner Ron Morrison**  
**Williamson County Precinct 4**  
**350 Exchange Blvd., Suite 100**  
**Hutto, TX 78634**

**Phone: 512-846-1190 or 512-943-3761**  
**Fax: 512-846-1140**

**CONFIDENTIALITY NOTICE:** This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without my prior written permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify me immediately by return e-mail and delete the original message and any copies of it from your computer system.

**From:** Carolyn Endsley [<mailto:c42.endsley@gmail.com>]  
**Sent:** Thursday, September 17, 2015 2:57 PM  
**To:** Linda Wipff; Melanie Denny; Ron Morrison  
**Subject:** extension of time for Jonah Community I

The contract between Williamson County and Jonah Community Inc regarding \$165,000 from the Community Recreation Facilities Fund for the purpose of renovation of the Jonah Community Center ends September 30, 2015. It is clear that Jonah Community Inc has not completed the project and that it will require approximately nine to twelve additional months (October 1, 2015 to June 30, 2016 or to September 30, 2016).

We have had many unexpected problems to solve and many state, county, and federal agencies to cooperate with. We think we have done well so far with relatively reasonable extra fees and requirements. Presently we are in the task of matching money with cost of needed repairs and upgrades of the 90+ years building and we are exploring additional sources of extra funding.

Please advise me of the process of requesting an extension of time for Jonah Community Inc. Thank you for your support and assistance.

Best regards,  
Carolyn Endsley, Board President  
Jonah Community Inc

STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§

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**CONTRACT  
IN THE PUBLIC INTEREST  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
JONAH COMMUNITY, INC.  
(COMMUNITY RECREATION FACILITY FUND)**

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**THIS CONTRACT** is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and the JONAH COMMUNITY, INC., hereinafter referred to as ("JCI").

**WITNESSETH**

**WHEREAS**, WILLIAMSON COUNTY has an interest in supporting the efficient and effective administration of the public health and safety, including but not limited to promoting recreational facilities;

**WHEREAS**, JCI has an interest in supporting the provision of community recreational facilities, including proposed renovations on the Jonah Community Center located in Jonah, Texas;

**WHEREAS**, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with JCI;

**WHEREAS**, WILLIAMSON COUNTY has available community recreation facility funds, and such funds are intended to be used for public health and safety obligations of WILLIAMSON COUNTY.

**NOW, THEREFORE, THE PARTIES agree as follows:**

**1. Public Purpose and Public Benefit.** JCI will operate as an independent contractor in Williamson County, Texas to commence renovations on the Jonah Community Center located in Jonah, Texas. JCI shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT. JCI shall strictly comply with the Williamson County Community Recreational Facility Fund

Policy, hereinafter referred to as ("THE POLICY"), which is incorporated herein as if copied in full. **Exhibit "A"**. JCI acknowledges that it has expressly agreed to the terms and conditions set forth in THE POLICY. **Exhibit "B"**. WILLIAMSON COUNTY reserves the right and discretion to determine applicable provisions where there is any conflict between this CONTRACT and THE POLICY.

**2. Reports/Payment.** JCI shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY and JCI shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from the community recreation facility fund to JCI the full amount of **\$165,000.00 payable in five (5) installments based on project progress as follows:**

- Installment #1** - \$33,000.00 upon reaching full contract execution and approval;
- Installment #2** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that twenty-five percent (25%) of the project has been completed;
- Installment #3** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that fifty percent (50%) of the project has been completed;
- Installment #4** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that seventy-five percent (75%) of the project has been completed; and
- Installment #5** - \$33,000.00 upon adequate confirmation with the Williamson County Auditor's Office that one hundred percent (100%) of the project has been completed.

**3. Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, JCI agrees to return to WILLIAMSON COUNTY all funds distributed to JCI if (a.) JCI's project progress is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) JCI fails in any other respect under this CONTRACT; (d.) JCI violates any provision of THE POLICY; (e.) JCI changes the use of the Jonah Community Center in such a way that, in WILLIAMSON COUNTY's opinion, the Jonah Community Center no longer serves a public purpose; or (f.) JCI conveys, leases or otherwise transfers its interest in the Jonah Community Center to another entity without the prior written

consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the Jonah Community Center for a public purpose consistent with the terms of THE POLICY and the spirit of this CONTRACT.

**4. Records.** JCI shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. JCI agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such JCI records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and JCI. JCI further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of JCI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. JCI expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary JCI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give JCI reasonable advance notice of intended audits.

**5. Independent Contractor/Indemnity.** It is understood and agreed that JCI is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall JCI be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. JCI shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

**JCI FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY JCI.**

**6. Compliance With All Laws.** JCI and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

**7. Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**WILLIAMSON COUNTY:**  
WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 101  
GEORGETOWN, TEXAS 78626

**JCI:**  
JONAH COMMUNITY, INC.  
260 OLD HIGHWAY 29 EAST  
GEORGETOWN, TEXAS 78626

**GENERAL COUNSEL:**  
GENERAL COUNSEL  
OFFICE OF WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626

**8. No Assignment.** This CONTRACT may not be assigned.

**9. Termination.** Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of JCI;
- b. the insolvency of JCI, the filing of a petition in bankruptcy either by or against JCI, or an assignment by JCI for the benefit of creditors;
- c. the breach by JCI of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to JCI of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

**10. Term.** The stated term of this CONTRACT shall be until the sooner of completion of the project or **September 30, 2015**, whichever occurs first, but with on-going contractual obligations by JCI extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

**11. Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

**12. Venue & Applicable Law.** Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**13. Severability.** In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

**14. Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.



15. **Proof of Non-Profit Status.** JCI has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit C" and is incorporated herein as if copied in full. **Exhibit "C".**

**EXECUTED to be effective as of the date of the last party's execution below.**

**FOR WILLIAMSON COUNTY:**

\_\_\_\_\_  
**Presiding Officer**  
**Williamson County Commissioners Court**  
**Williamson County, Texas**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**FOR JCI:**

Carolyn Endsley  
**Authorized Agent**  
**Jonah Community, Inc.**

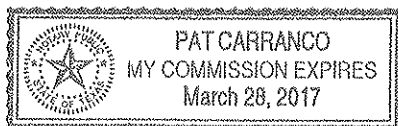
**Date:** February 20, 2014

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

\*

\*

This instrument was acknowledged before me on the 20<sup>th</sup> day of February, 2014, by Carolyn Endsley of the Jonah Community, Inc., a Texas non-profit corporation, on behalf of the corporation.



Pat Carranco  
**Notary Public, State of Texas**

# **Williamson County Community Recreational Facility Fund Policy**

## **PURPOSE**

The purpose of this Williamson County Community Recreational Facility Fund Policy is to provide guidelines and regulations relating to the distribution of funds from the Williamson County Community Recreational Facility Fund which was established by Williamson County through collections of fees at the Williamson County Landfill.

## **LEGAL CONSIDERATIONS**

The Texas Constitution bars a transfer of county funds to a private entity unless the transfer serves a public purpose of the county and the transfer is subject to adequate controls, contractual or otherwise, to ensure that the public purpose is accomplished. This Policy has been created to ensure that funds from the Williamson County Community Recreational Facility Fund Policy are transferred and used to serve a public purpose of Williamson County and to ensure that adequate controls, as set out herein and as may be further required by the Williamson County Commissioners Court, are in place in order to ensure that the public purpose is accomplished.

## **FUNDING POLICY**

### **1. Request for Funding.**

Community organizations, groups and individuals may submit to Williamson County a request for funding of the construction, improvement or remodel of community recreational facilities located in Williamson County. Such request for funding must provide and include the following:

- a. The name of the community recreational facility subject of the request.
- b. The name of the organization, entity or individual(s) that manage and control the community recreational facility.
- c. The amount of funding that is requested.
- d. A description of the current and future public purposes and public uses of the community recreational facility.
- e. A description of how the community recreational facility is primarily used for public purposes as opposed to use by private parties for the purpose of making a business profit.

- f. A description of the planned construction, improvement or remodel of the community recreational facility, along with any available plans, sketches and diagrams.
- g. A detailed description of how the funding will be used in relation to the community recreational facility, along with any budgets that outline or otherwise detail the planned use of the funding.
- h. A description of how the funding will assist or aid the community recreational facility in providing a public purpose to citizens of Williamson County.
- i. Provide a signed acknowledgement and agreement to comply with this Policy, which must be in the form attached to this Policy.

## **2. Consideration of Request for Funding.**

Once the funding request is submitted to Williamson County, the request will be placed on the Williamson County Commissioners Court's agenda for consideration.

In the event the members of the Williamson County Commissioners Court determines that the requested funding of the construction, improvement or remodel of a specific community recreational facility will serve a public purpose of Williamson County, the members of the Williamson County Commissioners Court will set the specific amount of funding to be granted.

The Williamson County Commissioners Court may also set out additional controls, contractual or otherwise, to ensure that the public purpose of the funding is accomplished. No funds shall be distributed until which time any additional controls have been satisfied.

## **3. Right to Audit.**

Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after the final disbursement of funds to a community organization, group or individual(s) under this Policy, have access to and the right to examine and photocopy any and all books, documents, papers and records of the community organization, group or individual(s) which are directly pertinent to its expenditure of funds from the Williamson County Community Recreational Facility Fund for the purposes of making audits, examinations, excerpts, and transcriptions. By accepting funds from the Williamson County Community Recreational Facility Fund, the community organization, group or individual(s) agrees that Williamson County shall have access during normal working hours to all of its 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 will give reasonable advance notice of intended audits.

#### **4. Suspension or Termination of Funding.**

The Williamson County Commissioners Court shall have the right, at any time, to suspend or deny any transfers of any funds from the Williamson County Community Recreational Facility Fund to a particular organization, group or individual should Williamson County determine that such organization, group or individual is not using the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy.

#### **5. Reimbursement.**

In the event Williamson County determines that an organization, group or individual(s) has not used the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy, the organization, group or individual must, upon Williamson County's notice and demand, immediately return all funds that were previously transferred to the organization, group or individual.

#### **6. Presentation.**

Upon the completion of the construction, improvement or remodel of a funded community recreational facility project, the community organization, group or individual(s) that was granted the funding must provide, at the request of the Williamson County Commissioners Court, a report and presentation to the Court which sets forth an overview of the completed project and a description of the items purchased, constructed and/or developed through the use of the funds.

**This Williamson County Community Recreational Facility Fund Policy was considered and approved in a duly called session of the Commissioners' Court of Williamson County, Texas, on \_\_\_\_\_, 20\_\_\_\_.**

**Williamson County, Texas**

By: \_\_\_\_\_

Dan A. Gattis,  
Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

### ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, on behalf of myself and the organization, group or individual(s) named below, hereby acknowledge and understand the terms and conditions of the Williamson County Community Recreational Facility Fund Policy and hereby agree to comply with all such terms and conditions of the said Policy.

Name of Organization: Jonah Community Inc.

Name of Community Recreational Facility: Jonah Community Center

By: Carolyn Endsley

Printed Name: Carolyn Endsley

Title: Board President

Date: Dec. 18, 2013

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 09 2002

JONAH COMMUNITY INC  
40 COUNTY RD 126  
GEROGETOWN, TX 78626

Employer Identification Number:  
74-2995908  
DLN:  
17053232036012  
Contact Person:  
DEL TRIMBLE ID# 31309  
Contact Telephone Number:  
(877) 829-5500  
Internal Revenue Code  
Section 501(c)(4)  
Accounting Period Ending:  
December 31  
Form 990 Required:  
Yes  
Addendum Applies:  
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

JONAH COMMUNITY INC

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt

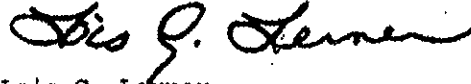
Letter 948 (DO/CG)

JONAH COMMUNITY INC

status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations

for



**Commissioners Court - Regular Session****29.****Meeting Date:** 10/06/2015

Bond Atty Audit

**Submitted For:** Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of McCall, Parkhurst & Horton, L.L.P. to represent Williamson County in connection with the Pass-Through Toll Revenue and Limited Tax Bonds, Series 2006 under examination by the Internal Revenue Service; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code; and, further, authorize the Williamson County Auditor to execute a Power of Attorney and Declaration of Representative in relation to such examination.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Eng LtrPOA

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:40 AM

Started On: 10/01/2015 09:18 AM

LAW OFFICES

**McCALL, PARKHURST & HORTON L.L.P.**

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: (512) 478-3805  
FACSIMILE: (512) 472-0871

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: (214) 754-9200  
FACSIMILE: (214) 754-9250

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: (210) 225-2800  
FACSIMILE: (210) 225-2984

September 23, 2015

Melanie M. Denny, CPFO  
Financial Director  
Williamson County, Texas  
701 S. Main Street, Suite 301  
Georgetown, Texas 78626

Re: Williamson County, Texas  
Pass-Through Toll Revenue and Limited Tax Bonds, Series 2006

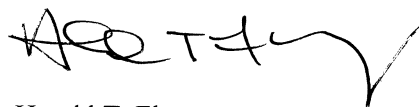
Dear Ms. Denny:

The purpose of this engagement letter is to confirm the engagement of McCall, Parkhurst & Horton L.L.P. as counsel to the Williamson County, Texas (the "Issuer") in connection with the Pass-Through Toll Revenue and Limited Tax Bonds, Series 2006 (the "Bonds") under examination by the Internal Revenue Service (the "IRS"). This engagement letter sets forth the specific terms of such engagement and describes the services we will perform in connection with such examination. This engagement letter should be read together with other correspondence provided by us in relation to the audit. Enclosed hereto, is a power of attorney form that the Service requires the Issuer to execute to authorize us, among others, to communicate with the Service regarding the examination of the Bonds. Lastly, we are currently not aware of any specific matter which is the focus of the examination which would put our interests in conflict with those of the Issuer. If at any time during our representation we believe there to be a conflict that would prevent us from providing legal representation according with applicable ethical requirements, we will relate that conflict at that time and address it with the Issuer in an appropriate manner. Moreover, we will keep the Issuer and you informed of the status of the examination and the scope of the Service's inquiry.

It is solely within the discretion of the Issuer to appoint or not to appoint our firm as its representative in this matter. The Issuer is not legally obliged to appoint our firm as its representative. If the Issuer determines to appoint another representative, please be assured that our firm will be available at all times to assist in the representation as requested by you or such representative. However, we will not be permitted to discuss this matter with employees of the Service or to appear on the Issuer's behalf before the Service at any meeting or hearing pertaining to the examination.

If the terms described below are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Harold T. Flanagan", with a stylized flourish at the end.

Harold T. Flanagan

### **A. Scope of Engagement**

In this engagement, we have performed, or expect to perform, the following duties:

- (1) We will assist the governing body, officers, management and employees of the Issuer in responding to all inquiries by the IRS regarding the examination of the Bonds and will advise regarding any specific questions relating to the examination. We will participate in conferences, interviews and attend meetings regarding the examination as requested by the IRS or the Issuer.
- (2) We will coordinate the collection of information and prepare such statements, returns, reports, correspondence and memoranda requested by the IRS or the Issuer. Upon specific request by the Issuer, we will provide supervisory services to the employees of the Issuer with respect to the collection of information requested by the IRS.
- (3) We will prepare and review documents setting forth the Issuer's position with respect to the audit.
- (4) We will assist the Issuer in seeking a settlement or closing agreement with the IRS, if so determined by the Issuer, and determining the appropriate settlement amount, if applicable. A settlement may be reached at any stage in the audit, including prior to the IRS making a preliminary adverse determination regarding the Bonds.
- (5) We will assist the Issuer in evaluating the materiality of the information regarding the audit and providing advice to the Issuer with respect to its obligation to make disclosure regarding the audit under existing continuing disclosure agreements entered into pursuant to SEC Rule 15c2-12 and disclosure materials prepared in connection with the sale of bonds or other obligations of the Issuer pending the conclusion of the audit.

Our duties in this engagement are limited to those expressly set forth above. Unless our firm is separately engaged in writing to perform other services, our duties do not include any other services, including the provision of appeals services or litigation services. Accordingly, if the Issuer is not satisfied with the result of the IRS examination and wishes to pursue the matter further with respect to the pursuit of an administrative appeal of its case to the Office of Appeals of the IRS, we must discuss and agree upon the further representation of the Issuer by us in such proceeding. Any services involving such representation will be the subject of a separate engagement agreement.

### **B. Attorney-Client Relationship**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our firm retains the right and may withdraw as attorney of record in accordance with the Rules of Professional Conduct with written notice, which notice shall become effective upon receipt by Issuer. The Issuer may discharge our firm for any reason with written notice, which notice shall become effective upon our receipt at which time we shall cease to perform services for the Issuer, unless otherwise agreed upon by the

parties. The Issuer will remain responsible to pay all fees and costs of our services as required by the terms of this agreement.

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd Frank Wall Street Reform and Consumer Protection Act (the "Dodd Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services in connection with the examination or VCAP negotiations to which this engagement letter pertains, we may engage in analysis, discussion, negotiation, and advice to you regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with a closing agreement with the IRS, and such services and advice may be essential to the development of the plan to establish a settlement amount with the IRS. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance, and particularly in the area of tax audits and VCAP negotiations, inherently involve a financial advice component, but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities and settlement agreements with the IRS and audit review by the IRS of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As counsel to the Issuer in accordance with this engagement, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to any financial aspects associated with any settlement agreement. By signing this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as counsel with respect to the MA Rule, as discussed in this paragraph.

#### **C. Confidentiality of Information**

In this engagement, our firm will be using information developed from the Issuer's records, and information furnished by Issuer personnel. Our firm is relying upon Issuer personnel for the accuracy and completeness of the Issuer's records, as well as all other information supplied. We will maintain the information provided to it in confidence within the firm and will not disclose to others the Issuer's confidential information except with the Issuer's consent or as required by law or permitted under professional standards of the legal profession. Information relating to federal tax advice we provides to the Issuer, including communications within our firm and material we may create in the course of providing that advice, may be privileged and protected from disclosure to the IRS. Should the IRS seek disclosure from the Issuer or us of written or oral communications relating to such advice, we will discuss with the Issuer whether and how the Issuer may assert, or waive, the privilege.

#### **D. Records**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to our performance of the services described in this letter will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

## **E. Conflicts**

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the initial issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the IRS examination so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the IRS examination. The execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph and your acknowledgement that you have been given the opportunity to consult with others before deciding to consent to our representation.

## **E. Fees and Costs**

It is anticipated that the majority of the services will be provided by Stefano Taverna and Hal Flanagan, each a partner. However, other lawyers and personnel in the firm may be assigned to perform legal services on this matter if, in our judgment it becomes necessary or desirable. Fees for the services described in this letter will be an amount based upon the time spent on the engagement at hourly rates, which are \$350 per hour for attorneys and \$115 per hour for paralegals. The fee is not exceed \$3,500 without prior consent of the Issuer. The fee includes our services rendered, but does not include client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, computer-assisted research and other expenses. Travel will be undertaken only at your request, and will not involve first-class travel. These miscellaneous costs will be expensed directly to you.

Bills will be invoiced either (1) every 60 days or (2) if not billed within 60 days, at such time as the outstanding balance exceeds \$2,500.00. The services to be rendered by the firm assume that all appropriate information and assistance will be provided by Issuer personnel on a complete and timely basis, and that the scope and complexity of the IRS examination are consistent with our prior discussions. Our experience has been that each audit is different, both in terms of scope and complexity, and the demands placed upon the Issuer in responding to the IRS. Because our fee arrangements are made at the outset of representation, at a time when many uncertainties and contingencies exist, it is not possible to estimate accurately the number of hours required to resolve the IRS examination.

**Accepted and Approved**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Kris Marohn

# Power of Attorney and Declaration of Representative

OMB No. 1545-0150

**For IRS Use Only**

Received by:

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Function \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

► Information about Form 2848 and its instructions is at [www.irs.gov/form2848](http://www.irs.gov/form2848).

## Part I Power of Attorney

**Caution:** A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

### 1 Taxpayer information.

Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address  
**Williamson County, Texas**  
**701 S. Main Street, Suite 301**  
**Georgetown, Texas 78626**

Taxpayer identification number(s)

**74-6000978**

Daytime telephone number

**(512) 943-1500**

Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

### 2 Representative(s) must sign and date this form on page 2, Part II.

Name and address

**Stefano Taverna, McCall, Parkhurst & Horton, L.L.P.**  
**717 N. Harwood, Ste. 900**  
**Dallas, Texas 75201**

Check if to be sent copies of notices and communications ☐

CAF No. **0310-42412R**

PTIN **P01067358**

Telephone No. **214-754-9200**

Fax No. **214-754-9250**

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

**Harold T. Flanagan, McCall, Parkhurst & Horton, L.L.P.**  
**717 N. Harwood, Ste. 900**  
**Dallas, Texas 75201**

Check if to be sent copies of notices and communications ☒

CAF No. **0310-42413R**

PTIN **P01071147**

Telephone No. **214-754-9200**

Fax No. **214-754-9250**

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

(Note. IRS sends notices and communications to only two representatives.)

CAF No. \_\_\_\_\_

PTIN \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

CAF No. \_\_\_\_\_

PTIN \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

(Note. IRS sends notices and communications to only two representatives.)

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

- 3 Acts authorized (you are required to complete this line 3).** With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)

Tax Form Number  
(1040, 941, 720, etc.) (if applicable)

Year(s) or Period(s) (if applicable)  
(see instructions)

**Pass-Through Toll Revenue and Limited Tax Bonds, Series 2006**

**8038-G**

**2006**

(CUSIP - 969887 QQ4)

- 4 Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Use Not Recorded on CAF** . . . . . ☐

- 5a Additional acts authorized.** In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):

☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return; \_\_\_\_\_

☐ Other acts authorized: \_\_\_\_\_

- b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.  
List any specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): \_\_\_\_\_

- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ☐ **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.  
**► IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**

Signature

Date

Title (if applicable)

Print Name

Print name of taxpayer from line 1 if other than individual

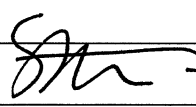
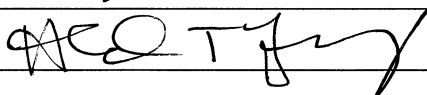
**Part II Declaration of Representative**

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a** Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b** Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c** Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
  - d** Officer—a bona fide officer of the taxpayer organization.
  - e** Full-Time Employee—a full-time employee of the taxpayer.
  - f** Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g** Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h** Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions (PTIN required for designation h).**
  - i** Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions (PTIN required for designation i).**
  - k** Student Attorney or CPA—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LTC or STCP. See instructions for Part II for additional information and requirements.
  - r** Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

**► IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2. See the instructions for Part II.**

**Note.** For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
<b>a</b>	Texas	24079988		9.23.15
<b>a</b>	Texas	07107400		092315



**Commissioners Court - Regular Session****30.****Meeting Date:** 10/06/2015

Southwest Solutions Group PM Agreement 2015-2016 for JP 4

**Submitted For:** Judy Hobbs**Submitted By:** Jessica Schmidt, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Preventive Maintenance & Service Program Agreement for a Spacesaver System for Justice of the Peace Precinct No. 4 between Williamson County and Southwest Solutions Group.

**Background**

This is an annual maintenance and service agreement for the Justice of the Peace, Pct. 4's Spacesaver System. The carriages store the court's case files. This is the maintenance that JP 4 has had for the past few years.

The cost of this plan covers 100% labor and parts charges for one scheduled PM at no charge. The agreement includes travel, mileage to and from for all service calls and PM visits. Just one service call without the agreement would be much more due to travel time from Houston, Dallas, plus mileage, labor, parts, etc.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Southwest Solutions PM Agreement 2015-2016 for JP 4](#)

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Jessica Schmidt

Final Approval Date: 10/02/2015

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

10/01/2015 02:30 PM

10/02/2015 10:44 AM

Started On: 09/30/2015 05:47 PM



**SOUTHWEST SOLUTIONS GROUP**  
*business organization systems*

2015 SEP 28 AM 9:19

WILLIAMSON COUNTY  
JUSTICE OF PEACE #4

Jessica Schmidt  
WILLIAMSON COUNTY JP PCT 4  
211 WEST 6TH STREET  
TAYLOR, TX 76574  
Re: Spacesaver System



Dear Jessica:

SOUTHWEST SOLUTIONS GROUP  
**PREVENTIVE MAINTENANCE & SERVICE PROGRAM** for your Spacesaver System

**Services to be performed by SSG authorized factory-trained personnel.**

**Inspection & Testing of:**

**Electric Systems**

- \* Safety Features
- \* Electrical Wiring & Switches
- \* Mechanical & Logical Controls
- \* Anti-Tip Devices
- \* Carriage Limit Switches
- \* Floor & Overall Operation
- \* Ease of Movement

**Mechanical Assist Systems / Manual Systems**

- \* Anti-Roll Locking Pin
- \* Turn-Handle Assembly
- \* Tension of chain on turn handle drive
- \* Mechanical Safety Features & Controls
- \* Shelving Anchors
- \* Ease of Movement
- \* Loose Hardware & Fasteners

**Lubrication & Adjustment of: (All Systems)**

- \* All Moving Parts, Chains & Rails
- \* Limit Switches

**General Maintenance & Cleaning of:**

- \* Floor & Tracks
- \* Face Panels & Controls

**Inspection Report:**

- \* Communication of inspection findings to the customer

**Preventive Maintenance services will be performed on a scheduled basis of 1 per year. Covers 100% Labor & Parts charges for service calls. Agreement includes travel, mileage to and from for all service calls and PM visits.**

## PROPOSAL PAGE (Page 2 of 4)

### Submitted to:

Name	WILLIAMSON COUNTY JP PCT 4
Contact	Jessica Schmidt
Address	211 WEST 6TH STREET
City, State, Zip	TAYLOR, TX 76574
Department:	Records
Email:	jschmidt@wilco.org
Phone #:	[1] 512-238-2159

We propose to furnish the materials and perform the labor necessary for the completion of the Preventive Maintenance & Service Program on Spacesaver System(s):

Model: Spacesaver LSMA 8 carr. 415-7-6640

Location: Records

PMA #306

### **Platinum (Preventive Maintenance and Labor Program)**

- \* One Scheduled service inspection per year at no charge.
- \* Covers 100% of all Labor Service charges for repairs.
- \* Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment: **\$1,061.54**

*Agreement includes travel, mileage to and from for all service calls and PM visits.*

To schedule service please call Paul Stanko at 800-803-1083 ext 9778 or via email [PStanko@southwestsolutions.com](mailto:PStanko@southwestsolutions.com). You can also request service from our website, [www.southwestsolutions.com](http://www.southwestsolutions.com) by clicking on the "request service" link at the top of the page.

### Other Notes (Page 3 of 4)

- 1) Preventive Maintenance, service and repair calls are only provided during normal work hours, Monday thru Friday, 8 a.m. to 5 p.m. This excludes Saturday, Sunday, and company holidays. **Southwest Solutions Group may agree upon optional abnormal hours and days with additional costs per note # 1 above.**
- 2) *NOTE: Program does not cover repair caused by act of God, vandalism or misuse.*
- 3) **Replacement Parts: Southwest Solutions Group** does not assume the responsibility for delays or failure to furnish parts or service when the inability to furnish same is caused by acts of God or government, labor difficulties, failure of transportation, misuse of equipment, or operational errors and causes beyond the control of Southwest Solutions Group. Components of the equipment or system purchased from or installed by others than **Southwest Solutions Group** will be excluded from this agreement.
- 4) Note: Invoice will follow with the terms Due upon Receipt, or WILLIAMSON COUNTY JP PCT 4 can provide a VISA, Master Card or American Express #, expiration date, and full name on card for payment.
  - It is suggested that to maintain your system, you perform certain routine periodic housekeeping duties outlined at the time of installation of the Spacesaver System.
  - The customer is responsible for foreign matter and debris that falls into areas that may hinder or damage and result in equipment failure.
  - The customer agrees to give reasonable notice to **Southwest Solutions Group** for normal hours servicing.
  - If equipment, under the Agreement, is moved, transported or tampered without Southwest Solutions Group's supervision, this Agreement will become null and void without refund.
5. Term: The term of this Agreement shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until the one time preventative maintenance services, as described herein, is scheduled and performed by **Southwest Solutions Group**. If the parties wish to renew this agreement for an additional term following **Southwest Solutions Group's** performance of said services hereunder, the parties shall execute a new agreement that contains the same or similar terms and conditions as set forth herein.

**ACCEPTANCE PAGE FOR SPACESAVER SERVICE AGREEMENT**

**(page 4 of 4)**

*WILLIAMSON COUNTY JP PCT 4 415-7-6640*

Program effective dates: **9/9/2015** thru **9/8/2016**

**Annual Preventive Maintenance. Parts & Labor Program \$1,061.54**

*One scheduled PM at no charge\* Covers 100% Labor & Parts charges for service calls  
Agreement includes travel, mileage to and from for all service calls and PM visits.*

When accepted please authorize below and return a copy to Southwest Solutions Group via fax (888) 980-8177 to the attention of KIM WINDHAM, retain original for your records.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Bill To Address: \_\_\_\_\_

Attention: Accounts Payable Purchase Order # if appropriate: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

If paying by VISA, Master Card or American Express:

C/C #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Full Name On Card: \_\_\_\_\_

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at [www.southwestsolutions.com](http://www.southwestsolutions.com) for more products & services.

Sincerely, Agreed and Accepted:

SOUTHWEST SOLUTIONS GROUP

By: Calvin Miller

Printed Name: Calvin Miller

Title: CFO/COO

Date: 9-25-2015  
972-331-8880 or 888-241-7494 direct  
972-250-2229 or 888-980-8177 fax  
[kwindham@southwestsolutions.com](mailto:kwindham@southwestsolutions.com)

**Commissioners Court - Regular Session****31.****Meeting Date:** 10/06/2015

Award Fencing for Ronald Reagan Blvd

**Submitted For:** Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding bids for Fencing for Ronald Reagan Blvd. for Williamson County, Bid# 1508-006 to the lowest and best bidder – Barrier Fence Systems.

**Background**

HNTB staff evaluated bids and references and recommended Barrier Fence for this project.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Recommendation HNTB](#)[Bid Analysis](#)[Signed Agreement](#)

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 09/30/2015

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

09/29/2015 08:30 AM

09/30/2015 02:46 PM

Started On: 09/22/2015 10:28 AM

**September 23, 2015**

Williamson County Purchasing Department  
901 S. Austin Ave  
Georgetown, Texas 78626



Attention: Kerstin Hancock  
Deputy Purchasing Agent

Re: Williamson County Road Bond Program  
Ronald Reagan North 4 Fencing  
Williamson County Project No. 1508-006  
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed for correctness, with Barrier Fence being the low bidder. Following is a summary of the bid totals:

1.	Barrier Fence	\$96,968.50
2.	Hill Country Fence	\$102,253.66
3.	Adams Material	\$108,851.00
4.	Cedar Hill Services	\$118,808.80
5.	Alamo Fence	\$118,822.59
6.	Westar Construction	\$185,260.00
7.	Quality Contractor	\$199,722.20

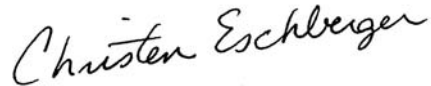
The lowest two bids are within 10% of each other, representing extremely competitive bidding. The Contractor's low bid is \$23,655.50 below the Engineer's Estimate, a cost saving of nearly 20%.

In addition to meeting the bid qualifications subject to being low bidder, Barrier Fence has performed similar work and received positive recommendations from the five references contacted. Based on the references provided by the Contractor, we recommend award of the Ronald Reagan North 4 Fence construction contract to Barrier Fence in the contract amount of \$96,968.50.

Please feel free to contact our office with any questions.

Respectfully Submitted,

**HNTB Corporation**

A handwritten signature in cursive script that reads "Christen Eschberger".

Christen A. Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis

Cc: Judge Gattis, Williamson County Judge  
Commissioner Birkman, Williamson County, Pct. 1  
Commissioner Long, Williamson County, Pct. 2  
Commissioner Covey, Williamson County, Pct. 3  
Commissioner Morrison, Williamson County, Pct. 4  
Robert Daigh, Williamson County  
Joe England, Williamson County  
Mike Weaver, Prime Strategies, Inc.  
Richard Ridings, HNTB Corporation



**Bid Comparison**

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Barrier Fencing	\$96,968.50	1	(\$23,655.50)	-19.6%	-	-
Hill Country Fence	\$102,253.66	2	(\$18,370.34)	-15.2%	\$ 5,285.16	5.5%
Adam Materials	\$108,851.00	4	(\$11,773.00)	-9.8%	\$ 11,882.50	12.3%
Cedar Hill Sevices	\$118,808.80	3	(\$1,815.20)	-1.5%	\$ 21,840.30	22.5%
Alamo Fence	\$118,822.59	3	(\$1,801.41)	-1.5%	\$ 21,854.09	22.5%
Westar Construction	\$185,260.00	4	\$64,636.00	53.6%	\$ 88,291.50	91.1%
Quality Contractor	\$199,722.20	5	\$79,098.20	65.6%	\$ 102,753.70	106.0%

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Barrier Fencing		Hill Country Fence		Adams Material	
				UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	WIRE FENCE (TY C)	4473	LF	\$ 6.75	\$ 30,192.75	3.75	\$16,773.75	\$4.81	\$21,515.13	\$6.00	\$26,838.00
2	WIRE FENCE (TY W)	12773	LF	\$ 6.25	\$ 79,831.25	5.75	\$73,444.75	\$5.61	\$71,656.53	\$6.00	\$76,638.00
3	GATE (TY 1)	11	EA	\$ 600.00	\$ 6,600.00	250.00	\$2,750.00	\$462.00	\$5,082.00	\$125.00	\$1,375.00

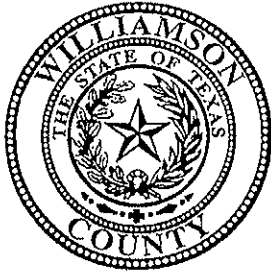
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

68	FORCE ACCOUNT	4000	DOL	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS				\$120,624.00		\$96,968.50		\$102,253.66		\$108,851.00	
ACTUAL BID PROPOSAL				\$120,624.00		\$96,968.50		\$102,253.66		\$108,851.00	
ADJUSTMENT DIFFERENCE				\$0.00		\$0.00		\$0.00		\$0.00	
Acknowledgment of Addenda											
Addendum No. 1:											
Addendum No. 2:											
Bid Bond						Yes					
Bid Affidavit						Yes		Yes		Yes	
Conflict of Interest Questionnaire						Yes		Yes			
Disclosure of Lobbying Activities											
Bidder References (Minimum of Three)						Yes		Yes		Yes	

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cedar Hill Services		Alamo Fence		Westar Construction		Quality Contractor	
				UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	WIRE FENCE (TY C)	4473	LF	--	--	\$5.13	\$22,946.49	\$10.00	\$44,730.00	\$8.40	\$37,573.20
2	WIRE FENCE (TY W)	12773	LF	--	--	\$5.35	\$68,335.55	\$10.00	\$127,730.00	\$12.00	\$153,276.00
3	GATE (TY 1)	11	EA	--	--	\$2,140.05	\$23,540.55	\$800.00	\$8,800.00	\$443.00	\$4,873.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

68	FORCE ACCOUNT	4000	DOL	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00	\$1.00	\$4,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS				\$118,808.80		\$118,822.59		\$185,260.00		\$199,722.20	
ACTUAL BID PROPOSAL				\$118,808.80		\$118,822.59		\$185,260.00		\$199,722.20	
ADJUSTMENT DIFFERENCE				\$0.00		\$0.00		\$0.00		\$0.00	
Acknowledgment of Addenda											
Addendum No. 1:										Yes	
Addendum No. 2:										Yes	
Bid Bond						Yes		Yes		Yes	
Bid Affidavit						Yes				Yes	
Conflict of Interest Questionnaire				Yes							
Disclosure of Lobbying Activities											
Bidder References (Minimum of Three)				Yes							



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Barrier Fence Systems** ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor for the construction of **Fencing for Ronald Reagan Blvd, Bid #1508-006**, as described below (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of ninety-six thousand, nine hundred and sixty-eight dollars and fifty cents (\$96,968.50) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto: **Fencing for Ronald Reagan Blvd, Bid #1508-006**

**Additional Work:** Should Owner choose to add additional Work, such additional Work shall be described in a separate written amendment to this Agreement wherein the additional Work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional Work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional Work unless a written amendment to this Agreement has been signed by both parties.

**ARTICLE 4 COMPLETION:** The Work shall be fully and finally completed within sixty (60) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Contractor shall commence the Work upon instruction to do so from the Owner. Owner shall, at its sole discretion, determine when the Project has been fully and finally completed to its satisfaction.

**ARTICLE 5 PAYMENT:** Contractor shall receive one lump sum payment of the Contract Price upon final completion of the Project.

### **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor 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 Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be

released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.2** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.

**6.3** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.4** Owner will not be providing or carrying any insurance coverage in relation to the Work performed on this Project. Thus, Contractor shall not commence work under the Agreement until it has obtained, at its sole cost, insurance coverage that sufficiently protects Contractor, its employees and Owner from general and personal liability.

**6.5** In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity. In such case, the Contractor shall provide worker's compensation insurance coverage for its employees, 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, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project and provide Owner with a certificate evidencing such coverage is in place prior to beginning any of the Work hereunder.

## **ARTICLE 7 INDEMNITY**

**7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY**

THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

8.1 **Interest and Late Payments.** Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment 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/application for payment is not paid by the appropriate date.

8.2 **Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**8.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**8.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

**8.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**8.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**8.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**8.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**8.9 Audits.** Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**8.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**8.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

**8.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**8.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**8.14 Sales and Use Tax Exemption.** Owner 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.

**8.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**8.16 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 of this Agreement. 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.



**8.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**8.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**8.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**8.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**8.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Barrie Fence Systems

By: Melinda Lichtenwalter

Printed Name: Melinda Lichtenwalter

Title: Operations Manager

Date: 9/22/15

**Commissioners Court - Regular Session****32.****Meeting Date:** 10/06/2015

Advertise Farm-Grazing Lease 343 Acres

**Submitted For:** Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Farm and Grazing Lease-343 Acres Agricultural Land near CR 131-Hutto, Bid # 1509-014.

**Background**

Leasing 343 acres near Williamson County Landfill, located on the south side of CR 131 in Hutto.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Bid Packet](#)

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 09/30/2015

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

09/29/2015 08:30 AM

09/30/2015 02:46 PM

Started On: 09/25/2015 03:24 PM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT  
SOLICITATION**

Farm and Grazing Lease 343 Acres Agricultural Land Near CR131 Hutto TX

**BIDS MUST BE RECEIVED ON OR BEFORE:**

**Nov 4, 2015 3:00:00 PM CST**

**BIDS WILL BE PUBLICLY OPENED:**

**Nov 4, 2015 3:00:00 PM CST**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this bid.**

**All electronic bids must be submitted via:** [www.bidsync.com](http://www.bidsync.com)

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.

**Bidders are strongly encouraged to carefully read this entire IFB.**

**Electronic bids are requested**, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods.**

**Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **IFB NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **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.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

## Bid 1509-014

### Farm and Grazing Lease 343 Acres Agricultural Land Near CR131 Hutto TX

Bid Number **1509-014**  
 Bid Title **Farm and Grazing Lease 343 Acres Agricultural Land Near CR131 Hutto TX**

Bid Start Date **In Held**  
 Bid End Date **Nov 4, 2015 3:00:00 PM CST**  
 Question & Answer End Date **Oct 30, 2015 5:00:00 PM CDT**

Bid Contact **Connie Singleton**  
**512-943-1553**  
**csingleton@wilco.org**

Contract Duration **4 years**  
 Contract Renewal **Not Applicable**  
 Prices Good for **90 days**

Bid Comments **Farm and Grazing Lease 343 Acres Agricultural Land Near CR 131 Hutto, TX**  
 Williamson County seeks to lease acreage to a qualified farmer and/or rancher for agricultural crop and/or cattle production on three tracts of lands containing approximately 343 acres, more or less, situated near the Williamson County Landfill and located on the south side of County Road 131, Hutto, Texas, which said land is more specifically described in Attachment 1 herein below (sometimes referred to herein as the "premises").

#### REQUIRED DOCUMENTS FOR THIS BID:

1. Williamson County Bid Form containing the price per acre bid lease amount for the First Lease Period to Williamson County (Bidder must only bid a cash rental amount since Williamson County is not accepting crop share bids or combinations of crop share and cash rent bids.);
  2. Three (3) Agricultural References from whom Bidder has leased farm and/or ranch land from in the past five (5) years with names, addresses, and phone numbers for each reference. (If bidder is unable to provide at least three (3) such references, Bidder shall inform Williamson County of such inability and bidder shall include as many leasing references as he/she/it can provide);
  3. Any necessary disclosure of any existing or potential conflict of interest as required in the IFB above;
  4. Williamson County Conflict of Interest Statement.
5. IF bidding via Bidsync – enter bid price in Line Item One and attach Conflict of Interest, references and BID AFFIDAVIT to the line item.

IF bidding hard copy – attach completed Bid Form, Conflict of Interest form, references and BID AFFIDAVIT in sealed envelope to:

Williamson County Purchasing Department  
 Attn: Bid Name and Number  
 901 South Austin Ave  
 Georgetown, TX 78626

#### BID AWARD PROCESS

All bids will be reviewed and ranked by Williamson County staff. An oral interview may be held if deemed necessary by Williamson County. The staff will make its recommendation to the Williamson County Commissioners Court, which will award the Farm and Grazing Lease to the overall highest and best bidder.

By submitting a Bid, Bidder acknowledges that Bidder must execute the attached Attachment 2 , Farm and Grazing Lease, at the County's offices in Georgetown, Texas within ten (10) days after the Bidder has been notified that it/he/she has been selected, as further set forth herein above.

The bidder that is selected (Selected Bidder) will be informed of such selection and he/she/it must thereafter

execute the attached Farm and Grazing Lease in its unmodified form, as set out in this IFB above. If such Selected Bidder refuses to execute the attached Farm and Grazing Lease as required by this IFB or if such Selected Bidder otherwise refuses to comply with his/her/its Bid hereunder, Williamson County may select the party chosen as the next highest and best bidder and so on until the Farm and Grazing Lease is executed.

**CONTRACT ADMINISTRATION** : Under the Farm and Grazing Lease, Pete Correa (or successor), Executive Assistant to Commissioner Precinct No. 4, Ron Morrison, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Farm and Grazing Lease, 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 Bidder.

**CONTRACT PERIOD** : The total term of the Farm and Grazing Lease shall be four (4) years, commencing on the 1<sup>st</sup> day of December, 2015 (the "Commencement Date") and terminating on the 30<sup>th</sup> day of November, 2019 (the "Termination Date"), unless sooner terminated in accordance with the Farm and Grazing Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period:	December 1, 2015 to November 30, 2016 (12 months)
Second Lease Period:	December 1, 2016 to November 30, 2017 (12 months)
Third Lease Period:	December 1, 2017 to November 30, 2018 (12 months)
Fourth Lease Period:	December 1, 2018 to November 30, 2019 (12 months)

#### **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to on the Bidsync Q/A area or :

#### **PURCHASING CONTACT** :

Connie Singleton  
 Senior Purchasing Agent  
 901 South Austin Avenue  
 Georgetown, Texas 78626  
 csingleton@wilco.org  
 512-943-1553

#### **TECHNICAL CONTACT** :

Pete Correa  
 Executive Assistant to Commissioner Pct. No. 4  
 350 Exchange Boulevard, Suite 100  
 Hutto, TX 78634  
 (512) 846-1190

Bidders shall neither contact nor lobby Williamson County employees, officers or agents during the bid process. Attempts by Bidders to contact and/or influence Williamson County employees, officers or agents may result in disqualification of Bid.

#### **Item Response Form**

Item	1509-014--01-01 · Amount for First Lease Period of one year for 1 Acre
Quantity	343 acre
Unit Price	<input type="text"/>
Delivery Location	Williamson County, Texas
	<u>No Location Specified</u>
	Qty 343

**Description**

ATTACH ALL OTHER REQUIRED FORMS TO THIS LINE ITEM WITH PRICING

Lease Period of one year

**The Bidder's Per Acre Rental Bid Amount will be multiplied by 343 acres and the sum shall serve as the Total Rent Amount for the First Lease Period.\***

**The Total Rent Amount for the First Lease Period will be paid in two equal installments in accordance with the terms of the Farm and Grazing Lease.**

\*Bidder must insert the Bidder's "per acre rental bid amount" on the line item or if paper bid on the blank line under the category "Per Acre Rental Bid Amount". Bidder must only propose a cash rent amount since Williamson County is not accepting crop share Bids or any combination of crop share and cash rental Bids.

Following the First Lease Period, the Total Rent Amount for the successive Lease Periods may be adjusted in accordance with the Consumer Price Index Adjustment provision set out in the Farm and Grazing Lease.



## Attachment 1

### PREMISES

Being 78.295 acres of the J.F. FERGUSON SURVEY, ABSTRACT NO. 231, in Williamson County, Texas, the same tract called 77 5/6 acres in a deed to H.N. Gattis which is recorded in Volume 349, Page 186, Deed Records of Williamson County, Texas.

BEGINNING at an iron pin set North of a cut off power pole fence corner post, in the South line of County Road 131, at the present Northwest corner of the said 77 5/6 acre tract, as fenced.

THENCE with the South line of County Road 131, N 70°12'15" E 732.88 feet to set an iron pin North of a cedar post. A post at a fence corner in the North line of County Road 131 bears N 75°21'30" W. 54.5 feet.

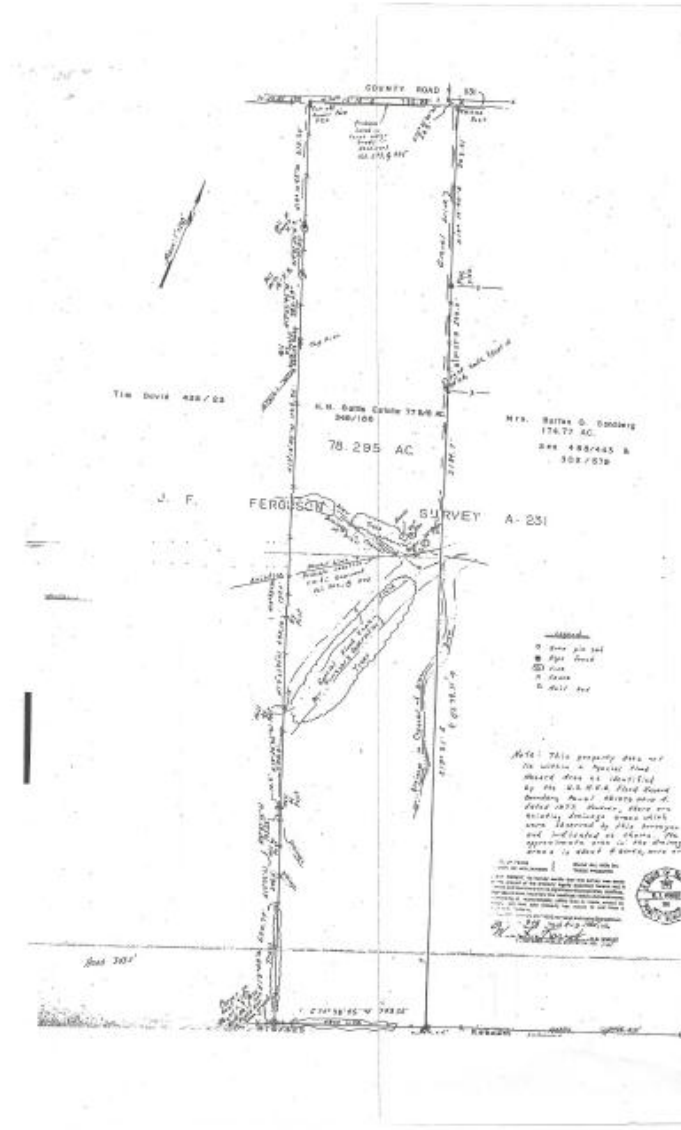
THENCE S 19°14'40" E 903.61 feet to a pipe found at a fence corner, join and follow along or near a section of fence, S 19°27' E 533.0 feet to a post at the Southwest corner of the fence which is South and East of a 24 inch Hackberry, continuing with an unfenced line, S 19°31' E 3184.7 feet to a pipe found in the North line of a 125.00 acre tract survey for Kenneth Johnson to convey to John Noren.

THENCE along or near an old fence and tree line, S 70°38'45" W 749.5 feet to a point near the East side of a Hackberry, 1.3 feet Southerly from a 60 penny nail set in a fence corner post 3 feet from the ground.

THENCE with a fence N 19°09' W 600.79 feet to a nail set North of a tree line, and N 19°02' W 298.2 feet to a nail set by a post. From this point fence departs this line Northwesterly.

THENCE N 18°37'15" W 195.28 feet to set a nail at a fence corner on the East end of an offset in the fence which crosses a drainage area. Another nail set at the West end of the offset bears Westerly 12.5 feet.

THENCE with a fence, N 19°20'35" W 500.00 feet to a nail set about 15 feet North of a creek, N 19°22'40" W 442.13 feet, a nail set by a post, N 19°33'05" W 197.0 feet, a nail set under a power line, N 19°18'55" W 1136.56 feet to a nail set by the most Southerly of two brace posts near the top of a hill, N 19°23'45" W 385.69 feet, a nail set North of an 18 inch Hackberry, N 19°07'25" W 249.83 feet, a nail set North of a clump of hackberry, and N 19°10'55" W 610.30 feet to the POINT OF BEGINNING.



BEING 82.98 ACRES OF LAND OUT OF THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS THE "THIRD TRACT" IN THE PARTITION DEED RECORDED IN VOLUME 302, PAGE 302, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron rod found at the northeast corner hereof in the south line of County Road 131, said point also being the northwest corner of that certain 32.766 acre tract of land described in a deed to Wallace Saggern recorded in Volume 2533, Page 344, Official Records of Williamson County;

THENCE S 19° 00' 00" E a distance of 4163.42 feet to a 5" X 8" cornerstone at the southeast corner hereof;

THENCE with the north line of that certain 79.94 acre tract of land described in a deed to Williamson County recorded as Document No. 9543954 in the Official Records of Williamson County, the following described two (2) courses and distances:

- 1) S 37° 50' 58" W a distance of 399.98 feet to an iron rod found, and;
- 2) S 73° 15' 15" W a distance of 247.60 feet to an iron rod found in the east line of that certain 11.56 acre tract of land described in a deed to Jimmie R. Dentler recorded as Document No. 9539560 in the Official Records of Williamson County;

THENCE N 18° 46' 32" W a distance of 110.15 feet to an iron rod found at the northeast corner of said 11.56 acre tract;

THENCE S 67° 21' 49" W a distance of 252.44 feet to an iron rod found at an "L" corner of said 11.56 acre tract, said iron rod being the southwest corner hereof;

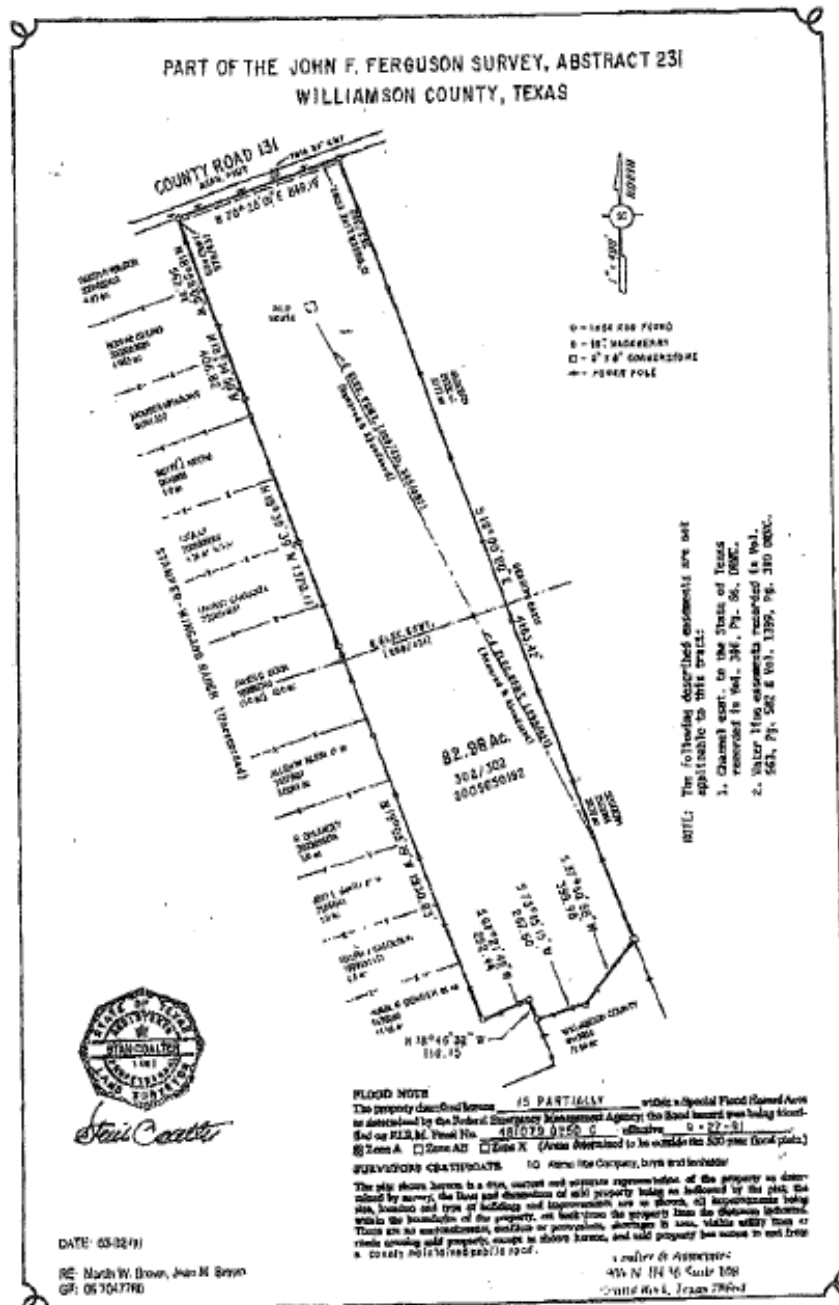
THENCE with the west line hereof, the following described four courses and distances:

- 1) N 19° 03' 19" W a distance of 1930.83 feet to an iron rod found in the east line of that certain 10.00 acre tract described in a deed to James C. Cook recorded as Document No. 199980240, Official Records, Williamson Co.;
- 2) N 19° 39' 39" W a distance of 1370.11 feet to an 18" dia. hackberry in the

east line Mouser Meadows, a subdivision of record filed in Cabinet "S",  
Slide 351, Plat Records of Williamson County;

- 3) N 18° 34' 50" W a distance of 406.82 feet to a hackberry in the east line  
of that certain 4.962 acre tract described in a deed to Bonnie Billing  
recorded as Document No. 2000083698, Official Records, Williamson  
County, and;
- 4) N 18° 58' 06" W a distance of 562.71 feet to an iron rod found at the  
northwest corner hereof in the south line of County Road 131, said iron  
rod also being the northeast corner of that certain 4.95 acre tract of land  
described in a deed to Timothy Wilson recorded as Document No.  
2004052453 in the Official Records of Williamson County;

THENCE N 70° 28' 01" E a distance of 848.19 feet with the south line of County Road 131 to  
the Place of Beginning, containing 82.98 acres of land.



## PROPERTY DESCRIPTION

DESCRIPTION OF A 182.239 ACRE (7,938,316 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE TRACT BEING ALL OF THAT CALLED 32.766 ACRE TRACT OF LAND (TRACT I) CONVEYED TO WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2533, PAGE 344 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO ALL OF THAT CALLED 149.496 ACRE TRACT OF LAND (TRACT II) CONVEYED TO SAID WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2297, PAGE 721 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT I AND TRACT II BEING REMAINDER PORTIONS OF THAT CALLED BLOCK 3 (92 5/6 ACRES) DESCRIBED IN VOLUME 76, PAGE 572, AND BLOCK 4 (90 1/3 ACRES) DESCRIBED IN VOLUME 76, PAGE 556 AND QUALIFIED IN DEED OF PARTITION AND CONTRACT BY INSTRUMENT RECORDED IN VOLUME 84, PAGE 410, ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE (7,938,316 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found in the ostensible southerly Right-of-Way (ROW) line of County Road 131, being the northeasterly corner of that called 82.98 acre tract of land (remainder portion of 90 1/3 acre Block 2 of said partition) conveyed to Hutto 82 Partners, Ltd. by instrument recorded in Document No. 2007047905 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of said 32.766 acre Tract I, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract of land, and from which a 1/2" iron rod found in said ostensible southerly ROW line for the northwesterly corner said 82.98 acre tract bears S 67°48'51" W, at distance of 848.21 feet;

- 1) **THENCE**, with said ostensible southerly ROW line, **N 68°01'18" E**, for distance of 313.51 feet to a 1/2" iron rod found, being the northeasterly corner of said Tract I, also being the northwesterly corner of said 149.496 acre Tract II, for an angle point herein;
- 2) **THENCE**, departing said Tract I, continuing with said ostensible southerly ROW line, **N 68°06'49" E**, passing at an approximate distance of 562.3 feet, a point in the common boundary line between said Block 3 and said Block 4, and continuing for a total distance of 1410.92 feet to a 3/8" iron rod found, being the northeasterly corner of said Tract II (northeasterly corner of said Block 4), also being the northwesterly corner of that called 78.295 acre tract of land (remainder portion of that called 77 5/6 acre Block 5) conveyed to Steven L. Armus by instrument recorded in Document No. 2006065537 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;
- 3) **THENCE**, departing said ostensible southerly ROW line, with the common boundary line between said Tract II and said 78.295 acre tract, **S 21°34'43" E** for a distance of 4615.41 feet to an iron rod set with aluminum cap stamped "WILCO", being the southwesterly corner of said 78.295 acre tract, also being the southeasterly corner of said Tract II in the northerly boundary line of that called 123.552 acre tract of land conveyed to the County of Williamson, Texas by instrument recorded in Document No. 9654009 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, a called for 60D nail in fence corner post was found in post now fallen over, and from which a called for 1/4" ID pipe found for the southeasterly corner of said 78.295 acre tract bears **N 68°16'52" E**, at distance of 749.56 feet;
- 4) **THENCE**, with the common boundary line of said Tract II and said 123.552 acre tract, **S 68°16'52" W**, passing at a distance of 518.28 feet, a 60d nail found 1.06' north of line, passing at an approximate distance of 849.2 feet, the common boundary corner between said Block 4 and said Block 3, passing at a distance of 1102.35 feet, a 1 1/2" ID iron pipe found (0.85 feet north of line) for the called for northwesterly corner of said 123.552 acre tract and the northeasterly corner of that called 79.94 acre tract of land conveyed to Williamson County, Texas by instrument recorded in Document No. 2009039213 of the Official Public Records of Williamson County, Texas, and continuing with the common boundary line of said Tract II and said 79.94 acre tract for a total distance of 1411.79 feet to a calculated point, being the southwesterly corner of said Tract II, also being the southeasterly corner of said Tract I, from which a 1/2" iron rod found bears **S 21°34'04" E**, at distance of 0.62 feet;

- 5) **THENCE**, departing said Tract II, with the common boundary line of said Tract I and said 79.94 acre tract, continuing **S 68°16'52" W** for a distance of **305.65** feet to a 1/2" iron rod found for the southwesterly corner of said Tract I, same being the southwesterly corner of said Block 3, also being an ell corner in the northerly boundary line of said 79.94 acre tract, for the southwesterly corner of the herein described tract;
- 6) **THENCE**, continuing with the common boundary line of said Tract I and said 79.94 acre tract **N 21°39'55" W**, for a distance of **446.57** feet to a 5"X8" stone found, being an angle point in the northerly boundary line of said 79.94 acre tract, also being the southeasterly corner of said 82.98 acre tract;
- 7) **THENCE**, departing said 79.94 acre tract, with the common boundary line between said Tract I and said 82.98 acre tract **N 21°39'55" W**, for a distance of **4163.29** feet to the **POINT OF BEGINNING**, containing 182.239 acres (7,938,316 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*Lawrence M. Russo*  
 Lawrence M. Russo  
 Registered Professional Land Surveyor No. 5050  
 Inland Geodetics, LLC  
 Firm Registration No. 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681  
 512-238-1200

Date

*02/02/2015*



SA\_WILLIAMSON COUNTY\CR 131-SEGGERN PROPERTY\FINAL









## **FARM AND GRAZING LEASE**

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON           §

THIS FARM AND GRAZING 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 [REDACTED], 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 three (3) tracts of land containing approximately **343 acres**, more or less, situated in Williamson County, Texas, as described in Exhibits "A-1", "A-2" and "A-3" (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, commencing on the 1<sup>st</sup> day of December, 2015 (the "Commencement Date") and terminating on the 30<sup>th</sup> day of November, 2019 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

<b>First Lease Period:</b>	<b>December 1, 2015 to November 30, 2016 (12 months)</b>
<b>Second Lease Period:</b>	<b>December 1, 2016 to November 30, 2017 (12 months)</b>
<b>Third Lease Period:</b>	<b>December 1, 2017 to November 30, 2018 (12 months)</b>
<b>Fourth Lease Period:</b>	<b>December 1, 2018 to November 30, 2019 (12 months)</b>

### **ARTICLE 2: RENT; PAYMENT OF RENT**

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$ [REDACTED] for the First Lease Period.
- B. Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will be adjusted on the first day of each successive Lease Period (the "Adjustment Date") to reflect increases in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be

determined by multiplying the rental amount paid during the First Lease Period ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the annual anniversary date of the current Lease Period and the denominator of which is the index number for the first month of the First Lease Period. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Lease Period will never be less than the Initial Base Rent.

- C. 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 December 31<sup>st</sup> and the second installment being due on or before November 30<sup>th</sup>.
- D. 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. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes).

### **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 and/or grazing cattle, together with all other purposes and activities usually and customarily associated with a farming and/or cattle operation in Williamson County, Texas and . Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops, grazing of cattle or to alter the Premises, including clearing new roads, moving existing fences or erecting any new 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 may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

#### **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 a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.

**B.** In relation to farming operations, 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.

**C.** In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.

**D.** Keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.

**E.** 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.

**F.** Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

**G.** 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.

**H.** 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.

**I.** 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.

**J.** 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, upon 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 (10<sup>th</sup>) 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 owing as of the date of termination, on a pro-rata basis, 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 LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, 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 LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED 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 LEASED 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 LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED 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 LEASED 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 LEASE OF THE LEASED 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 AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED 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-1"**

Being 78.295 acres of the J.F. FERGUSON SURVEY, ABSTRACT NO. 231, in Williamson County, Texas, the same tract called 77 5/6 acres in a deed to H.N. Gattis which is recorded in Volume 349, Page 186, Deed Records of Williamson County, Texas.

BEGINNING at an iron pin set North of a cut off power pole fence corner post, in the South line of County Road 131, at the present Northwest corner of the said 77 5/6 acre tract, as fenced.

THENCE with the South line of County Road 131, N 70°12'15" E 732.88 feet to set an iron pin North of a cedar post. A post at a fence corner in the North line of County Road 131 bears N 75°21'30" W. 54.5 feet.

THENCE S 19°14'40" E 903.61 feet to a pipe found at a fence corner, join and follow along or near a section of fence, S 19°27' E 533.0 feet to a post at the Southwest corner of the fence which is South and East of a 24 inch Hackberry, continuing with an unfenced line, S 19°31' E 3184.7 feet to a pipe found in the North line of a 125.00 acre tract survey for Kenneth Johnson to convey to John Noren.

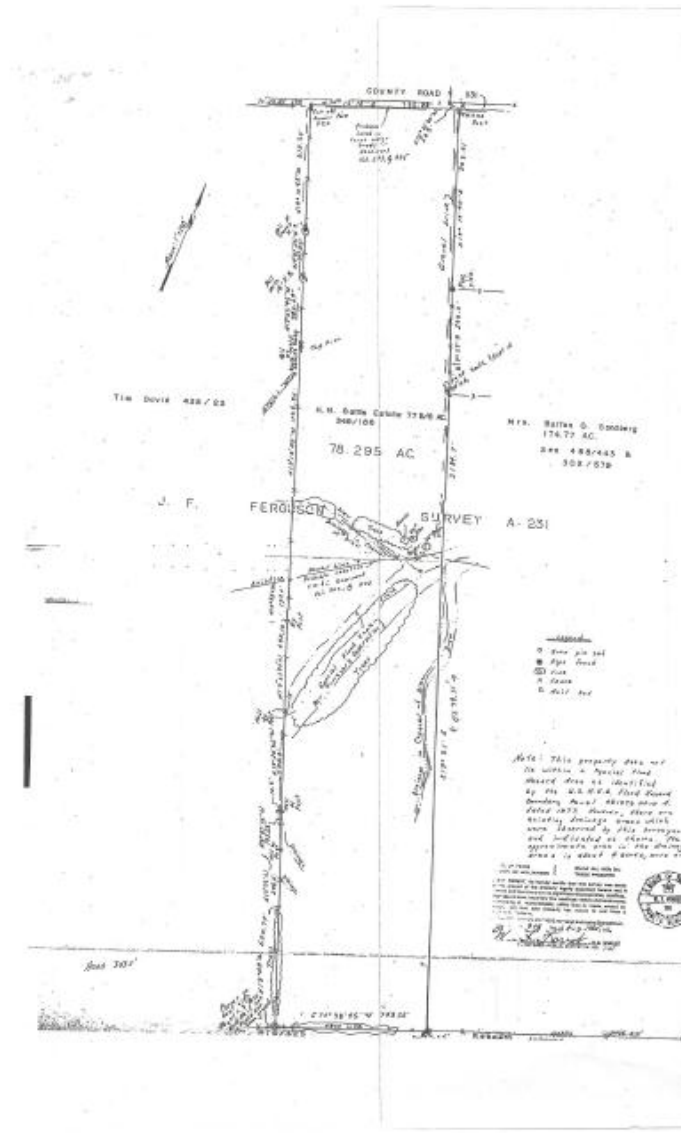
THENCE along or near an old fence and tree line, S 70°38'45" W 749.5 feet to a point near the East side of a Hackberry, 1.3 feet Southerly from a 60 penny nail set in a fence corner post 3 feet from the ground.

THENCE with a fence N 19°09' W 600.79 feet to a nail set North of a tree line, and N 19°02' W 298.2 feet to a nail set by a post. From this point fence departs this line Northwesterly.

THENCE N 18°37'15" W 195.28 feet to set a nail at a fence corner on the East end of an offset in the fence which crosses a drainage area. Another nail set at the West end of the offset bears Westerly 12.5 feet.

THENCE with a fence, N 19°20'35" W 500.00 feet to a nail set about 15 feet North of a creek, N 19°22'40" W 442.13 feet, a nail set by a post, N 19°33'05" W 197.0 feet, a nail set under a power line, N 19°18'55" W 1136.56 feet to a nail set by the most Southerly of two brace posts near the top of a hill, N 19°23'45" W 385.69 feet, a nail set North of an 18 inch Hackberry, N 19°07'25" W 249.83 feet, a nail set North of a clump of hackberry, and N 19°10'55" W 610.30 feet to the POINT OF BEGINNING.

## Exhibit "A-1"



**Exhibit "A-2"**

BEING 82.98 ACRES OF LAND OUT OF THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS THE "THIRD TRACT" IN THE PARTITION DEED RECORDED IN VOLUME 302, PAGE 302, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron rod found at the northeast corner hereof in the south line of County Road 131, said point also being the northwest corner of that certain 32.766 acre tract of land described in a deed to Wallace Saggern recorded in Volume 2533, Page 344, Official Records of Williamson County;

THENCE S 19° 00' 00" E a distance of 4163.42 feet to a 5" X 8" cornerstone at the southeast corner hereof;

THENCE with the north line of that certain 79.94 acre tract of land described in a deed to Williamson County recorded as Document No. 9543954 in the Official Records of Williamson County, the following described two (2) courses and distances:

- 1) S 37° 50' 58" W a distance of 399.98 feet to an iron rod found, and;
- 2) S 73° 15' 15" W a distance of 247.60 feet to an iron rod found in the east line of that certain 11.56 acre tract of land described in a deed to Jimmie R. Dentler recorded as Document No. 9539560 in the Official Records of Williamson County;

THENCE N 18° 46' 32" W a distance of 110.15 feet to an iron rod found at the northeast corner of said 11.56 acre tract;

THENCE S 67° 21' 49" W a distance of 252.44 feet to an iron rod found at an "L" corner of said 11.56 acre tract, said iron rod being the southwest corner hereof;

THENCE with the west line hereof, the following described four courses and distances:

- 1) N 19° 03' 19" W a distance of 1930.83 feet to an iron rod found in the east line of that certain 10.00 acre tract described in a deed to James C. Cook recorded as Document No. 199980240, Official Records, Williamson Co.;
- 2) N 19° 39' 39" W a distance of 1370.11 feet to an 18" dia. hackberry in the

**Exhibit "A-2"**

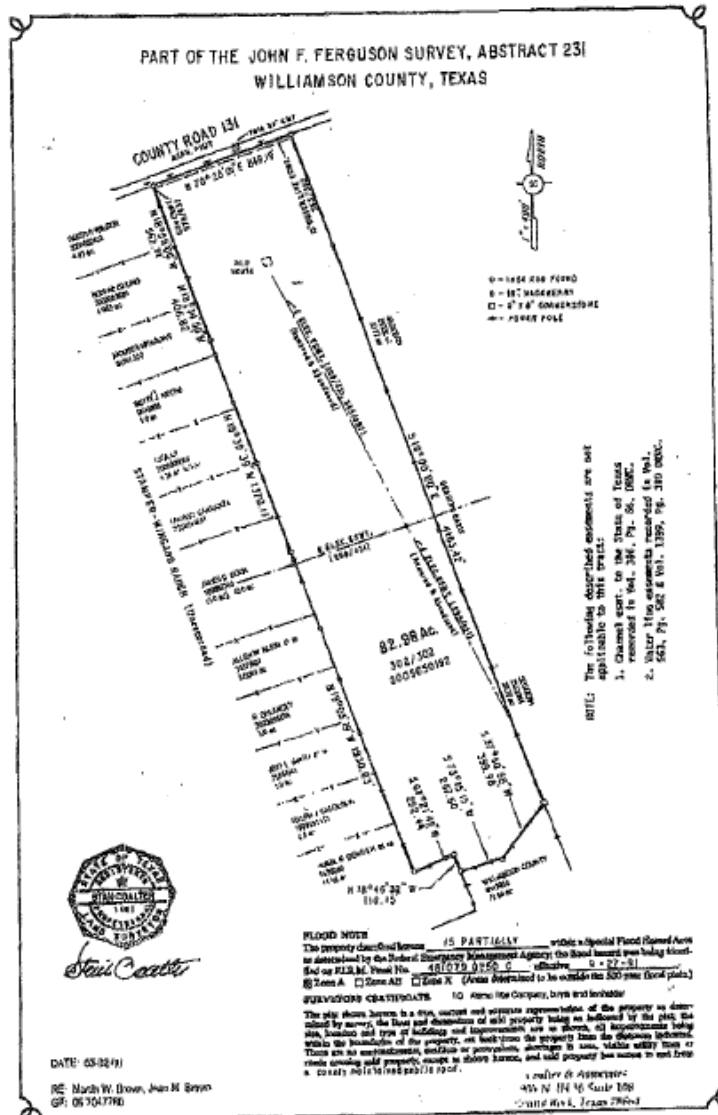
east line Mouser Meadows, a subdivision of record filed in Cabinet "S",  
Slide 351, Plat Records of Williamson County;

- 3) N 18° 34' 50" W a distance of 406.82 feet to a hackberry in the east line  
of that certain 4.962 acre tract described in a deed to Bonnie Billing  
recorded as Document No. 2000083698, Official Records, Williamson  
County, and;
- 4) N 18° 58' 06" W a distance of 562.71 feet to an iron rod found at the  
northwest corner hereof in the south line of County Road 131, said iron  
rod also being the northeast corner of that certain 4.95 acre tract of land  
described in a deed to Timothy Wilson recorded as Document No.  
2004052453 in the Official Records of Williamson County;

THENCE N 70° 28' 01" E a distance of 848.19 feet with the south line of County Road 131 to  
the Place of Beginning, containing 82.98 acres of land.



## Exhibit "A-2"



## Exhibit "A-3"

### PROPERTY DESCRIPTION

DESCRIPTION OF A 182.239 ACRE (7,938,316 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE TRACT BEING ALL OF THAT CALLED 32.766 ACRE TRACT OF LAND (TRACT I) CONVEYED TO WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2533, PAGE 344 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO ALL OF THAT CALLED 149.496 ACRE TRACT OF LAND (TRACT II) CONVEYED TO SAID WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2297, PAGE 721 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT I AND TRACT II BEING REMAINDER PORTIONS OF THAT CALLED BLOCK 3 (92 5/6 ACRES) DESCRIBED IN VOLUME 76, PAGE 572, AND BLOCK 4 (90 1/3 ACRES) DESCRIBED IN VOLUME 76, PAGE 556 AND QUALIFIED IN DEED OF PARTITION AND CONTRACT BY INSTRUMENT RECORDED IN VOLUME 84, PAGE 410, ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE (7,938,316 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found in the ostensible southerly Right-of-Way (ROW) line of County Road 131, being the northeasterly corner of that called 82.98 acre tract of land (remainder portion of 90 1/3 acre Block 2 of said partition) conveyed to Hutto 82 Partners, Ltd. by instrument recorded in Document No. 2007047905 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of said 32.766 acre Tract I, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract of land, and from which a 1/2" iron rod found in said ostensible southerly ROW line for the northwesterly corner said 82.98 acre tract bears S 67°48'51" W, at distance of 848.21 feet;

- 1) **THENCE**, with said ostensible southerly ROW line, N 68°01'18" E, for distance of 313.51 feet to a 1/2" iron rod found, being the northeasterly corner of said Tract I, also being the northwesterly corner of said 149.496 acre Tract II, for an angle point herein;
- 2) **THENCE**, departing said Tract I, continuing with said ostensible southerly ROW line, N 68°06'49" E, passing at an approximate distance of 562.3 feet, a point in the common boundary line between said Block 3 and said Block 4, and continuing for a total distance of 1410.92 feet to a 3/8" iron rod found, being the northeasterly corner of said Tract II (northeasterly corner of said Block 4), also being the northwesterly corner of that called 78.295 acre tract of land (remainder portion of that called 77 5/6 acre Block 5) conveyed to Steven L. Armus by instrument recorded in Document No. 2006065537 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;
- 3) **THENCE**, departing said ostensible southerly ROW line, with the common boundary line between said Tract II and said 78.295 acre tract, S 21°34'43" E for a distance of 4615.41 feet to an iron rod set with aluminum cap stamped "WILCO", being the southwesterly corner of said 78.295 acre tract, also being the southeasterly corner of said Tract II in the northerly boundary line of that called 123.552 acre tract of land conveyed to the County of Williamson, Texas by instrument recorded in Document No. 9654009 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, a called for 60D nail in fence corner post was found in post now fallen over, and from which a called for 1/4" ID pipe found for the southeasterly corner of said 78.295 acre tract bears N 68°16'52" E, at distance of 749.56 feet;
- 4) **THENCE**, with the common boundary line of said Tract II and said 123.552 acre tract, S 68°16'52" W, passing at a distance of 518.28 feet, a 60d nail found 1.06' north of line, passing at an approximate distance of 849.2 feet, the common boundary corner between said Block 4 and said Block 3, passing at a distance of 1102.35 feet, a 1 1/2" ID iron pipe found (0.85 feet north of line) for the called for northwesterly corner of said 123.552 acre tract and the northeasterly corner of that called 79.94 acre tract of land conveyed to Williamson County, Texas by instrument recorded in Document No. 2009039213 of the Official Public Records of Williamson County, Texas, and continuing with the common boundary line of said Tract II and said 79.94 acre tract for a total distance of 1411.79 feet to a calculated point, being the southwesterly corner of said Tract II, also being the southeasterly corner of said Tract I, from which a 1/2" iron rod found bears S 21°34'04" E, at distance of 0.62 feet;

**Exhibit "A-3"**

- 5) **THENCE**, departing said Tract II, with the common boundary line of said Tract I and said 79.94 acre tract, continuing **S 68°16'52" W** for a distance of **305.65** feet to a 1/2" iron rod found for the southwesterly corner of said Tract I, same being the southwesterly corner of said Block 3, also being an ell corner in the northerly boundary line of said 79.94 acre tract, for the southwesterly corner of the herein described tract;
- 6) **THENCE**, continuing with the common boundary line of said Tract I and said 79.94 acre tract **N 21°39'55" W**, for a distance of **446.57** feet to a 5"x8" stone found, being an angle point in the northerly boundary line of said 79.94 acre tract, also being the southeasterly corner of said 82.98 acre tract;
- 7) **THENCE**, departing said 79.94 acre tract, with the common boundary line between said Tract I and said 82.98 acre tract **N 21°39'55" W**, for a distance of **4163.29** feet to the **POINT OF BEGINNING**, containing 182.239 acres (7,938,316 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

  
 Lawrence M. Russo  
 Registered Professional Land Surveyor No. 5050  
 Inland Geodetics, LLC  
 Firm Registration No. 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681  
 512-238-1200

Date 02/02/2015



S:\\_WILLIAMSON COUNTY\CR 131-SEGGERN PROPERTY\FINAL

[illegible]

## BID SUBMISSION

Williamson County uses **BidSync** to distribute and receive bids and proposals. Bids can be submitted electronically through BidSync or by hard copy. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**If mailed or delivered in person**, Bids and Bid addenda are to be delivered **in sealed** envelope on or **before the submittal deadline**, as noted in the Cover Page – ‘Public Announcement and General Information’ listed above for this IFB, to:

Williamson County Purchasing Department

Attn: **BID NAME AND NUMBER**

901 South Austin Avenue

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 should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note “Sealed Bid Enclosed.”

**REFERENCES:** Williamson County requires Bidder to supply with his/her/its Bid a list of at least **three (3) Agricultural References** from whom Bidder has leased farm and/or ranch land from in the past five (5) years with names, addresses, and phone numbers for each reference (If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many **leasing references** as he/she/it can provide).

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All Bids should be submitted on the forms provided in this Invitation for Bid. Changes to forms made by Bidder may disqualify their Bid.

**LATE BID:** Bids 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 Bidder 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 Bidder's ability to meet these minimum standards listed above.

## AWARD

**THIRTY DAYS:** Award of the bid to the highest and best bidder should be made within approximately thirty (30) days after the bid 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 Bids for the offering covered in this Bid request, 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.

**CONTRACT/LEASE AGREEMENT:** The Selected Bidder's Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the Selected Bidder and Williamson County.

The Selected Bidder shall be required to execute a formal Farm and Grazing Lease at the County's offices in Georgetown, Texas within ten (10) days after the Bidder has been notified that it/he/she has been selected to be recommended to the Commissioners' Court for award. Said Farm and Grazing Lease shall be in the same form as the lease that is attached hereto and marked **Attachment 2**, Farm and Grazing Lease. The only anticipated changes in the attached Farm and Grazing Lease will be to include additional exhibits, to fill in blanks to identify the Selected Bidder as the Lessee, insert terms relating to the rent, and/or to revise the Farm and Grazing Lease to accommodate corrections and changes required by the County.

**Bidders should raise any questions regarding the terms of the attached Farm and Grazing Lease in the form of written questions or submittals, prior to the deadline for the submittal of Bids.** Because the signed Farm and Grazing Lease will be substantively and substantially derived from the attached Farm and Grazing Lease, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Farm and Grazing Lease **before** submitting a Bid. **Again, the attached Farm and Grazing Lease contains important legal provisions and is considered part and parcel of this Invitation for Bids. Failure or refusal to execute the attached Farm and Grazing Lease within the said time period shall be grounds for the County to revoke selection of a Bidder and select another Bidder.**

If, after the Bidder executes the Farm and Grazing Lease, there is a conflict between the terms and conditions of this contract and the Farm and Grazing Lease, the terms and condition of the Farm and Grazing Lease shall control.

## MISCELLANEOUS

**FIRM PRICING:** The leased premises, described in **Attachment 1 and in** the attached Farm and Grazing Lease is to be on a "per acre per lease period" basis, stating a firm cash rental amount for the First Lease Period. Bids which do not state fixed firm cash per acre rental amount price for the First Lease Period, or which are subject to change without notice, will not be considered. **Please note that following the First Lease Period, the Total Rent Amount for the successive Twelve Month Lease Periods may be adjusted in accordance with the Consumer Price Index Adjustment provision set out in the Farm and Grazing Lease.**



**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 Bid Packages and/or Bid Instructions/Requirements.

**PAYMENT:** The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before December 31<sup>st</sup> and the second installment being due on or before November 30<sup>th</sup>.

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.

**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 Vendors, Bidders and Propers 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](http://wcportals.wilco.org/Interest_Conflict/index.html)

***The Williamson County Conflict of Interest Statement is attached for download. This form must be completed, signed, and submitted with your Bid. If bidding through Bidsync attach this completed form to the line item.***

Each Bidder must also 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 regarding the lease 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 rejection of Bidder's Bid or future termination of the Farm and Grazing Lease. Williamson County will decide, in its sole discretion, 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.

**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.

**DOCUMENTATION:** Bidder shall provide with his/her/its Bid, all documentation required by this IFB. Failure to provide this information may result in rejection of the Bid.

**TERMINATION FOR DEFAULT:** In addition to the termination rights set forth in the Farm and Grazing 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 Bidder in terms of specifications shall be a basis for the termination of the Farm and Grazing Lease by the County.

**VOLUNTARY TERMINATION:** Williamson County or Selected Bidder (referred to as Lessee in the Farm and Grazing Lease) may terminate any contract resulting from this IFB and the Farm and Grazing Lease, without cause and for convenience, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination, the Selected Bidder/Lessee will surrender the premises peaceably to Williamson County and pay Williamson County all rental amounts that are owing, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Selected Bidder/Lessee exercises its right to terminate pursuant to this provision, Williamson County shall be obligated to reimburse Selected Bidder/Lessee, 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.

**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 the Purchasing Contact 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.

**COMPLIANCE WITH LAWS:** The Selected Bidder 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 Bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**INSPECTION OF PREMISES:** **THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”.** Bidders are encouraged to inspect the premises being offered for lease under this Invitation for Bids prior to submitting a bid. Please contact the Technical Contact referenced above to schedule a time to inspect the premises. Bidder further acknowledges and agrees that having been given the opportunity to inspect the premises, bidder is relying solely on its own investigation of the premises and not on any information provided or to be provided by Williamson County.

**SOIL TEST:** During the last month of the First Lease Period of the Term, Williamson County may, at its discretion, obtain a Soil Test. The results of a Soil Test will be discussed with the Selected Bidder and Selected Bidder must employ necessary agronomic and conservation techniques to improve the premises. In the event Selected Bidder fails to employ necessary agronomic and conservation techniques to improve the premises, such failure will constitute a breach hereunder and under the Farm and Grazing Lease and Williamson County may exercise its rights under the Farm and Grazing Lease. Furthermore, any failure of Selected Bidder to employ necessary agronomic and conservation techniques to improve the premises will, to the extent allowed by



law, be considered by Williamson County in relation to any future lease offerings of the premises should Selected Bidder submit a bid, proposal or offer to lease the premises.

**LIMITATIONS OF WARRANTIES:** WILLIAMSON COUNTY 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 BEING OFFERED FOR LEASE (THE "LEASED PREMISES"), INCLUDING, WITHOUT LIMITATION, STRUCTURES ON THE LEASED PREMISES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH A LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, 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 LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES. BY SUBMITTING A BID IN RESPONSE TO THIS IFB, THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, HE/SHE/IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WILLIAMSON COUNTY. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT WILLIAMSON COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

BIDDER FURTHER ACKNOWLEDGES AND AGREES, BY RESPONDING TO THIS IFB, THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". BIDDER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THE FARM AND GRAZING LEASE.

**BID AFFIDAVIT****This form must be completed, signed, notarized and returned with Bid package**

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 Respondent*) and have been duly authorized

to execute the foregoing on behalf of the said

(*Name of Respondent*).

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 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

The State of

## Farm and Grazing Lease – Landfill CR 131 Hutto

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local government</b>		<b>Form CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>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.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person doing business with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b></p> <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 20px;"> <input type="checkbox"/> </div> <div> <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(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.)</p> </div> </div>		
<p><b>3</b> Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>		
<p><b>4</b> 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.</p>		

## Farm and Grazing Lease – Landfill CR 131 Hutto

**CONFLICT OF INTEREST QUESTIONNAIRE**  
 For vendor or other person doing business with local government

**Form CIQ**  
**Page 2**
**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 other 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 receiving 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 governmental entity?

☐

Yes

☐

No

C. Is the filer of this 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 conflict of interest:

**7**

\_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

**WILLIAMSON COUNTY BID FORM**  
**FARM AND GRAZING LEASE**  
**343 ACRES AGRICULTURAL LAND**  
**LOCATED NEAR COUNTY ROAD 131, HUTTO, TEXAS**

**BID NUMBER: 1509-014**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: \_\_\_\_\_

**PER ACRE RENTAL BID FOR FIRST LEASE PERIODS:**

Lease Period	APPROXIMATE ACREAGE	PER ACRE RENTAL BID AMOUNT*	Total Rent Amount for First Lease Period
First Lease Period	343 Acres, more or less	\$ _____ * Per Acre	The Bidder's Per Acre Rental Bid Amount will be multiplied by 343 acres and the sum shall serve as the Total Rent Amount for the First Lease Period.* The Total Rent Amount for the First Lease Period will be paid in two equal installments in accordance with the terms of the Farm and Grazing Lease.

**\*Bidder must insert the Bidder's "per acre rental bid amount" on the blank line under the category "Per Acre Rental Bid Amount" above. Bidder must only propose a cash rent amount since Williamson County is not accepting crop share Bids or any combination of crop share and cash rental Bids. Following the First Lease Period, the Total Rent Amount for the successive Lease Periods may be adjusted in accordance with the Consumer Price Index Adjustment provision set out in the Farm and Grazing Lease.**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, Special Provisions and Farm and Grazing Lease attached hereto as **Attachment 2**, for the amount(s) shown on the accompanying Bid sheet(s). By signing below, you have read the entire document and agree to the terms contained in this IFB and the Farm and Grazing Lease attached hereto as **Attachment 2**.

\_\_\_\_\_  
 Signature of Person Authorized to Sign Bid

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 BID**

## Question and Answers for Bid #1509-014 - Farm and Grazing Lease 343 Acres Agricultural Land Near CR131 Hutto TX

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session****33.****Meeting Date:** 10/06/2015

extension TAC Risk Management Pool Auto Liability and Physical Damage and Public Official Liability

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving extension for Auto Liability, Auto Physical Damage and Public Officials Liability under the Texas Association of Counties Risk Management Pool through September 30, 2016.

**Background**

This extension will be for the same terms and conditions as the existing policies, however, there will be an annual rate increase of \$6,080 due to an increase in the number of vehicles covered by the Auto coverage and an increase in the number of employees covered by Public Official Liability. The new premium will be \$428,582.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[extension docs](#)[invoice](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 09/30/2015

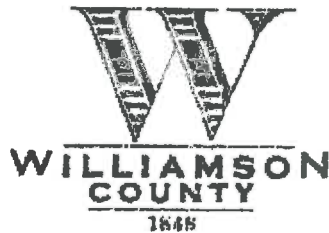
**Reviewed By**

Wendy Coco

**Date**

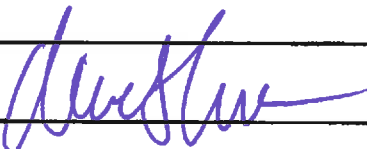
09/30/2015 02:46 PM

Started On: 09/29/2015 11:37 AM



### WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

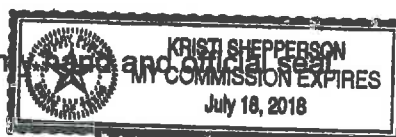
I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the supplier to fully comply with the rates, terms and conditions for the policies associated with the Texas Association of Counties Risk Management Pool and any extension thereof, if applicable. **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.**

Printed name of person submitting affidavit: <u>Micahel Shannon</u>
Title/Representative Capacity: <u>Assistant Director</u>
Name of Company: <u>Texas Association of Counties</u>
Date: <u>September 17,</u> _____, 20 <u>15</u>
Signature of person submitting affidavit: <u></u>

Notarized:

On this, the 17<sup>th</sup> day of September, 2015, before me a notary public, the undersigned officer, personally appeared Michael Shannon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal







**AGREEMENT TO EXTEND AUTO LIABILITY, AUTO PHYSICAL DAMAGE, AND PUBLIC OFFICIALS LIABILITY UNDER TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL**

Texas Association of Counties wishes to extend the following policies with Williamson County for the same terms and conditions as the existing policy, but with an annual rate increase of \$6,080 for the contract period beginning October 1, 2015 through September 30, 2016. The rate increase is due to an increase in the number of vehicles covered by the auto coverage and an increase in the number of employees covered by public officials' liability. The new premium will be \$428,582.

**BY SIGNATURE BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Vendor Texas Association of Counties

Williamson County, 710 Main St., Georgetown, TX 78626

Name Michael Shannon

Dan A. Gattis

Title Assistant Director

Williamson County Judge

Signature 

Signature \_\_\_\_\_



August 12, 2015

Tara Raymore  
Williamson County Sr. Director of Human Resources  
901 S Austin Ave  
Georgetown, TX 78626-5821

Re: Williamson County – Liability Renewal

The Texas Association of Counties Risk Management Pool (TAC RMP) is pleased to present your Liability renewal for 2015. TAC RMP strives to provide its Members the most comprehensive coverage and service available. We appreciate your dedication to the Pool and we understand that protecting counties when they need it most is the most important detail when it comes to your coverage with TAC RMP.

We are excited to announce the following additions and changes have been made to the Liability Coverage effective October 2015:

TAC RMP is pleased to present the following Liability Coverage enhancements for 2015:

- **Cyber Liability:** The TAC RMP is excited to announce the addition of Cyber Liability coverage to the Public Officials Liability program effective May 1, 2015. This coverage is being added at no additional cost for all Members in the Public Officials Liability program! Coverage is provided for cyber security events as outlined in the document and includes privacy response expenses, which include costs incurred for notifications and theft protection services; regulatory proceedings and penalties. The coverage limits are as follows:
  - \$1,000,000 per claim with a \$1,000,000 aggregate
  - \$500,000 in the aggregate for Privacy Response Expenses
  - \$50,000 in the aggregate for Regulatory Penalties
  - \$100,000 for Claims Expenses

The new Cyber Liability program includes *exclusive* access to the TAC eRisk Hub.



This on-line portal provides a variety of free cyber security resources to assist in improving your county's information technology (IT) infrastructure against cyber breaches including:

- Self-assessment risk tools;
- White papers on various cyber topics such as HIPAA, data protection, cloud security;
- Sample policies for acceptable use, incident response, mobile computing, etc.; and
- Breach preparedness guides, vendor due diligence and more!

If you do not participate in the TAC RMP Public Officials Liability program, now is the time to start! Contact your Risk Management Consultant today to complete an application for coverage.

- **Back Wages:** Limits have been increased under your Public Officials Liability Coverage to \$50,000 per claim and \$100,000 aggregate at no additional cost.
- **Cyber Liability:** A Cyber Liability and Expense exclusion has been added to the Law Enforcement Liability, Auto Liability and General Liability Coverage due to the inclusion of this coverage in the TAC RMP Public Officials Liability program.
- **Garagekeeper's Liability Coverage:** This coverage will be included in the General Liability program effective May 1, 2015 at no additional cost. In addition, the sub-limit applicable to the coverage has been increased to \$50,000 per occurrence with a \$1,000 deductible.
- **Additional Insured Endorsements:** The TAC RMP's enabling legislation limits participation in the Pool only to political subdivisions. As a result, the TAC RMP cannot offer coverage to an entity that is not a political subdivision under Texas law, including as an Additional Insured. During the annual renewal process, each Member's coverage is being reviewed and any endorsements issued in error are being discontinued. The TAC RMP is able to name other entities as Loss Payees for instances where another entity holds a mortgage or lien on covered Liability, for example a building or vehicle.



Based on the renewal questionnaire you completed and returned, we have finalized your renewal and provided you the best coverage available. Please review your renewal and all attached schedules for accuracy. If you have any questions please do not hesitate to contact me for an onsite review. We feel that communication is the most important part of the renewal process of your coverage and we want you to reach out to use if you have any questions.

As always, if you have any question or updates that pertain to your coverage, please contact your Member Services Representative for assistance. We look forward to another successful year and we appreciate and thank you for your continued participation in TAC Risk Management Pool.

Sincerely,

A handwritten signature in black ink, appearing to read "T Kisel", is written over a faint, light blue circular background.

Todd Kisel

Risk Management Consultant



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

## INVOICE

Williamson County  
Attn: Tara Raymore  
901 S Austin Ave  
Georgetown TX, 78626-5821

Invoice Due Date: October 1, 2015

Invoice #: 10123

Coverage #: CAS-2460-20151001-1

Coverage Period: October 1, 2015 - October 1, 2016

Member Number: 2460

Contribution for the coverage below is now due.

Coverage	Invoice Number	Contribution Due
Auto Liability	NRCN-10123-AL	\$115,135
Auto Physical Damage	NRCN-10123-AP	\$88,935
Public Officials Liability	NRCN-10123-PO	\$224,512
<b>Total Due:</b>		<b>\$428,582</b>

## Payment Remittance Form

Williamson County  
Attn: Tara Raymore  
901 S Austin Ave  
Georgetown TX, 78626-5821

Invoice Due Date: October 1, 2015

Invoice Number	Contribution Due
NRCN-10123-AL	\$115,135
NRCN-10123-AP	\$88,935
NRCN-10123-PO	\$224,512
<b>Total Due:</b>	<b>\$428,582</b>

If the total amount enclosed is not \$428,582,  
please use the notes section below to explain:

Amount Enclosed: \_\_\_\_\_

Please make checks payable to:

Texas Association of Counties Risk Management Pool

Box # 2426

San Antonio, TX 78298-9900

08/12/2015



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Liability Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2015 through October 1, 2016

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution
Bodily Injury Liability - Each Person	\$100,000	\$1,000	\$103,107
Bodily Injury Liability - Each Accident	\$300,000		
Property Damage Liability - Each Accident	\$100,000		
<b>Included Coverage</b>			
Hired and Non-Owned	Within Auto Liability Limits	\$1,000	Included
Limited Mexico Coverage	Within Auto Liability Limits	\$1,000	Included
Personal Injury Protection	\$5,000	No deductible	Included
Supplementary Death Benefit	\$10,000	No deductible	Included
<b>Optional Coverage</b>			
Uninsured / Underinsured Motorist	Per Endorsement	\$250	\$12,028
<b>AUTO LIABILITY CONTRIBUTION</b>			<b>\$115,135</b>

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$88,935
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	
<b>AUTO PHYSICAL DAMAGE CONTRIBUTION</b>			<b>\$88,935</b>

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Public Officials Liability	09/01/2013	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$205,464
<b>Optional Coverage</b>				
District Judge	09/01/2013	Per Endorsement		\$6,164
District Attorney - Malicious Prosecution	09/01/2013	Per Endorsement		\$6,164
<b>Coverage with Separate Deductibles</b>				
County Clerk	01/01/2014		\$1,000	\$3,360
District Clerk	01/30/2014		\$1,000	\$3,360

**Retroactive Coverage Dates**

Airport Employees	10/01/2014
Back Wages	09/01/2013
County Attorney	09/01/2013
County Clerk	01/01/2014
Criminal and Malicious Acts and Omissions	09/01/2013
Cyber Liability and Expense Coverage	05/01/2015
District Clerk	01/30/2014
Hospital Employees	10/01/2014
Punitive Damages	09/01/2013
Takings	09/01/2013

**PUBLIC OFFICIALS LIABILITY CONTRIBUTION****\$224,512****TOTAL CONTRIBUTIONS****\$428,582****This is not an invoice. An invoice will be submitted to the Pool Coordinator.****NOTICE OF ACCIDENT/CLAIM**

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties  
Attention: CLAIMS  
P. O. Box 2131  
Austin, Texas 78768  
Fax Number: 512-615-8942  
Email: [claims-cs@county.org](mailto:claims-cs@county.org)

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

**CONDITIONS**

**Coverage:** This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

**Claims Reporting:** The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

**Failure to Maintain Coverage:** The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

**Named Member Compliance:** By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

**Payment of Annual Contribution:** The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

**Pool's Right to Audit:** The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

**Property Appraisal:** Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

**Pool Coordinator:** The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

**Submission of Information:** The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

**Termination and Renewal:** The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

**Termination for Failure to Pay:** Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by *Nancy A. Seiler* as authorized representative of the Pool on 08/12/2015 in Austin, Texas.



**Commissioners Court - Regular Session****34.****Meeting Date:** 10/06/2015

ThyssenKrupp Elevator Maintenance Addendum

**Submitted By:** Shirley Taylor, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Addendum to the Elevator Maintenance Agreement (Contract Number US33672 Dated 4/1/2012) between Williamson County and ThyssenKrupp Elevators Americas in order to add the County's elevator located at its 355 Texas Avenue, Round Rock, Texas to the inventory of elevators to be maintained.

**Background**

The price for the amended services as stated in the Addendum shall be Five Hundred Eighty Dollars and Sixty Eight Cents (\$580.68) per Quarter. This amount will be added to the price of the county's existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**ThyssenKrupp Service Agreement Addendum 2015

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Shirley Taylor

Final Approval Date: 09/30/2015

**Reviewed By**

Wendy Coco

**Date**

09/30/2015 02:46 PM

Started On: 09/30/2015 10:32 AM

# Addendum Agreement

ThyssenKrupp Elevator and Williamson County Facilities hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 4/1/2012, contract number US33672, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

## Amended Scope of Services.

### Scope

Addition of (1) elevator to the existing maintenance agreement:

Williamson County, 355 Texas Avenue, Round Rock, TX 78664

(1) Otis Hydraulic Passenger, 2500lb capacity, 100fpm, 2 landing, Serial No: 465076

Effective Date: October 1, 2015

Monthly price per elevator is \$193.56

### Price

The price for the amended services as stated in this addendum shall be Five Hundred Eighty Dollars and Sixty Eight Cents (\$580.68) per Quarter. This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

### Term

This addendum shall become effective starting 10/1/2015 and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.

### Acceptance


Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Williamson County Facilities:	ThyssenKrupp Elevator Corporation Approval:
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# Addendum Agreement

<p>By: <u></u> (Signature of ThyssenKrupp Elevator Representative)</p> <p>Caitlin Franks Account Manager caitlin.franks@thyssenkrupp.com</p> <p><u>9/24/15</u> (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>
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**Commissioners Court - Regular Session****35.****Meeting Date:** 10/06/2015

Service contract for Motorola

**Submitted By:** Lisa Maraden, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding renewal of contract with Motorola Solutions Inc. for FY2016 to support Williamson County's radio system and 911 dispatch operations, including but not limited to exempting services from competitive bidding or proposal requirements pursuant to Tex. Loc. Gov't Code § 262(2) ("public health or safety") or § 262(7) ("sole source provider" of services for Motorola equipment).

**Background**

Motorola Solutions is the manufacturer of the Williamson County ASTRO 25 System and the only provider of software, maintenance and services for the manufactured system. This was sole sourced on 10/28/2014.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Motorola agreement 1 with addendum](#)[Motorola agreement 2 with addendum](#)[Motorola agreement 3 with addendum](#)[Motorola agreement 4 with addendum](#)

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Lisa Maraden

Final Approval Date: 10/01/2015

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

10/01/2015 10:40 AM

10/01/2015 10:56 AM

Started On: 10/01/2015 09:57 AM

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

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**COUNTY ADDENDUM FOR  
MOTOROLA SOLUTIONS SERVICES CONTRACTS  
(Contract Numbers: S00001018218, S00001018224,  
S00001018227, and S00001025308 )**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. ( hereinafter "Motorola"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

**II.**

**No Assignment:** MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

**III.**

**Compliance With All Laws:** MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.



#### IV.

**Good Faith:** MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

#### V.

**Payment:** 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 The 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 The 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 The 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.

#### VI.

**Right to Audit:** MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits.

#### VII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

#### VIII.


**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_, 2015.

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

MOTOROLA:

  
\_\_\_\_\_  
Authorized Signature



## SERVICES AGREEMENT

Attn: National Service Support/4th fl  
1301 East Algonquin Road  
(800) 247-2346

Contract Number: S00001018218  
Contract Modifier: RN06-MAR-15 13:23:45

Date: 03/06/2015

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: Yes  
Customer #: 1035809592  
Bill to Tag #: 0001  
Contract Start Date: 10/01/2015  
Contract End Date: 09/30/2016  
Anniversary Day: Sep 30th  
Payment Cycle: MONTHLY  
PO #: 153766

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0105A	***** Recurring Services ***** SP-ASSET MGMT CS-RECURRING NETWORK(S)	\$2,142.57	\$25,710.84
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services	\$2,142.57	\$25,710.84
		Subtotal - One-Time Event Services	\$ .00	\$ .00
		Total	\$2,142.57	\$25,710.84
		Taxes	-	-
		Grand Total	\$2,142.57	\$25,710.84
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
		Subcontractor(s)	City	State
		MCM TECHNOLOGY LLC	BIRMINGHA M	AL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
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NICK CASSIOPPI	512-427-7229
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE



Company Name: Williamson County  
Contract Number: S00001018218  
Contract Modifier: RN06-MAR-15 13:23:45  
Contract Start Date: 10/01/2015  
Contract End Date: 09/30/2016

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

---

**COUNTY ADDENDUM FOR  
MOTOROLA SOLUTIONS SERVICES CONTRACTS  
(Contract Numbers: S00001018218, S00001018224,  
S00001018227, and S00001025308 )**

---

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. ( hereinafter "Motorola"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

**II.**

**No Assignment:** MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

**III.**

**Compliance With All Laws:** MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

#### IV.

**Good Faith:** MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

#### V.

**Payment:** 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 The 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 The 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 The 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.

#### VI.

**Right to Audit:** MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits.

#### VII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

#### VIII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_, 2015.

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

MOTOROLA:

  
\_\_\_\_\_  
Authorized Signature





## SERVICES AGREEMENT

Attn: National Service Support/4th fl  
1301 East Algonquin Road  
(800) 247-2346

Contract Number: S00001018227  
Contract Modifier: RN10-APR-15 15:49:10

Date: 04/15/2015

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: Yes  
Customer #: 1035809592  
Bill to Tag #: 0001  
Contract Start Date: 10/01/2015  
Contract End Date: 09/30/2016  
Anniversary Day: Sep 30th  
Payment Cycle: MONTHLY  
PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00	\$0.00
7	SVC153AD	ASTRO25 REMOTE SITE		
8	SVC158AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$6,006.42	\$72,077.04
1	SVC054AD	ASTRO25 PRIME SITE		
20	SVC055AD	ASTRO25 REMOTE SITE		
13	SVC060AD	ASTRO25 DISPATCH SITE		
120	SVC061AD	ASTRO25 STATIONS		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$759.63	\$9,115.56
1	SVC078AD	ASTRO25 PRIME SITE		
14	SVC079AD	ASTRO25 REMOTE SITE		
5	SVC084AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$2,707.63	\$32,491.56
12	SVC044AD	ASTRO25 REMOTE SITE		
5	SVC049AD	ASTRO25 DISPATCH SITE		
2	SVC160AD	ASTRO25 MOSCAD RTU		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$3,254.98	\$39,059.76
1	SVC034AD	ASTRO25 PRIME SITE		
18	SVC035AD	ASTRO25 REMOTE SITE		
13	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
7	SVC132AD	ASTRO25 REMOTE SITE		
8	SVC137AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$4,964.87	\$59,578.44
21	SVC121AD	ASTRO25 REMOTE SITE		
13	SVC126AD	ASTRO25 DISPATCH SITE		
15	SVC127AD	ASTRO25 STATIONS		
60	SVC212AA	ENH: GROUND ACCESSIBLE STATION		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$17,343.74	\$208,124.88
1	SVC109AD	ASTRO25 PRIME SITE		

22	SVC110AD	ASTRO25 REMOTE SITE		
9	SVC115AD	ASTRO25 DISPATCH SITE		
120	SVC116AD	ASTRO25 STATIONS		
75	SVC219AC	STATIONS		
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	\$3,401.02	\$40,812.24
6	SVC931AD	ASTRO25 REMOTE SITE		
8	SVC945AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0006C	MS - VENDOR MANAGEMENT	\$8,494.62	\$101,935.44
15		SITE(S)		
	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$0.02	\$0.24
2		NETWORK(S)		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$225.00	\$2,700.00
1		NETWORK(S)		
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$6,108.16	\$73,297.92
8	SVC031AG	RF/SIMULCAST SITES		
10	SVC035AG	SMA MOSCAD NFM RTU		
105	SVC053AG	TRUNKING RF STATIONS		
1	SVC056AG	MOSCAD NFM CLIENTS		
1	SVC163AG	REGIONAL PARTNER OPTION		

SPECIAL INSTRUCTIONS - ATTACH  
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services \$53,266.09 \$639,193.08

Subtotal - One-Time Event  
Services \$ .00 \$ .00

Total \$53,266.09 \$639,193.08

Taxes - -

Grand Total \$53,266.09 \$639,193.08

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING  
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MOTOROLA SOLUTIONS - T6 SYSTEMS UPGRADE (CB706)	AUSTIN	TX
MOTOROLA - T6 COST TRANSFER (DO419)	CARROLLTON	TX
RZ & ASSOCIATES RZ COMMUNICATIONS	AUSTIN	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
NICK CASSIOPPI	512-427-7229	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Williamson County  
Contract Number: S00001018227  
Contract Modifier: RN10-APR-15 15:49:10  
Contract Start Date: 10/01/2015  
Contract End Date: 09/30/2016

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

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17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

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**COUNTY ADDENDUM FOR  
MOTOROLA SOLUTIONS SERVICES CONTRACTS  
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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. ( hereinafter "Motorola"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

**II.**

**No Assignment:** MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

**III.**

**Compliance With All Laws:** MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.



#### IV.

**Good Faith:** MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

#### V.

**Payment:** 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 The 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 The 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 The 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.

#### VI.

**Right to Audit:** MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits.

#### VII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

#### VIII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

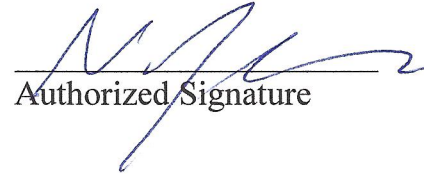
WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_, 2015.

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

MOTOROLA:

\_\_\_\_\_  
Authorized Signature

A handwritten signature in blue ink, appearing to be "M. J. ...", written over a horizontal line.



## SERVICES AGREEMENT

Attn: National Service Support/4th fl  
1301 East Algonquin Road  
(800) 247-2346

Contract Number: S00001018224  
Contract Modifier: RN10-APR-15 15:38:44

Date: 04/15/2015

Company Name:	Williamson County
Attn:	
Billing Address:	911 Tracy Chambers Ln
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: Yes  
Customer #: 1035809592  
Bill to Tag #: 0042  
Contract Start Date: 10/01/2015  
Contract End Date: 09/30/2016  
Anniversary Day: Sep 30th  
Payment Cycle: MONTHLY  
PO #: 153810

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC0033A SVC828AE	SECURITY MONITORING DISPATCH SITE	\$142.00	\$1,704.00
4	SVC01SVC1102C SVC084AD	ASTRO DISPATCH SERVICE ASTRO25 DISPATCH SITE	\$105.07	\$1,260.84
2	SVC01SVC1103C SVC049AD	ASTRO NETWORK MONITORING ASTRO25 DISPATCH SITE	\$63.33	\$759.96
1	SVC160AD	ASTRO25 MOSCAD RTU		
2	SVC01SVC1104C SVC040AD	ASTRO TECHNICAL SUPPORT ASTRO25 DISPATCH SITE	\$169.89	\$2,038.68
1	SVC01SVC1405C SVC126AD	NETWORK PREVENTATIVE MAINTENANCE A ASTRO25 DISPATCH SITE	\$323.97	\$3,887.64
20	SVC128AD	ASTRO25 OPERATOR POSITIONS		
5	SVC01SVC1413C SVC115AD	ONSITE INFRASTRUCTURE RESPONSE-PREMIER ASTRO25 DISPATCH SITE	\$1,048.99	\$12,587.88
10	SVC117AD	ASTRO25 OPERATOR POSITIONS		
30	SVC589AG	ASTRO25 M1 OPERATOR POSITION		
15	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR OPERATOR POSITION	\$1,477.72	\$17,732.64
1		SITE(S)		
1	SVC01SVC2008C	SP - NETWORK PREVENTATIVE MAINTENANCE SITE(S)	\$1,020.21	\$12,242.52
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES NETWORK(S)	\$1,458.59	\$17,503.08
1		OPERATOR POSITION		
1		SITE(S)		
1	SVC02SVC0127A	NICE GOLD PACKAGE NICE IP OR MGEG LOGGER	\$5,342.57	\$64,110.84
1		SITE(S)		
1	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES NETWORK(S)	\$1,766.76	\$21,201.12

1	SVC04SVC0016C SVC835AE	SECURITY UPDATE SERVICE DISPATCH SITE	\$88.61	\$1,063.32
1	SVC04SVC0178A SVC032AG	SYS UPGRADE AGRMT II-SITE SMA DISPATCH SITES	\$6,758.24	\$81,098.88
22	SVC033AG	SMA CONSOLE OPS		
586	SVC076AG	HARDWARE REFRESH		
1	SVC163AG	REGIONAL PARTNER OPTION		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$19,765.95	\$237,191.40
	Subtotal - One-Time Event Services	\$ .00	\$ .00
	Total	\$19,765.95	\$237,191.40
	Taxes	-	-
	Grand Total	\$19,765.95	\$237,191.40
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MOTOROLA SOLUTIONS - T6 SYSTEMS UPGRADE (CB706)	AUSTIN	TX
RZ & ASSOCIATES RZ COMMUNICATIONS	AUSTIN	TX
NICE SYSTEMS INC	RESTON	VA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
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NICK CASSIOPPI	512-427-7229	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Williamson County  
Contract Number: S00001018224  
Contract Modifier: RN10-APR-15 15:38:44  
Contract Start Date: 10/01/2015

Contract End Date: 09/30/2016

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.



17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

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**COUNTY ADDENDUM FOR  
MOTOROLA SOLUTIONS SERVICES CONTRACTS  
(Contract Numbers: S00001018218, S00001018224,  
S00001018227, and S00001025308 )**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. ( hereinafter "Motorola"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

**II.**

**No Assignment:** MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

**III.**

**Compliance With All Laws:** MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

#### IV.

**Good Faith:** MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

#### V.

**Payment:** 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 The 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 The 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 The 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.

#### VI.

**Right to Audit:** MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits.

#### VII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

#### VIII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_, 2015.

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

MOTOROLA:

  
\_\_\_\_\_  
Authorized Signature



## SERVICES AGREEMENT

Attn: National Service Support/4th fl  
1301 East Algonquin Road  
(800) 247-2346

Contract Number: S00001025308  
Contract Modifier:

Date: 05/05/2015

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: No  
Customer #: 1035809592  
Bill to Tag #: 0001  
Contract Start Date: 10/01/2015  
Contract End Date: 09/30/2016  
Anniversary Day: Sep 30th  
Payment Cycle: ANNUAL  
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0028C	***** Recurring Services ***** SP - FSO MAINTENANCE SERVICES NETWORK(S)	\$202.38	\$2,428.56
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services	\$202.38	\$2,428.56
		Subtotal - One-Time Event Services	\$ .00	\$ .00
		Total	\$202.38	\$2,428.56
		Taxes	-	-
		Grand Total	\$202.38	\$2,428.56
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
		Subcontractor(s)	City	State
		MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

NICK CASSIOPPI	815-543-6915
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name: Williamson County

Contract Number: S00001025308

Contract Modifier:

Contract Start Date: 10/01/2015

Contract End Date: 09/30/2016

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**



12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

**Commissioners Court - Regular Session****36.****Meeting Date:** 10/06/2015

Ceda-Tex Services Contract Crime Lab Remodel

**Submitted By:** Shirley Taylor, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take any appropriate action regarding a Services Contract with Ceda-Tex Services Inc. for framing, wall, and ceiling work on the Crime Lab remodel, a project funded in 0100-0509-004509.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Ceda-Tex Contract Crime Lab RemodelCeda-Tex Crime Lab Remodel Exhibit A

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Shirley Taylor

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 11:25 AM

Started On: 10/01/2015 10:52 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR FACILITY REPAIRS/IMPROVEMENTS  
LAB REMODEL (CSI #1 & #2)  
(TX-MAS-1742919890000/79703)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Ceda-Tex Services, Inc. (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached Statement of Work/Quotation, dated August 14, 2015 and marked Exhibit "A," which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$24,204.60, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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 The 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 The 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 The 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.

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quotation, dated August 14, 2015 and marked Exhibit "A," which is incorporated herein as if copied in full; and
- B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

## IX.

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XII.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## XIII.

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.



**XIV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XV.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVII.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVIII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2016

**SERVICE PROVIDER:**

MJ Nziramasanga  
Authorized Signature

MARY JANE NZIRAMASANGA  
Printed Name

Date: 10/1/2015, ~~2016~~

**Exhibit "A"**  
**Statement of Work/Quotation**

Ceda-Tex Svcs INC.

500 Brushy Creek Road  
Suite 306  
Cedar Park, Texas 78613  
512-339-0155

Estimate

Date	Estimate #
8/14/2015	2033

Name / Address
Williamson County Facilities Maintenance 3101 SE Inner Loop Georgetown, TX 78626 Dale Butler

			Project
Description	Qty	Rate	Total
Room 111 CSI #1 Labor and Material to: Cut opening, Remove Grid and tiles Frame walls, Sheetrock walls, Install Doors Frames, Doors /Hardware Patch wall above ceiling New ceiling system Labor and material		7,684.80     7,535.00	7,684.80     7,535.00
Room 112 CSI #2 Labor and Material to: Demo wall and Ceiling tiles Frame walls, Sheetrock walls, Install Doors Frames and Door/Hardware Repair ceiling grid and Tiles		8,984.80	8,984.80
Thank you for your business.		Total	\$24,204.60

**Commissioners Court - Regular Session****37.****Meeting Date:** 10/06/2015

Budget Amendment

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the County Clerk's Records Management and Preservation Fund.

**Background**

Due to a new requirement for bids the County Clerk will need to hire a consultant to help with the RFP process for the new recording software.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0385-0385-004100	CC Rcds Mgmt/Prsvtn Prof Svcs	\$40,000

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/24/2015

**Reviewed By**

Wendy Coco

**Date**

09/24/2015 10:34 AM

Started On: 09/23/2015 03:19 PM

**Commissioners Court - Regular Session****38.****Meeting Date:** 10/06/2015

Budget Amendment for Facilities

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Facilities department.

**Background**

Due to bidding complications for the Round Rock A&B parking lot fog seal, the project will not be completed in FY 15. We are requesting funding be rolled over to FY 16. Current funds will go back into the reserve.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100-0509-005300	Facilities/Improvements > \$5K	\$130,000

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/24/2015

**Reviewed By**

Wendy Coco

**Date**

09/24/2015 10:34 AM

Started On: 09/23/2015 03:26 PM

**Commissioners Court - Regular Session****39.****Meeting Date:** 10/06/2015

Budget Amendment for the Sheriff's Office

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

**Background**

Due to a fleet (resulting in a total loss) in FY 15, the Sheriff's Office received a check from TAC in September 2015 in the amount of \$36,700. Since a replacement vehicle cannot be purchased and received before 9/30/15, the Sheriff's Office is requesting an amendment to their FY 16 budget to increase the vehicle line item by \$42,700. The SO currently has ~ \$20K in their FY 15 vehicle line that will go back into cash ending and will more than cover this request.

As for the firing range - a new gate was budgeted for in FY 15. Because the distributor out of Houston had a backlog the date promised could not be met. The SO is requesting this money be placed back into their FY 16 budget in order to purchase the gate.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100-0560-005700	SO/Vehicles	\$42,700
	0100-0560-004511	SO/Range Maint.	\$6,800

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 09/30/2015

**Reviewed By**

Wendy Coco

Ashlie Koenig

Ashlie Koenig

**Date**

09/24/2015 10:34 AM

09/25/2015 10:15 AM

09/30/2015 02:59 PM

Started On: 09/23/2015 03:32 PM

**Commissioners Court - Regular Session****40.****Meeting Date:** 10/06/2015

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Discuss Kaufman Loop.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/01/2015

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:56 AM

Started On: 10/01/2015 10:53 AM

**Commissioners Court - Regular Session****41.****Meeting Date:** 10/06/2015

Executive Session

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

---

**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.)

**A. Real Estate Owned by Third Parties**

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss proposed acquisition of property for right-of-way for SH 195
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: Sneed Loop
- f) Discuss the acquisition of real property: Neenah Blvd.
- g) Discuss the acquisition of real property: CR 119
- h) Discuss the acquisition of real property: Tradesman Park.
- i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- j) Discuss the acquisition of real property: CR 258
- k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
- l) Discuss the acquisition of real property: Arterial H.
- m) Discuss the acquisition of real property for County Facilities.
- n) Discuss the acquisition of real property for the Williamson County Expo Center.
- o) Discuss the acquisition of Easement interests on CR 240.
- p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

**B. Property or Real Estate owned by Williamson County**

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss proposed sale of real estate on Inner Loop
- c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
- d) Discuss proposed exchange of property with Mr. Kruger
- e) Discuss real estate at 355 Texas Ave.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

**Reviewed By**

Wendy Coco

**Date**

10/01/2015 10:56 AM

Started On: 10/01/2015 10:52 AM



