NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 7TH, 2016
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 – 21)

5. Discuss, consider and take appropriate action on a line item transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.003901	Publications	509.00
To	0100.0581.003011	Computer Software	509.00

6. Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003003	Radio Equipment	$55,000.00
To	0100.0560.005700	Vehicles >$5000	$55,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the District Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003010	Computer equipment	2149.88
To	0100-0440-003006	Office equipment	2149.88

8. Discuss, consider and take appropriate action on a line item transfer for the **Magistrate office.**

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0477-004350	Magistrate/Printed Mtls	$1,000
To	0100-0477-003010	Magistrate/Computer Equip	$1,000

9. Consider accepting a $100.00 donation for a Memorial Tree planting in Memory of Stephen Randall

10. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to Miguel and Lazara Vences pertaining to property described as The West 21 feet of the East 30 feet of Lot 4, Block 30, City of Granger, Williamson County, Texas more particularly described in Volume 34, Page 90 of the Plat Records pursuant to Section 34.05 of the Texas Property Tax Code.

11. Discuss, consider and take appropriate action on authorizing the disposal of (1) Dell Optiplex 790 desktop through inter-departmental transfer (see attachment) pursuant to TX. Local Gov't Code 263.152.

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction (3) Rotary-9000 lbs twin post vehicle lift, (1) HP Laserjet 4250 (17) Desktops, (42) Power cables, (19) VGA monitor cables, (36) Mice, (12) USB Cables, (38) Keyboards, (3) Calculators, (1) Modem, (7) APC Battery Backups, (4) Surge Protectors, (2) Phones, (2) Staplers and (1) Pencil Sharpener. (See attached list) pursuant to Tx. Local Gov't Code 263.152.

13. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction including: (2) Laptops, (5) Desktops, (1) Laptop Dock, (1) Printer, (2) Monitors, (8) Shirts, (21) Pants, (1) Motorola VHF Consolette, (1) Motorola UHF Consolette, (12) Triple Monitor Poles. (Complete List Attached) Pursuant to Tex. Local Gov't Code § 263.152.

14. Discuss, consider, and take appropriate action on authorizing the disposal of a county asset through inter-departmental transfer including: (1) Dell Optiplex 790. (Complete List Attached) Pursuant to Tex. Local Gov't Code § 263.152.

15. Report on Williamson County Expo Center Project; Change Order # 011 in the amount of $27,558.00 for additional concrete, waterproofing and steel scopes of work that are necessary to complete the project as designed. These items were clarifications and directives that were communicated in ESI 005 and RFI's 48, 92 and 94.

16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

17. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 19 subdivision - Pct 4.

18. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 20 subdivision - Pct 4.

19. Discuss, consider and take appropriate action on approval of the preliminary plat for the Cornell Corner subdivision - Pct 4.

20. Discuss, consider and take appropriate action on approval of the preliminary plat for the Terry Homesite subdivision - Pct 3.

21. Discuss, consider and take appropriate action on approval of the preliminary plat for the Florence Ranchettes subdivision - Pct 3.

REGULAR AGENDA

22. Discuss, consider and take appropriate action on appointing Laura Barker as Judge of the Williamson County Court at Law # 2 effective June 17, 2016 and continuing thereafter until she is elected and qualifies at the next general election in accordance with Texas Government Code § 25.0009.

23. Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipent of the American Heart Association Mission Lifeline Gold Award.

24. Hear presentation from LCRA regarding the Leander - Round Rock 138-kV Transmission Line project and take appropriate action if needed.

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

26. Discuss, consider and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with Wilco North Campus Facility.

27. Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 9 from Flintco LLC in the amount of $0.

28. Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 10 from Flintco LLC in the amount of $56,090.00.

29. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -$85.80 for Bill Pickett Trail (East Williamson County Park Access Road), a Road Bond Project in Commission Pct. 4.

30. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on CR 101, a Road Bond Project in Commissioner Pct. 4.

31. Discuss, consider and take appropriate action on the project budget for the North Campus project.

32. Discuss, consider and take appropriate action on the project budget for the Sheriff's Office Training Center.

33. Discuss, consider and take appropriate action on the project budget for the Georgetown Annex.

34. Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract with Beverly Carlson Thompson for 0.954 AC on Inner Loop.

35. Discuss and take appropriate action on a Real Estate Contract with Creek Bend Land Holdings, LLC for ROW needed on CR 110 Middle. (PARCEL 11M-E)

36. Discuss and take appropriate action on a Real Estate Contract with Michael and Cheryl McAllister for ROW needed on CR 258. (PARCEL 11)

37. Discuss and take appropriate action on a Real Estate Contract with Dwain and Kathleen Smith and Morris Burk for ROW needed on CR 110 South. (PARCEL 28S)

38. Discuss and take appropriate action on a Real Estate Contract with Deborah and James Mason for ROW needed on CR 110 South. (PARCEL 27S)

39. Discuss and take appropriate action on a Real Estate Contract with Debra and Marc Briggs for ROW needed on CR 111. (PARCEL 17)

40. Discuss and take appropriate action on a Real Estate Contract with PDC Land and Cattle, LTD for ROW needed on CR 111. (PARCEL 2)

41. Discuss, consider and take appropriate action on an License Agreement with Williamson County Municipal Utility District 23 regarding Kaufman Loop.

42. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements with:
A) Orenda Education (traffic control for Gateway College Prep School on Westinghouse Road)
B) Warner Brothers TV (assist with filming a short scene on Chandler Road & Hwy 95)
C) Brushy Creek Marlins (traffic control after swim meet at Sendero Springs Pool)

43. Discuss and take appropriate action on the FY16 Community Development Block Grant (CDBG) funding recommendation.

44. Discuss, consider and take appropriate action with regard to the District Attorney's request for a non-paid special investigator.

45. Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3030501 Project Title: Williamson County HazMat Camera Sustainment Project.

46. Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project - #3030601 Project Title: Williamson County Monitor Maintenance.

47. Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3030901 Project Title: Williamson County PEAC Software.

48. Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031001 Project Title: Williamson County HazMat Gemini Analyzer

49. Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031301 Project Title: Williamson County Radiation Detector.

50. Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031401 Project Title: Williamson County Level A Suit.

51. Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031601 Project Title: Williamson County Hazmat Radiation Dosimeter

52. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL013C Damage Roads

53. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL015C Damage Roads

54. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL018C Damage Roads

55. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL019C Damage Roads

56. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL021C Damage Roads

57. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL026C Damage Roads

58. Discuss, consider and take appropriate action to approve the Tyler Software Agreement between Tyler Technologies and the Williamson County Tax Office.

59. Discuss, consider and take appropriate action to approve Amendment #3 to the Software License and Services Agreement with SunGard Public Sector, LLC.

60. Discuss, consider and take appropriate action to approve Amendment #4 to the Software License and Services Agreement with SunGard Public Sector, LLC.

61. Discuss, consider, and take appropriate action on exempting Drake Communications Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of the Keystone Elections Interactive Voice Response (IVR) system and approving agreement between Williamson County and Drake Communications Inc.

62. Discuss, consider, and take appropriate action on approving the service contract between MTech and Williamson County Facilities for Boiler Repair Services per TXMAS contract number TXMAS-15-03FACC01 for a total purchase price of $19,800.00.

63. Discuss, consider, and take appropriate action to acknowledge advertising by the Purchasing Director for the Sheriff to receive proposals of Commissary Services for the Williamson County Jail, RFP # 1605-084.

64. Discuss, consider, and take appropriate action on approving contract for irrigation repair between American Irrigation Repair, LLC and Williamson County Facilities per the City of Georgetown ILA, IFB 201222. The cost is not to exceed $12,000.00.

65. Discuss, consider and take appropriate action on authorizing the renewal of Pharmaceuticals & Supplies, Bid #15IFB119 for the same pricing, terms and conditions as the existing Contract with Animal Health International, the Secondary Vendor; and Midwest Veterinary Supplies, the Primary Vendor, for the same terms and conditions, except for price changes yielding an overall cost decrease, for the term of August 26, 2016 - August 25, 2017.

66. Discuss, consider, and take appropriate action on approving contract for Chilled Water System Replacement at County Jail between MTech and Williamson County Facilities per TXMAS contract TXMAS 1503FAC01 for the total purchase price of $94,010.96.

67. Discuss, consider, and take appropriate action on authorizing the County Judge to execute a Supplemental Agreement #1 to Agreement for Landscape Architectural Services for Brushy Creek Regional Trail with RVE, Inc.

68. Discuss, consider, and take appropriate action on exempting Purvis Systems, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Purvis Systems, Inc. as the sole source provider of Purvis Fire Station Alert Monitoring System (PURVIS FSAS) hardware, software and services.

69. Discuss, consider and take appropriate action on authorizing the extension of Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626 for the term of July 1, 2016 through June 30, 2017, with tenant Mr. Greg. Boatright.

70. Discuss, consider, and take appropriate action on authorizing Purchasing to advertise and receive bids for Hauling Construction Material for Williamson County Road and Bridge, Bid 1606 088.

71. Discuss consider and take appropriate action on approving License Agreement with Pictometry International Corporation for Williamson County GIS Department.

72. Discuss, consider and take appropriate action on awarding bids received for RM 2243 Escalera Parkway & SH 20 at Cedar Hollow, Bid# 1604-067 to the lowest and best bidder – Aaron Concrete Contracting.

73. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Emergency Medical Services Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.342803	EMS Training Fees	$7,585.00

74. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Emergency Medical Services Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003101	Education Aids/Materials	$7,585.00

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)."

75. Discussion regarding economic development negotiations pertaining to Project Fiji. (EXECUTIVE SESSION pursuant to Texas Gov't Code Section 551.087; Deliberation regarding economic development projects.)

76. 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.
e) Discuss Project Deliver
f) Project Fiji
g) Leander Medical Center

77. 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: SW Bypass
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 111
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: Inner Loop.
l) Discuss the acquisition of real property for County Facilities.
m) Discuss the acquisition of real property for the Williamson County Expo Center.
n) Discuss the acquisition of Easement interests on CR 240.
o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

p) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
q) Discuss the acquisition of real property from the Andice Cemetery.
r) Discuss the acquisition of easements on the Forest North project.
s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

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
1) Discuss County owned real estate containing underground water rights and interests.
b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
c) Discuss possible sale of 183 A excess right of way
d) Discuss proposed sale of real estate of Blue Springs Blvd
e) Discuss abandonment of CR359.
f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

78. 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. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
h) County Road 241 utility and Right-of-Way Issues and matters;
i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
j) 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
k) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
l) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
n) Employment law and regulations relating to court reporters.
o) Claims of Texas Association for Children and Families
p) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
q) Legislative changes to firearms laws and possession of firearms on county property
r) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
s) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.
t) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
u) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
v) Notice of claim and demand of Morgan Lee Roach.

w) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
x) Courthouse victims displays
y) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
z) Labor and employment law review of Employee Policy Manual provisions and amendments.
aa) Berry Springs Park and Preserve pipeline
bb) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
cc) Discuss requirements related to health benefit plan.

79. 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).

80. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

81. Discuss and take appropriate action regarding economic development.

82. Discuss and take appropriate action concerning real estate.

83. 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. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
h) County Road 241 utility and Right-of-Way Issues and matters;
i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
j) 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
k) 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
l) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
n) Employment law and regulations relating to court reporters.
o) Claims of Texas Association for Children and Families

p) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
q) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
r) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
s) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
t) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
u) Notice of claim and demand of Morgan Lee Roach.
v) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
w) Courthouse victims displays
x) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
y) Berry Springs Park and Preserve pipeline
z) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
aa) Discuss requirements related to health benefit plan.

84. 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.

85. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 06/07/2016

Line Item Transfer

Submitted For: Scott Parker **Submitted By:** Melissa Pogue, Emergency Communications

Department: Emergency Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Emergency Communications.

Background

Request a line item transfer for continuation of CalendarWiz software used for scheduling ESOC rooms.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.003901	Publications	509.00
To	0100.0581.003011	Computer Software	509.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/17/2016 08:19 AM
Budget Office	Ashlie Koenig	05/17/2016 08:38 AM
Form Started By: Melissa Pogue		Started On: 05/16/2016 03:33 PM
Final Approval Date: 05/17/2016		

Commissioners Court - Regular Session **6.**

Meeting Date: 06/07/2016

Line item transfer

Submitted By: Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Background

The requested transfer is to purchase two Ford Utility Police Interceptor vehicles. The first vehicle is a replacement for unit SB0826 (2008 Ford Explorer - 89,500 miles) This vehicle was taken to the county maintenance facility for engine repairs. It was subsequently diagnosed as requiring an engine replacement at a cost of $ 5,700. We obtained two additional quotes in the amounts of $6,008 for a factory engine and $5,825 for a 3rd party rebuilt engine. Randy Rogers at the county maintenance facility was consulted and his recommendation was not to invest any further money in a vehicle that was scheduled for replacement in FY 16/17. If this transfer is approved, we will remove the request for the purchase of this vehicle in the FY 16/17 budget. The request for the second vehicle is as follows: After careful examination of duties for the Narcotics Unit, and subsequent discussions with Sheriff Wilson, it was decided to move one detective position from the DEA Task Force to Highway Interdiction. We currently have one detective performing interdiction duties and for the past few years the program has been very successful. Adding another detective will increase the seizure of drugs and illicit assets that travel into our County via I-35 and Toll Road 130. On several prior occasions the traffickers who were arrested by the SO for transporting these drugs, have been linked to violent Mexican drug cartels. An increase of interdiction enforcement working these main trafficking routes, would add protection for the citizens of the County, as well as other travelers using these highways. In addition, it will add a measure of safety as the detectives will assist and support each other as the situation dictates. To accomplish this however, I will need a pursuit rated vehicle for the second detective to drive, as we have no other pursuit vehicle available in the fleet. Our solution to this need is to off-line a 2009 Dodge Dakota, mileage of 99,750 in exchange for a pursuit vehicle. To clarify my request, I am not asking for a new position, only a pursuit rated vehicle to perform this important law enforcement function. Savings realized as part of the substantial radio replacement purchase (phase 1) provides funding for each of these requests.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003003	Radio Equipment	$55,000.00
To	0100.0560.005700	Vehicles >$5000	$55,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Budget Office	Ashlie Koenig	06/02/2016 11:14 AM
Form Started By: Peggy Braun		Started On: 05/26/2016 12:21 PM
Final Approval Date: 06/02/2016		

Commissioners Court - Regular Session **7.**

Meeting Date: 06/07/2016

Line Item Transfer

Submitted For: Jana Duty

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the District Attorney's office.

Background

Additional funds are needed in 3006 to purchase a replacement scanner.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003010	Computer equipment	2149.88
To	0100-0440-003006	Office equipment	2149.88

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/31/2016 11:22 AM
Budget Office	Wendy Coco	06/03/2016 03:37 PM
Form Started By: vvickers		Started On: 05/31/2016 11:16 AM
Final Approval Date: 06/03/2016		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/07/2016

Line Item Transfer

Submitted By: Teri Miller, Magistrate

Department: Magistrate

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the **Magistrate office.**

Background

Needing to transfer $1000.00 dollars from line item 004350 to line item 003010 so that we may purchase a scanner for the Indigent Defense Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0477-004350	Magistrate/Printed Mtls	$1,000
To	0100-0477-003010	Magistrate/Computer Equip	$1,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/01/2016 08:53 AM
Budget Office	Ashlie Koenig	06/01/2016 10:38 AM
Form Started By: Teri Miller		Started On: 05/31/2016 08:23 AM
Final Approval Date: 06/01/2016		

Commissioners Court - Regular Session **9.**

Meeting Date: 06/07/2016

Memorial Tree in Memory of Stephen Randall

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Consider accepting a $100.00 donation for a Memorial Tree planting in Memory of Stephen Randall

Background

The Williamson County Parks & Recreation Department is in receipt of a $100.00 donation for the Memorial Tree Program. The donation is given in Memory of Stephen Randall by Craig Randall. An Oak Tree will be planted at Berry Springs Park and Preserve this fall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 08:29 AM
Form Started By: Randy Bell		Started On: 05/26/2016 05:16 PM
Final Approval Date: 05/27/2016		

Commissioners Court - Regular Session **10.**

Meeting Date: 06/07/2016

Discuss, consider and take appropriate action to approve the resale of property held in trust.

Submitted For: Deborah Hunt **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to Miguel and Lazara Vences pertaining to property described as The West 21 feet of the East 30 feet of Lot 4, Block 30, City of Granger, Williamson County, Texas more particularly described in Volume 34, Page 90 of the Plat Records pursuant to Section 34.05 of the Texas Property Tax Code.

Background

Williamson County filed a lawsuit to collect delinquent property taxes on behalf of Williamson County, Granger Independent School District, and The City of Granger, Texas vs. Norman Manning. In October of 2015, a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in March of 2016, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since March of 2016 and has therefore been completely exempt from taxation since that date. Miguel and Lazara Vences have tendered an offer of $1,715.00, which is an amount equal to the market value of the Property specified in the judgment of foreclosure. By accepting this offer, the property will be taken out of exempt status and will become an active account on the tax rolls.
It is my recommendation to accept this offer by Miguel and Lazara Vences so that this property will be back on the tax rolls as an active account subject to taxation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Miguel & Lazara Vences Deed

Vences Resolutioni

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2016 02:03 PM
Form Started By: Judy Kocian		Started On: 05/24/2016 12:30 PM
Final Approval Date: 05/24/2016		

DEED WITHOUT WARRANTY

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

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT The County of Williamson, Texas, TRUSTEE, acting by and through the Presiding Officer of the Commissioners Court of The County of Williamson, Texas, Grantor, for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED FIFTEEN AND .00/100S DOLLARS ($1,715.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Miguel Vences & Lazara Vences**, whose address is 407 East Pecan Street, P. O. Box 221, Granger, Texas 76530, the following described Property, to wit:

> The West 21 feet of the East 30 feet of Lot 4, Block 30, City of Granger, Williamson County, Texas being that property more particularly described in Volume 34, Page 90 of the Plat Records and Document #2016021382 of the Official Public Records, Williamson County, Texas (Tax Account #R524435)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee(s) **Miguel Vences & Lazara Vences**, their successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units having an interest in the property exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold “as is” with all faults.

The consideration paid by the grantee being equal to the market value of the property as specified in the judgment of foreclosure, this conveyance is made pursuant to the provisions of Section 34.05 (a) and (h) of the Texas Tax Code.

IN TESTIMONY WHEREOF The County of Williamson, Texas, Trustee, has caused these presents to be executed on this the____day of May, 2016.

The County of Williamson, Texas, Trustee

By

_____

Presiding Officer THIS DAY
The Commissioners Court of Williamson County, Texas

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Presiding Officer of The Commissioners Court of The County of Williamson, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 2016.

_____

Notary Public, State of Texas
My commission expires_____

After recording, return to:
Miguel Vences & Lazara Vences
407 East Pecan Street
P. O. Box 221
Granger, Texas 76530

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST
BY THE COUNTY OF WILLIAMSON, TEXAS, TRUSTEE

Whereas, the Williamson County Tax Office collects property taxes for the Granger Independent School District, The City of Granger, Texas, and The County of Williamson (" the Taxing Units"); and

Whereas, in March, 2016, property described as The West 21 feet of the East 30 feet of Lot 4, Block 30, City of Granger, Williamson County, Texas being that property more particularly described in Volume 34, Page 90 of the Plat Records, Williamson County, Texas, ("the Property") was the subject of a tax sale; and

Whereas, the Property did not receive a bid at the tax sale and was struck off to The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, Granger Independent School District and the City of Granger, Texas, by virtue of a Constable's Deed recorded as Document No. 2016021382 of the Official Public Records, Williamson County, Texas; and

Whereas, the Property has been tax exempt since March, 2016; and

Whereas, it is in the best interest of the Taxing Units that the Property be resold in an efficient manner which will maximize the amount realized from the sale of this tract and return the Property to a taxable status; and

Whereas, Miguel Vences and Lazara Vences of 407 East Pecan Street, P. O. Box 221, Granger, Texas 76531, has offered to purchase the Property for $1,715.00 which amount is equal to the market value of the Property specified in the judgment of foreclosure; and

Whereas, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

WHEREFORE, BE IT RESOLVED that The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, Granger Independent School District and the City of Granger, Texas, accepts the offer to purchase the Property for $1,715.00 and shall resell all of the interest of the Taxing Units in the Property described below to Miguel Vences and Lazara Vences of 407 East Pecan Street, P. O. Box 221, Granger, Texas 76531.

Property to be sold:

The West 21 feet of the East 30 feet of Lot 4, Block 30, City of Granger, Williamson County, Texas being that property more particularly described in Volume 34, Page 90 of the Plat Records and Document #2016021382 of the Official Public Records, Williamson County,

BE IT FURTHER RESOLVED that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the _____ day of May, 2016 is authorized to execute a deed without warranty conveying the property sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of April, 2016 by the Commissioners Court of Williamson County, Texas.

_____
Presiding Officer THIS DAY
The Commissioners Court of Williamson County, Texas

_____
Attested: County Clerk

Commissioners Court - Regular Session **11.**

Meeting Date: 06/07/2016

Asset Transfer

Submitted For: Max Bricka **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of (1) Dell Optiplex 790 desktop through inter-departmental transfer (see attachment) pursuant to TX. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 11:21 AM
Form Started By: Jayme Jasso		Started On: 06/02/2016 09:14 AM
Final Approval Date: 06/02/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- (✓) TRANSFER bet ween county departments
- ( ) SALE at the earliest auction *
- ( ) TRADE-IN for new assets of similar type for the county
- ( ) DONATION to a non-county entity
- ( ) DESTRUCTION due to Public Health / Safety
- ( ) 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	Dell Optiplex 790	6NKCMS1		working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature 4-29-16 Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): 395th Court

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

Ryan D. Larson, District Judge
Print Name

Signature 5/16/16 Date

Contact Person:

GLENDA POULOS COURT ADMINISTRATOR
Print Name

512/943-1395
Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **12.**

Meeting Date: 06/07/2016

Asset Transfer

Submitted For: Max Bricka **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction (3) Rotary-9000 lbs twin post vehicle lift, (1) HP Laserjet 4250 (17) Desktops, (42) Power cables, (19) VGA monitor cables, (36) Mice, (12) USB Cables, (38) Keyboards, (3) Calculators, (1) Modem, (7) APC Battery Backups, (4) Surge Protectors, (2) Phones, (2) Staplers and (1) Pencil Sharpener. (See attached list) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 11:21 AM
Form Started By: Jayme Jasso		Started On: 06/02/2016 09:24 AM
Final Approval Date: 06/02/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	ROTARY-9000 lbs. twin post vehicle lift-model SPOA9-100	ser # AJB95B0312		Working
1	ROTARY-9000 lbs. twin post vehicle lift-model SPOA9-100	ser # AJB95B0305		Working
1	ROTARY-15000 lbs. twin post vehicle lift-model SP015	ser # CBA95B0009		Working

Parties involved:

FROM (Transferor Department): Fleet Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Randy Rodgers
Print Name

Signature 5-25-16 Date

Contact Person:

Randy Rodgers
Print Name

+1 (512) 943-3368 MAY 25 2016
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.)

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	HP Laserjet 4250n	SN CNRXX14755		Working

Parties involved:

FROM (Transferor Department): County Court One MAY 25 2016

Transferor - Elected Official/Department Head/ Authorized Staff:

Suzanne Brooks
Print Name

SBrooks 5/23/16
Signature Date

Contact Person:

Print Name

(512) 943-1200
Phone Number

TO (Transferee Department/Auction/Trade-In/Donee): ~~IT~~ Auction

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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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 _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	Dell Optiplex 760	s/n GJXJHK1		Working
1	Dell Optiplex 760	s/n GJXQGK1		Working
1	Dell Optiplex 790	s/n G3LLHS1		Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

943-1521
Phone Number

MAY 25 2016

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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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 _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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)
42	Power Cables			Working
19	VGA Monitor Cables			Working
18	Dell Mouse			Working
12	USB Cables			Working
10	Misc Brand Keyboards			Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

943-1521
Phone Number

MAY 25 2016

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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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 _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	Calculators (Misc. Issues)			Non-Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

NNcy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

943-1521
Phone Number

MAY 25 2016

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

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- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	Modem			Non-Working
7	APC Battery Backups (Need new Batteries)			Non-Working
2	CopyMax Surge Protectors			Non-Working
2	Telephones (can not dial out)			Non-Working
2	2-Plug Surge Protectors			Non-Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

943-1521
Phone Number

MAY 25 2016

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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)
14	Dell Mouse			Working
1	Electric Stapler (Won't Staple)			Non-Working
1	Electric Pencil Sharpener			Working
1	Manual Stapler (Won't Staple)			Non-Working
4	Logitec Mouse			Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

943-1521
Phone Number

MAY 25 2016

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	Dell Optiplex GX620	s/n 8G84N81		Working
1	Dell Optiplex 760	s/n GJXVGK1		Working
1	Dell Optiplex 760	s/n GJYDHK1		Working
1	Dell Optiplex 760	s/n GJY6GK1		Working
1	Dell Optiplex 760	s/n GJXSGK1		Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

943-1521
Phone Number

MAY 25 2016

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	Dell Optiplex 780	s/n C7HC3M1		Working
1	Dell Optiplex 780	s/n 77BT3P1		Working
1	Dell Optiplex 780	s/n 47BT3P1		Working
1	Dell Optiplex 780	s/n 87BT3P1		
28	Dell Keyboards			

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

943-1521
Phone Number

MAY 25 2016

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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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 **13.**

Meeting Date: 06/07/2016

Assets to be sold at auction 5/25/16

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction including: (2) Laptops, (5) Desktops, (1) Laptop Dock, (1) Printer, (2) Monitors, (8) Shirts, (21) Pants, (1) Motorola VHF Consolette, (1) Motorola UHF Consolette, (12) Triple Monitor Poles. (Complete List Attached) Pursuant to Tex. Local Gov't Code § 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Forms

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	05/25/2016 04:43 PM
County Judge Exec Asst.	Wendy Coco	05/26/2016 09:34 AM
Form Started By: Thomas Skiles		Started On: 05/25/2016 10:50 AM
Final Approval Date: 05/26/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	Panasonic Toughbook CF-30 laptop	7EKYA30757	PO1068	Working

Parties involved:

FROM (Transferor Department): Precinct One Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief Deputy Roy Fikac
Print Name

Signature

May 18, 2016
Date

Contact Person:

LT. Jack Abbott
Print Name

+1 (512) 244-8650
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): ~~Trade-in or~~ Auction

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
MAY 20 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY TEXAS

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FrmAudASCF01 revision 07/2014

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- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	DELL OPTIPLEX 740 PC	G1JSLF1		Working
1	DELL OPTIPLEX GX620 PC	C9523B1		Working
1	DELL LATITUDE E6510 LAPTOP	1H5HVM1	C02428	Working
1	DOCK FOR LAT E6510	2511176600196/CN-0CY640-12961-0C6-2010-A05		Working

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

Transferor - Elected Official/Department Head/ Authorized Staff:

TAMMY MCCULLEY
Print Name

Signature — May 18, 2016 Date

Contact Person:

INKY CHANDLER
Print Name

+1 (512) 943-1467
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.)

RECEIVED
MAY 19 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY TEXAS

Contact Person:

Print Name

Signature — Date

Print Name

Phone Number

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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 _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ 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	HP Photosmart C3180 All-In-One Printer	CN6CQC8096	—	Working
1	Dell PC Optiplex 780	1839DQ1	C03038	Working
1	Dell PC Optiplex 780	7KM9MN1	C02884	Working
1	Dell PC Optiplex 740	F0DD4D1	C01639	Working
1	Dell Monitor w/Sound Bar(17")	CN-0C2JMK-74445-0CH-272S	/	Working

Parties involved:

FROM (Transferor Department): Sheriff - Law Enforcement (560)

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief Deputy Tony Marshall
Print Name

[signature] 5-16-16
Signature Date

Contact Person:

Lt. James D. Carmona
Print Name

(512) 943-1326
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.)

Print Name

Signature Date

Contact Person:

MAY 18 2016

Print Name

Phone Number

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FrmAudASCF01 revision 07/2014

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor (17")	CN-0TP222-73731-792-30YS	/	Working

Parties involved:

FROM (Transferor Department): Law Enforcement (560)

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief Deputy Tony Marshall
Print Name

JC Marshall 5-16-16
Signature Date

Contact Person:

Lt. James D. Carmona
Print Name

(512)943-1326
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.)

Print Name

Signature Date

Contact Person:

MAY 18 2016

Print Name

Phone Number

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- ○ 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	HARRINGTON XL GREY SHIRT	HARRINGTON		Working
1	BLAUER 15-15.5 GREY SHIRT	BLAUER		Working
3	BLAUER 17-17.5 XL SHIRT	BLAUER		Working
1	BLAUER 42 REGULAR	BLAUER		Working
				Working

Parties involved:

FROM (Transferor Department): 911 Communications

Transferor - Elected Official/Department Head/ Authorized Staff:

ERICA OUTLAND
Print Name

Erica Outland
Signature

May 3, 2016
Date

Contact Person:

ERICA OUTLAND
Print Name

+1 (512) 864-8244
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.)

Print Name

Signature

Date

Contact Person:

MAY 18 2016

Print Name

Phone Number

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FrmAudASCF01 revision 07/2014

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HARRINGTON MEDIUM GREY SHIRT	HARRINGTON		Working
1	BLAUER GREY SHIRT	BLAUER		Working
1	BLAUER 16-16.5 L	BLAUER		Working
1	BLAUER 38 REG SS	BLAUER		Working
1	BLAUER 48 REG SS GREY IN COLOR	BLAUER		Working

Parties involved:

FROM (Transferor Department): 911 Comm.

Transferor - Elected Official/Department Head/ Authorized Staff:

ERICA OUTLAND
Print Name

Erica Outland
Signature

May 3, 2016
Date

Contact Person:

ERICA OUTLAND
Print Name

+1 (512) 864-8244
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.)

Print Name

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- ○ 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)
6	CARGO PANTS 27 - 31 SMALL SHORT DARK BLUE	PROPPER		Working
1	CARGO PANTS LARGE 085 REG DARK BLUE	BLAUER		Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): 911 comm.

Transferor - Elected Official/Department Head/ Authorized Staff:

ERICA OUTLAND
Print Name

Erica Outland
Signature

May 3, 2016
Date

Contact Person:

ERICA OUTLAND
Print Name

+1 (512) 864-8244
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.)

Print Name

Signature

Date

Contact Person:

Print Name

MAY 18 2016

Phone Number

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FrmAudASCF01 revision 07/2014

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
4	CARGO PANTS 31 - 35 DARK BLUE	PROPPER		Working
3	CARGO PANTS LARGE REG 35-39 DARK BLUE	PROPPER		Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): 911 comm.

Transferor - Elected Official/Department Head/ Authorized Staff:

ERICA OUTLAND
Print Name

Erica Outland — May 3, 2016
Signature — Date

Contact Person:

ERICA OUTLAND
Print Name

+1 (512) 864-8244
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.)

Print Name

Signature — Date

Contact Person:

Print Name

MAY 18 2016

Phone Number

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FrmAudASCF01 revision 07/2014

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- ○ 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	CARGO PANTS 31- 35 MEDIUM DARK BLUE	PROPPER		Working
1	CARGO PANTS LARGE 36 REG DARK BLUE	BLAUER		Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): CIII Comm.

Transferor - Elected Official/Department Head/ Authorized Staff:

ERICA OUTLAND
Print Name

Erica Outland — May 3, 2016
Signature — Date

Contact Person:

ERICA OUTLAND
Print Name

+1 (512) 864-8244
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.)

Print Name

Signature — Date

Contact Person: MAY 18 2016

Print Name

Phone Number

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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 _____

FrmAudASCF01 revision 07/2014

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- ○ DESTRUCTION due to Public Health / Safety
- ○ 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 VHF Consolette model L99DX+338L	374AACG0023		Working
1	Motorola UHF Consolette Model L44SUM90D0B	154SYU0058		Working
12	Chief KTA 320 42" tripple monitor pole			Working

Parties involved:

FROM (Transferor Department): Emergency Communications

Transferor - Elected Official/Department Head/ Authorized Staff:

Michael Wright
Print Name

Signature — May 16, 2016 — Date

Contact Person:

Erica Outland
Print Name

5128648244
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.)

Auction
Print Name

Signature — Date

Contact Person:

MAY 18 2016
Print Name

Phone Number

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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 **14.**

Meeting Date: 06/07/2016

Dept Transfer 5/25/16

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of a county asset through inter-departmental transfer including: (1) Dell Optiplex 790. (Complete List Attached) Pursuant to Tex. Local Gov't Code § 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	05/25/2016 04:43 PM
County Judge Exec Asst.	Wendy Coco	05/26/2016 09:34 AM
Form Started By: Thomas Skiles		Started On: 05/25/2016 10:55 AM
Final Approval Date: 05/26/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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- ( ) SALE at the earliest auction *
- ( ) TRADE-IN for new assets of similar type for the county
- ( ) DONATION to a non-county entity
- ( ) DESTRUCTION due to Public Health / Safety
- ( ) 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	Dell Optiplex 790	6NL7MS1		working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Tony Hill
Signature

4-29-16
Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

RECEIVED
MAY 17 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

TO (Transferee Department/Auction/Trade-in/Donee): County Court 4

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

John B. McMaster
Print Name

John B. McMaster
Signature

Date

Contact Person:

Sharrion Thready: 11
Print Name

512.943.1681
Phone Number

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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 **15.**

Meeting Date: 06/07/2016

Williamson County Expo Center P418; Change Order 11

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Report on Williamson County Expo Center Project; Change Order # 011 in the amount of $27,558.00 for additional concrete, waterproofing and steel scopes of work that are necessary to complete the project as designed. These items were clarifications and directives that were communicated in ESI 005 and RFI's 48, 92 and 94.

Background

On February 17, 2015, the Williamson County Commissioners Court granted Williamson County Facilities Project Manager Dale Butler with general authority to approve change orders for the Agreement between Owner and Construction Manager-at-Risk with Flintco, LLC relating to the Williamson County Expo Center Project for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18 percent or more without the consent of the contractor, Flintco, LLC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center Change Order 11

Expo Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 11:04 AM
Form Started By: Gina Wrehsnig		Started On: 06/02/2016 09:47 AM
Final Approval Date: 06/02/2016		

Change Order Request

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Flintco, LLC
Project # 15035

Change Order Request: 011 **Date:**

To:	Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetownn, TX 78626	**From:**	David Freisner Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249

Description	Category	Status
Additional Scopes from RFIs & ESI 005		New

Reference	Required By	Days Req	Amt Req
		0	$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
031	5/19/2016		$0.00	0	Change Order	Consultant Directive

Additional Parapet Steel Per ESI 005

Item No	Item Description	Amt Prop	Reference
001	Added parapet steel for Quality Iron to fabricate and erect based on ESI 005	$15,742.00	
002	Funding change from Buyout Savings	$(15,742.00)	

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
032	5/19/2016		$0.00	0	Change Order	Change Condition

Added Curb @ Alt #3 & RFI 48 Added Concrete

Item No	Item Description	Amt Prop	Reference
001	Keystone Add for Added Curb @ Alt #3 & RFI 48 Added Concrete	$2,105.00	
002	Funding Change Via Buyout Savings	$(2,105.00)	

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
034	5/19/2016		$0.00	0	Change Order	Change Condition

RFI 92 Expansion Joint @ Grid L

Item No	Item Description	Amt Prop	Reference
001	Alpha Waterproofing Add for Traffic Plates	$3,150.00	
002	Oakridge Add for Grouting Joints	$1,000.00	
003	Funding Change Via Buyout Savings	$(4,150.00)	

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
037	5/19/2016		$0.00	0	Change Order	Change Condition

RFI 94 Trash Enclosure Changes

Item No	Item Description	Amt Prop	Reference
001	Keystone Concrete Add for Additional Concrete @ Trash Enclosure	$5,561.00	

002	Quality Iron Added Bollards	$1,800.00
003	Funding Change Via Buyout Savings	$(7,361.00)

5/20/16

Flintco, LLC

CONTRACTOR

8100 Cross Park Dr.
Austin, TX 78754-5249

Address

By David Freisher

SIGNATURE

DATE 5/19/2016

Williamson County Texas

OWNER

3101 SE Inner Loop
Georgetownn, TX 78626

Address

By DAN A GATTIS

SIGNATURE

DATE 05-20-2016

FLINTCO
Constructive Solutions

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 031	5/19/2016	Additional Parapet Steel Per ESI 005	New

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Consultant Directive			

Notes	Revenue Code

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - QUAIOC - 000.051000.S	5/26/2016		**Budget:**	Pend Rev	$0	$15,742	$15,742	$15,742
Added parapet steel for Quality Iron to fabricate and erect based on ESI 005			**Cost:**	Pend Commt	$0	$15,742	$15,742	$15,742
002 - - 000.975700.M	5/26/2016		**Budget:**	Pend Rev	$0	-$15,742	-$15,742	-$15,742
Funding change from Buyout Savings			**Cost:**	Pend Commt	$0	-$15,742	-$15,742	-$15,742

QUALITYIRON OF LOUISIANA

QI Project No.:	E15-48
QI Change Order No.:	2

CONTRACTOR:	FlintCo	DATE:	31-Mar-16
ATTENTION:	David Freisner		
PROJECT:	Williamson County Expo Center		
REFERENCE:	ESI 5 - Added vertical channels at perimeter to support LGMF, XS-04.		

** NOTE: Material prices are subject to change to current market value at time of approval **

SHOP LABOR	26	*Hours* @	$75.00		$1,950
MATERIAL: C3x4.1	492	*Lbs.* @	$0.8695		$428
MATERIAL: Bent Plate	0	*Lbs.* @	$0.9295		$0
MATERIAL: Tube	0	*Lbs.* @	$0.5865		$0
MATERIAL: Pipe	0	*Lbs.* @	$0.4985		$0
FREIGHT	639	*Miles* @	$4.20	$2,683.80	$650
DETAILING	2	*Hours* @	$65.00		$130
PRIME COAT	1	*Tons* @	$100		$100
TOP COAT	0	*Tons* @	$160		$0
GALVANIZING	0	*Lbs.* @	$0.4400		$968
FIELD LABOR & EQUIPMENT					$10,085
TAXES	$1,818	@	0.00% (tax exempt)		$0
		SUB TOTAL			$14,311
		OVERHEAD	10%		$1,431
		SUB TOTAL			$15,742
		PROFIT	0%		$0
		SUB TOTAL			$15,742
		BOND	0.0%		$0
		TOTAL			$15,742

ACCEPTED BY: _____

(No Work Will Be Performed Without Authorization)

PLUS TIME EXTENSION 3 days

CHOCTAW ERECTORS, INC.

April 15, 2016

Quality Iron of Louisiana
30875 Strawberry Ln.
Hammond, LA 70403

Attn: Jeremy Bain

Re. Williamson County Expo Center
Taylor, Texas

Gentlemen:

Attached you will find our estimate for the additional work involved with Parapet Support ESI, which totals $10,085. Please review and issue your Change Order to cover this issue.

If you have any questions regarding any of these issues, please do not hesitate to contact us.

Sincerely

Choctaw Erectors, Inc.

Dale Pickett
Estimator

P.O. Box 156506
Fort Worth, Texas 76155

Phone (817) 285-7199
Fax (817) 285-7191

Choctaw Erectors, Inc.

DATE 4/13/2016
CHANGE # CR 1
ARCHT #
CONTRACTOR #
FABR #

CHANGE ORDER ESTIMATE

DESCRIPTION: ESI Parapet Support

QTY	DESCRIPTION	CREW-HR ERECT	CREW-HR DETAIL
26	Vert Channels	0.0	15.6
52	Weld	0.0	5.2
26	Prep Channels	0.0	2.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
	CREW HOUR TOTALS:	0.0	22.8
	5 Man ERECTION CREW @	$613.20 /hr	$0
	5 Man DETAIL CREW @	$434.52 /hr	$9,885
	Forklift rental 1 Day		$200
	TOTAL PRICE:		**$10,085**
	TIME EXTENSION FOR THIS CHANGE SHALL BE:		**1.0 days**

ENGINEER'S SUPPLEMENTAL INSTRUCTIONS

Distribution to:

OWNER	☐
ARCHITECT	☑
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT: (name, address)	Williamson County Expo Center 210 Carlos Parker Blvd. Taylor, Texas	ENGINEER'S SUPPLEMENTAL INSTRUCTION NO: 005
OWNER:	Williamson County	DATE OF ISSUANCE: 3/30/16
TO (Architect):	Populous	ENGINEER: Engineering 360, Inc.
CONTRACT FOR: General Construction		ENGINEER'S PROJECT NO: 14095

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Engineer.

Description:

Add vertical channels at Pre-Function perimeter as required to support Lt Ga Metal parapet framing, reference attached drawing.

STATE OF TEXAS
LAURENCE J. FISHER
50110
REGISTERED
PROFESSIONAL ENGINEER

ATTACHMENTS: XS-04

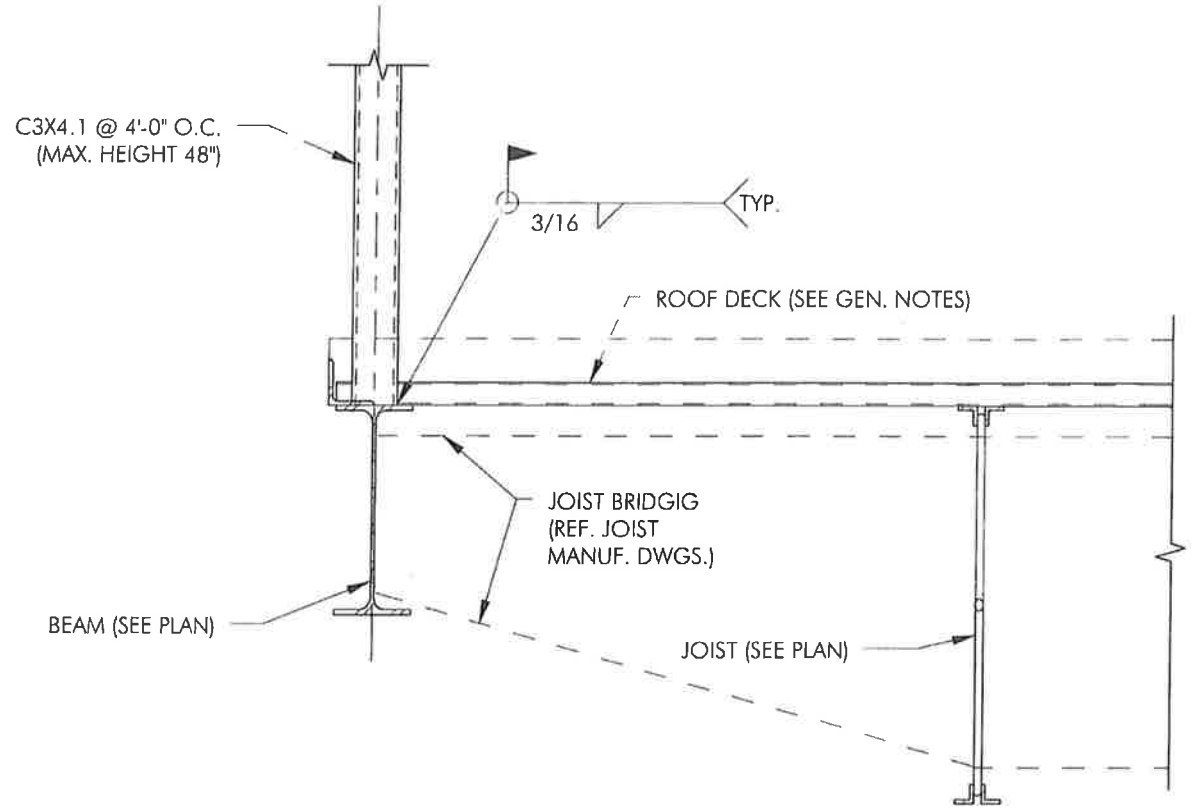
ISSUED:

BY: _____
Engineer Larry J. Fisher

ACCEPTED:

BY: _____
Contractor

WCEX PQCCOR-2Additional Perimeter Channels Upgrade.pdf



1 SECTION

ESI No. 005 1" = 1'-0"

STATE OF TEXAS
LAURENCE J. FISHER
50110
REGISTERED
PROFESSIONAL ENGINEER

3/30/16

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LAURENCE J. FISHER, P.E. 50110.
THIS DRAWING IS ISSUED FOR CONSTRUCTION. THIS DRAWING MAY NOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ENGINEER, AND THEN ONLY IN ACCORDANCE WITH THE RULES OF THE TEXAS ENGINEERING PRACTICE ACT.

360 ENGINEERING INC.
2851 Joe DiMaggio Blvd., Suite 22
Round Rock, TX 78665
Phone (512) 244-1966
Fax (512) 388-3698
TBPE Registration No. F-12702
JOB NO. 14095
© 2015 ENGINEERING 360, Inc.

PROJECT:
WILLIAMSON COUNTY EXPO CENTER
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

SHT NO: XS-04
DATE: 03/30/16
BY: JS

FLINTCO
Constructive Solutions

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 032	5/19/2016	Added Curb @ Alt #3 & RFI 48 Added Concrete	New

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Change Condition			

Notes	Revenue Code

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - KEYCO - 000.030000.S	5/26/2016		**Budget:**	Pend Rev	$0	$2,105	$2,105	$2,105
Keystone Add for Added Curb @ Alt #3 & RFI 48 Added Concrete			**Cost:**	Pend Commt	$0	$2,105	$2,105	$2,105
002 - - 000.975700.M	5/26/2016		**Budget:**	Pend Rev	$0	-$2,105	-$2,105	-$2,105
Funding Change Via Buyout Savings			**Cost:**	Pend Commt	$0	-$2,105	-$2,105	-$2,105

KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
April 8, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #07 — **RFI 048 & Curb at Alt #3**

Keystone Concrete Placement's Work:

Transition concrete slab on grade at Common Area to Existing Grade beam per RFI 048. Add 220 lf of 2" x 8" Curb at Alt #3 per attached drawing. (RFI 048 - $1,185, Add Curb - $918) w/ 10% OH&P.

Labor:		$	1,205
Materials:		$	708
Equipment:		$	-
Overhead & Profit:	10%	$	192

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.
Note: Excludes Spoils haul-off.
Note: Water to be made available during concrete work.
Note: Work during normal business hours, no overtime.

Total Change Request: $ 2,105

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

FLINTCO Constructive Solutions

Request For Information 048

Importance: Urgent **Status:** Open

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel:

RFI #: 048 **Date Created: 1/13/2016**

Answer Company	Answered By	Author Company	Authored By
		Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249	Ricky Galloway

Co-Respondent	Author RFI Number
	048

Subject	Discipline	Category
Existing Grade Beam Elevation		

Question **Date Required: 1/20/2016**

Ref: A1-2

Existing arena south grade beam elevation is 623.21. Top of slab elevations for new building range 623.17-623.00 (or ½"-2" below existing arena grade beam). Please provide direction for transition from existing grade beam to new top of slab elevations.

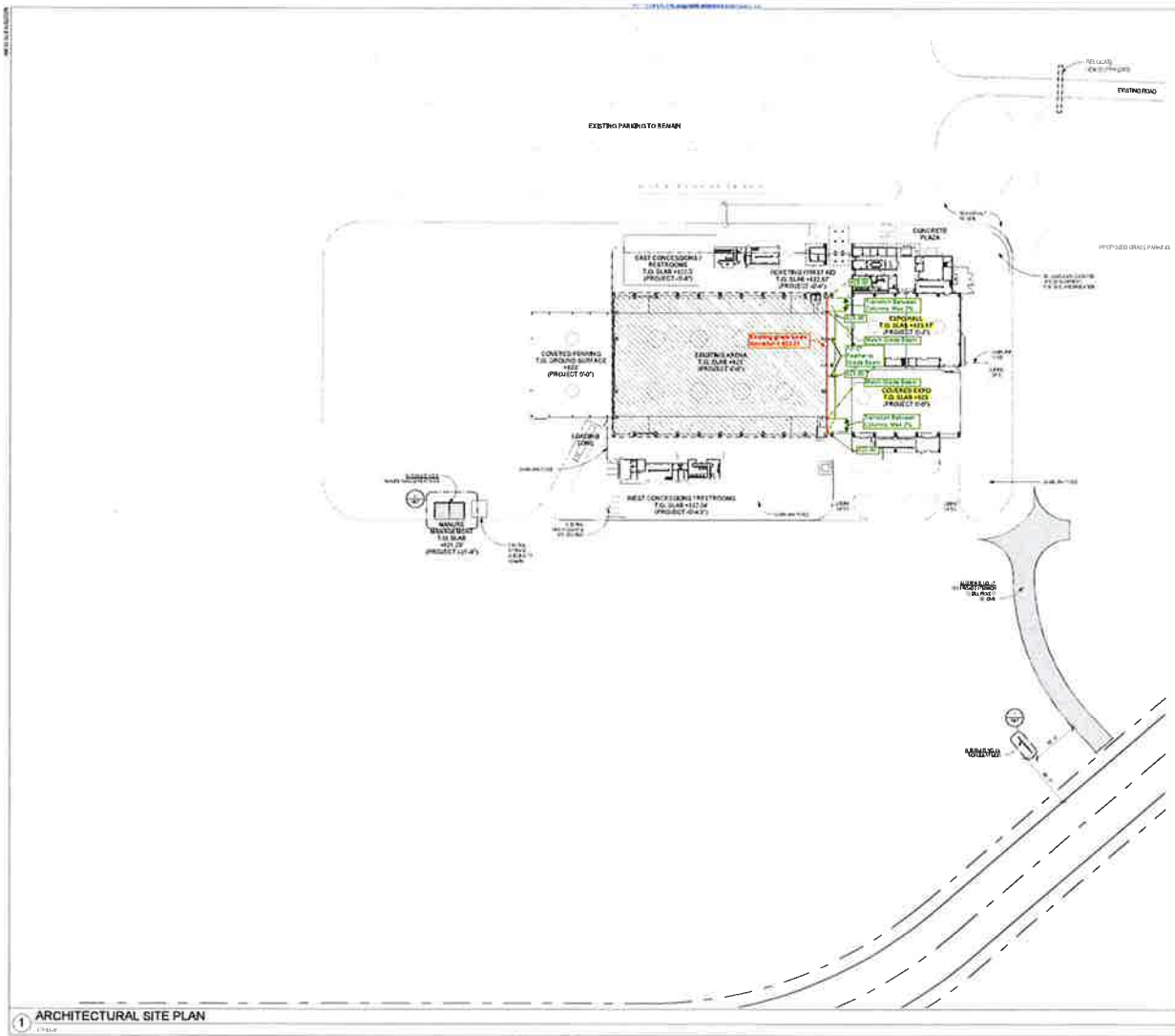
Please note, new pad site work is ongoing. Any changes to new top of slab elevations are required immediately. Time is of the essence.

Answer **Date Answered:**

Attachments

* A1-2 - RFI 048.pdf
* IMG_0566.JPG

Please see attached in green for direction on transition from Covered Expo slab to Existing Grade Beam.
Bill Bourne, Populous, 01/21/2016



1 ARCHITECTURAL SITE PLAN

PROJECT NORTH

NORTH

POPULOUS

POPULOUS

WILLIAMSON COUNTY EXPO CENTER

210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

CONSTRUCTION DOCUMENTS

September 15 2015

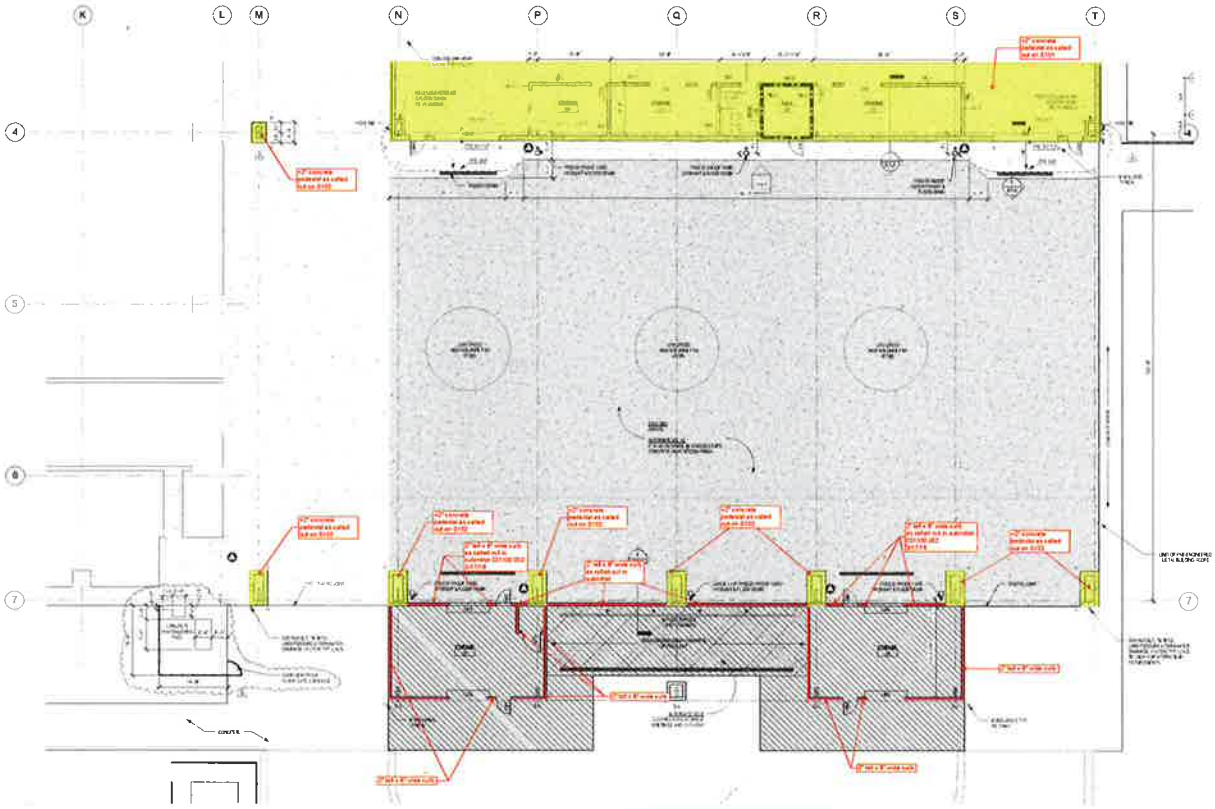
REVISIONS

ARCHITECTURAL SITE PLAN

A1-2

PCO 0[illegible]





ALTERNATE #3 - CONCRETE POUR CLARIFICATIONS
3/16/2015 - POPULOUS

1 OPTION 01.B AREA PLAN - SOUTHWEST

PROJECT NORTH

NORTH

POPULOUS

POPULOUS

WILLIAMSON COUNTY EXPO CENTER

210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

CONSTRUCTION DOCUMENTS

September 16, 2015

REVISIONS

SOUTHWEST AREA PLAN

A2-1B

FLINTCO
Constructive Solutions

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW
Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 037	5/19/2016	RFI 94 Trash Enclosure Changes	New
Category	**Reason**	**Reference**	**COR Number**	**PCCO Number**
Change Order	Change Condition			
Notes				**Revenue Code**

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - KEYCO - 000.030000.S	5/26/2016		**Budget:**	Pend Rev	$0	$5,561	$5,561	$5,561
Keystone Concrete Add for Additional Concrete @ Trash Enclosure			**Cost:**	Pend Commt	$0	$5,561	$5,561	$5,561
002 - QUAIOC - 000.051000.S	5/26/2016		**Budget:**	Pend Rev	$0	$1,800	$1,800	$1,800
Quality Iron Added Bollards			**Cost:**	Pend Commt	$0	$1,800	$1,800	$1,800
003 - -	5/26/2016		**Budget:**	Pend Rev	$0	-$7,361	-$7,361	-$7,361
Funding Change Via Buyout Savings			**Cost:**	Pend Commt	$0	-$7,361	-$7,361	-$7,361

FLINTCO
Constructive Solutions

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 034	5/19/2016	RFI 92 Expansion Joint @ Grid L		New
Category	**Reason**	**Reference**	**COR Number**	**PCCO Number**
Change Order	Change Condition			
Notes				**Revenue Code**

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - ALPIN - 000.071000.S	5/26/2016		**Budget:**	Pend Rev	$0	$3,150	$3,150	$3,150
Alpha Waterproofing Add for Traffic Plates			**Cost:**	Pend Commt	$0	$3,150	$3,150	$3,150
002 - ORC - 000.017123.S	5/26/2016		**Budget:**	Pend Rev	$0	$1,000	$1,000	$1,000
Oakridge Add for Grouting Joints			**Cost:**	Pend Commt	$0	$1,000	$1,000	$1,000
003 - -	5/26/2016		**Budget:**	Pend Rev	$0	-$4,150	-$4,150	-$4,150
Funding Change Via Buyout Savings			**Cost:**	Pend Commt	$0	-$4,150	-$4,150	-$4,150

FLINTCO Constructive Solutions

Request For Information 092

Importance: Urgent **Status:** Open

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel:

RFI #: 092 **Date Created: 3/28/2016**

Answer Company	Answered By	Author Company	Authored By
Populous Architects 300 Wyandotte Suite 200 Kansas City, MO 64105	Bill Bourne	Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249	Ricky Galloway

Co-Respondent	Author RFI Number
	092

Subject	Discipline	Category
Expansion Joint at Grid L		

Question **Date Required: 4/4/2016**

Please provide detail of the expansion joint needed along Grid L where new slab ties into existing grade beam. Per discussions with Larry Fisher on 3/28/16, 1/2" felt expansion material will be needed. Existing grade beam at this location is chamfered. Contractor recommends a caulk joint to flush out and cover this chamfer.

Answer **Date Answered:**

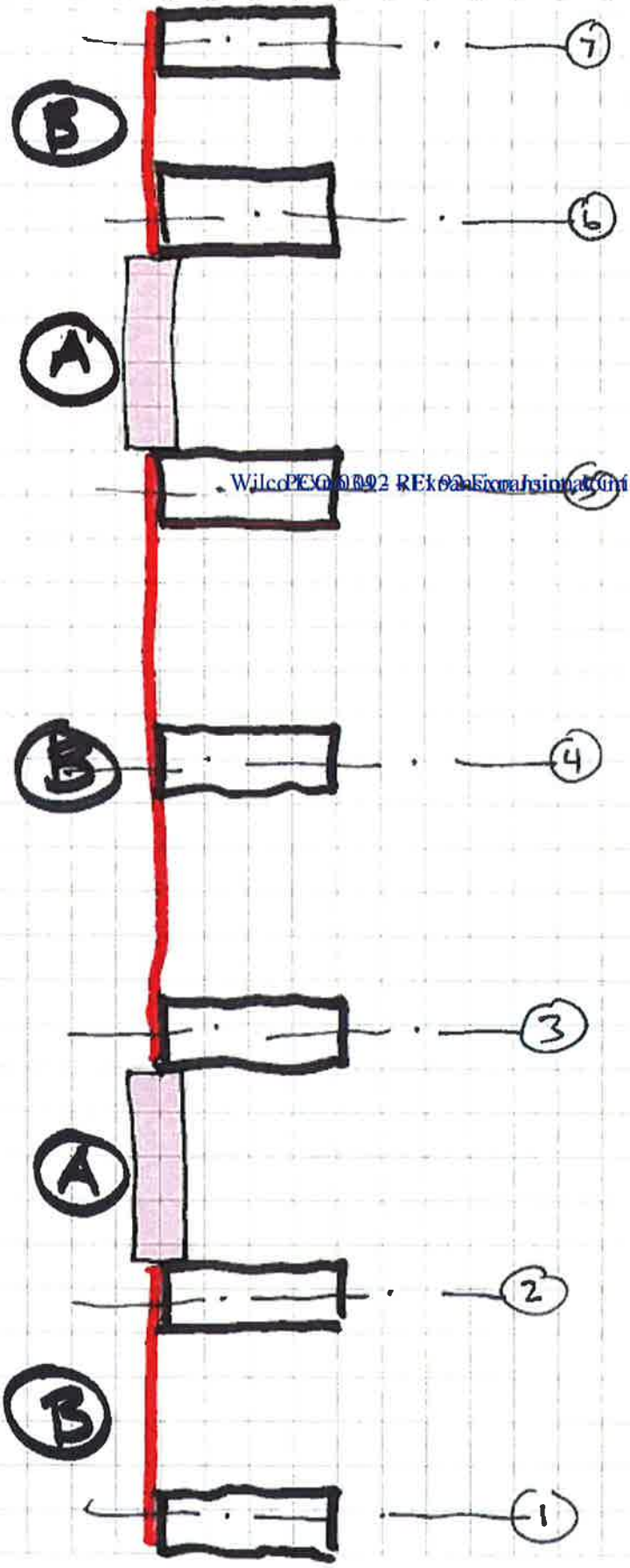
See attached sketches for clarification of expansion joint along grid 'L'.

EMSEAL SJS Assembly between column wraps 2&3 and 5&6.(Type A in sketch)

1/2" felt with Caulk joint between slab and grade beam.(Type B in Sketch)

Sloping slab/feathering from top of grade beam to finish floor elevation per RFI 048.

Bill Bourne, Populous, 4/5/2016

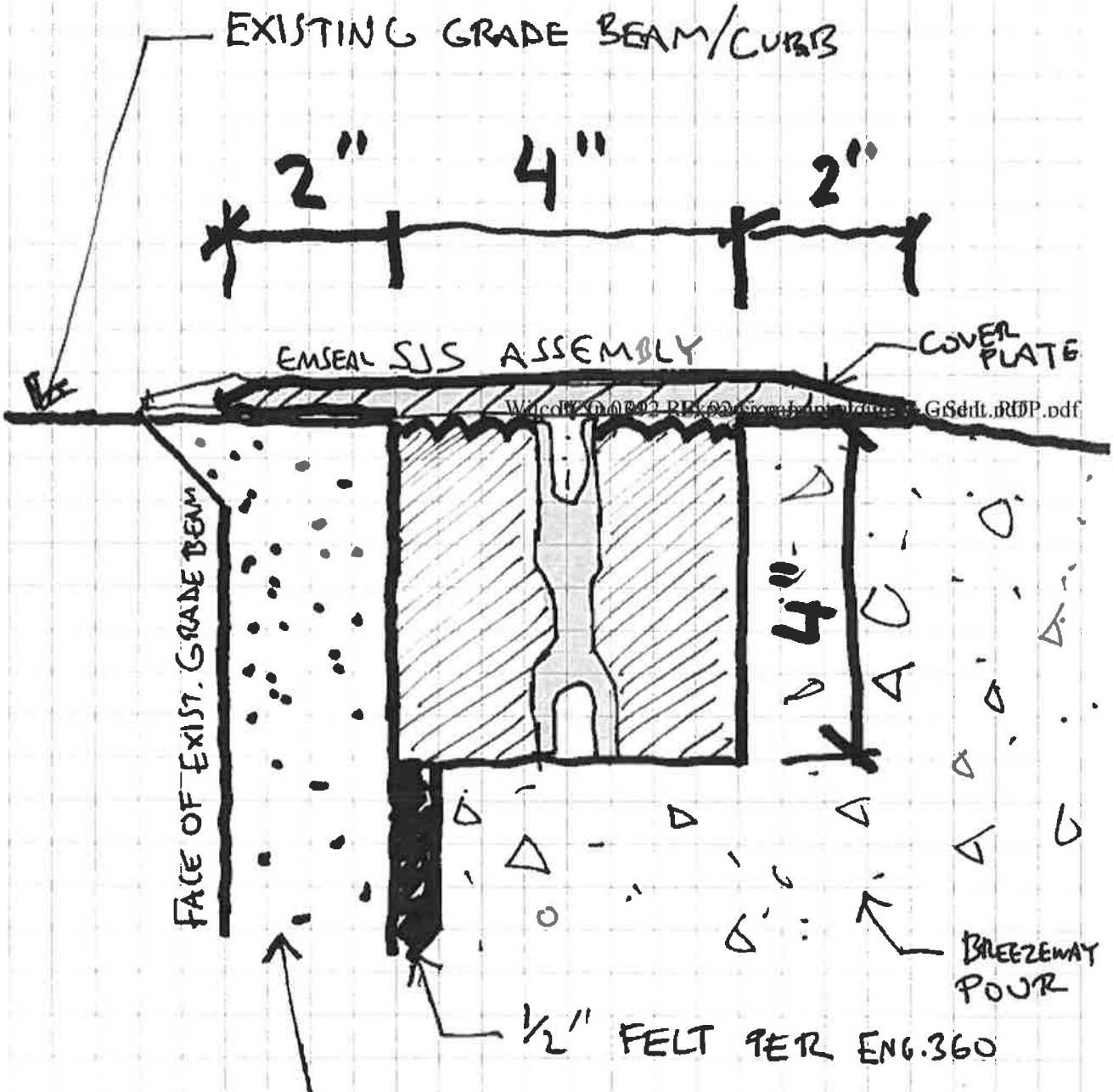


Wilco PEX0392 Exhibit 93 Examination Unit 7 LGS Set 1 PDP.pdf

EXP. JOINT PLAN REFERENCE

POPULOUS

4.5.16

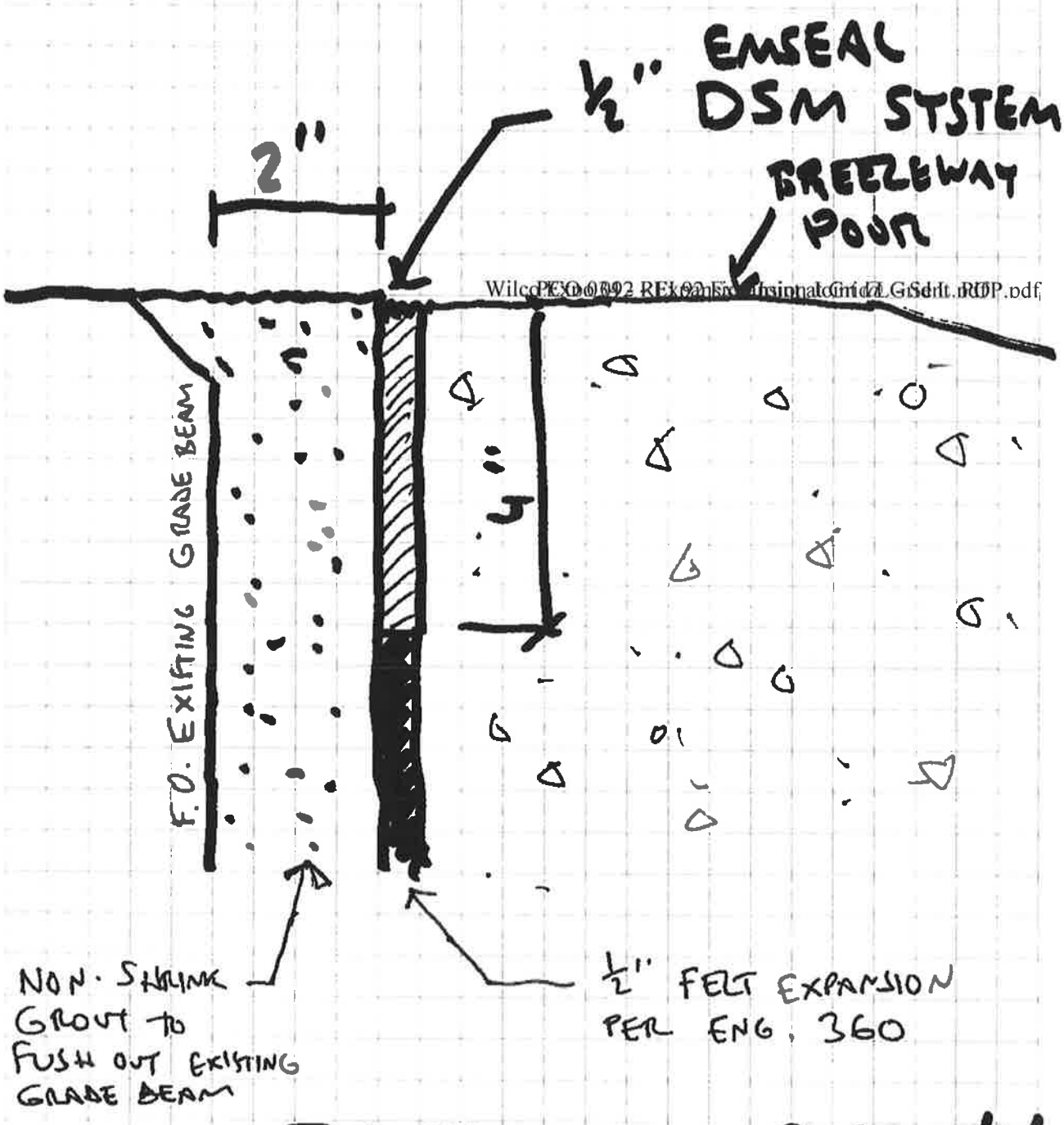


EMSEAL SJS ASSEMBLY @ 'L' BTWN COLUMN WRAPS 2 & 3 and 5 & 6.

(A)

4.5.16

POPULOUS



EXPANSION JOINT @ GRID 'L'

4.5.16

B

ALPHA
INSULATION & WATERPROOFING, INC.
598 Greenhill Drive, Ste. C • Round Rock, Texas 78665 • Tel: (512) 873-7133 • Fax: (512) 873-7381

May 4, 2016 Via: Email
FLINTCO
David Freisner

SUBJECT: Expansion Joint Proposal
PROJECT: Williamson County Expo Center

Expansion Joint

Inclusions: Installation of Construction Specialties RFD 300 Series Joint at south elevation from new to existing concrete to concrete joint. Pricing includes 2 -15' joints (material is ordered in 20' stock lengths to prevent splicing in middle of joint)

Exclusions: Concrete patching, concrete cutting/grinding, and anything else not mentioned above.

$3,150

Notes and Clarifications:

All materials are furnished and installed.
Sales tax is excluded.
OSHA 30 Certified.
Bond is not included; contact Alpha for job-specific pricing. Payment and Performance Bonds, if required, are as per bond forms AGC 606 (2004) and AGC 607 (2004).
We acknowledge a wage scale.
We self-perform 100% of our work.
The terms & conditions of this proposal and the scopes of work it contains are based on AIA-201A until contract negotiations have been finalized.
Proposal valid for 60 days unless otherwise noted.
We acknowledge Addm 1-4

Alpha Insulation & Waterproofing, Inc. is a Certified Minority Owned Enterprise

I would like to thank you for considering Alpha Insulation & Waterproofing. I will contact you shortly by phone to address any technical or scope questions you may have concerning the systems proposed above.

Sincerely,
ALPHA INSULATION & WATERPROOFING,INC.

Spencer Schneider
Operations Manager

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	$867,750.00	$ (867,750.00)	$0.00	$689,750.32
SOFT COST	$622,113.50	$ (209,218.48)	$412,895.02	$125,744.28
GMP (SEE GMP BALANCES ON SHEET 2)	$10,978,073.00	$ (10,257,061.00)	$721,012.00	$3,417,225.00
SUBTOTALS	**$12,467,936.50**	**$ (11,334,029.48)**	**$1,133,907.02**	**$4,232,719.60**

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			($500,000.00)
	PCO#020 - Transfer to Owner Contingency			($400,000.00)
Construction Manager Contingency - Subtotal		$1,125,458.00	$0.00	($900,000.00)
Construction Manager Contingency - Total			$1,125,458.00	**$225,458.00**

Owner's Construction Contingency		$253,228.00		
	PCO#011 - Transfer from CM Contingency			$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			($24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			($489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			($14,579.00)
OCO#004	PCO#018 - Concrete Protection			($2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			($12,860.00)
	PCO#020 - Transfer from CM Contingency			$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competion			($399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			($162,409.00)
OCO#007	Electrical Upgrades			($15,225.00)
OCO#008	NOT ACCEPTED			$0.00
Owner's Construction Contingency - Subtotal		$253,228.00	$0.00	($220,276.00)
Owner's Construction Contingency - Total			$253,228.00	**$32,952.00**

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		$514,258.00		
	PCO#010 - Removal of 6 Trees			($2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			($4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			($673.00)
OCO#007	Added Scope through ASI 005			($58,207.00)
Future Buyout Delta - Subtotal		$514,258.00	$0.00	($51,656.00)
Future Buyout Delta - Total			$514,258.00	**$462,602.00**

Commissioners Court - Regular Session **16.**

Meeting Date: 06/07/2016

Justice of the Peace 4 APRIL 2016 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM APR 2016

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/25/2016 02:48 PM
Form Started By: Veronica Bolander		Started On: 05/25/2016 10:55 AM
Final Approval Date: 05/25/2016		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April, 2016.

Judy A. Hobbs

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

10th **day of** May, 2016 **to certify which witness my hand and seal of office.**

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

Veronica Bolander

NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2016-04/30/2016

Date Printed: 5/10/2016
Time Printed: 9:16:54AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	5	26.25	26.25	0.00	0.00	0.00	0.00	26.25	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	4	42.00	42.00	0.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	68	1,600.00	1,600.00	200.25	965.00	25.00	0.00	409.75	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	107	606.00	606.00	66.06	423.60	6.00	0.00	110.34	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	92	6,090.00	6,090.00	840.59	3,725.40	70.00	0.00	1,454.01	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	3	75.00	75.00	25.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	6	30.00	30.00	0.00	25.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	6	900.00	900.00	0.00	750.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	6	45.00	45.00	30.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	15	30.00	30.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	4	92.00	92.00	0.00	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	32	750.00	750.00	0.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	107	1,010.00	1,010.00	110.10	706.00	10.00	0.00	183.90	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSE	OCCUPATIONAL LICENSE	3	75.00	75.00	25.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	1	57.00	57.00	0.00	57.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REPAIR&REM	REPAIR&REMEDY	1	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TCF	TRUANT CONDUCT FEE	37	700.00	650.00	300.00	0.00	50.00	0.00	300.00	0.00	50.00	0.00	01-0369-0000-34191

TOTALS SUMMARY	499	12,163.25	12,113.25	1,622.00	7,611.00	161.00	0.00	2,719.25	$0.00	50.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$1,622.00				**CSR Credit**	$50.00	**Post for Refund** $0.00
Checks	$7,611.00				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$161.00						
Credit Cards :	$2,719.25	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00	

TOTAL CURRENCY $12,113.25	**ESCROW PAID** $0.00	**TRAN. FEES** $0.00	**TOTAL** $50.00	**TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2016-04/30/2016

Date Printed: 5/10/2016
Time Printed: 9:16:54AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		57.00	0.00	0.00	0.00	0.00	57.00
0100-0000-341804		1,504.25	471.00	0.00	0.00	0.00	1,975.25
0100-0000-341904		5,385.99	1,604.01	0.00	0.00	0.00	6,990.00
0100.0000.341804		775.00	50.00	0.00	0.00	0.00	825.00
0399-0000-208822		495.66	110.34	0.00	0.00	0.00	606.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	826.10	183.90	0.00	0.00	0.00	1,010.00
01-0369-0000-341917	TRUANT CONDUCT FEE	350.00	300.00	50.00	0.00	0.00	700.00
TOTALS :		9,394.00	2,719.25	50.00	0.00	0.00	12,163.25

Detailed report has been sent to Auditor's Office.

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2016-04/30/2016

Date Printed: 5/10/2016
Time Printed: 9:14:05AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	83	384.02	375.57	62.79	0.00	44.83	0.00	267.95	3.45	5.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	84	388.56	363.56	62.40	0.00	90.00	0.00	211.16	5.00	20.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	9	45.00	45.00	15.00	0.00	5.00	0.00	25.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	12	200.00	180.00	40.00	0.00	0.00	0.00	140.00	0.00	20.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	24.02	24.02	15.00	0.00	0.00	0.00	9.02	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	2	20.00	20.00	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	53	5,545.83	3,978.85	1,368.69	0.00	946.58	0.00	1,663.58	754.55	812.43	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	33	286.70	286.70	9.90	0.00	178.20	0.00	98.60	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	362	48,862.20	43,415.40	10,968.92	0.00	5,162.00	0.00	27,284.48	2,650.00	2,796.80	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	2	3.20	3.20	2.00	0.00	0.00	0.00	1.20	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	8	1,110.00	1,110.00	595.00	0.00	0.00	0.00	515.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	111	304.94	289.94	24.50	0.00	66.63	0.00	198.81	6.00	9.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	15	53.75	48.75	26.15	0.00	10.00	0.00	12.60	5.00	0.00	0.00	0100-0000-341914
C1W.	CONSTABLE 1 WARRANT	6	282.55	32.55	0.00	0.00	0.00	0.00	32.55	0.00	250.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	2	100.00	100.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	1	30.07	30.07	0.00	0.00	0.00	0.00	30.07	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	54	2,272.63	2,022.63	1,066.40	0.00	146.79	0.00	809.44	50.00	200.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	248	8,697.05	8,149.45	1,747.59	0.00	1,445.86	0.00	4,956.00	187.60	360.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	248	655.08	614.01	132.80	0.00	108.43	0.00	372.78	14.07	27.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	245	215.77	202.08	43.27	0.00	36.15	0.00	122.66	4.69	9.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	21	100.85	77.40	17.40	0.00	40.00	0.00	20.00	23.45	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	24	942.57	842.57	143.50	0.00	400.00	0.00	299.07	100.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	2	8.01	8.01	5.00	0.00	0.00	0.00	3.01	0.00	0.00	0.00	0399-0000-208170
FNLC	FINE-LOCAL PORTION	1	30.60	30.60	0.00	0.00	0.00	0.00	30.60	0.00	0.00	0.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	1	19.40	19.40	0.00	0.00	0.00	0.00	19.40	0.00	0.00	0.00	0399-0000-208720
HWF	HUTTO POLICE DEPARTM	3	130.50	30.50	30.50	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	242	425.53	398.15	86.54	0.00	72.29	0.00	239.32	9.38	18.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	2	0.65	0.65	0.50	0.00	0.00	0.00	0.15	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	227	1,010.67	967.22	216.34	0.00	170.73	0.00	580.15	23.45	20.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	247	871.05	816.29	177.07	0.00	144.58	0.00	494.64	18.76	36.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	246	867.05	812.29	173.07	0.00	144.58	0.00	494.64	18.76	36.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	246	1,292.58	1,210.44	259.61	0.00	216.87	0.00	733.96	28.14	54.00	0.00	0399-0000-208352
JURY	JURY FEE	1	3.00	3.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVENI	3	3.90	3.90	1.40	0.00	2.50	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	120	10.71	10.31	1.31	0.00	2.28	0.00	6.72	0.10	0.30	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	9	1,650.00	1,650.00	0.00	0.00	1,650.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	3	20.00	20.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	21	100.85	77.40	17.40	0.00	40.00	0.00	20.00	23.45	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	8	1,250.00	1,250.00	0.00	0.00	500.00	0.00	750.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	111	3,049.44	2,899.44	245.04	0.00	666.30	0.00	1,988.10	60.00	90.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	15	71.70	66.70	0.00	0.00	2.75	0.00	63.95	0.00	5.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	45	183.53	168.53	36.15	0.00	26.03	0.00	106.35	0.00	15.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	2	84.50	50.00	0.00	0.00	50.00	0.00	0.00	34.50	0.00	0.00	0399-0000-208400
THWF	THRALL POLICE DEPART	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	76	1,554.49	1,304.49	487.85	0.00	200.91	0.00	615.73	25.00	225.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	181	327.66	320.28	68.54	0.00	55.52	0.00	196.22	5.38	2.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	1	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	33	2,587.24	2,587.24	506.60	0.00	302.70	0.00	1,777.94	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY	3473	86,178.35	77,017.09	18,714.73	0.00	12,928.51	0.00	45,373.85	$4,150.73	5,010.53	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$18,714.73			**CSR Credit**	$5,010.53	**Post for Refund** $0.00
Checks	$0.00			**Jail Credit**	$4,150.73	
Money Orders	$12,928.51					**Over Payments** $0.00
Credit Cards :	$45,373.85	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00
TOTAL CURRENCY	$77,017.09	**ESCROW PAID**	$0.00	**TRAN. FEES** $0.00	**TOTAL**	$9,161.26 **TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2016-04/30/2016

Date Printed: 5/10/2016
Time Printed: 9:14:05AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		595.00	515.00	0.00	0.00	0.00	1,110.00
0100-0000-209700		0.00	20.00	0.00	0.00	0.00	20.00
0100-0000-341804		1,675.65	1,857.43	290.35	0.00	0.00	3,823.43
0100-0000-341911		0.00	32.55	250.00	0.00	0.00	282.55
0100-0000-341913		0.00	100.00	0.00	0.00	0.00	100.00
0100-0000-341914		1,314.27	1,022.41	275.00	0.00	0.00	2,611.68
0100-0000-351304		16,130.92	27,315.08	5,446.80	0.00	0.00	48,892.80
0100-0000-370500		3.90	0.00	0.00	0.00	0.00	3.90
0360-0000-341150		241.23	372.78	41.07	0.00	0.00	655.08
0361-0000-341154		79.42	122.66	13.69	0.00	0.00	215.77
0372-0000-341144		321.65	494.64	54.76	0.00	0.00	871.05
0399-0000-208160		3,193.45	4,956.00	547.60	0.00	0.00	8,697.05
0399-0000-208170		5.00	3.01	0.00	0.00	0.00	8.01
0399-0000-208180		0.50	0.15	0.00	0.00	0.00	0.65
0399-0000-208235		317.65	494.64	54.76	0.00	0.00	867.05
0399-0000-208300		15.00	9.02	0.00	0.00	0.00	24.02
0399-0000-208352		476.48	733.96	82.14	0.00	0.00	1,292.58
0399-0000-208400		222.40	236.16	59.50	0.00	0.00	518.06
0399-0000-208425		911.34	1,988.10	150.00	0.00	0.00	3,049.44
0399-0000-208500		2.00	1.20	0.00	0.00	0.00	3.20
0399-0000-208720		0.00	19.40	0.00	0.00	0.00	19.40
0399-0000-208730		0.50	0.00	0.00	0.00	0.00	0.50
0399-0000-208850		1,650.00	0.00	0.00	0.00	0.00	1,650.00
0399-0000-208860		688.76	615.73	250.00	0.00	0.00	1,554.49
0399.0000.208703		158.83	239.32	27.38	0.00	0.00	425.53
0399-0000-208415		3.59	6.72	0.40	0.00	0.00	10.71
0100-0000-207027		809.30	1,777.94	0.00	0.00	0.00	2,587.24
01.0100.0000.207017	DLQ FEE	2,315.27	1,663.58	1,566.98	0.00	0.00	5,545.83
0103690000370000	JUVENILE CASE MANAGER FUND	387.07	580.15	43.45	0.00	0.00	1,010.67
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	124.06	196.22	7.38	0.00	0.00	327.66
TOTALS :		31,643.24	45,373.85	9,161.26	0.00	0.00	86,178.35

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **17.**

Meeting Date: 06/07/2016

Siena Section 19 - Final Plat

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, 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 Siena Section 19 subdivision - Pct 4.

Background

This is the next section of the Siena development. It consists of 37 single family lots and 1,394 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena Section 19 - Final Plat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/19/2016 11:42 AM
Form Started By: Stephen Jones-Meyer		Started On: 05/19/2016 10:35 AM
Final Approval Date: 05/19/2016		

LEGEND:

o = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
PUE = PUBLIC UTILITY EASEMENT
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BL = BUILDING SETBACK LINE
684.0 = MINIMUM FINISHED FLOOR ELEVATION (NAVD 88)

PLAT OF

SIENA SECTION 19

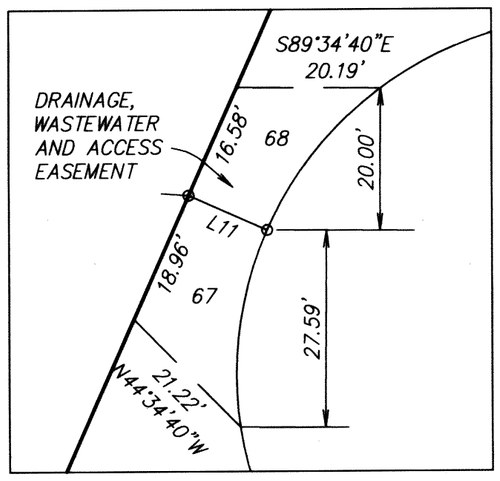
WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 80'

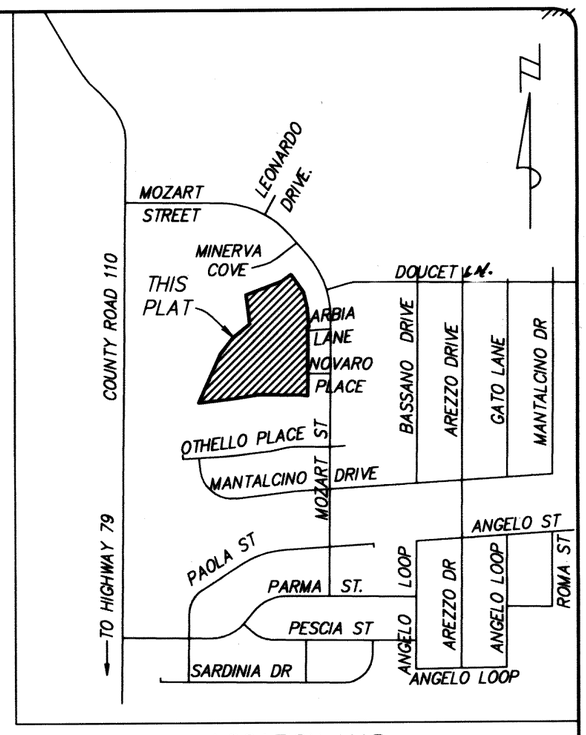
0 100' 200' 300' 400'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	30.77	25.00	70°31'44"	N55°09'28"E	28.87
C2	218.63	50.00	250°31'44"	N34°50'32"W	81.65
C3	78.29	50.00	89°42'39"	N64°44'56"E	70.53
C4	82.36	50.00	94°22'29"	N23°12'30"W	73.36
C5	57.98	50.00	66°26'36"	N57°12'02"E	54.79
C6	139.09	155.00	51°24'58"	N26°07'49"E	134.47
C7	183.96	205.00	51°24'58"	N26°07'49"E	177.85
C8	89.11	205.00	24°54'15"	N12°52'28"E	88.41
C9	56.36	205.00	15°45'05"	N33°12'08"E	56.18
C10	38.50	205.00	10°45'38"	N46°27'30"E	38.44
C11	161.19	275.00	33°35'02"	N68°37'49"E	158.89
C12	3.59	275.00	0°44'56"	N52°12'47"E	3.59
C13	101.02	275.00	21°02'50"	N63°06'40"E	100.45
C14	56.58	275.00	11°47'15"	N79°31'43"E	56.48
C15	115.74	325.00	20°24'14"	N62°02'26"E	115.13
C16	4.81	325.00	0°50'55"	N52°15'46"E	4.81
C17	58.38	325.00	10°17'32"	N57°50'00"E	58.30
C18	52.54	325.00	9°15'47"	N67°36'39"E	52.49
C19	21.03	25.00	48°11'23"	N35°05'46"W	20.41
C20	241.19	50.00	276°22'46"	N78°59'56"E	66.67
C21	21.03	25.00	48°11'23"	N13°05'37"E	20.41
C22	56.16	50.00	64°21'26"	N27°00'44"W	53.26
C23	40.64	50.00	46°34'16"	N28°27'07"E	39.53
C24	45.55	50.00	52°11'35"	N77°50'02"E	43.99
C25	39.80	50.00	45°36'42"	N53°15'50"W	38.76
C26	59.03	50.00	67°38'47"	N03°21'55"E	55.66

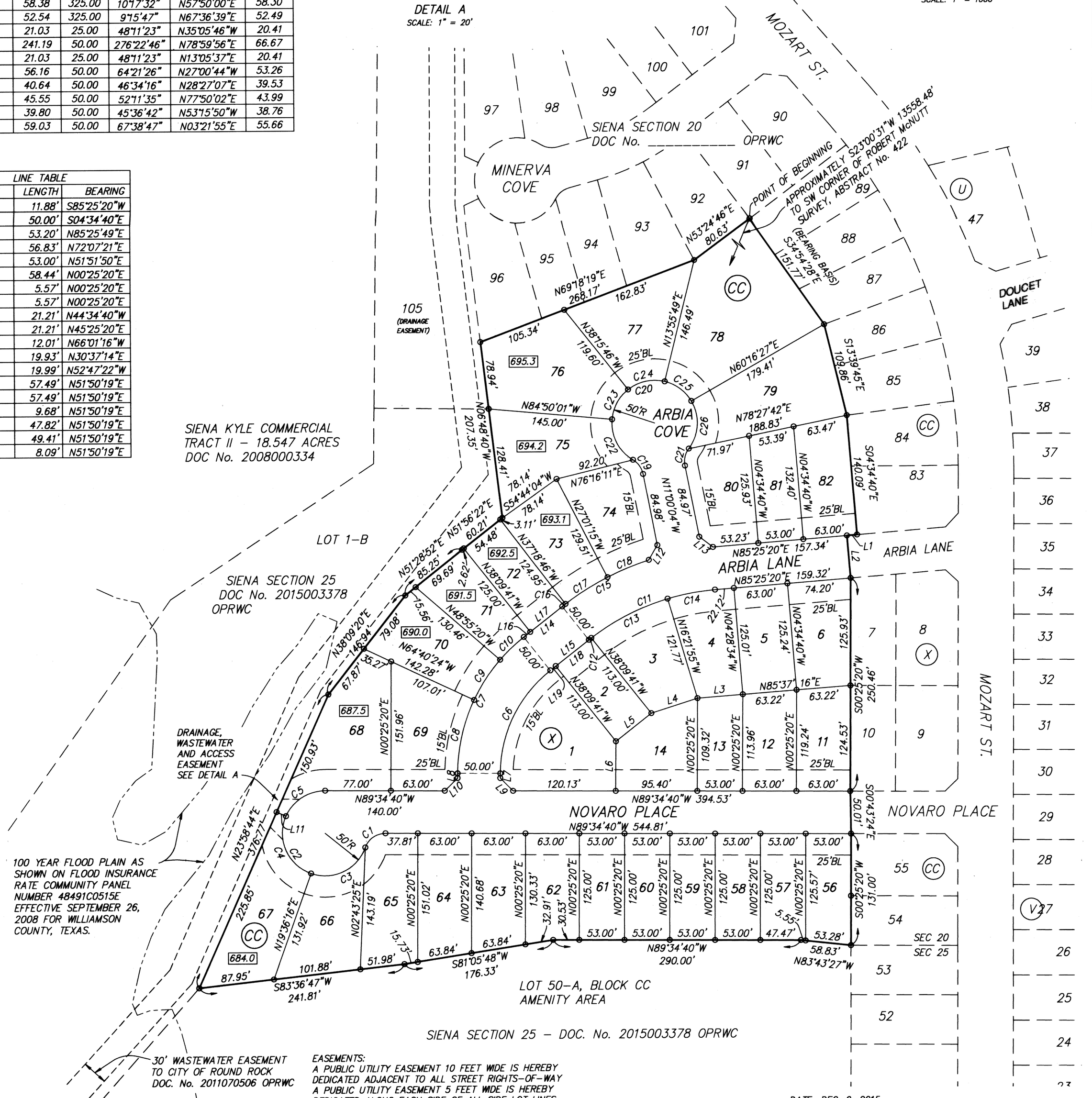
LINE TABLE		
LINE	LENGTH	BEARING
L1	11.88'	S85°25'20"W
L2	50.00'	S04°34'40"E
L3	53.20'	N85°25'49"E
L4	56.83'	N72°07'21"E
L5	53.00'	N51°51'50"E
L6	58.44'	N00°25'20"E
L7	5.57'	N00°25'20"E
L8	5.57'	N00°25'20"E
L9	21.21'	N44°34'40"W
L10	21.21'	N45°25'20"E
L11	12.01'	N66°01'16"W
L12	19.93'	N30°37'14"E
L13	19.99'	N52°47'22"W
L14	57.49'	N51°50'19"E
L15	57.49'	N51°50'19"E
L16	9.68'	N51°50'19"E
L17	47.82'	N51°50'19"E
L18	49.41'	N51°50'19"E
L19	8.09'	N51°50'19"E



DETAIL A
SCALE: 1" = 20'



LOCATION MAP
SCALE: 1" = 1000'



NEW STREETS			
NAME	LENGTH	DESIGN SPEED	ROW WIDTH
ARBIA LANE	600'	25	50'
ARBIA COVE	179'	25	50'
NOVARO PLACE	615'	25	50'
TOTAL	1394'		

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

SITE DATA:
9.81 ACRES
37 SINGLE FAMILY LOTS (14 @ 53' & 23 @ 63')

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

SHEET 1 OF 2 SHEETS

DATE: DEC. 9, 2015

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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SIENA SECTION 19

WILLIAMSON COUNTY, TEXAS

NOTES:

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
4. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT No. 2.
6. SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOMEOWNERS.
7. THE COUNTY (WILLIAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
8. 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.
9. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION 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.
10. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
11. THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL LOTS 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 BFE (BASE FLOOD ELEVATION), WHICHEVER IS HIGHER.

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 291.9779 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE WEST CORNER OF LOT 89, THE SOUTH CORNER OF LOT 91 AND THE EAST CORNER OF LOT 92, BLOCK CC, SIENA SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT No. _____ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE WEST LINE OF SAID PLAT OF SIENA SECTION 20 THE FOLLOWING EIGHT COURSES:

1. S.34°54'28"E. A DISTANCE OF 151.77 FEET TO A 1/2" IRON ROD SET;
2. S.13°39'45"E. A DISTANCE OF 109.86 FEET TO A 1/2" IRON ROD SET;
3. S.04°34'40"E. A DISTANCE OF 140.09 FEET TO A 1/2" IRON ROD SET;
4. S.85°25'20"W. A DISTANCE OF 11.88 FEET TO A 1/2" IRON ROD SET;
5. S.04°34'40"E. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
6. S.00°25'20"W. A DISTANCE OF 250.46 FEET TO A 1/2" IRON ROD SET;
7. S.00°43'24"E. A DISTANCE OF 50.01 FEET TO A 1/2" IRON ROD SET;
8. S.00°25'20"W. A DISTANCE OF 131.00 FEET TO A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 50-A, BLOCK CC, SIENA SECTION 25 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT No. 2015003378 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 50-A THE FOLLOWING FOUR COURSES:

1. N.83°43'27"W. A DISTANCE OF 58.83 FEET TO A 1/2" IRON ROD SET;
2. N.89°34'40"W. A DISTANCE OF 290.00 FEET TO A 1/2" IRON ROD SET;
3. S.81°05'48"W. A DISTANCE OF 176.33 FEET TO A 1/2" IRON ROD SET;
4. S.83°36'47"W. A DISTANCE OF 241.81 FEET TO A 1/2" IRON ROD SET IN THE EAST LINE LOT 1-B, BLOCK CC, SIENA SECTION 25 AT THE NORTHWEST CORNER OF SAID LOT 50-A;

THENCE ALONG SAID EAST LINE THE FOLLOWING FIVE COURSES:

1. N.23°58'44"E. A DISTANCE OF 376.77 FEET TO A 1/2" IRON ROD SET;
2. N.38°09'20"E. A DISTANCE OF 146.94 FEET TO A 1/2" IRON ROD SET;
3. N.51°28'52"E. A DISTANCE OF 85.25 FEET TO A 1/2" IRON ROD SET;
4. N.51°56'22"E. A DISTANCE OF 60.21 FEET TO A 1/2" IRON ROD SET;
5. N.06°48'40"W. (AT 128.41 FEET PASS THE NORTHEAST CORNER OF LOT 1-B AND CONTINUE ALONG THE EAST LINE OF LOT 105, BLOCK CC, SIENA SECTION 20) IN ALL A DISTANCE OF 207.35 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 96, BLOCK CC;

THENCE ALONG THE SOUTH LINE OF LOTS 92, 93, 94, 95 AND 96, BLOCK CC, THE FOLLOWING TWO COURSES:

1. N.69°18'19"E. A DISTANCE OF 268.17 FEET TO A 1/2" IRON ROD SET;
2. N.53°24'46"E. A DISTANCE OF 80.63 FEET TO THE SAID POINT OF BEGINNING.

ALL IRON RODS SET HAVE RJ SURVEYING CAPS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 291.9779 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. 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 19" 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 20th DAY OF January 2016.

SEDC DEVCO, INC.

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

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Travis .

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 20th DAY OF January, A. D., 2016.

NOTARY PUBLIC SIGNATURE

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires 08-12-2018

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Williamson

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 9.81 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2007070997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 9.81 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
~~EXECUTIVE~~ VICE PRESIDENT
COMMERCIAL LENDING

THE STATE OF TEXAS
COUNTY OF Williamson

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF January 2016

BY, _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME Erin R. Welch
MY COMMISSION EXPIRES: 08-12-2018

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires 08-12-2018

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Williamson

THAT DOUBLE J INVESTMENTS, L.P. A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 291.9779 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 9.81 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.

DOUBLE J INVESTMENTS, LP., A TEXAS LIMITED PARTNERSHIP

BY: AUS S.T. KYLE GP, INC.
A TEXAS CORPORATION,
ITS GENERAL PARTNER

BY: _____
JOHN S. LLOYD, VICE PRESIDENT

THE STATE OF TEXAS
COUNTY OF Travis

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF January 2016

BY, _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME Erin R. Welch
MY COMMISSION EXPIRES: 08-12-2018

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires 08-12-2018

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, J. KEITH COLLINS, 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

_____ 1/15/16
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

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.

_____ 1/15/2016
J. KENNETH WEIGAND DATE
R.P.L.S. NO. 5741
STATE OF TEXAS

STATE OF TEXAS
JOHN KENNETH WEIGAND
5741
REGISTERED
PROFESSIONAL
LAND SURVEYOR

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

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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 DATE
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.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: DEC. 9, 2015

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

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(512) 836-4793 FAX: (512) 836-4817 F-10015400

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Commissioners Court - Regular Session **18.**

Meeting Date: 06/07/2016

Siena Section 20 - Final Plat

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, 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 Siena Section 20 subdivision - Pct 4.

Background

This is the next section of the Siena Section 20 development. It consists of 49 single family lots and 3,435 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena Section 20 - Final Plat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/19/2016 11:42 AM
Form Started By: Stephen Jones-Meyer		Started On: 05/19/2016 11:34 AM
Final Approval Date: 05/19/2016		

PLAT OF

SIENA SECTION 20

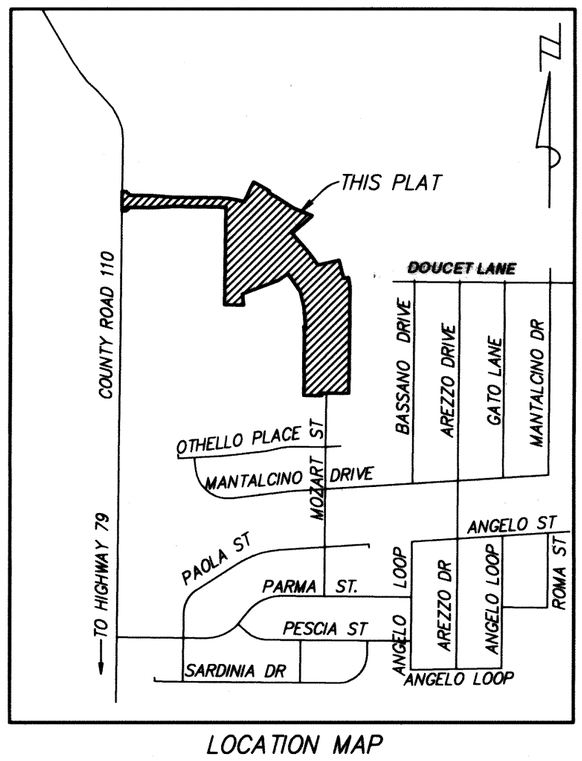
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

MINIMUM FINISHED FLOOR ELEVATIONS

BLOCK	LOT	ELEVATION (FEET)
R	112	690.7'
R	113	690.3'
CC	96	689.0'
CC	97	689.0'
CC	104	690.4'



LOCATION MAP

SCALE: 1" = 1000'

LINE TABLE		
LINE	LENGTH	BEARING
L1	27.21'	N71°49'30"E
L2	27.21'	N13°53'21"W
L3	22.47'	N40°52'35"W
L4	29.18'	N05°57'58"E
L5	67.58'	N40°06'01"E
L6	36.59'	N74°32'11"E
L7	34.37'	N74°32'11"E
L8	2.23'	N74°32'11"E
L9	36.59'	N74°32'11"E
L10	17.90'	N65°00'00"W
L11	19.27'	N65°00'00"E
L12	27.36'	N84°02'02"W
L13	73.92'	N40°52'35"W
L14	27.21'	N63°36'24"W
L15	27.21'	N30°40'45"E
L16	48.70'	N00°25'20"E
L17	22.12'	N42°55'20"E
L18	20.27'	N47°04'40"W
L19	21.21'	N45°25'20"E
L20	21.21'	N44°34'40"W

SIENA KYLE COMMERCIAL
11.1361 ACRES
DOC No. 2008000334

MATCH LINE A
CONTINUED BELOW

312.67'
S89°26'11"E

65.00'

MOZART STREET

65.00'

N89°26'11"W
312.67'

SIENA KYLE COMMERCIAL
18.547 ACRES
DOC No. 2008000334

681.61'
N00°43'39"E

105
(DRAINAGE EASEMENT)

N89°16'21"W
134.19'

S06°48'40"E
78.94'

30' WASTEWATER EASEMENT TO CITY OF ROUND ROCK DOC. No. 2011070506 OPRWC

LOT 1-B, BLOCK CC
SIENA SECTION 25
DOC. No. 2015003378
OPRWC

SEDC DEVCO, INC.
291.9779 ACRES
DOC. No. 2013084236
OPRWC

SEDC DEVCO, INC.
291.9779 ACRES
DOC. No. 2013084236
OPRWC

LOT 50-A, BLOCK CC
AMENITY AREA

SIENA SECTION 25
DOC. No. 2015003378 OPRWC

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	189.45	682.50	15°54'16"	S81°29'04"E	188.84
C2	114.66	682.50	9°37'31"	S36°03'49"E	114.52
C3	35.30	332.50	6°04'57"	N78°50'39"E	35.28
C4	58.80	617.50	5°27'23"	N86°42'30"W	58.78
C5	287.30	682.50	24°07'06"	N77°22'38"W	285.18
C6	97.84	682.50	8°12'51"	N69°25'30"W	97.76
C7	189.04	682.50	15°52'12"	N48°48'41"W	188.44
C8	50.76	682.50	4°15'41"	N54°36'56"W	50.75
C9	51.13	682.50	4°17'32"	N50°20'20"W	51.12
C10	51.13	682.50	4°17'32"	N46°02'48"W	51.12
C11	36.03	682.50	3°01'28"	N42°23'18"W	36.02
C12	523.35	617.50	48°33'37"	N65°09'23"W	507.83
C13	133.04	617.50	12°20'39"	N77°48'29"W	132.78
C14	75.17	617.50	6°58'30"	N68°08'55"W	75.13
C15	75.17	617.50	6°58'30"	N61°10'24"W	75.13
C16	83.91	617.50	7°47'10"	N53°47'34"W	83.85
C17	97.25	617.50	9°01'25"	N45°23'17"W	97.15
C18	82.32	217.07	21°43'41"	N63°40'21"E	81.82
C19	101.28	267.07	21°43'41"	N63°40'21"E	100.67
C20	45.71	267.07	9°48'20"	N57°42'41"E	45.65
C21	55.57	267.07	11°55'20"	N68°34'31"E	55.47
C22	21.03	25.00	48°11'23"	N50°26'30"E	20.41
C23	241.19	50.00	276°22'46"	N15°27'49"W	66.67
C24	58.06	50.00	66°31'44"	N59°36'40"E	54.85
C25	54.16	50.00	62°03'47"	N56°05'34"W	51.55
C26	43.69	50.00	50°04'09"	N00°01'36"W	42.32
C27	65.87	50.00	75°29'06"	N62°45'01"E	61.21
C28	19.40	50.00	22°14'00"	S68°23'26"E	19.28
C29	21.03	25.00	48°11'23"	N81°22'08"W	20.41
C30	125.09	682.50	10°30'04"	N26°00'01"W	124.91
C31	239.74	682.50	20°07'35"	N30°48'47"W	238.51
C32	445.09	617.50	41°17'55"	N20°13'37"W	435.52
C33	7.42	617.50	0°41'17"	N00°04'42"E	7.42
C34	75.17	617.50	6°58'30"	N03°45'12"W	75.13
C35	75.17	617.50	6°58'30"	N10°43'43"W	75.13
C36	63.24	617.50	5°52'05"	N17°09'00"W	63.21
C37	63.24	617.50	5°52'05"	N23°01'05"W	63.21
C38	63.24	617.50	5°52'05"	N28°53'10"W	63.21
C39	65.06	617.50	6°02'12"	N34°50'18"W	65.03
C40	32.54	617.50	3°01'10"	N39°21'59"W	32.54
C41	13.16	332.50	2°16'01"	N74°40'11"E	13.15
C42	48.45	332.50	8°20'58"	N77°42'39"E	48.41
C43	38.98	267.50	8°20'58"	N77°42'39"E	38.95
C44	150.09	682.50	12°36'01"	N05°52'40"W	149.79
C45	51.43	682.50	4°19'02"	N10°01'10"W	51.41
C46	53.67	682.50	4°30'19"	N05°36'29"W	53.65
C47	45.00	682.50	3°46'40"	N01°28'00"W	44.99

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

SITE DATA:
15.958 ACRES
49 SINGLE FAMILY LOTS
(32 @ 53' & 17 @ 63')
1 DRAINAGE LOT

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

NEW STREETS

NAME	LENGTH	DESIGN SPEED	ROW WIDTH
ARBIA LANE	161	25	50
LEONARDO DRIVE	152	25	65
DOUCET LANE	188	25	65
MINERVA COVE	363	25	50
MOZART STREET	2413	25	65
NOVARO PLACE	158	25	50
TOTAL	3435		

LEGEND:
- ● = IRON ROD FOUND
- o = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- BL = BUILDING SETBACK LINE

SIENA KYLE COMMERCIAL
11.1361 ACRES
DOC No. 2008000334

COUNTY ROAD 110

31.03'
S89°27'04"E

35.36'
S44°26'11"E

150.00'
S89°26'11"E

150.33'
S85°37'21"E

135.00' N00°32'56"E

85.00'

MOZART STREET

65.00'

MATCH LINE A
CONTINUED ABOVE

N89°26'11"W
150.00'

S86°44'58"W
150.33'

S45°33'49"W
35.36'

N89°27'04"W
30.99'

SIENA KYLE COMMERCIAL
18.547 ACRES
DOC No. 2008000334

POINT OF BEGINNING
APPROXIMATELY S17°46'18"W
13564.14' TO SW CORNER OF
ROBERT McNUTT SURVEY,
ABSTRACT No. 422

DATE: DEC. 9, 2015

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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PLAT OF

SIENA SECTION 20

WILLIAMSON COUNTY, TEXAS

NOTES:

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
4. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT No. 2.
6. SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOMEOWNERS.
7. THE COUNTY (WILLIAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
8. 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.
9. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION 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.
10. ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
11. THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL LOTS 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 BFE (BASE FLOOD ELEVATION), WHICHEVER IS HIGHER.

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 291.9779 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set in the East Line of County Road 110 at the Westerly Northwest Corner of that 18.547 Acre Tract conveyed to Siena Kyle Commercial by deed recorded in Document No. 2008000334 of the Official Public Records of Williamson County, Texas;

THENCE N.00°32'56"E. along the said East Line, the same being a West Line of said 261.9779 Acre Tract a distance of 135.00 feet to a 1/2" iron rod set at the Westerly Southwest Corner of that 11.1361 Acre Tract conveyed to Siena Kyle Commercial in the said deed recorded in Document No. 2013084236;

THENCE along the South Line of said 11.1361 Acre Tract the following five courses: S.89°27'04"E. a distance of 31.03 feet;

1. S.44°26'11"E. a distance of 35.36 feet to a 1/2" iron rod set;
2. S.89°26'11"E. a distance of 150.00 feet to a 1/2" iron rod set;
3. S.85°37'21"E. a distance of 150.33 feet to a 1/2" iron rod set;
4. S.89°26'11"E. a distance of 312.67 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
5. Easterly, along the arc of said curve to the right (at 58.97 feet pass the Southeast Corner of said 11.1361 Acre Tract and continue across said 291.9779 Acre Tract) in all a distance of 189.45 feet, said curve having a radius of 682.50 feet, a central angle of 15°54'16", and a chord bearing S.81°29'04"E., 188.84 feet to a 1/2" iron rod set;

THENCE across said 291.9779 Acre Tract the following 30 courses:

1. N.23°50'34"E. a distance of 87.10 feet to a 1/2" iron rod set;
2. N.27°08'58"E. a distance of 63.03 feet to a 1/2" iron rod set;
3. S.61°01'56"E. a distance of 190.00 feet to a 1/2" iron rod set;
4. S.28°58'04"W. a distance of 13.72 feet to a 1/2" iron rod set ;
5. S.61°01'56"E. a distance of 65.00 feet to a 1/2" iron rod set;
6. S.57°15'30"E. a distance of 148.47 feet to a 1/2" iron rod set;
7. S.68°12'26"E. a distance of 134.15 feet to a 1/2" iron rod set;
8. S.49°07'25"W. a distance of 185.38 feet to a 1/2" iron rod set;
9. S.40°52'35"E. a distance of 170.92 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
10. Southeasterly, along the arc of said curve to the right a distance of 114.66 feet, said curve having a radius of 682.50 feet, a central angle of 09°37'31", and a chord bearing S.36°03'49"E., 114.52 feet to a 1/2" iron rod set;
11. N.77°14'03"E. a distance of 153.37 feet to a 1/2" iron rod set;
12. S.14°11'49"E. a distance of 132.16 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
13. Easterly along the arc of said curve, a distance of 35.30 feet, said curve having a radius of 332.50 feet, a central angle of 06°04'57" and a chord bearing N.78°50'39"E., 35.28 feet;
14. S.08°06'52"E. a distance of 65.00 feet to a 1/2" iron rod set;
15. S.00°25'20"W. a distance of 746.30 feet to a 1/2" iron rod set;
16. N.89°34'40"W. a distance of 190.24 feet;
17. S.00°25'20"W. a distance of 18.34 feet to a 1/2" iron rod set;
18. N.89°34'40"W. a distance of 125.00 feet to a 1/2" iron rod set;
19. N.00°25'20"E. a distance of 131.00 feet to a 1/2" iron rod set;
20. N.00°43'24"W. a distance of 50.01 feet to a 1/2" iron rod set;
21. N.00°25'20"E. a distance of 250.46 feet to a 1/2" iron rod set;
22. N.04°34'40"W. a distance of 50.00 feet;
23. N.85°25'20"E. a distance of 11.88 feet to a 1/2" iron rod set;
24. N.04°34'40"W. a distance of 140.09 feet to a 1/2" iron rod set;
25. N.13°39'45"W. a distance of 109.86 feet to a 1/2" iron rod set;
26. N.34°54'28"W. a distance of 151.77 feet to a 1/2" iron rod set;
27. S.53°24'46"W. a distance of 80.63 feet to a 1/2" iron rod set;
28. S.69°18'19"W. a distance of 268.17 feet to a 1/2" iron rod set;
29. S.06°48'40"E. a distance of 78.94 feet to a 1/2" iron rod set;
30. N.89°16'21"W. a distance of 134.19 feet to a 1/2" iron rod set in the East Line of said 18.547 Acre Tract;

THENCE N.00°43'39"E. along said East Line a distance of 681.61 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left at the Northeast Corner of said 81.547 Acre Tract

THENCE along the North Line of said 18.547 Acre Tract the following six courses:

1. Westerly along the arc of said curve, a distance of 58.80 feet, said curve having a radius of 617.50 feet, a central angle of 05°27'23" and a chord bearing N.86°42'30"W., 58.78 feet to a 1/2" iron rod set;
2. N.89°26'11"W. a distance of 312.67 feet to a 1/2" iron rod set;
3. S.86°44'58"W. a distance of 150.33 feet to a 1/2" iron rod set;
4. N.89°26'11"W. a distance of 150.00 feet to a 1/2" iron rod set;
5. S.45°33'49"W. a distance of 35.36 feet to a 1/2" iron rod set;
6. N.89°27'04"W. a distance of 30.99 feet to the said Point of Beginning.

Containing 15.958 acres, more or less.

All iron rods set have RJ Surveying caps.
The East Line of County Road 110 bears N.00°32'56"E and all bearings are relative thereto.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 291.9779 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. 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 20" 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 20th DAY OF January 2016.

SEDC DEVCO, INC.

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

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Travis .

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 20th DAY OF January, A. D., 2016.

NOTARY PUBLIC SIGNATURE

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires 08-12-2018

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Williamson

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 15.958 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2007070997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 15.958 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
EXECUTIVE VICE PRESIDENT
COMMERCIAL LENDING

THE STATE OF TEXAS
COUNTY OF Williamson

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF January 2016

BY, _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME Erin R. Welch
MY COMMISSION EXPIRES: 08-12-2018

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires 08-12-2018

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Williamson

THAT DOUBLE J INVESTMENTS, L.P. A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 291.9779 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 15.958 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.

DOUBLE J INVESTMENTS, LP., A TEXAS LIMITED PARTNERSHIP

BY: AUS S.T. KYLE GP, INC.,
A TEXAS CORPORATION,
ITS GENERAL PARTNER

BY: _____
JOHN S. LLOYD, VICE PRESIDENT

THE STATE OF TEXAS
COUNTY OF Travis

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF January 2016

BY, _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME Erin R. Welch
MY COMMISSION EXPIRES: 08-12-2018

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires 08-12-2018

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, J. KEITH COLLINS, 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

_____ 1/13/16
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

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.

_____ 1/15/2016
J. KENNETH WEIGAND DATE
R.P.L.S. NO. 5741
STATE OF TEXAS

STATE OF TEXAS
JOHN KENNETH WEIGAND
5741
REGISTERED
PROFESSIONAL LAND SURVEYOR

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

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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 DATE
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.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: DEC. 9, 2015

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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Commissioners Court - Regular Session **19.**

Meeting Date: 06/07/2016

Cornell Corner - Preliminary Plat

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Cornell Corner subdivision - Pct 4.

Background

This subdivision consists of one single family lot and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cornell Corner - Preliminary Plat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2016 10:54 AM
Form Started By: Stephen Jones-Meyer		Started On: 05/24/2016 09:51 AM
Final Approval Date: 05/24/2016		

PRELIMINARY PLAT OF
CORNELL CORNER
PREPARED: MAY 10, 2016

SCALE: 1"= 200'

Orientation for this survey is based upon the State Plane Coordinate System (4203 - Texas Central Zone) Combined Scale Factor 0.999928152. All distances shown hereon are surface values.

Legend

- □ Concrete Highway Monument Found
- ◎ ½"Iron Rod Found
- ipf ◉ ½"Iron Pipe Found
- ◇ ½"Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- ⊛ ½"Iron Rod Found with plastic cap imprinted with "Bryan Tech Services" (unless otherwise noted)
- Buried Telphone Cable Sign
- Wire Fence
- Overhead Utility Line
- (Record Bearing and Distance)

pole, guy wire

(100.506 ACRES)
STEVE H. CORNELL
VOLUME 2113 PAGE 622

TAX PARCEL R008451
Attn: Mark Mahr
410 Water Oak Dr
Cedar Park, TX 78613-4050

(97 ACRES)
THE MOHR FAMILY TRUST
VOLUME 2565 PAGE 635

CHARLES W. MOHR, TRUSTEE
DOCUMENT NO. 2014009530

WILLIAMSON COUNTY ROAD 465

20' from centerline of existing pavement to right-of-way line

N67°52'55"E 2079.72'
(N67°52'59"E 2913.56')

metal drainpipes

(S27°25'13"E 1561.56')

25' building Line

20' wide pavement

metal drainpipe

748.70'

S22°50'E 2282.22'

unknown

N67°52'55"E 311.40'

LOT 1
BLOCK "A"
5.003 ACRES

stock tank

745.71'

unknown
S67°52'57"W

25' building line

54.30'

20' wide Pavement

(N22°54'00"W 1552.35')

41' from centerline of existing pavement to right-of-way line

LOT 2

LOT 1
SCHMIDT ACRES
CABINET I SLIDE 131

11.765 Acres
Steve H. Cornell and wife, Patricia A. Cornell
Document No. 2015087210

(96.841 ACRES)
(Remainder of 99.080 Acres)
Steve H. Cornell and wife, Patricia A. Cornell
Document No. 2015087210

stock tank

metal barn

electric transmission line

(S19°00'E 1566.54')

(S19°00'E 1112.4 VARAS = 3090 FT.)

(N70°41'45"E 2830.70')

WILLIAMSON COUNTY ROAD 463

(N22°54'00"W 1552.35')

(N67°42'30"W 1546.71')

"J.E. Garon"

ipf

(10.129 ACRES)
JACK AND AGNES ESCHBERGER REVOCABLE TRUST
DOCUMENT NO. 2002052632

TAX PARCEL R008453
Agnes Eschberger
701 CR 464
Elgin, TX 78621-5309

(10.129 ACRES)
JACK AND AGNES ESCHBERGER REVOCABLE TRUST
DOCUMENT NO. 2002052632

OWNERS: STEVE H. CORNELL AND WIFE,
PATRICIA A. CORNELL
1100 CR 463
ELGIN, TEXAS 78621
Phone: (512)856-2418

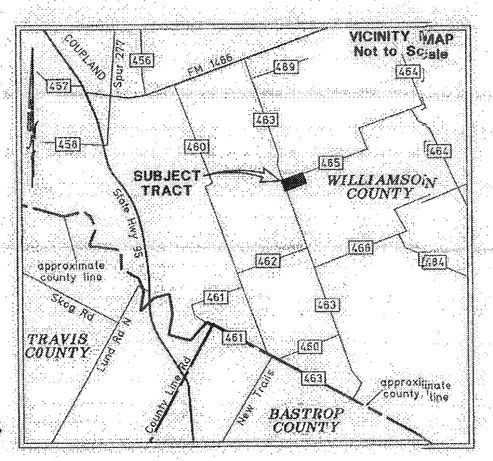
ACREAGE: 5.003 ACRES
NO. OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
SUBMITTAL DATE:
DATE OF PLANNING & ZONING COMMISSION REVIEW:

ACREAGE BY LOT TYPE :
LOT 1: 5.003 ACRES RESIDENTIAL
PATENT SURVEY: ROBERT B. BISSETT SURVEY, ABS. TRACT NO. 58
SURVEYOR: HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704
phone: (512) 442-0990
e-mail: hcix@austin.rr.com

FLOOD ZONE CLASSIFICATION:

NO PORTION OF THIS TRACT IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL FLOOD AS INDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C 0725 E DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

VICINITY MAP
Not to Scale



PRELIMINARY PLAT OF
CORNELL CORNER
PREPARED: MAY 10, 2016

Orientation for this survey is based upon the State Plane Coordinate System (4203 - Texas Central Zone)
Combined Scale Factor 0.999926152. All distances shown hereon are surface values.

SCALE: 1"= 50'

Legend

- Concrete Highway Monument Found
- ½"Iron Rod Found
- ipf 1" Iron Pipe Found
- ½"Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- ½"Iron Rod Found with plastic cap imprinted with "Bryan Tech Services"
- Water Meter
- Water Valve
- Telephone Pedestal
- Buried Cable Sign
- Overhead Utility Line (Record Bearing and Distance)

"Bryan, Tech Services" Northeast corner of (99.080 acre) Cornell tract

N67°52'55"E 2079.72'

North: 10138136.63'
East: 3235681.62'

JOHN BRYER SURVEY
ABSTRACT NO. 133

ROBERT B. BISSETT SURVEY
ABSTRACT NO. 58

approximate patent survey line

48" metal drainpipe

WILLIAMSON COUNTY ROAD 465 (40' R.O.W.)

(N71°06'E 2838.49')

N67°52'55"E 745.70'

S21°12'00"E 292.34'

25' building line

576

570

566

(100.506 ACRES)
STEVE H. CORNELL
VOLUME 2113 PAGE 622

PLACE OF BEGINNING
North: 10137855.88'
East: 3234990.84'

N21°35'54"W 42.74'

N82°W 46'

3II.70'

(1.765 Acres)
Steve H. Cornell and wife, Patricia A. Cornell
Document No. 2015087210

gravel driveway

2" PVC cleanout

One Story Brick House

164.1'

LOT 1
BLOCK "A"
5.003 ACRES

metal pole barn

wood shed

stock tank

Approximate Northwest corner of Robert B Bissett Survey

JACK AND AGNES BSCHERGER REVOCABLE TRUST
JACK BSCHERGER AND AGNES BSCHERGER, TRUSTERS
DOCUMENT NO. 2012058032

(101.23 ACRES)

25' building line

60.7'

air conditioner

4" PVC cleanouts

gate

unfenced

S67°52'55"W 745.70'

95.841 ACRES
(Remainder of 99.080 Acres)
Steve H. Cornell and wife, Patricia A. Cornell
Document No. 2015087210

N21°12'00"W 292.34'

S68°48'04"W 80.27'

"Bryan Tech Services"

98.02'

54.30'

new fence corner post

LOT 2

LOT 1
SCHMIDT ACRES
CABINET I SLIDE 151

S21°11'07"E 526.32'

S16°57'58"E 476.7'

S21°12'00"E 1252.93'

WILLIAMSON COUNTY ROAD 463 (80' R.O.W.)

approximate right survey line

edge of pavement

ipf

Southeast corner of Lot 1, Schmidt Acres

"J.E. Garon"

Southwest corner of (99.080 acre) Cornell tract

SARAH WOODRUFF SURVEY
ABSTRACT NO. 682

By signing this plat, the lienholder hereby subordinates any deed of trust, vendors lien, or other type of lien owned by the lienholder with respect to the Property to the easements conveyed to the City or the public under this plat.

_____
Lien Holder Name and Title

DEDICATION STATEMENT:
STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT, STEVE H. CORNELL AND WIFE, PATRICIA A. CORNELL, OWNERS OF OF 5.003 ACRES OF LAND, OUT OF THE ROBERT B. BISSETT SURVEY, ABSTRACT NO. 58, IN WILLIAMSON COUNTY, TEXAS, SHOWN HEREON, BEING COMPRISED OF A PORTION OF THAT CERTAIN (99.080 ACRE) TRACT OF LAND IDENTIFIED AS TRACT 1, TOGETHER WITH ALL OF THAT CERTAIN (1.756 ACRE) TRACT OF LAND IDENTIFIED AS TRACT 2, AS CONVEYED TO US BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2015087210 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACED SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.
THIS SUBDIVISION SHALL BE KNOWN AS:

CORNELL CORNER

OWNERS: STEVE H. CORNELL AND WIFE,
PATRICIA A. CORNELL
1100 CR 463
ELGIN, TEXAS 78621
Phone: (512)856-2418

ACREAGE: 5.003 ACRES
NO. OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
SUBMITTAL DATE:
DATE OF PLANNING & ZONING COMMISSION REVIEW:

ACREAGE BY LOT TYPE :
LOT 1: 5.003 ACRES RESIDENTIAL
PATENT SURVEY: ROBERT B. BISSETT SURVEY, ABSTRACT NO. 58
SURVEYOR: HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704
phone: (512) 442-0990
e-mail: hci@austin.rr.com

WITNESS MY HAND this the _____day of _____, A.D. 2016.

Patricia A. Cornell
1100 CR 463
Elgin, TX 78621

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the _____ day of _____, A.D., 2016. did personally appear Patricia A. Cornell, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____

WITNESS MY HAND this the _____day of _____, A.D. 2016.

Steve H. Cornell
1100 CR 463
Elgin, TX 78621

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the _____ day of _____, A.D., 2016. did personally appear Steve, H. Cornell, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____

97204.dgn

PRELIMINARY PLAT OF
CORNELL CORNER
PREPARED: MAY 10, 2016

STATE OF TEXAS
COUTY OF TRAVIS

I, HOLT CARSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THIS SURVEY WAS COMPLETED IN COMPLIANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEY, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY DIRECTION AND SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Holt Carson 5-10-2016

HOLT CARSON — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS
FIRM REGISTRATION No. 10050700

FIELD NOTE DESCRIPTION OF 5.003 ACRES OF LAND OUT OF THE ROBERT B. BISSETT SURVEY, ABSTRACT NO. 58, IN WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF A PORTION OF THAT CERTAIN (99.080 ACRE) TRACT OF LAND IDENTIFIED AS TRACT 1, TOGETHER WITH ALL OF THAT CERTAIN (1.756 ACRE) TRACT OF LAND IDENTIFIED AS TRACT 2, AS CONVEYED TO STEVE H. CORNELL AND WIFE, PATRICIA A. CORNELL BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2015087210 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found at the intersection of the South right-of-way line of Williamson County Road 465 and the East right-of-way line of Williamson County Road 463, same being the Northwest corner of that certain (1.765 acre) tract of land identified as Tract 1, as conveyed to Steve H. Cornell and wife, Patricia A. Cornell by Warranty Deed Recorded in Document No. 2015087210 of the Official Public Records of Williamson County, Texas and also being the Northwest corner and PLACE OF BEGINNING of the herein described tract

THENCE with the South right-of-way line of Williamson County Road 465 and the North line of said (1.765 acre) Cornell tract, N 67 deg. 52'52"E passing a ½" iron rod with a plastic cap imprinted "Bryan Tech Services" found at a distance of 311.70 ft. for the Northeast corner of said (1.765 acre) Cornell tract, same being an angle corner of that certain (99.080 acre) tract of land identified as Tract 2 as conveyed to Steve H. Cornell and wife, Patricia A. Cornell by Warranty Deed Recorded in Document No. 2015087210 of the Official Public Records of Williamson County, Texas, continuing along said bearing with the North line of said (99.080 acre) Cornell tract for a total distance of 745.70 ft. to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc." for the Northeast corner of the herein described tract, from which a ½" iron rod with a plastic cap imprinted "Bryan Tech Services" found at the Northeast corner of said (99.080 acre) Cornell tract bears, N 67 deg. 52'55" E 2079.72 ft.

THENCE leaving the South right-of-way line of Williamson County Road 465 and crossing through the interior of said (99.080 acre) Cornell tract, the following two (2) courses:

1.) S 21 deg. 12'00" E 292.34 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." set for theSoutheast corner of the herein described tract.

2.) S 67 deg. 52'55" W 745.70 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." set in the East right-of-way line of Williamson County Road 463, same being a point in the West line of said (99.080 acre) Cornell tract and the Southwest corner of the herein described tract, from which a 1" iron pipe found at the Southwest corner of said (99.080 acre) Cornell tract bears, S 21 deg. 12'00" E 1252.93 ft.

THENCE with the East right-of-way line of Williamson County Road 463 and the West line of said (99.080 acre) Cornell tract, N 21 deg. 12'00" W passing a ½" iron rod with a plastic cap imprinted "Bryan Tech Services" found at a distance of 54.30 ft. for an angle corner of said (99.080 acre) Cornell tract, same being the Southwest corner of said (1.765 acre) Cornell tract, continuing along said bearing with the West line of said (1.765 acre) Cornell tract for a total distance of 292.34 ft. to the PLACE OF BEGINNING and containing 5.003 acres of land.

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

DEBORAH L. MARLOW, RS, OS 0029596 — DATE
ASSISTANT DEPUTY DIRECTOR
ENVIRONMENTAL HEALTH SERVICES, WCCHD

WILLIAMSON COUNTY 911 ADDRESSING COORDINATOR — DATE

WILLIAMSON COUNTY COMMISSIONERS' COURT APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND PUBLIC THOROUGHFARES AND ALL BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNER COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY 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 REPRESENTATION BY OTHER PARTIES INTHIS PLAT. FLOODPLAIN DATA IN PARTICULAR MAY CHANGE DEPENDING UPON 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 BEEN FINALLY ACCEPTED FOR MAINTENANCE BY THE COUNTY.

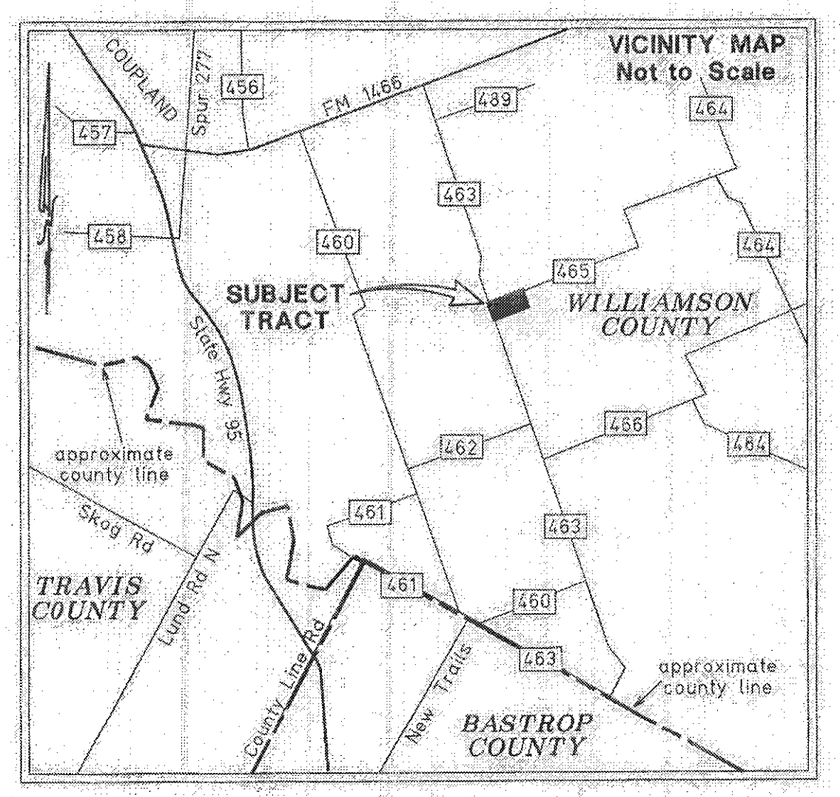
GENERAL NOTES:

1) NO PORTION OF THIS TRACT IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL FLOOD AS INDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C 0725 E DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

2) A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.

3) NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENT SHOWN HEREON.

4) WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.



WILLIAMSON COUNTY NOTES:

1. THIS SUBDIVISION IS SUBJECT TO COVENANTS AND RESTRICTIONS AS SHOWN ON THE RECORDED PLAT OF BEAR CREEK RANCH, AS RECORDED IN CABINET B SLIDES 118-119 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND IN VOLUME 526 PAGE 666 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

2. THIS SUBDIVISION IS SUBJECT TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS LAST REVISED ON AUGUST 20, 2013.

3. A DE FACTO CERTIFCATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

4. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

5. 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 PLATTING AND DEVELOPMENT OF THIS PROPERTY.

6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND THE CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON 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, AND 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.

BY:

DAN A. GATTIS — DATE
COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the _____ day of _____, 20 ___ A.D., at ____ o'clock ____ .M. and duly recorded on the _____ day of _____ 20 ___, A.D., at ___ o'clock ____ .M., in the Official Public Records of said County in Document No. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the _____ day of _____ 20 ___, A.D

NANCY RISTER, COUNTY CLERK WILLIAMSON COUNTY, TEXAS

BY: _____
Deputy

972044.dgn

Commissioners Court - Regular Session **20.**

Meeting Date: 06/07/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the Terry Homesite subdivision - Pc 3

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 preliminary plat for the Terry Homesite subdivision - Pct 3.

Background

This is a simple rural subdivision to divide a 9.9-acre parcel into two lots. It is located along the north side on CR 124. All applicable plat review fees have been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prelim Plat - Terry Homesite

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/01/2016 11:00 AM
Form Started By: Patrick Hughes		Started On: 06/01/2016 09:51 AM
Final Approval Date: 06/01/2016		

PRELIMINARY PLAT OF

TERRY HOME SITE

9.927 ACRES OUT OF THE SAMUEL NIMMO SURVEY,
ABSTRACT NO. 481, WILLIAMSON COUNTY, TEXAS

GENERAL NOTES

1. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
2. THIS TRACT IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARDS BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C 0325E, EFFECTIVE DATE SEPTEMBER 26, 2008.
3. SEWER SERVICE TO THE TRACTS WILL BE PROVIDED BY APPROVED ON SITE SEWAGE FACILITIES. ON SITE SEWAGE FACILITIES SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUPPLY UTILITIES DISTRICT.
5. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
6. NO BUILDINGS, FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.
7. THE MINIMUM BUILDING SETBACKS FOR LOTS 1 & 2 SHALL BE 50 FEET FROM THE FRONT (CR 124), 10 FEET FROM THE SIDES AND 25 FEET FROM THE REAR PROPERTY LINES.
8. THE BUILDING OF ALL STREET, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBLITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY WILLIAMSON COUNTY, TEXAS. WILLIAMSON COUNTY DOES NOT ASSUME ANY OBLIGATION TO BUILD ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION. OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN ITS JURISDICTION.
9. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS 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.
10. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
11. AN 18-INCH DIAMETER CORRUGATED OR REINFORCED CONCRETE PIPE SHALL BE INSTALLED APPROXIMATELY 15 FEET WEST FROM THE SOUTHEAST PROPERTY CORNER OF LOT 2 FOR DRIVEWAY CULVERT.

SURVEYORS CERTIFICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

I, EDWARD W. BRADFIELD, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE PROFESSIONAL LAND SURVEYING ACT OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EDWARD W. BRADFIELD DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5617
STATE OF TEXAS
SNS ENGINEERING, INC.
12885 US HIGHWAY 183 NORTH, SUITE 101
AUSTIN, TEXAS 78750
snsengineering@yahoo.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP AND DRAFTING UNDER THE AUTHORITY OF EDWARD W. BRADFIELD, RPLS 5617 ON DECEMBER 08, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMIT PURPOSES

MAIL BOXES

WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT OF WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

WILLIAMSON COUNTY 911 ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS _____ DAY OF _____ 2016 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

COUNTY HEALTH DISTRICT CERTIFICATION

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

DEBORAH L. MARLOW, RS, OS0029596 DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

FLOODPLAIN ADMINISTRATOR APPROVAL

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DICLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

JOE M. ENGLAND, P.E., DATE
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

COMMISSIONER'S COURT APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONER'S 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 OR MAINTAIN ANY OF THE STREETS, ROADS OR OTHER THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. IT IS FURTHER UNDERSTOOD THAT THE STREETS, ROADS AND OTHER THOROUGHFARES SHOWN HEREON ARE PRIVATE ROADS. THE COUNTY ASSUMES NO RESPONSIBILITY OR OBLIGATION FOR CONSTRUCTION OR MAINTENANCE. FURTHER, RESPONSIBILITY FOR MAINTENANCE FOR ALL ROADS AND DRAINAGE WAYS WITHIN THIS SUBDIVISION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND ARCHITECTURAL CONTROL COMMITTEE.

STATE OF TEXAS
COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

I, DAN 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 THE PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY _____, 2016 A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 2016 A.D., AT _____ O'CLOCK _____.M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NO. _____, TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT OF DATE
WILLIAMSON COUNTY, TEXAS

WILLIAM WEHLIND, DEPUTY DATE

16186-2

SNS Engineering Inc.
Consulting Engineers * Land Planners * Surveyors
12885 US Highway 183 North, Suite 101-B
Austin, Texas 78750
673/62
(512)335-3944
FAX (512)250-8685

Commissioners Court - Regular Session **21.**

Meeting Date: 06/07/2016

Florence Ranchettes - Preliminary Plat

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Florence Ranchettes subdivision - Pct 3.

Background

This subdivision consists of 16 single family lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

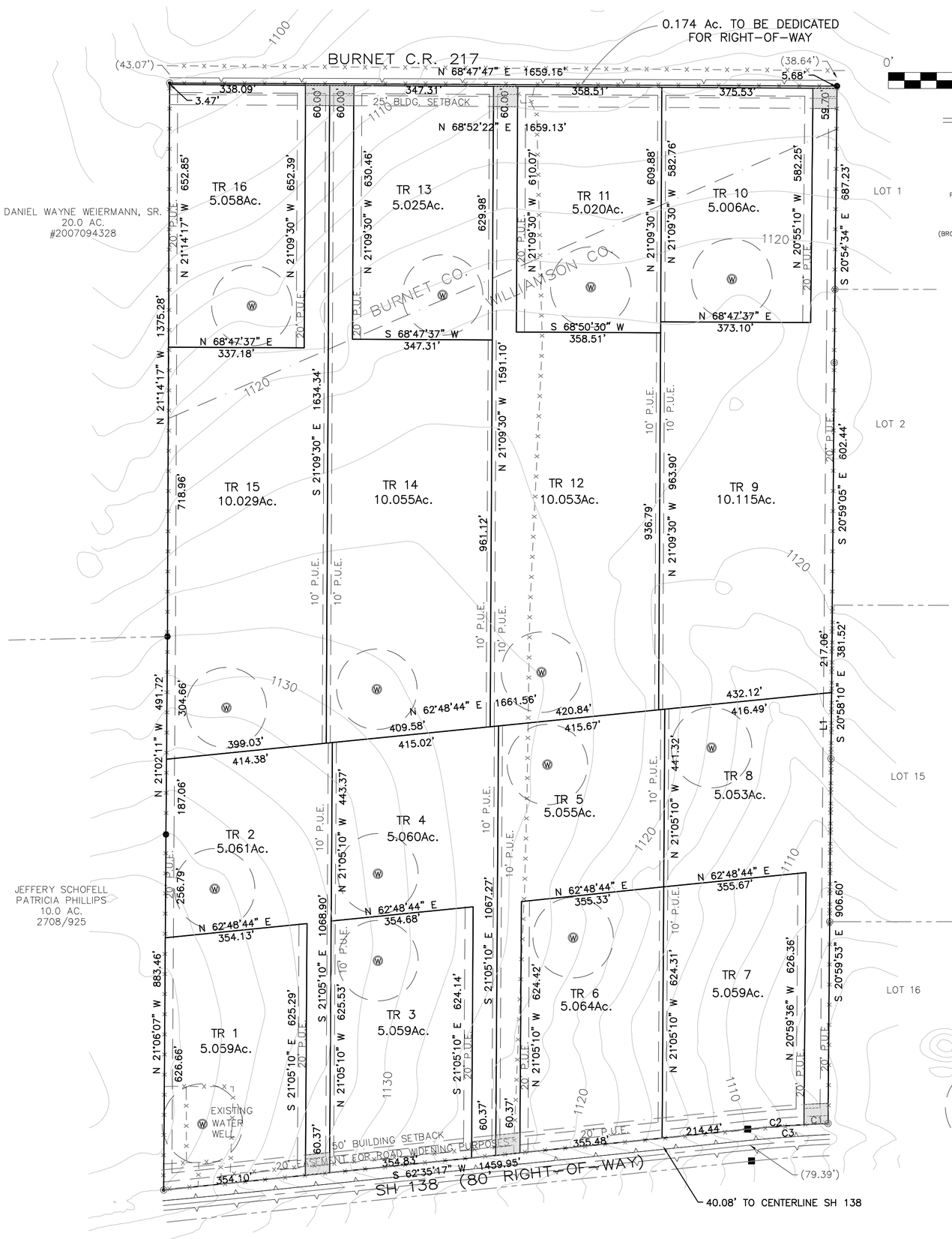
Attachments

Florence Ranchettes - Preliminary Plat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Stephen Jones-Meyer		Started On: 06/01/2016 11:14 AM
Final Approval Date: 06/02/2016		

FLORENCE RANCHETTES
PRELIMINARY PLAT

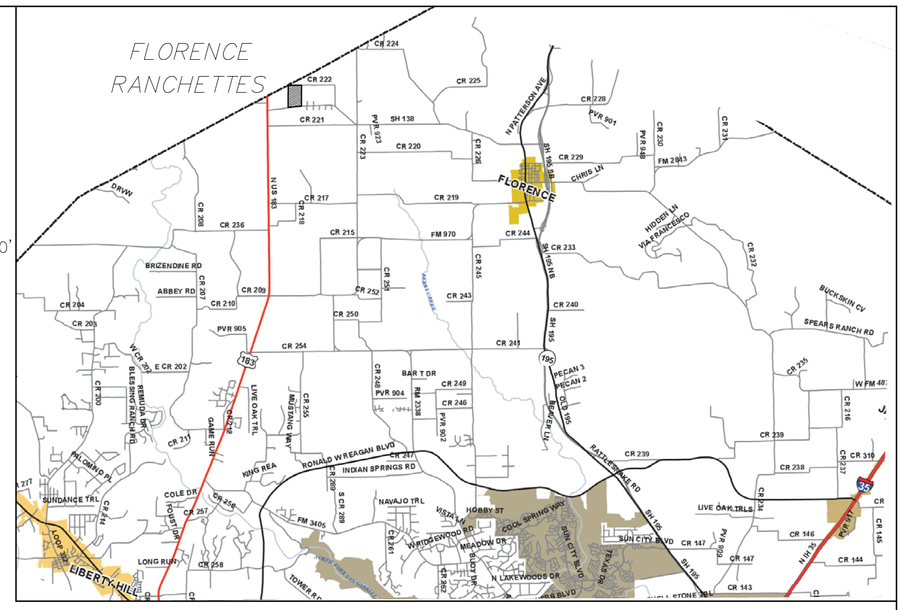


JAMES E. GARON & ASSOCIATES LAND SURVEYORS

0' 200' 400' 600'

LEGEND

⊗	CALCULATED POINT
●	1/2" REBAR FOUND
○	1/2" REBAR SET W/CAP STAMPED J.E. GARON RPLS 4303
▲	MAG NAIL FOUND
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE
◑	POWER POLE
(BRG.–DIST.)	RECORD CALL



LOCATION MAP
(NOT TO SCALE)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	3297.83'	59.84'	59.84'	S 65°57'44" W
C2	2964.84'	140.05'	140.04'	S 63°56'38" W
C3	2904.79'	199.89'	199.85'	S 64°32'53" W

LINE		DISTANCE
L1	S 20°58'10" E	164.46'
L2	S 62°35'17" W	214.44'
L3	S 62°35'17" W	60.37'
L4	S 62°35'17" W	60.37'
L5	S 62°35'17" W	60.37'
L6	N 21°02'11" W	187.06'
L7	N 68°47'47" E	60.00'
L8	N 68°47'47" E	60.00'
L9	N 68°47'47" E	60.00'
L10	N 68°47'47" E	59.70'

JOINT USE DRIVEWAY EASEMENT:

SHARED ACCESS DRIVEWAY

LOTS 1, 2 & 3

LOTS 4, 5, & 6

LOTS 7 & 8

LOTS 9 & 10

LOTS 11, 12 & 13

LOTS 14, 15 & 16

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE ON-SITE WATER WELLS

SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE ON-SITE SEWAGE FACILITIES

PROPOSED WATER WELL LOCATION
WITH 100' RADIUS SANITARY EASEMENT.
WELLS MUST BE PLACED AT LEAST 50' FROM ANY PROPERTY LINE.

LEGAL DESCRIPTION: BEING 101.004 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE GEORGE PATILLO SURVEY, ABSTRACT NO. 505 IN WILLIAMSON COUNTY, TEXAS AND ABSTRACT 677 IN BURNET COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 101.03 ACRE TRACT OF LAND CONVEYED TOBEMAR FAMILY PARTNERS, LTD BY DEED RECORDED IN DOCUMENT NO. 9875957 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 101.004 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN MARCH, 2016:

BEGINNING at a 1/2" iron rod with cap stamped "Austin Surveyors" found on the curving, north right-of-way (80') line of Highway 138 for the southeast corner hereof and the southwest corner of Lot 16, The Ranch at Florence as recorded by plat in Document 2011051154 of said official public records;

THENCE along said right-of-way line a distance of 199.89 feet along the arc of said curving line to the left having a radius of 2904.79 feet and a chord bearing S 64°32'53" W a distance of 199.85 feet to a concrete right-of-way monument (broken) found for endpoint and S 62°35'17" W a distance of 1459.95 feet to a 3/4" iron pipe found for the southwest corner hereof and the southeast corner of that certain 10.0 acre tract of land conveyed to Jeffery Schofell and Patricia Phillips by deed recorded in Volume 2708, Page 925 of said official records;

THENCE N 21°06'07" W a distance of 883.46 feet to a 1/2" iron rod found for angle point and N 21°02'11" W a distance of 491.72 feet to a 3/8" iron rod found for the northeast corner of said Schofell 10.0 acre tract and the southeast corner of that certain 20.0 acre tract of land conveyed to Daniel Wayne Weiermann, Sr. by deed recorded in Document #2007094328 of said official records;

THENCE N 21°14'17" W a distance of 1375.28 feet to a 3/4" iron pipe found on the south line of Burnet County Road 217 for the northwest corner hereof and northeast corner of said Weiermann 20 acre tract;

THENCE N 68°47'47" E a distance of 1659.16 feet along CR 217 to a 3/8" iron rod found for the northeast corner hereof and the northwest corner of Lot 1, The Ranch at Florence;

THENCE with the east line hereof, common with said Ranch at Florence the following four (4) calls:

1.) S 20°54'34" E a distance of 687.23 feet to a 1/2" iron rod with cap stamped "Forest 1847" found for angle point;
2.) S 20°59'05" E a distance of 602.44 feet to a 1/2" iron rod found for angle point;
3.) S 20°58'10" E a distance of 381.52 feet to a 1/2" iron rod with cap stamped "Forest 1847" found for angle point;
4.) S 20°59'53" E a distance of 906.60 feet
to the POINT OF BEGINNING, containing 101.004 acres of land, more or less.

101.004 Ac.

FLORENCE RANCHETTES
PRELIMINARY PLAT

PAGE 1 OF 2

FILE: Server\Co\Wm\Surveys\GEORGE PATILLO A505\23516

APRIL 13, 2016
REVISED: 5/19/2016

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

FLORENCE RANCHETTES
PRELIMINARY PLAT

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS

THAT WE, BOYD DEVELOPMENT, INC. ACTING HEREIN AND THROUGH GAVIN BOYD, OWNERS OF 101.004 ACRES OF LAND OUT OF THE GEORGE PATILLO SURVEY, ABSTRACT NO. 505 IN WILLIAMSON COUNTY, TEXAS AND ABSTRACT 677 IN BURNET COUNTY, TEXAS AND AS CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NO. , OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF SAID TRACT OF LAND, DO HEREBY SUBDIVIDE SAID 101.004 ACRE TRACT OF LAND AS SHOWN HEREON; DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON; DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FLORENCE RANCHETTES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2016.

BOYD DEVELOPMENT, INC.
GAVIN BOYD
P.O. BOX 431
CEDAR PARK, TEXAS 78630
713-398-9254
mrobertson@arcinvesting.com

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GAVIN BOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

NAME (PRINT)
MY COMMISSION EXPIRES:

I, JAMES E. GARON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT PLAT COMPLIES WITH ALL OF THE APPLICABLE CODES AND ORDINANCES; IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

JAMES E. GARON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 4303
P.O. BOX 1917
BASTROP, TEXAS 78602
PH. 512-303-4185
FAX 512-321-2107
JAMESEGARON.COM

I, DEREK VAN GILDER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE DRIVEWAY CULVERT TABLE, SHOWN HEREON, IS IN COMPLIANCE WITH WILLIAMSON COUNTY REGULATIONS

DEREK VAN GILDER DATE
REGISTERED PROFESSIONAL ENGINEER
REG. NO. 44823
P.O. BOX 1917
BASTROP, TEXAS 78602

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

DEBORAH L. MARLOW, RS 0S0029596 DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

BASED UPON THE ABOVE REPRESENTATION OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBLITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

FLOODPLAIN ADMINISTRATOR, WILLIAMSON COUNTY DATE

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HERBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED AND THAT THIS 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 DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF , 2016 A.D. AT_____O'CLOCK, _____.M, AND DULY RECORDED IN THIS THE DAY OF , 2016 A.D., AT O'CLOCK, .M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. .

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS.

BY: , DEPUTY

ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE DAY OF , 2016 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: ON-SITE PRIVATE WATER WELLS
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: PEDERNALES ELECTRIC COOPERATIVE

OWNER'S RESPONSIBILITIES:

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 PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THIS 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 ROADS IN THE SUBDIVISION HAVE BEEN FINALLY ACCEPTED FOR MAINTENANCE BY THE COUNTY.

MAILBOXES:

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAYS SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

DEVELOPMENT NOTE:

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

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 BFE, WHICHEVER IS HIGHER.

ROAD WIDENING EASEMENTS:

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

BEARING BASIS: TEXAS STATE PLANE, CENTRAL ZONE (NAD83)

FLOODPLAIN NOTE:

NO PORTION OF THIS PROPERTY LIES WITHIN AN IDENTIFIED FLOOD HAZARD AREA AS SHOWN ON THE F.E.M.A. F.I.R.M. PANEL 48491C0075E, EFFECTIVE SEPTEMBER 26, 2008.

EDWARDS AQUIFER NOTE:
THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

Commissioners Court - Regular Session **22.**

Meeting Date: 06/07/2016

LIT

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Laura Barker as Judge of the Williamson County Court at Law # 2 effective June 17, 2016 and continuing thereafter until she is elected and qualifies at the next general election in accordance with Texas Government Code § 25.0009.

Background

Texas Government Code § 25.0009 sets forth that the commissioners court of each county shall appoint a person to fill a vacancy in the office of judge of a statutory county court. The appointee holds office until the next general election and until the successor is elected and has qualified. Laura Barker has won the republican nomination and she is running unopposed at this point. As soon as she is elected on November 8, 2016 and qualifies, she will complete the remainder of the term and begin her new term on January 1, 2017. The qualification requirements are as follows: takes oath of office, citizen of U.S., age 25 or older; resident of county for at least 2 years; and licensed attorney who has practiced law or served as a judge for 4 years.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	06/01/2016 08:48 AM
Form Started By: Rebecca Clemons		Started On: 05/31/2016 02:14 PM
Final Approval Date: 06/01/2016		

Commissioners Court - Regular Session **23.**

Meeting Date: 06/07/2016

American Heat Association Mission Lifeline Gold Award 2016

Submitted For: Kenny Schnell **Submitted By:** Kenny Schnell, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipent of the American Heart Association Mission Lifeline Gold Award.

Background

The American Heart Association Mission Lifeline would like to recognize WCEMS for their continued work, training and commitment in improving the overall quality of care for the STEMI (heart attack) patients in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/25/2016 02:48 PM
Form Started By: Kenny Schnell		Started On: 05/25/2016 11:28 AM
Final Approval Date: 05/25/2016		

Commissioners Court - Regular Session **25.**

Meeting Date: 06/07/2016

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

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2016 08:18 AM
Form Started By: Lydia Linden		Started On: 05/23/2016 03:59 PM
Final Approval Date: 05/24/2016		

Commissioners Court - Regular Session **26.**

Meeting Date: 06/07/2016

Discuss and take action on TCEQ Agent Authorization Form for North Campus Facility

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with Wilco North Campus Facility.

Background

This action will allow Halff Associates to act on the behalf of Williamson County in the filing of the required TCEQ permitting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ Agent Auth Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/25/2016 02:48 PM
Form Started By: Lydia Linden		Started On: 05/24/2016 03:13 PM
Final Approval Date: 05/25/2016		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Dan Gattis,
Print Name

Williamson County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized John J. Teague III, PE
Print Name of Agent/Engineer

of Halff Associates, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **27.**

Meeting Date: 06/07/2016

Williamson County Expo Center P418; change order 9

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 9 from Flintco LLC in the amount of $0.

Background

This change order is for giving official direction to Flintco, LLC for the removal of the Fall Protection Scope of Work from the project. This change order also accepts 18 rain delay days which moves the Substantial Completion from September 7th, 2016 to October 3rd, 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center Change Order 09

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/01/2016 11:00 AM
Form Started By: Gina Wrehsnig		Started On: 06/01/2016 10:04 AM
Final Approval Date: 06/01/2016		

Change Order Request

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Flintco, LLC
Project # 15035

Change Order Request: 009 **Date: 5/10/2016**

To:	Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetownn, TX 78626	**From:**	David Freisner Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249

Description	Category	Status
Fall Protection Scope Removal		New

Reference	Required By	Days Req	Amt Req
	5/17/2016	18	$0.00

Notes

Please accept this zero dollar change order to remove all Fall Protection from Flintco's Scope of Work as it was not included in the GMP Proposal. This includes but is not limited to the Stainless Steel Horizontal Lifeline System as referenced on Contract Drawing A1-4 and all scope associated with Specification 07 72 60 Personal Fall Arrest System.

In addition and to the extent authorized by Texas law, Williamson County hereby agrees to release and hold harmless Flintco, LLC for any and all claims, liabilities or damages arising from or in any way related to the removal of this life safety scope from the project. This includes but is not limited to the liability to achieve a Final Certificate of Occupancy without the aforementioned fall protection scope.

Please note this change order also adds 18 working days to the schedule to account for 18 rain days as discussed and approved in the Owner's Meetings. This will account for rain days through May 30th, 2016. This changes the Contractual Substantial Completion from September 7th, 2016 to October 3rd, 2016.

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason

Item No	Item Description	Amt Prop	Reference

Flintco, LLC
CONTRACTOR
8100 Cross Park Dr.
Austin, TX 78754-5249
Address
By David Freisner
SIGNATURE
DATE 5/31/2016

Williamson County Texas
OWNER
3101 SE Inner Loop
Georgetownn, TX 78626
Address
By
SIGNATURE
DATE

Commissioners Court - Regular Session **28.**

Meeting Date: 06/07/2016

Williamson County Expo Center P418; change order 10

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 10 from Flintco LLC in the amount of $56,090.00.

Background

This change order is for additional concrete at the Circulation Area to allow for better traffic flow during events. This change order also includes modifications to the Covered Penning structure to allow for more adequate weatherproofing and a scope of work that will prepare the structure for the possible future installation of exhaust fans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center Change Order 10

Expo Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 11:04 AM
Form Started By: Gina Wrehsnig		Started On: 06/02/2016 09:32 AM
Final Approval Date: 06/02/2016		

Change Order Request

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Flintco, LLC
Project # 15035

Change Order Request: 010 **Date:**

To:	Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetownn, TX 78626	**From:**	David Freisner Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249

Description	Category	Status
ASI 006 Alternate #1 and Added Arena Concrete		New

Reference	Required By	Days Req	Amt Req
		0	$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
033	5/19/2016		$0.00	0	Change Order	Change Condition

Additional Concrete @ South end of Existing Arena

Item No	Item Description	Amt Prop	Reference
001	Keystone Add for Additional Pads @ South End of Existing Arena	$5,816.00	
002	Oakridge Add for Removal of Chain-link Fence	$1,500.00	
003	Funding From Owner's Contingency	$(7,316.00)	

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
035	5/19/2016		$0.00	0	Change Order	Change Condition

ASI 006 Revisions & Alt 1 Roof Extension

Item No	Item Description	Amt Prop	Reference
003	Gray & Becker Add for Roof Modifications and Curbs Associated with (4) Roof Mounted Exhaust Fans & Roof Extensions Added in Submittal Review	$43,912.00	
004	Quality Iron Change Associated with Removing Gates and Columns and Adding Detail Work Associated with Wind Fabric Attachment	$0.00	
005	Lowered Windscreen Footings in ASI 006	$4,862.00	
006	Funding Change from Buyout Savings	$(48,774.00)	

Change Order Request

Flintco, LLC	Williamson County Texas
CONTRACTOR	OWNER
8100 Cross Park Dr. Austin, TX 78754-5249	3101 SE Inner Loop Georgetownn, TX 78626
Address	Address
By David Freisner	By
SIGNATURE	SIGNATURE
DATE 6/1/2016	DATE

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 033	5/19/2016	Additional Concrete @ South end of Existing Arena	New

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Change Condition			

Notes

Revenue Code

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - KEYCO - 000.030000.S	5/26/2016		**Budget:**	Pend Rev	$0	$5,816	$5,816	$5,816
Keystone Add for Additional Pads @ South End of Existing Arena			**Cost:**	Pend Commt	$0	$5,816	$5,816	$5,816
002 - ORC - 000.017123.S	5/26/2016		**Budget:**	Pend Rev	$0	$1,500	$1,500	$1,500
Oakridge Add for Removal of Chain-link Fence			**Cost:**	Pend Commt	$0	$1,500	$1,500	$1,500
003 - - 000.975600.M	5/26/2016		**Budget:**	Pend Rev	$0	-$7,316	-$7,316	-$7,316
Funding From Owner's Contingency			**Cost:**	Pend Commt	$0	-$7,316	-$7,316	-$7,316

KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
April 28, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #11 — **Additional Concrete**

Keystone Concrete Placement's Work:

Additional 6" concrete paving at Existing Arena per attached drawing. Concrete paving to match design specification of adjacent Common Area concrete paving. Thickened/turn-down edge at Arena side of paving only, similar to detail 6/S301.

Labor:		$	2,021
Materials:		$	2,743
Equipment:		$	523
Overhead & Profit:	10%	$	529

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.
Note: Excludes Spoils haul-off.
Note: Water to be made available during concrete work.
Note: Work during normal business hours, no overtime.

Total Change Request: $ 5,816

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

From: David Freisner
To: John Miles
Cc: Ricky Galloway
Subject: RE: Wilco - ASI 006 - Covered Penning & Windscreen Revisions
Date: Monday, April 25, 2016 9:18:57 AM
Attachments: image001.png

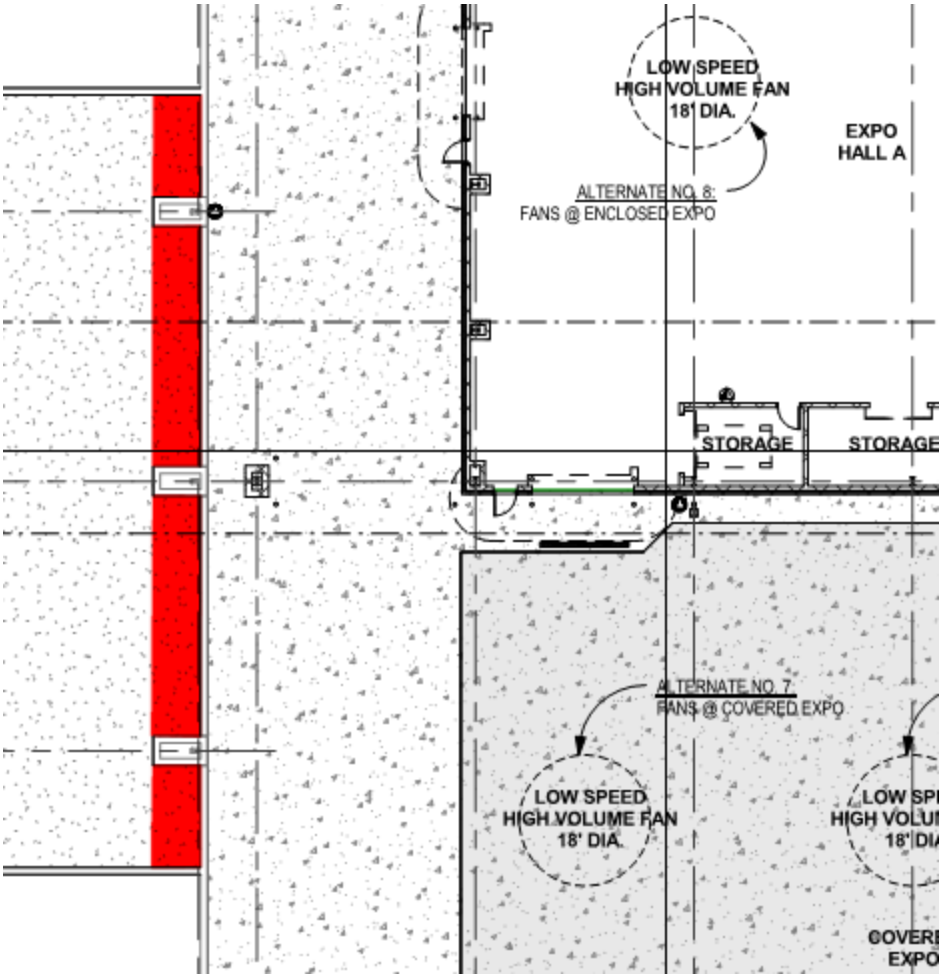
John,

Please find a new link below.

ASI 006 - Covered Penning & Windscreen Revisions
https://flintco.egnyte.com/fl/9Gweqpky0v

In addition,

Please provide a price for a 6" this slabs reinforced per are documents and expansion material against all adjacent surfaces. See highlighted drawing below. Please feel free to call and discuss or come walk the area to get an idea of what you will be working with.



Best Regards,

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 035 | **5/19/2016** | **ASI 006 Revisions & Alt 1 Roof Extension** | **New**

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Change Condition			

Notes | **Revenue Code**

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
003 - 133419 - 000.133419.S	5/26/2016		**Budget:**	Pend Rev	$0	$43,912	$43,912	$43,912
Gray & Becker Add for Roof Modifications and Curbs Associated with (4) Roof Mounted Exhaust Fans & Roof Extensions Added in Submittal Review			**Cost:**	Pend Commt	$0	$43,912	$43,912	$43,912
004 - QUAIOC - 000.051000.S	5/26/2016		**Budget:**	Pend Rev	$0	$0	$0	$0
Quality Iron Change Associated with Removing Gates and Columns and Adding Detail Work Associated with Wind Fabric Attachment			**Cost:**	Pend Commt	$0	$0	$0	$0
005 - KEYCO - 000.030000.S	5/26/2016		**Budget:**	Pend Rev	$0	$4,862	$4,862	$4,862
Lowered Windscreen Footings in ASI 006			**Cost:**	Pend Commt	$0	$4,862	$4,862	$4,862
006 - WILCO - 000.975700.M	5/26/2016		**Budget:**	Pend Rev	$0	-$48,774	-$48,774	-$48,774
Funding Change from Buyout Savings			**Cost:**	Pend Commt	$0	-$48,774	-$48,774	-$48,774

GRAY & BECKER CONSTRUCTION CO.

9809 Beck Circle
Austin, TX 78758
Office 512.836.1545
Fax 512.836.4462

CHANGE ORDER

Change Order No.: 2
Date: 4/15/2016
Project: Williamson County Expo

PCO 035 - ASI 006 Revision Back Roof Extension[21].pdf

To: David Freisner
Flintco, LLC
6001 Airport BLVD
Austin, TX 78752

Item Number	Description	INCREASE in Price	DECREASE in Price
1	Add 4 roof curb installed	$ 3,500.00	
	Labor to install roof curbs other curbs	$ 7,700.00	
	Materials to extend per marked up approvals 1'-9"	$ 18,401.00	
	Labor to install extended overhangs per approvals	$ 14,311.00	
	TOTAL	$ 43,912.00	$0.00
	NET CHANGE	$43,912.00	

The original Contract Sum was:	$0.00
Previously authorized Change Orders:	$0.00
Previous Contract Sum:	$0.00
Sum DECREASE by this Change Order:	$43,912.00
NEW CONTRACT SUM:	**$43,912.00**

Gray & Becker Construction Company

By: _____

Date: 4.21.16

Accepted:

By: _____

Date: _____

David Freisner

From: Jeremy Bain <jbain@qualityironla.com>
Sent: Wednesday, May 18, 2016 6:10 PM
To: David Freisner
Subject: Williamson County Expo Center - ASI 006 - QI Pricing

Categories: Cost Implications

David,

The total cost to make the deductions and additives shown by ASI 6 resulted in addition cost in the amount of $272. However, in the spirit of teamwork, Quality Iron will agree to proceed with the changes at NO additional cost to FlintCo or the Owner.

Please provide written directive authorizing QI to proceed with the changes noted by ASI 6. In accordance with the Subcontract Agreement, Quality Iron shall not proceed with the related work until written directive is received from FlintCo. If directive is not received within 15 days, the impact of this change may be affected and Quality Iron, therefore, reserves the right to revise and resubmit cost accordingly.

Should you have any questions, please feel free to call me.

Have a nice afternoon!

Thanks,

Jeremy Bain

Senior Project Manager

Quality Iron of Louisiana

30875 Strawberry Ln.

Hammond, LA 70403

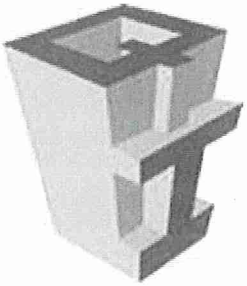
P: 985.467.0845

PCO 035 - ASI 006 Revisions & Alt 1 Roof Extension(2).pdf

F: 985.467.0847

C: 985.981.3492

QualityIronLA.com



 Do you really need to print this email? Think green!

PCO 035 - ASI 006 Revisions & Alt 1 Roof Extension(2).pdf

KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
April 27, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #09 — **ASI 006 - Revise/Lower Footings**

Keystone Concrete Placement's Work:

Lower footings 12", detail 13/S300, along grid line A, at Existing Arena. Plinths on top of footings extend 12" in height from original plans.

Labor:		$	2,420
Materials:		$	1,440
Equipment:		$	560
Overhead & Profit:	10%	$	442

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.
Note: Excludes Spoils haul-off.
Note: Water to be made available during concrete work.
Note: Work during normal business hours, no overtime.

Total Change Request: $ 4,862

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	$867,750.00	$ (867,750.00)	$0.00	$689,750.32
SOFT COST	$622,113.50	$ (209,218.48)	$412,895.02	$125,744.28
GMP (SEE GMP BALANCES ON SHEET 2)	$10,978,073.00	$ (10,257,061.00)	$721,012.00	$3,417,225.00
SUBTOTALS	**$12,467,936.50**	**$ (11,334,029.48)**	**$1,133,907.02**	**$4,232,719.60**

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			($500,000.00)
	PCO#020 - Transfer to Owner Contingency			($400,000.00)
Construction Manager Contingency - Subtotal		$1,125,458.00	$0.00	($900,000.00)
Construction Manager Contingency - Total			$1,125,458.00	**$225,458.00**

Owner's Construction Contingency		$253,228.00		
	PCO#011 - Transfer from CM Contingency			$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			($24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			($489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			($14,579.00)
OCO#004	PCO#018 - Concrete Protection			($2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			($12,860.00)
	PCO#020 - Transfer from CM Contingency			$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competion			($399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			($162,409.00)
OCO#007	Electrical Upgrades			($15,225.00)
OCO#008	NOT ACCEPTED			$0.00
Owner's Construction Contingency - Subtotal		$253,228.00	$0.00	($220,276.00)
Owner's Construction Contingency - Total			$253,228.00	**$32,952.00**

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		$514,258.00		
	PCO#010 - Removal of 6 Trees			($2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			($4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			($673.00)
OCO#007	Added Scope through ASI 005			($58,207.00)
Future Buyout Delta - Subtotal		$514,258.00	$0.00	($51,656.00)
Future Buyout Delta - Total			$514,258.00	**$462,602.00**

Commissioners Court - Regular Session **29.**

Meeting Date: 06/07/2016

1601-045 Bill Pickett Trail Change Order No 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -$85.80 for Bill Pickett Trail (East Williamson County Park Access Road), a Road Bond Project in Commission Pct. 4.

Background

This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract. Given the existing soft subgrade conditions, this substitution creates a more durable subgrade foundation for the pavement section and also could reduce the lifecycle costs. The placement of select fill material also could shorten the construction duration. The Geotechnical Engineer for the project approved this substitution. The material will be obtained from a local Williamson County owned stockpile.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bill Pickett Trail CO No 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:35 AM
Form Started By: Dawn Haggard		Started On: 05/27/2016 12:40 PM
Final Approval Date: 06/02/2016		

RECEIVED
MAY 24 2016
BY: PST

Received
MAY 26 2016
HNTB Corporation
Round Rock

Received
MAY 18 2016
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Cox Commercial Construction**

2. Change Order Work Limits: Sta. **17+09.69** to Sta. **72+55.77**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3K** (3 Max. - In order of importance - Primary first)

Project:	***1601-045***
Roadway:	***Bill Pickett Trail***
CSJ Number:	***1601-045***

5. Describe the work being revised:

This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract.

6. Work to be performed in accordance with Items: **110, 132, 247, 260.**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 5/17/16

By

Typed/Printed Name DARREN OKRUHLIK

Typed/Printed Title SR. V.P.

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($85.80)**

RECOMMENDED FOR EXECUTION:

James D K P.E. 5/24/16
Project Manager Date

N/A
Design Engineer Date

5/26/2016
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *1601-045*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0110-6001	Excavation (Roadway)	CY	$7.00	16248.00	$113,736.00	3,126.00	19,374.00	$135,618.00	$21,882.00
0132-6003	Embankment (Final)(Ord Comp)(Ty B)	CY	$16.00	19925.00	$318,800.00	(3,123.00)	16,802.00	$268,832.00	($49,968.00)
0260-6002	Lime (Hydrated Lime)(Slurry)	TON	$145.00	397.00	$57,565.00	(397.00)	0.00	$0.00	($57,565.00)
0260-6073	Lime Trt (Subgrade)(8")	SY	$3.20	30559.00	$97,788.80	(30,559.00)	0.00	$0.00	($97,788.80)
999-0001	Select Fill (8")	SY	$6.00	0.00	$0.00	30,559.00	30,559.00	$183,354.00	$183,354.00
TOTALS					$587,889.80			$587,804.00	($85.80)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Bill Pickett Trail
Williamson County Project No. 1601-045

Change Order No. 01

Reason for Change

This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract. Given the existing soft subgrade conditions, this substitution creates a more durable subgrade foundation for the pavement section and also could reduce the lifecycle costs. The placement of select fill material also could shorten the construction duration. The Geotechnical Engineer for the project approved this substitution. The material will be obtained from a local Williamson County owned stockpile.

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

ITEM	DESCRIPTION	QTY	UNIT
999-0001	Select Fill (8”)	30,559	SY

This Change Order results in a net decrease of $85.80 to the Contract amount, for an adjusted Contract total of $3,806,047.50. The original Contract amount was $3,806,133.30. As a result of this and all Change Orders to-date, $85.80 has been deducted from the Contract, resulting in a 0% net change in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Eddie R. Church

From: David Boone
Sent: Monday, May 09, 2016 6:47 AM
To: Eddie R. Church
Cc: Clayton Weber
Subject: FW: 1601-045 Bill Pickett Trail Reclaimed Base Results

Eddie,

See string below. This has been accepted per Clayton.

David Boone
Senior Inspector
Main (512) 744-9082 **Direct** (512) 527-6724 **Cell** (512) 202-2191

HNTB CORPORATION
101 E. Old Settlers Blvd., Suite 100, Round Rock, TX 78664 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Darren Okruhlik [mailto:Darren@cox-commercial.com]
Sent: Tuesday, April 26, 2016 8:40 AM
To: David Boone
Subject: RE: 1601-045 Bill Pickett Trail Reclaimed Base Results

Below is what I came up with running thru the revised cuts / fills for the select fill.

SELECT FILL CHANGE ORDER

BID ITEM	SPEC	DESCRIPTION	QTY	UNIT	U/C	TOTAL
3	110 6001	EXCAVATION (ROADWAY)	3126	CY	$ 7.00	$ 21,882.00
4	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	-3123	CY	$ 16.00	$ (49,968.00)
10	260 6002	LIME (HYDRATED LIME (SLURRY))	-397	TON	$ 145.00	$ (57,565.00)
11	260 6073	LIME TRT (SUBGRADE)(8")	30559	SY	$ 3.20	$ (97,788.80)
X	XXX XXXX	8" SELECT FILL	30559	SY	$ 6.00	$ 183,354.00
						$ (85.80)

DARREN OKRUHLIK, P.E.
Cox Commercial Construction
Senior Vice President
darren@cox-commercial.com
C: 512-848-4446
O: 512-222-1114

1901 Ranch Road 620 N, Suite 104
Austin, TX 78734

From: David Boone [mailto:daboone@HNTB.com]
Sent: Tuesday, April 26, 2016 8:25 AM
To: Darren Okruhlik <Darren@cox-commercial.com>
Subject: RE: 1601-045 Bill Pickett Trail Reclaimed Base Results

Yes, I think we will have to do a change order.

David Boone
Senior Inspector
Main (512) 744-9082 **Direct** (512) 527-6724 **Cell** (512) 202-2191

HNTB CORPORATION
101 E. Old Settlers Blvd., Suite 100, Round Rock, TX 78664 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS



From: Darren Okruhlik [mailto:Darren@cox-commercial.com]
Sent: Tuesday, April 26, 2016 8:24 AM
To: David Boone
Cc: Dawn Haggard
Subject: RE: 1601-045 Bill Pickett Trail Reclaimed Base Results

Do I need to submit a proposal for the select fill item showing a $0 change from the lime treat?

DARREN OKRUHLIK, P.E.
Cox Commercial Construction
Senior Vice President
darren@cox-commercial.com
C: 512-848-4446
O: 512-222-1114
1901 Ranch Road 620 N, Suite 104
Austin, TX 78734

From: David Boone [mailto:daboone@HNTB.com]
Sent: Monday, April 25, 2016 11:11 AM
To: Darren Okruhlik <Darren@cox-commercial.com>
Cc: Dawn Haggard <dhaggard@HNTB.com>
Subject: FW: 1601-045 Bill Pickett Trail Reclaimed Base Results

Darren,

See below, good to go with the stockpile material.

David Boone
Senior Inspector
Main (512) 744-9082 **Direct** (512) 527-6724 **Cell** (512) 202-2191

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101 E. Old Settlers Blvd., Suite 100, Round Rock, TX 78664 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS



From: John S. Landwermeyer, P.E. [mailto:jlandwermeyer@ariasinc.com]
Sent: Monday, April 25, 2016 11:11 AM
To: David Boone
Cc: Ryan Bell; Dawn Haggard; Rebecca A. Russo, P.E.
Subject: RE: 1601-045 Bill Pickett Trail Reclaimed Base Results

All,

8" of recycled base can be used in place of 8" of LSS. No increase is necessary.

John

John S. Landwermeyer, P.E. | Managing Principal, Austin Operations
office: 512-428-5550 | mobile: 512-940-2598 | tbpe firm f-32

ARIAS GEOPROFESSIONALS
AUSTIN | SAN ANTONIO | DALLAS/FORT WORTH | EAGLE PASS | CORPUS CHRISTI

From: David Boone [mailto:daboone@HNTB.com]
Sent: Monday, April 25, 2016 10:10 AM
To: John S. Landwermeyer, P.E.
Cc: Ryan Bell; Dawn Haggard; Rebecca A. Russo, P.E.
Subject: RE: 1601-045 Bill Pickett Trail Reclaimed Base Results

Will the depth of this material be the same as the lime treated subgrade? There was some discussion if that were adequate or if we need to go up to 12".

David Boone
Senior Inspector
Main (512) 744-9082 **Direct** (512) 527-6724 **Cell** (512) 202-2191

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101 E. Old Settlers Blvd., Suite 100, Round Rock, TX 78664 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS



From: John S. Landwermeyer, P.E. [mailto:jlandwermeyer@ariasinc.com]
Sent: Friday, April 22, 2016 9:31 PM
To: David Boone
Cc: Ryan Bell; Dawn Haggard; Rebecca A. Russo, P.E.
Subject: RE: 1601-045 Bill Pickett Trail Reclaimed Base Results

All,

We recommend approval of this material for use as substitute for the lime treated subgrade on this project. As a granular material, compaction requirements should be ≥95% of TEX-113-E at /-2% of optimum.

John

John S. Landwermeyer, P.E. | Managing Principal, Austin Operations
office: 512-428-5550 | mobile: 512-940-2598 | tbpe firm f-32

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-----Original Message-----
From: David Boone [mailto:daboone@HNTB.com]
Sent: Tuesday, April 19, 2016 10:46 AM
To: John S. Landwermeyer, P.E.
Cc: Ryan Bell; Dawn Haggard
Subject: FW: 1601-045 Bill Pickett Trail Reclaimed Base Results

Mr. Landwermeyer,

Please see attached results of the material stockpile near the project. This material is proposed as a substitution for the lime treated subgrade. Let us know if this is an adequate substitute.

David Boone
Senior Inspector
Main (512) 744-9082 Direct (512) 527-6724 Cell (512) 202-2191

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101 E. Old Settlers Blvd., Suite 100, Round Rock, TX 78664 | www.hntb.com ■ 100+ YEARS OF INFRASTRUCTURE SOLUTIONS

-----Original Message-----
From: Scott Beimler [mailto:scott.beimler@pavetex.com]
Sent: Tuesday, April 19, 2016 9:41 AM
To: David Boone
Subject: Bill Pickett Trail Reclaimed Base Results

David,

Attached are the gradation and PI results for your reclaimed base.

Regards,

--
Scott Beimler
3989 Hwy 290 East
Dripping Springs, TX 78620
O: (512) 858-2993
F: (512) 858-2921

Austin, Killeen, Corpus Christi, Dallas, El Paso, Ft Worth, Houston, Lubbock, San Antonio

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AVERAGE LOW BID UNIT PRICE - CONSTRUCTION - AUSTIN DISTRICT

132 6005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY			67,013.000	22.45985	6
247 6366	FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS	CY	2,566.000	52.50000	61,400.000	47.52060	21
247 6392	FL BS (CMP IN PLC) (TY D GR 5) (FNAL POS)	CY			44,291.000	56.67472	8

AVERAGE LOW BID UNIT PRICE - CONSTRUCTION – STATEWIDE

132 2026	EMBANKMENT (FINAL) (DENS CONT) (TY C2)	CY			18,162.000	31.20000	
132 6005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	5,247.000	25.36592	435,936.500	12.71515	46
247 2042	FL BS (CMP IN PLC) (TY A GR 2) (FNAL POS	CY			9,702.000	80.00000	1
247 2044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS	CY			7,786.610	59.00000	1

30,559 SY X $6.00/SY = $183,354.00

30,559 X 9 = 275,031

275,031 X 0.67/27 = 6,825 CY

$183,354.00/6,825 CY = $26.87/CY

Commissioners Court - Regular Session **30.**

Meeting Date: 06/07/2016

CR 101 Antiquities Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on CR 101, a Road Bond Project in Commissioner Pct. 4.

Background

The permit requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on CR 101 needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 101 Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:35 AM
Form Started By: Dawn Haggard		Started On: 05/27/2016 12:50 PM
Final Approval Date: 06/02/2016		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) CR 101 Project
County (ies) Williamson County
USGS Quadrangle Name and Number Taylor (3097-422) and Hutto (3097-311)
UTM Coordinates Zone 14R E 644186 N 3384293
Location City of Taylor, along CR 101 north of West 2nd Street and extending north to 0.4 mile north of Chandler Road
Federal Involvement ■ Yes ❑ No
Name of Federal Agency U.S. Army Corps of Engineers, Fort Worth District
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Judge Dan Gattis
Address 710 Main Street
City/State/Zip Georgetown, Texas, 78626
Telephone (include area code) (512) 943-1100 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Megan Koszarek
Affiliation HDR, Inc.
Address 17111 Preston Road, Suite 200
City/State/Zip Dallas, Texas 75248
Telephone (include area code) (972) 960-4428 Email Address megan.koszarek@hdrinc.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork May 16, 2016
Requested Permit Duration 4 Years _____ Months (1 year minimum)
Scope of Work (Provide an Outline of Proposed Work) See attached Intensive Archaeological Survey Scope

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility HDR, Inc.
Permanent Curatorial Facility Center for Archaeological Studies (Texas State University)

IV. LAND OWNER'S CERTIFICATION

I, Judge Dan Gattis, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Megan Koszarek, as Principal Investigator employed by HDR, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 5-03-16

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us
3/3/09

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

ARCHAEOLOGICAL INTENSIVE SURVEY SCOPE

Intensive Archaeological Survey of the CR 101 Project
Williamson County, Texas

Brown & Gay Engineers (BGE) is proving engineering services for Williamson County. BGE contracted with HDR to conduct an intensive cultural resources survey of the project area in advance of proposed construction activities for County Road 101 (CR 101) in the City of Taylor, Williamson County, Texas (Figures 1 and 2). The proposed project consists of the construction of roadway consisting of grading, HMAC surfacing, erosion control, and bridge structures. The project area is approximately 4.7 miles (7.6 kilometers) in length. The project comprises 27.95 acres of existing Right-of-Way (ROW) and 62.2 acres of proposed ROW along the length of the project, primarily along the westernmost edge of the existing ROW. The final pavement depth will be 2 feet (ft; 0.6 meter [m]) and the tallest culvert has a depth of 5 ft (1.5 m).

The purpose of the cultural resources investigation is to conduct an inventory or determine the presence/absence of archaeological resources (36 CFR 800.4) and to evaluate identified resources for their eligibility for inclusion in the National Register of Historic Places (NRHP), as per Section 106 (36 CRF 800) of the National Historic Preservation Act of 1966, as amended, or as a designated State Antiquities Landmark (SAL) under the Antiquities Code of Texas (13 TAC 26.12). The State of Texas requires that the proposed development be in compliance with Chapter 191 of the Texas Natural Resources Code, also known as the Texas Antiquities Code.

The underlying geology within a majority of the project area consists of high gravel deposits of Pleistocene age (United States Geological Survey 2007). The underlying geology within the project area at the two creek crossings consists of the Ozan Formation of Cretaceous age (United States Geological Survey 2007). According to data from the Natural Resources Conservation Service (Soil Survey Staff 2016), the project area consists of eight soil map units: Burleson clay, 0 to 1 percent slopes; Branyon clay, 1 to 3 percent slopes; Tinn clay, 0 to 1 percent slopes, frequently flooded; Houston Black clay, 1 to 3 percent slopes; Houston Black clay, 3 to 5 percent slopes, moderately eroded; Altoga silty clay loam, 3 to 5 percent slopes, eroded; Krum silty clay, 1 to 3 percent slopes; and Heiden clay, 5 to 8 percent slopes, eroded.

A review of the Texas Historic Commission's (THC) Archeological Sites Atlas (Atlas) indicates that, within a one-mile buffer zone, there have been three archaeological surveys conducted (Table 1), and one archaeological site (41WM767) has been recorded (Figure 2).

Table 1. Cultural Resources Surveys Within One Mile of the Project Area.

Object ID	Agency	Report Title	Contractor	Year	Comments/ Recommendations
19831	TxDOT	Intensive Archeological Survey of the Farm-to-Market Road 1660 Realignment Project, Hutto, Williamson County, Texas	Horizon ESI	2011	TAC# 5788
4241	TDHPT	—	—	1976	—
13275	—	—	—	—	No survey information available

One archaeological site (41WM767) is located within the one-mile search radius. This site is located approximately 0.3-mile west-southwest of the project area. No additional information concerning site 41WM767 is available via the Atlas.

According to the Atlas, no Official Texas Historical Markers, Recorded Texas Historic Landmarks, previous structure inventories, cemeteries, SALs, or NRHP eligible or listed resources or districts are located within one mile of the project area (see Figure 2).

Survey Methods

HDR will conduct an intensive survey with shovel testing and pedestrian survey of the project Area of Potential Effects (APE), which is approximately 4.7 miles (7.6 kilometers) in length and encompasses approximately 33 acres. Shovel testing will be conducted according to THC's minimum survey standards for linear project areas. The survey corridor for approximately 3 miles of the APE is less than 100 ft (30 m) in width, requiring a single transect of shovel tests placed at 100 m (328 ft) intervals. For approximately 1.3 miles, the survey corridor is between 100 ft (30 m) and 200 ft (60 m) wide, requiring two transects of shovel tests placed at 100 m (328 ft) intervals. Approximately 0.2 mile of the APE has a survey corridor measuring 200 ft (60 m) to 300 ft (90 m), which requires three transects of shovel tests placed at 100 m (328 ft) intervals. Additionally, areas surrounding water crossings within the APE will be subjected to shovel testing at a 30 m interval. One water crossing will require a single transect and is approximately 0.1 mile in length. The second requires three transects and is approximately 0.1 mile in length. No fewer than 121 shovel tests will be excavated within the APE.

Each shovel test will be approximately 30 centimeters (cm; 12 inches [in]) in diameter and will be excavated in 20-cm (8-in) arbitrary levels to a depth of 80 cm (32 in) below surface or until sterile subsoil is encountered. Shovel test excavation depths will meet or exceed the maximum depth of impacts proposed for the current project. The soil removed will be screened through 0.635-cm (0.25-in) mesh screen, and soil descriptions will follow the guidelines and terminology established by the National Soil Survey Center (Schoeneberger et al. 2002). Soil colors will be recorded using a Munsell Soil Color Chart. All excavated shovel tests will be recorded on shovel test forms which note depth, soil matrix descriptions, and cultural materials recovered. Digital photographs will be used to document the survey conditions, disturbances, and any cultural features observed; and details of each photograph will be recorded on standardized forms. All shovel test locations will be recorded using a sub-meter Global Positioning System (GPS) unit. Backhoe trenching will be used in areas where the potential for deeply buried, intact subsurface cultural deposits exists. Where possible, cut banks of major streams will be photographed and the stratigraphic profiles examined for potentially deeply buried cultural deposits.

Should any archaeological sites be located, photographs and notes will be taken to identify the deposits, and completion of a site form recording location information, vegetative cover, contextual integrity, estimated temporal period, and artifactual material noted will be completed for each site. All site forms will be submitted to the Center for Archaeological Studies (CAS) for official recordation, and site trinomials will be obtained for all sites discovered prior to project completion.

Each site located will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of "HDR-XXX". This number is a temporary field number only, though formal site trinomials will be obtained. Site designations will be applied only to clusters of artifacts (whether surface or subsurface) that represent occupation or activity areas. Field notes concerning sites will be maintained by the project archaeologist. These field notes will document survey conditions, vegetative cover, and initial interpretations of the cultural properties.

Generally, surface collections of both historic and prehistoric materials would involve only temporally diagnostic artifacts or tools. For prehistoric material, this includes decorated body sherds or rims, projectile points, biface preforms, finished tools, or well-made cores. For historic artifacts, material to be collected includes decorated ceramics, decorated or embossed glass, and pieces with maker's marks or indications of manufacturing technology. In addition, samples may be collected of any undecorated earthenwares, stonewares, window glass, colored glass, and nails that may be present on the surface and would aid in site age determination.

Reporting Requirements

The data analysis for the project will describe and evaluate all recorded cultural resources sites, plus analyze and present all data relative to any artifacts collected during the cultural resources survey. Official site trinomials will be obtained for all new sites discovered. A cost-effective analysis will be performed, and the report will present the results in a clear and concise manner. This data will be used to formulate a recommendation for or against the need for archaeological testing to determine the eligibility of any sites identified during the survey for inclusion in the NRHP and/or designated as a SAL using the appropriate criteria under which eligibility of identified or revisited sites is evaluated.

A Final Report will be prepared in compliance with the guidelines published by the Council of Texas Archeologists, the THC, and the Secretary of the Interior's Guidelines. The report will include an introductory chapter discussing the conditions of the survey, a chapter treating the environmental and geological setting of the project area, a chapter discussing the prehistoric and historic cultural contexts of the project area including previous research in the area, a chapter regarding survey methodology, a chapter explaining the results of this survey including a list of all sites identified, the ownership of the land on which the sites lie, the sites eligibility, and finally a chapter summarizing our recommendations. Each chapter will contain all pertinent data collected and recorded (i.e., numbers and listing of sites, their NRHP or SAL eligibility recommendations, whether on private or state land, where excavation units were excavated and where artifacts were collected, and what future recommendations are being made as per requirements of 13 TAC 26.5(35) and 13 TAC 26.20(1)) for the specific project.

One print copy of this report and two tagged PDF copies of the final report (one with site location information and one without) will be submitted to THC as per the requirements of the Antiquities Permit. Upon the completion of the fieldwork, all artifacts, field forms, photographs, and results will be curated at the Center for Archaeological Studies at Texas State University in San Marcos.

References

Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture

2016 Web Soil Survey. Available online at: http://websoilsurvey.nrcs.usda.gov/, accessed April 28, 2016.

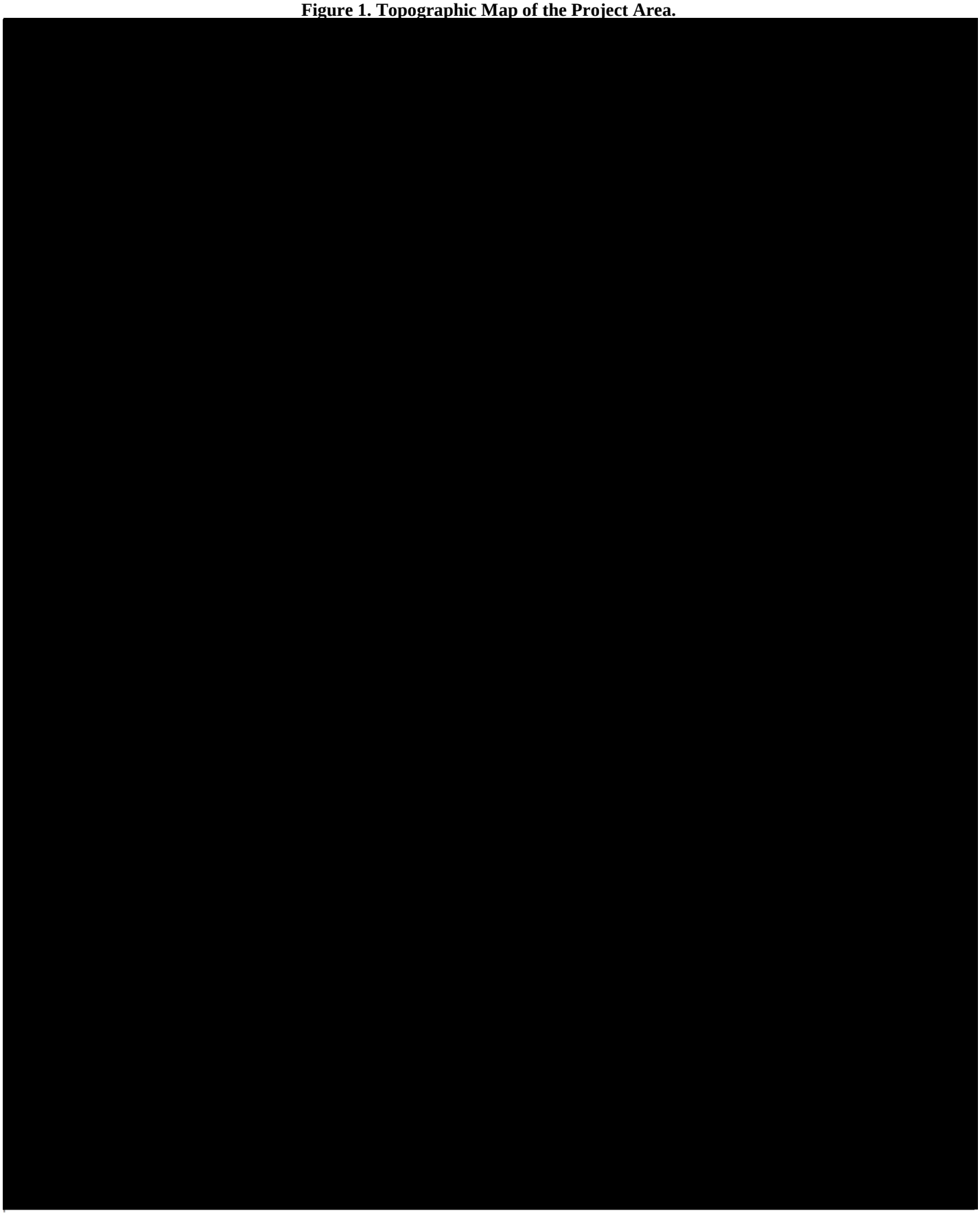
Schoeneberger, P.J., D.A. Wysocki, E.C. Benham, and W.D. Broderson (editors)

2002 Field Book for Describing and Sampling Soils, Version 2.0. Natural Resources Conservation Service, National Soil Survey Center, Lincoln, Nebraska.

United States Geological Survey

2007 "The Texas Geology Map Viewer." United States Geological Survey (USGS), in cooperation with the Texas Natural Resources Information System (TNRIS). Available at http://txpub.usgs.gov/dss/texasgeology/). Accessed April 28, 2016.

Figure 1. Topographic Map of the Project Area.



CR 101

USGS HUTTO AND TAYLOR QUADS
WILLIAMSON COUNTY, TX

N

0 0.25 0.5 1
Kilometers

0 0.15 0.3 0.6
Miles

WILLIAMSON COUNTY
1848

HDR

[redacted]

CR 101
PROJECT LIMITS

BING AERIAL PHOTOGPRAHPY
WILLIAMSON COUNTY, TX



- PROJECT AREA
- ONE-MILE SEARCH RADIUS
- PREVIOUSLY-RECORDED ARCHAEOLOGICAL SITE BOUNDARY
- PREVIOUSLY-SURVEYED AREA
- PREVIOUSLY-SURVEYED LINE

0 250 500 1,000
METERS
0 1,000 2,000 4,000
FEET

N

WILLIAMSON COUNTY
1848

HDR

Commissioners Court - Regular Session **31.**

Meeting Date: 06/07/2016

Discuss, consider and take appropriate action on the project budget for the North Campus project.

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the project budget for the North Campus project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 11:04 AM
Form Started By: Kelly Murphy		Started On: 06/02/2016 10:06 AM
Final Approval Date: 06/02/2016		

Commissioners Court - Regular Session **32.**

Meeting Date: 06/07/2016

Discuss, consider and take appropriate action on the project budget for the Sheriff's Office Training Center.

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the project budget for the Sheriff's Office Training Center.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 11:04 AM
Form Started By: Kelly Murphy		Started On: 06/02/2016 10:15 AM
Final Approval Date: 06/02/2016		

Commissioners Court - Regular Session **33.**

Meeting Date: 06/07/2016

Discuss, consider and take appropriate action on the project budget for the Georgetown Annex.

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the project budget for the Georgetown Annex.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 11:04 AM
Form Started By: Kelly Murphy		Started On: 06/02/2016 10:22 AM
Final Approval Date: 06/02/2016		

Commissioners Court - Regular Session **34.**

Meeting Date: 06/07/2016

Inner Loop Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract with Beverly Carlson Thompson for 0.954 AC on Inner Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thompson Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Charlie Crossfield (Originator)	Charlie Crossfield	06/02/2016 09:41 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:10 AM
Final Approval Date: 06/02/2016		

REAL ESTATE CONTRACT

State of Texas §
§
County of Williamson §

This Real Estate Contract ("Contract") is made by and between Williamson County, Texas (referred to in this Contract as "COUNTY"), a Texas political subdivision, and BEVERLY CARLSON THOMPSON (referred to in this Contract as "THOMPSON"), an individual, upon the terms and condition set forth in this Contract. THOMPSON and the COUNTY may be referred to as "Party" or "Parties" as the context may require.

ARTICLE I
PURCHASE AND SALE

1.01 By this Contract, COUNTY sells and agrees to convey to THOMPSON a tract of land situated in Williamson County, Texas, being more particularly described as follows:

> Being a 0.954 acre tract of land, located in the William Addison Survey, Abstract No. 21, Williamson County, Texas, said 0.954 acre tract of land being within the remaining portion of that called 103.913 acre tract recorded in volume 2332, 141, Official Public Records, Williamson County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), together with any improvements, situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE CONSIDERATION

Purchase Price

2.01 The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of COUNTY shall be the sum of SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND TWENTY THREE DOLLARS AND NO/100 ($72,723.00).

Payment of Purchase Price

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

ARTICLE III
PARTY'S OBLIGATIONS

Conditions to Party's Obligations

3.01 The obligations of the Parties hereunder to consummate the transaction 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 either Party at or prior to the closing).

3.02 The Parties 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 the Parties prior to or as of the closing unless waived.

ARTICLE IV
CLOSING

4.01 The closing shall occur no later than June 1, 2016 (which date is herein referred to as the "Closing Date"). Either Party may terminate this Contract and thereafter neither THOMPSON nor COUNTY shall have any continuing rights or obligations hereunder.

County's Obligations

4.02 At the closing COUNTY shall:

(a) Deliver to THOMPSON a duly executed and acknowledged Quitclaim Deed conveying good and indefeasible title in fee simple in the Property.

(b) Deliver to THOMPSON possession of the Property on the Closing Date.

THOMPSON's Obligations

4.03 At the closing, THOMPSON shall:

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

(b) Pay the Closing Costs as set forth in section 4.05, infra.

Prorations

4.04 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. All special taxes or assessments to the Closing Date shall be paid by the Parties for the real property conveyed by such Parties.

Closing Costs

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

Filing fees for deed for paid by COUNTY;
THOMPSON's attorney fees paid by THOMPSON; and
COUNTY's attorney fees, totaling $735.00, paid by THOMPSON.

ARTICLE V
REPRESENTATIONS

5.01 COUNTY represents and warrants to THOMPSON to the best of their knowledge, as of the Closing Date, as follows:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(b) COUNTY has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it;

(c) COUNTY is not aware of any material physical defects to the Property;

(d) COUNTY is not aware of any environmental hazards or conditions that affect the Property;

(e) COUNTY is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and

(f) COUNTY is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property.

ARTICLE VI
POST-CLOSING OBLIGATIONS

6.01 THOMPSON shall not cause the natural flow of water across the Property to be impeded. Any culverts installed under the Property must be of adequate size and design to prevent the impediment of the natural flow of water.

ARTICLE VII
BREACH

7.01 In the event COUNTY 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 THOMPSON's default, THOMPSON may enforce specific performance of this Contract.

ARTICLE VIII
MISCELLANEOUS

Survival of Covenants

8.01 Any of the representations, warranties, covenants, obligations, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall run with the land and shall survive the closing and shall not be merged therein.

Notice

8.02 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 THOMPSON or COUNTY, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.03 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

8.04 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

8.05 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

8.06 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

8.07 Time is of the essence in this Contract.

Gender

8.08 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

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

Compliance

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

Effective Date

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

Counterparts

8.12 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.

EXECUTED this the ____ day of _____, 2016.

COUNTY:
Williamson County, Texas

By: _____
Dan A. Gatts, County Judge

Date: _____

Attest:

_____
Nancy Rister, County Clerk

THOMPSON:

By: _____
Beverly Carlson Thompson

Date:_____

EXHIBIT A

QUICK INC.
LAND SURVEYING
Office Address: 3305 Shell Rd. Suite 100, Georgetown, Texas 78628
Mailing Address: 4500 Williams Dr. , Suite 212, Box 228, Georgetown, Texas 78633

FIELD NOTES FOR A 0.954 ACRE TRACT OF LAND:

BEING A 0.954 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, SAID 0.954 ACRE TRACT BEING WITHIN THE REMAINING PORTION OF THAT CALLED 103.913 ACRE TRACT RECORDED IN VOLUME 2332, 141, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.954 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” iron rod set in the northeast line of said 103.5913 acre tract, the southwest line of a called 82.8544 acre tract and bears S 21°30'04" E, a distance of 922.51 feet from a 1/2” iron rod located at the common corner of said tracts;

1. **Thence**, with the common line of said 103.5913 acre tract and said 82.8544 acre tract, **S 21°30'04" E**, a distance of **65.00 feet** to a 1/2” iron rod set for corner, said point bears N 21°30'04" W, a distance of 821.68 feet from a 1/2” iron rod found at the southwest corner of said 82.8544 acre tract;

Thence, across the remaining portion of said 103.5913 acre tract the following three (3) courses and distances:

2. **S 68°30'06" W**, a distance of **336.80 feet** to a 1/2” iron rod set at the beginning of a curve to the right containing a radius of 332.50 feet, a central angle of 22°57'16", a chord bearing S 79°58'44" W, a chord distance of 132.32 feet;

3. With said curve to the right a curve length of **133.21 feet** to a 1/2” iron rod set at the point of tangency;

4. **N 88°32'38" W**, a distance of **94.11 feet** to a 1/2” iron rod set at a cutback angle point of the herein described tract;

5. **S 46°27'22" W**, a distance of **70.71 feet** to a 1/2” iron rod set for the southwest corner of the herein described tract, said point bears S 01°27'22" W, a distance of 29.17’ from the southeast corner of a called 3.98 acre tract, said tract being designated as a 180 feet wide public right-of-way recorded in Volume 2682, Page 193, Official Public Records, Bell County, Texas;

6. **Thence, N 01°27'22" W**, at a distance of 29.17’ passing the southeast corner of said 3.98 acre tract, continuing a total distance of **165.00 feet** to a 1/2” iron rod set at the northwest corner of the herein described tract;

Thence, departing said 180’ public right-of-way and continuing across said 103.5913 acre tract the following four (4) courses and distances:

7. **S 43°32'38" E**, a distance of **70.71 feet** to a 1/2” iron rod set for a cutback angle of the herein described tract;

8. **S 88°32'38" E**, a distance of **94.11 feet** to a 1/2” iron rod set at the beginning of a curve to the left containing a radius of 267.50 feet, a central angle of 22°57'16", a chord bearing N 79°58'44" E, a chord distance of 106.45 feet;

9. With said curve to the left a curve length of **107.17 feet** to a 1/2” iron rod set at the point of tangency;

10. **N 68°30'06" E**, a distance of **336.80 feet** to the **POINT OF BEGINNING** containing 0.954 acres of land.



Travis L. Quicksall Date: 04/22/2016
RPLS #6447
Job #16-2007.1

Commissioners Court - Regular Session **35.**

Meeting Date: 06/07/2016

CR 110 Middle- 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 Creek Bend Land Holdings, LLC for ROW needed on CR 110 Middle. (PARCEL 11M-E)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Creek Bend Holdings Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:11 AM
Final Approval Date: 06/02/2016		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 11M-E

THIS REAL ESTATE CONTRACT ("Contract") is made by CREEK BEND LAND HOLDINGS, LLC (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:

> Drainage Easement interest in and across all of that certain 0.043 acre (1,885 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11M-E**)

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 interest described in Exhibit "A", any compensation for any damage to the remaining property of Seller as a result of this conveyance, shall be the sum of THREE THOUSAND EIGHT HUNDRED TWENTY and 00/100 Dollars ($3,820.00).

Payment of Purchase Price

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

Additional Agreements and Special Provisions

2.03. As additional compensation and as an agreement which shall survive the Closing of this transaction, Purchaser agrees that it shall (i) construct and maintain temporary fencing along the boundary of the proposed Drainage Easement (as shown on Exhibit "B" attached hereto) area at all times during construction within the Property when the boundary fence on the existing right of way line between Seller's property is removed, in order to keep livestock contained within the property of Seller; and (ii) prior to the removal of such temporary fencing Purchaser, its contractors or agents, shall reinstall or replace any boundary line fencing which is removed as part of the proposed CR 110M construction project. Any replacement fencing shall be of a type, material, and specification which will match the existing fencing of Seller as closely as is reasonably possible.

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 Independence Title Company on or before June 15, 2016, 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 Drainage Easement conveying such property interest to Williamson County, Texas in and across 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 Drainage Easement shall be in the form as shown in Exhibit "C" 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:

CREEK BEND HOLDINGS, LLC

By: _____

Printed Name: STUART D. CAFFEY

Its: President, Creek Bend Land Holdings, LLC

Date: 5/26/16

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 : 11M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 11M-E

DESCRIPTION OF A 0.043 ACRE (1,885 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT CALLED 64.508 ACRE TRACT OF LAND CONVEYED TO CREEK BEND LAND HOLDINGS, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009047398 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.043 ACRE (1,885 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 110 (variable width ROW), (Grid Coordinates determined as N=10183434.20, E=3153253.11 TxSPC Zone 4203) being 71.84 feet right of proposed C.R. 110 Baseline Station 255+88.49 for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod found, being the southwesterly corner of said 64.508 acre tract and an angle point in the westerly boundary line of the remainder of that called 190.50 acre tract of land conveyed to Stephen Lee Pritchard Family Trust and Nancy Kay Pritchard Ohlendorf Family Trust by instrument recorded in Volume 1980, Page 972 of the Official Records of Williamson County, Texas, bears S 21°41'02" E at a distance of 130.17 feet;

1) **THENCE**, with said existing easterly ROW line, **N 21°41'02" W** for a distance of **94.24** feet to a calculated point, for the northwesterly corner of the herein described tract;

THENCE, departing said existing easterly ROW line, through the interior of said 64.508 acre tract, the following three (3) courses:

2) **N 68°32'08" E** for a distance of **20.00** feet to a calculated point, for the northeasterly corner of the herein described tract;

3) **S 21°41'02" E** for a distance of **94.24** feet to a calculated point, for the southeasterly corner of the herein described tract;

4) **S 68°32'08" W** for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.043 acres (1,885 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

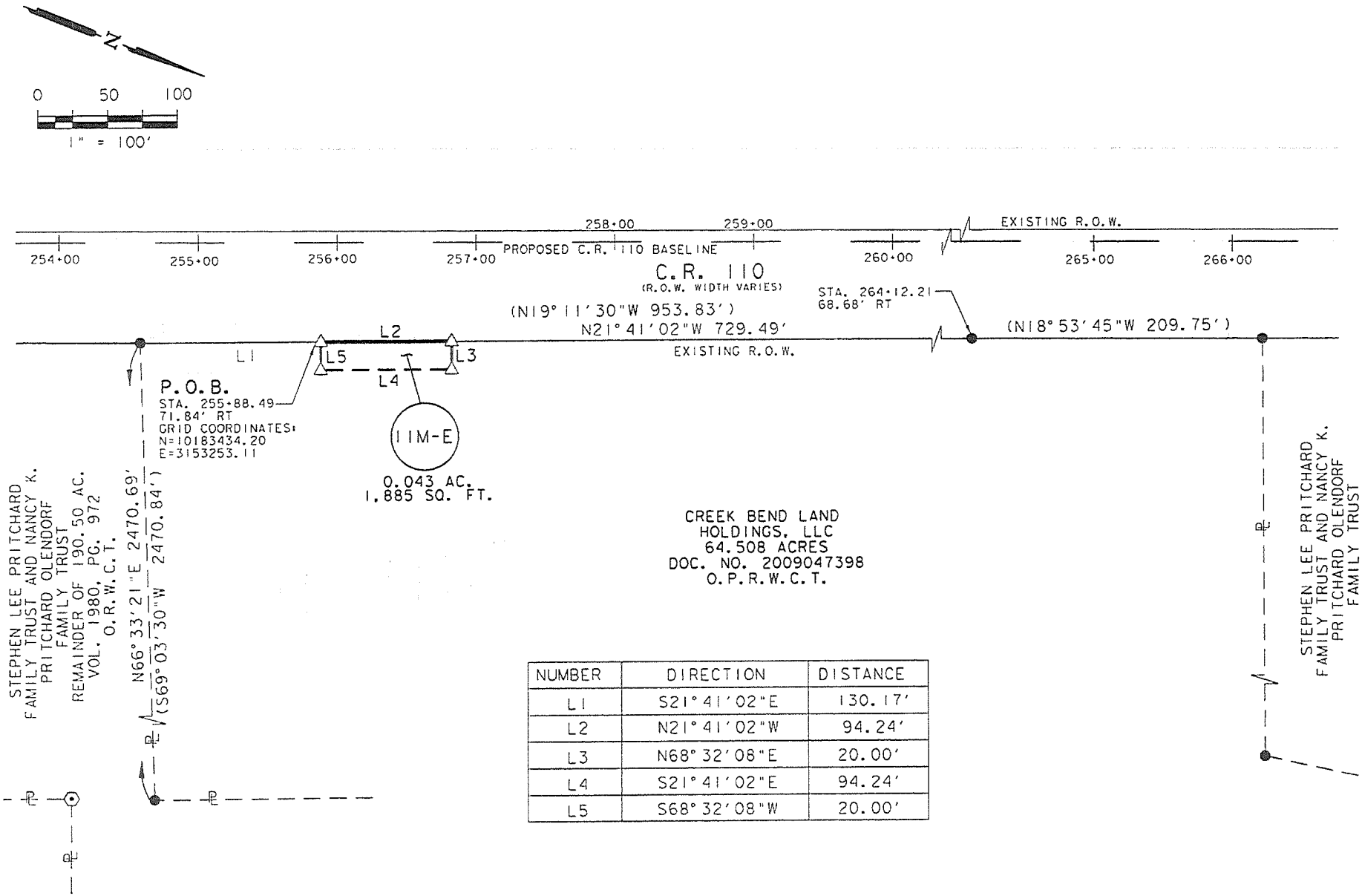
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDEDFOR ANY PURPOSE.
FOR REFERENCE ONLY.

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	S21°41'02"E	130.17'
L2	N21°41'02"W	94.24'
L3	N68°32'08"E	20.00'
L4	S21°41'02"E	94.24'
L5	S68°32'08"W	20.00'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CREEK BEND LAND HOLDINGS, LLC

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL IIM-E

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✲	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⟋⟍	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE. FOR REFERENCE ONLY.

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

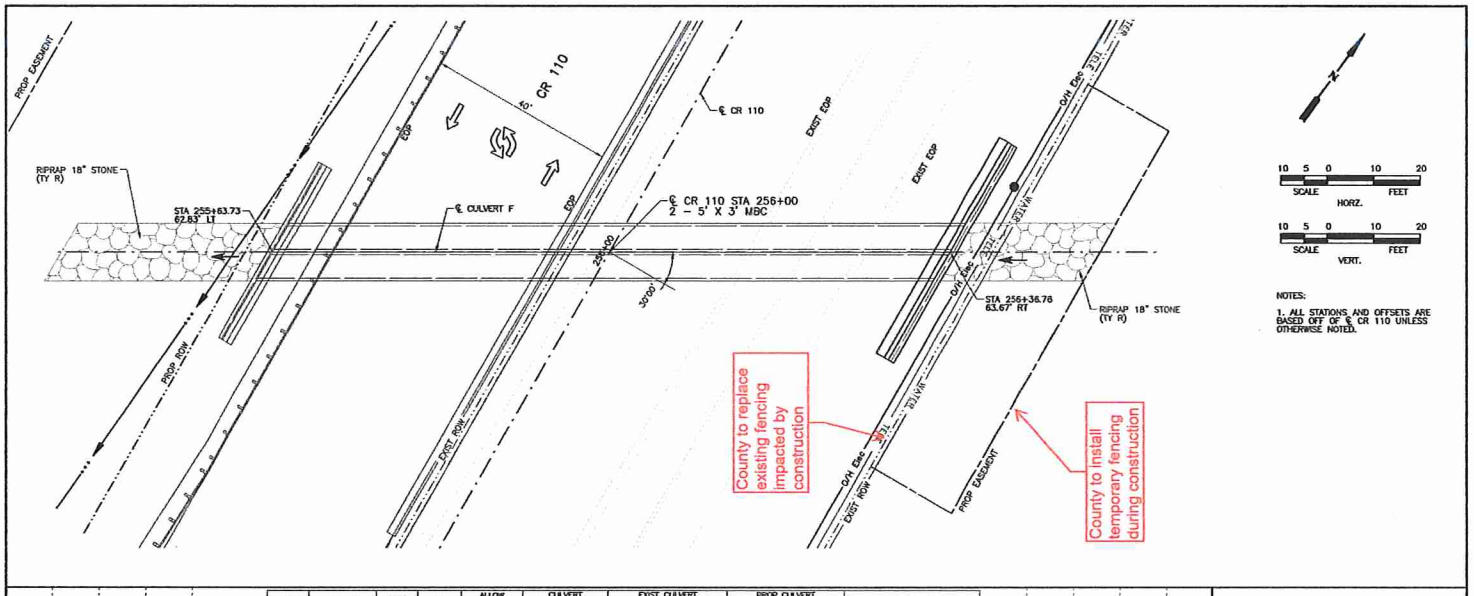
PARCEL PLAT SHOWING PROPERTY OF

CREEK BEND LAND HOLDINGS, LLC

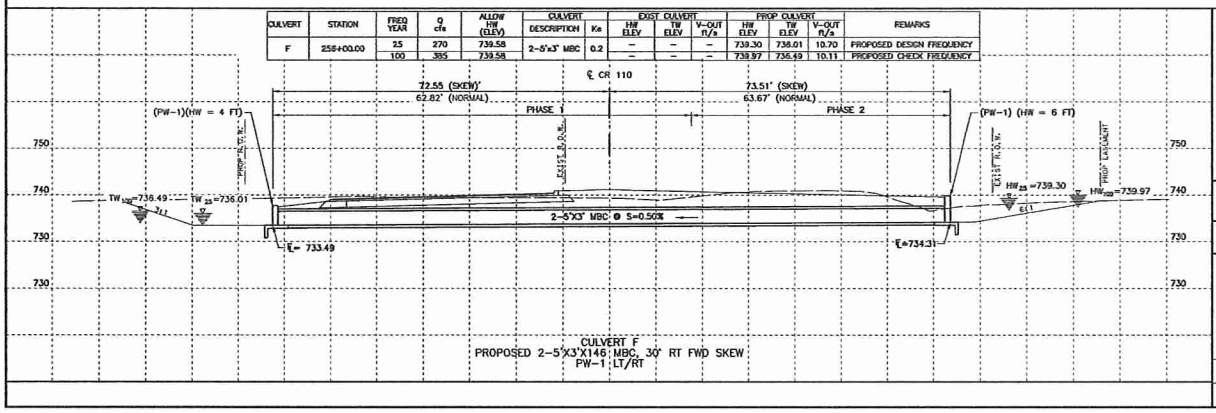
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 11M-E

EXHIBIT "B"



CULVERT	STATION	FREQ YEAR	Q cfs	ALLOW HW (ELEV)	CULVERT DESCRIPTION	Ke	EXIST CULVERT HW ELEV	EXIST CULVERT TW ELEV	EXIST CULVERT V-OUT ft/s	PROP CULVERT HW ELEV	PROP CULVERT TW ELEV	PROP CULVERT V-OUT ft/s	REMARKS
F	255+00.00	25	270	739.58	2-5'x3' MBC	0.2	–	–	–	739.30	736.01	10.70	PROPOSED DESIGN FREQUENCY
		100	385	739.58			–	–	–	739.97	736.49	10.11	PROPOSED CHECK FREQUENCY



CULVERT F
PROPOSED 2-5'X3'X146' MBC, 30° RT FWD SKEW
PW-1 : LT/RT

PRELIMINARY
FOR REVIEW ONLY
Not for construction, bidding, or permit purposes.
CP&Y
TBPE REG. # F-1741
Engineer MATTHEW R. JASSO
P.E. No. 105033 Date 11/18/2015

CP&Y, INC.
13809 RESEARCH BLVD., STE. 300
AUSTIN, TX 78750
TBPE FIRM REGISTRATION NO. F-1741

© 2015 WILLIAMSON COUNTY

CR 110 (MIDDLE SECTION)

CULVERT F LAYOUT
STA 256+00.00

SHEET 4 OF 5

DES: MRJ	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: EMB		93

EXHIBIT "C"

DRAINAGE EASEMENT
County Road 110

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That CREEK BEND HOLDINGS, LLC, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual drainage easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 0.043 acre tract of land situated in the Henry Millard Survey, Abstract No. 452 in Williamson County, Texas; said tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 11M-E)**.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 26 day of MAY, 2016.

GRANTOR:

Creek Bend Holdings, LLC

By: _____

Printed Name: STUART D. CAFFEY

Its: President, Creek Bend Land Holdings, LLC

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 26 day of May, 2016 by Susan Coffey, in the capacity and for the purposes and consideration recited therein.

Deborah Stearns Murphy
Notary Public, State of Texas

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
My Commission Expires
October 26, 2017

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 **36.**

Meeting Date: 06/07/2016

CR 258 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 Michael and Cheryl McAllister for ROW needed on CR 258. (PARCEL 11)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

McAllister Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:13 AM
Final Approval Date: 06/02/2016		

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by MICHAEL EDWARD MCALLISTER and CHERYL ANNETTE MCALLISTER (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 0.100 acre (4,369 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**)

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 or owned by the Carrington Ranch Property Owners Association, 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, any improvements thereon (excluding the three rail vinyl fence owned by the Carrington Ranch Property Owners Association), and any damage or cost of cure for the remaining Property of Seller shall be the sum of SIXTY NINE THOUSAND NINE HUNDRED and 00/100 Dollars ($69,900.00).

Payment of Purchase Price

2.02. The Purchase Price 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 June 24th, 2016, 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.

Limited Right of Possession Pending Closing

8.12 Upon Purchaser's delivery of the full Purchase Price funding for the Closing of the Contract to the designated title company's escrow account, and having satisfied all of its obligations and prerequisites under the Contract, Purchaser, its contractor's and agents, shall be allowed entry to and possession of the Property for the sole purpose of any required utility relocation or reconstruction activities in connection with the Purchaser's proposed CR 258 roadway construction project. To the extent allowed by law, Purchaser will indemnify, defend and hold Seller harmless against any and all claims for personal injury of third parties and damages to the Property of third parties that are caused by the Purchaser's use of the Property, provided Seller promptly notifies the Purchaser of any such claim and provides the Purchaser with the opportunity to defend against such claims. The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the Property by Seller or pursuant to settlements that have not been approved in advance by the Purchaser. The Purchaser will and shall be responsible for the safety of all their employees, contractors, consultants, invitees, and agents who enter onto the Property at the direction of the Purchaser. Purchaser shall require any contractors operating on the Property to maintain commercial liability insurance at all times prior to Closing in the minimum amounts required by any Williamson County design or construction manual and policy requirements. Said access shall be from the Right of Way of County Road 258. Nothing herein grants a right of access from the remainder of parcel 11.

8.13 Save and Except the Seller does not relinquish or waive any rights to seek damages and/or other recourse against Purchaser should the use of the Property by Purchaser, its contractor's and agents during any installation or construction activity directly cause damage to Seller's remainder property;

SELLER:

Michael Edward McAllister

Address: 61 Possum Trot
Liberty Hill, Tx 78642

Date: 5/25/2016

Cheryl Annette McAllister

Address: "
"

Date: 5/25/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.100 ACRE RIGHT-OF-WAY PARCEL NO. 11
MICHAEL EDWARD MCALLISTER AND CHERYL ANNETTE MCALLISTER
LOT 36 OF CARRINGTON RANCH PHASE ONE
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.100 ACRES (APPROXIMATELY 4,369 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 36, THE CARRINGTON RANCH PHASE ONE, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 354-357 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO MICHAEL EDWARD MCALLISTER AND CHERYL ANNETTE MCALLISTER IN A GENERAL WARRANTY DEED DATED APRIL 22, 2014 AND RECORDED IN DOCUMENT NO. 2014029136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.100 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the existing north right-of-way line of County Road 258 (right-of-way width varies) at the southwest corner of Lot 39 of The Carrington Ranch, Phase One, same being the southeast corner of Lot 2, Feduccia Subdivision, a subdivision of record in Document No. 2008014770 of the Official Public Records of Williamson County, Texas, also recorded under Cabinet EE, Slides 179-180 of the Plat Records of Williamson County, Texas, from which a 1/2" iron rod found bears South 21°07'21" East, a distance of 20.02 feet, also from said calculated point, a 1/2" iron rod with "Harris Grant" cap found in the existing north right-of-way line of County Road 258 at the southwest corner of Lot 3 of said Feduccia Subdivision, bears South 68°51'48" West, a distance of 59.56 feet, and also from said calculated point a 1/2" iron rod found at the northwest corner of Lot 40 of The Carrington Ranch, Phase One bears North 21°07'21" West, a distance of 573.19 feet;

THENCE North 69°15'51" East, with the existing north right-of-way line of County Road 258, being the south lines of Lots 39, 38 and 37 of The Carrington Ranch Phase One, a distance of 629.77 feet to a calculated point at the southeast corner of said Lot 37, for the southwest corner of said Lot 36, the **POINT OF BEGINNING** and the southwest

corner of the herein described tract of land;

THENCE North 20°40'10" West, with the west line of said Lot 37, being the east line of said Lot 38, a distance of 22.09 feet to a 1/2" iron rod with "Walker 5283" cap set in the proposed north right-of-way line of County Road 258 for the northwest corner of the herein described tract of land, from which a 1/2" iron rod found in the south right-of-way line of Possum Trot (50' right-of-way width) shown on The Carrington Ranch Phase One, at a common corner of said Lots 36 and 37, bears North 20°40'10" West, a distance of 217.44 feet;

THENCE North 69°23'54" East, crossing said Lot 37 with the proposed north right-of-way line of County Road 258, a distance of 199.94 feet to a 1/2" iron rod with "Walker 5283" cap set in the east line of said Lot 36, being the west line of said Lot 35 for the northeast corner of the herein described tract of land, from which a 1/2" iron rod found in the south right-of-way line of Possum Trot at a common corner of said Lots 36 and 35, bears North 20°39'13" West, a distance of 217.91 feet;

THENCE South 20°39'13" East, with the east line of said Lot 36, being the west line of said Lot 35, a distance of 21.62 feet to a 5/8" iron rod found for the southeast corner of said Lot 36, being the southwest corner of said Lot 35, for the southeast corner of the herein described tract of land;

THENCE South 69°15'51" West, with the north right-of-way line of County Road 258, being the south line of Lot 36, a distance of 199.93 feet to the to the **POINT OF BEGINNING**, containing 0.100 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 11.

11.26.14

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.100 ACRES (APPROXIMATELY 4,369 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 36, THE CARRINGTON RANCH PHASE ONE, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 354-357 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO MICHAEL EDWARD MCALLISTER AND CHERYL ANNETTE MCALLISTER IN A GENERAL WARRANTY DEED DATED APRIL 22, 2014 AND RECORDED IN DOCUMENT NO. 2014029136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND	
○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
$●_{HG}$	1/2" IRON ROD WITH "HARRIS GRANT" CAP FOUND
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°40'10"W	22.09'
L2	N69°23'54"E	199.94'
L3	S20°39'13"E	21.62'
L4	S69°15'51"W	199.93'
	(S71°08'09"W)	(200.00')
L5	S68°51'48"W	59.56'
	(S70°12'58"W)	(60.00')
L6	N68°51'48"E	29.78'
	(N70°12'58"E)	(30.00')
L7	N68°51'48"E	29.78'
	(N70°12'58"E)	(30.00')
L8	N69°15'51"E	66.68'
	(N71°08'09"E)	(66.56')
L9	S21°07'21"E	20.02'
	(S19°50'44"E)	(20.00')

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999860020
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

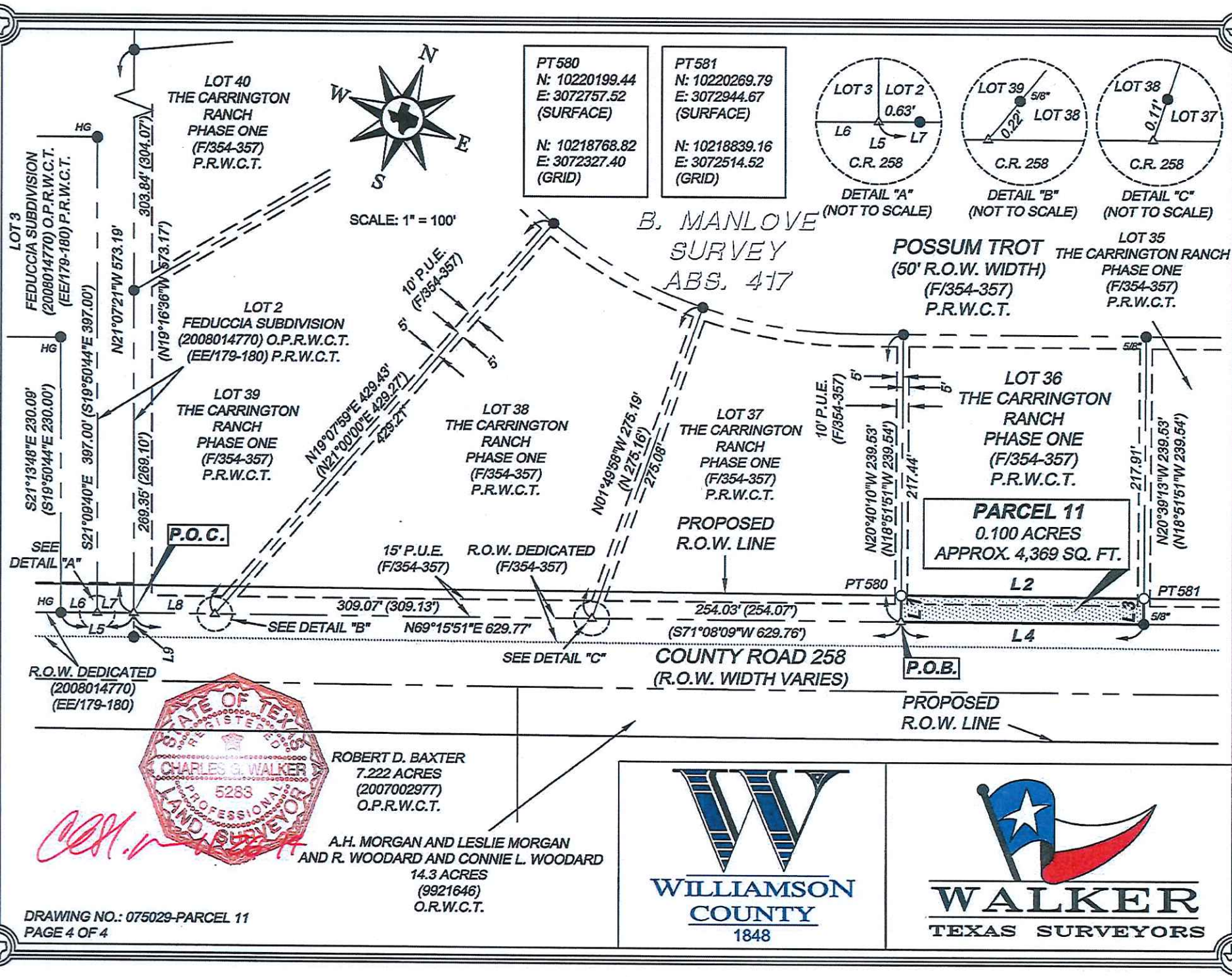
DATE OF SURVEY: 11/26/14
DRAWING NO.: 075029-PARCEL 11
PROJECT NO.: 075029
DRAWN BY: CWW

STATE OF TEXAS
REGISTERED
CHARLES W. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

11.26.14

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS



DRAWING NO.: 075029-PARCEL 11
PAGE 4 OF 4

EXHIBIT "B"

Parcel 11

DEED
County Road 258 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 MICHAEL EDWARD MCALLISTER and CHERYL ANNETTE MCALLISTER, 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 0.100 acre (approximately 4,369 Sq. Ft.) in the B. Manlove Survey, Abstract No. 417, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**)

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 258, 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 25th day of May, 2016.

[signature pages follow]

GRANTOR:

Michael Edward McAllister

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 25th day of May, 2016 by Michael Edward McAllister, in the capacity and for the purposes and consideration recited therein.

Regina Prado
Notary Public, State of Texas

REGINA PRADO
My Notary ID # 10092213
Expires February 26, 2019

GRANTOR:

Cheryl Annette McAllister

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 25th day of May, 2016 by Cheryl Annette McAllister, in the capacity and for the purposes and consideration recited therein.

REGINA PRADO
My Notary ID # 10092213
Expires February 26, 2019

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 **37.**

Meeting Date: 06/07/2016

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 Dwain and Kathleen Smith and Morris Burk for ROW needed on CR 110 South. (PARCEL 28S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:15 AM
Final Approval Date: 06/02/2016		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 28S

THIS REAL ESTATE CONTRACT ("Contract") is made by DWAIN C. SMITH AND KATHLEEN S. SMITH and MORRIS BURK (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 0.359 acre (15,643 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, and the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 28S**)

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 FIFTY FOUR THOUSAND SEVEN HUNDRED FIFTY ONE and 00/100 Dollars ($54,751.00).

2.02. As Additional Compensation for any improvements on the Property, and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of ONE THOUSAND FIVE HUNDRED and 00/100 Dollars ($1,500.00).

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 June 15, 2016, 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 pages follow]

SELLER:

Dwain C. Smith

Address: 124 Layton Way
Georgetown, Tx. 78633

Date: 5/19/16

SELLER:

Kathleen S. Smith

Address: 124 Layton Way
Georgetown, TX 78633

Date: 5-19-16

SELLER:

Morris Burk

Address: 1405 DANA Court
Round Rock, Texas 78664

Date: May 13, 2016

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.: 28S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 28S

DESCRIPTION OF A 0.359 ACRE (15,643 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS AND THE W. DONAHO, JR. SURVEY, ABSTRACT 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.994 ACRE TRACT OF LAND AS DECRIBED IN A DEED TO DWAIN C. SMITH, ET. AL. AND RECORDED IN DOCUMENT NO. 2004063749 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.359 ACRE (15,643 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 1,071.72 feet right of Engineer's Centerline Station (E.C.S.) 187+90.84, said point being the northeast corner of said 3.994 acre tract, same being the southeast corner of a called 4.998 acre tract of land, as described in a deed to Kevin J. and Susan Langston and recorded in Volume 2422, Page 937 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

THENCE S 68°28'13" W, with the common line of said 3.994 acre tract and said 4.998 acre tract, a distance of 1,017.99 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 189+87.96, same being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N:10177324.68, E:3155610.20) of the parcel described herein;

1) **THENCE** S 32°41'42" E, over and across said 3.994 acre tract, with the proposed east right-of-way line of CR 110, a distance of 246.94 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 187+41.02, same being the north line of a called 5.777 acre tract of land as described in a deed to Deborah A. Mason and James A. Mason and recorded in Document No. 2005039327, O.P.R.W.C.TX.;

2) **THENCE** S 63°21'55" W, with the common line of said 3.994 acre tract and said 5.777 acre tract, a distance of 63.32 feet to a 1/2-inch iron rod found 10.04 feet right of E.C.S. 187+47.71, same being the northwest corner of said 5.777 acre tract, same being the southwest corner said 4.998 acre tract, same being on the existing east right-of-way line of CR 110, a variable width right-of-way (no record information found);

3) **THENCE** N 32°32'20" W, with the existing east right-of-way line of said CR 110, same being the west line of said 3.994 acre tract, a distance of 252.55 feet to a 1/2-inch iron rod found 10.73 feet right of E.C.S. 190+00.26, said point being the northwest corner of said 3.994 acre tract, same being the southwest corner of said 4.998 acre tract;

4) **THENCE** N 68°28'13" E, with the common line of said 3.994 acre tract and said 3.994 acre tract, a distance of 63.48 feet to the **POINT OF BEGINNING**, and containing 0.359 acre (15,643 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. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 20th day of October, 2015.

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

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
P.U.E.	PUBLIC UTILITY EASEMENT
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)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S63°21'55"W	63.32'
L2	N68°28'13"E	63.48'

50 0 25 50

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

W. DONAHO, JR. SURVEY, ABSTRACT 173

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

ENGINEER'S CENTERLINE N 32°41'42"W 1,931.15'

190+00.00

EXISTING ROW LINE

187+47.71
10.04'RT

N32°32'20"W 252.55'
(N32°31'45"W 252.52')

190+00.26
10.73'RT

APPROXIMATE LOCATION OF SURVEY LINE

L1

28S

P.O.B.
189+87.96
73.00'RT
GRID COORDINATE
N: 10177324.68
E: 3155610.20

L2

187+41.02
73.00'RT

PROPOSED ROW LINE

S32°41'42"E 246.94'

DEBORAH A. MASON AND
JAMES A. MASON
CALLED 5.777 ACRES
DOC. NO. 2005039327
O.P.R.W.C.TX.

(S63°21'46"W)
(1,032.97')

DWAIN C. SMITH, ET. AL.
CALLED 3.994 ACRES
DOC. NO. 2004063749
O.P.R.W.C.TX.

1,017.99'
S68°28'13"W
(N68°27'38"E)
(1,081.37')

R. MCNUTT SURVEY, ABSTRACT 422

KEVIN J. AND SUSAN LANGSTON
CALLED 4.998 ACRES
VOL. 2422, PG. 937
D.R.W.C.TX.

P.O.C.
187+90.84
1,071.72'RT

STATE OF TEXAS
REGISTERED
WILLIAM REED HERRING
6355
PROFESSIONAL
LAND SURVEYOR

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. PROJECT UNITS ARE IN U.S. SURVEY FEET.
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. IN FEBRUARY, 2015.

* 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.

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

10/20/2015
DATE

TIME: 9:24:31 AM
DATE: 12/9/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 28S.dgn

REF. FIELD NOTE NO. 18032

EXISTING	3.994 AC.	ACQUIRE	0.359 AC.	REMAINING	3.635 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
DWAIN C. SMITH, ET. AL.
PARCEL 28S
0.359 AC. (15,643 SQ. FT.)

EXHIBIT "B"

Parcels 28S

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 DWAIN C. SMITH AND KATHLEEN S. SMITH and MORRIS BURK, 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 0.359 acre (15,643 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, and the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 28S**)

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 13th day of May, 2016.

[signature pages follow]

GRANTOR:

Kathleen S. Smith
Kathleen S. Smith

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 19 day of May, 2016 by Kathleen S. Smith, in the capacity and for the purposes and consideration recited therein.

Candace Hampton
Notary Public, State of Texas

CANDACE HAMPTON
Notary Public, State of Texas
My Commission Expires
July 08, 2018

GRANTOR:

Dwain C. Smith

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 19 day of May, 2016 by Dwain C. Smith, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

CANDACE HAMPTON
Notary Public, State of Texas
My Commission Expires
July 08, 2018

GRANTOR:

Morris Burk

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 13th day of May, 2016 by Morris Burk, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

SUSAN AVETTE TRESSLER
OFFICIAL NOTARY PUBLIC
COMMISSION EXPIRES
02-02-2019

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 **38.**

Meeting Date: 06/07/2016

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 Deborah and James Mason for ROW needed on CR 110 South. (PARCEL 27S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mason Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:16 AM
Final Approval Date: 06/02/2016		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 27S

THIS REAL ESTATE CONTRACT ("Contract") is made by DEBORAH A. MASON and JAMES A. MASON (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 0.370 acre (approximately 16,094 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, and the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27S**)

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 FIFTY SIX THOUSAND THREE HUNDRED TWENTY NINE and 00/100 Dollars ($56,329.00).

2.02. As Additional Compensation for any improvements on the Property, and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of ONE THOUSAND and 00/100 Dollars ($1,000.00).

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 June 15, 2016, 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 pages follow]

SELLER:

Deborah A. Mason

Deborah A. Mason

Address: 7471 County Road 110
Round Rock, TX 78665

Date: 5/16/16

SELLER:

James A. Mason

Address: 7471 CR 110
Round Rock TX
78665

Date: 5/16/16

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.: 27S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 27S

DESCRIPTION OF A 0.370 ACRE (16,094 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS AND THE W. DONAHO, JR. SURVEY, ABSTRACT 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.777 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DEBORAH A. MASON AND JAMES A. MASON AND RECORDED IN DOCUMENT NUMBER 2005039327 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.370 ACRE (16,094 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 902.19 feet right of Engineer's Centerline Station (E.C.S.) 177+39.08, said point being the southeast corner of a called 15.0 acre tract of land as described in a deed to Mustang Boat and RV Storage, LLC and recorded in Document No. 2009083770, O.P.R.W.C.TX., same being on the north line of a called 2.606 acre tract of land, as described in a deed to Jack R. Swenson and recorded in Volume 1267, Page 841 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

THENCE S 87°34'40" W, with the common line of said 15.0 acre tract and said 2.606 acre tract, a distance of 937.68 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 180+80.07, same being on the proposed east right-of-way line of County Road (CR) 110;

THENCE N 32°41'42" W, over and across said 15.0 acre tract, with the proposed east right-of-way line of CR 110, a distance of 406.65 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 184+86.77, for the **POINT OF BEGINNING** (Grid = N: 10176902.95, E: 3155880.89) of the parcel described herein, said point being on the south line of said 5.777 acre tract, same being the north line of said 15.0 acre tract;

1) **THENCE** S 64°45'04" W, with the common line of said 15.0 acre tract and said 5.777 acre tract, a distance of 64.57 feet to a 1/2-inch iron rod found 8.97 feet right of E.C.S. 184+95.14, said point being on the existing east right-of-way line of CR 110 (variable width right-of-way), no record information found, same being the west line of said 5.777 acre tract;

2) **THENCE** N 32°27'13" W, with the existing east right-of-way line of said CR 110, same being the west line of said 5.777 acre tract, a distance of 252.57 feet to a 1/2-inch iron rod found 10.04 feet right of E.C.S. 187+41.02, same being the northwest corner of said 5.777 acre tract, same being the southwest corner of a called 4.998 acre tract of land as described in a deed to Dwain C. Smith, et. al. and recorded in Document No. 2004063749 of the O.P.R.W.C.TX.;

3) **THENCE** N 63°21'55" E, with the common line of said 4.998 acre tract and said 5.777 acre tract, a distance of 63.32 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 187+41.02, said point being on the proposed east right-of-way line of CR 110;

4) **THENCE** S 32°41'42" E, over and across said 5.777 acre tract, with the proposed east right-of-way line of CR 110, a distance of 254.25 feet to the **POINT OF BEGINNING**, and containing 0.370 acre (16,094 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. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 20th day of October, 2015.

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

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
P.U.E.	PUBLIC UTILITY EASEMENT
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)

50 0 25 50

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

W. DONAHO, JR. SURVEY,
ABSTRACT 173

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

ENGINEER'S CENTERLINE N 32°41'42" W 1,931.15'

EXISTING ROW LINE

APPROXIMATE LOCATION OF SURVEY LINE

180+80.07
73.00' RT

N32° 41' 42"W 406.65' PROPOSED ROW LINE

MATCH LINE PAGE 4 OF 4

JACK R. SWENSON
CALLED 2.606 ACRES
VOL. 1267, PG. 841
D.R.W.C.TX.

S87° 34' 40"W 937.68'
(N90° W 986.14')

MUSTANG BOAT & RV STORAGE LLC
CALLED 15.0 ACRES
DOC. NO. 2009083770
O.P.R.W.C.TX.

R. MCNUTT SURVEY,
ABSTRACT 422

P.O.C.
177+39.08
902.19' RT

TIME:3:12:28 PM
DATE:12/8/2015
FILE:C:\Users\sbrashear\Desktop\CR 110\Parcel 27Sa.dgn

REF. FIELD NOTE NO. 18031

EXISTING	*5.771 AC.	ACQUIRE	0.370 AC.	REMAINING	5.401 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
UNKNOWN OWNER
PARCEL 27S
0.370 AC. (16,094 SQ. FT.)

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. PROJECT UNITS ARE IN U.S. SURVEY FEET.
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. IN FEBRUARY, 2015.

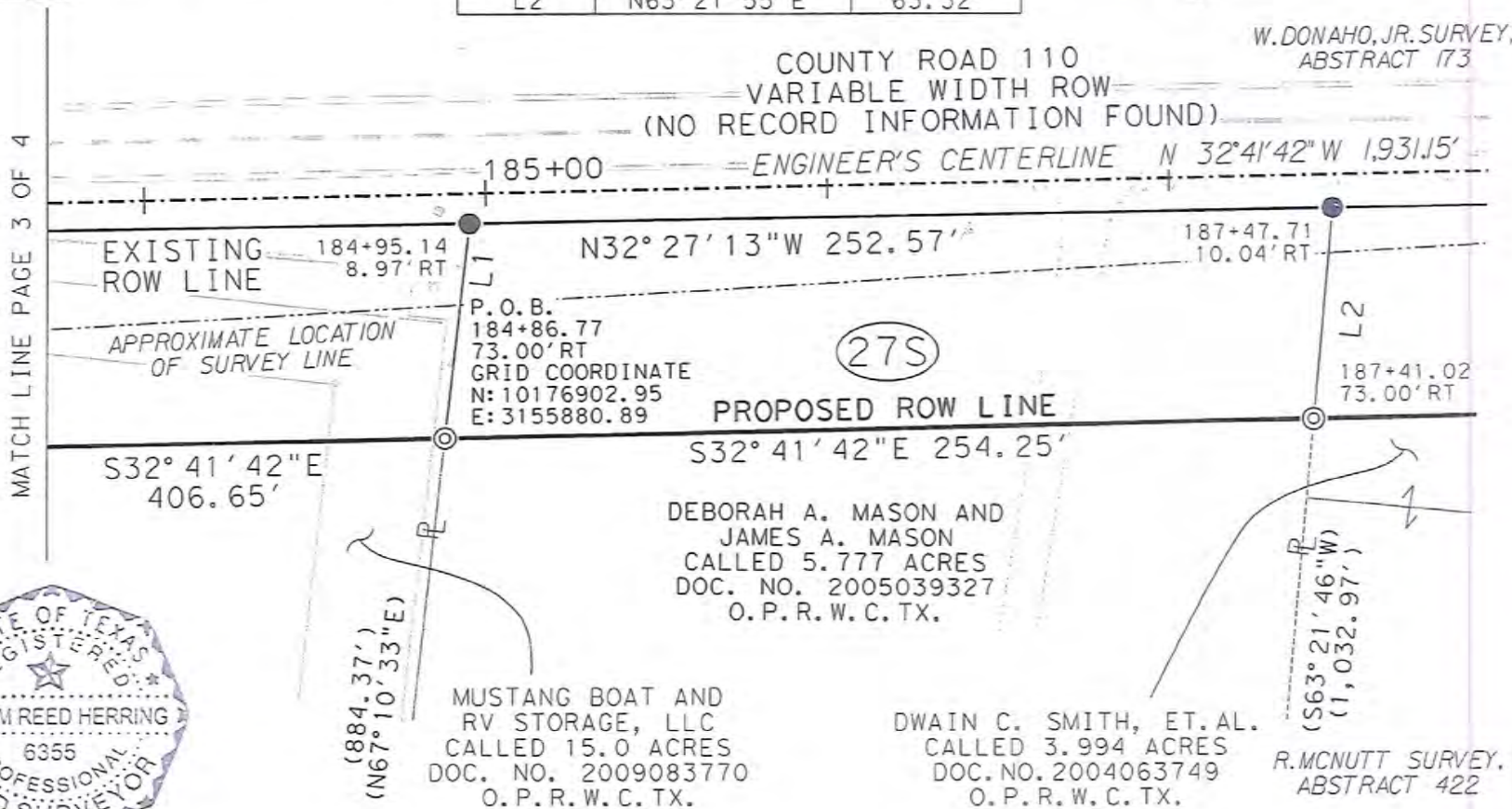
* AREA CALCULATED BY SAM, LLC.

50 0 25 50

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

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S64°45'04"W	64.57'
L2	N63°21'55"E	63.32'



STATE OF TEXAS
REGISTERED
WILLIAM REED HERRING
6355
PROFESSIONAL
LAND SURVEYOR

TIME: 3:13:43 PM
DATE: 12/8/2015
FILE: C:\Users\sbrashear\Desktop\CR 110\Parcel 27Sb.dgn

REF. FIELD NOTE NO. 18031

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.

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

10/20/2015
DATE

EXISTING	*5.771 AC.	ACQUIRE	0.370 AC.	REMAINING	5.401 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
UNKNOWN OWNER
PARCEL 27
0.370 AC. (16,094 SQ. FT.)

EXHIBIT "B"

Parcel 27S

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 DEBORAH A. MASON and JAMES A. MASON, 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 0.370 acre (approximately 16,094 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, and the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27S**)

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 _____, 2016.

[signature pages follow]

GRANTOR:

Deborah A. Mason

Deborah A. Mason

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 16 day of May, 2016 by Deborah A. Mason, in the capacity and for the purposes and consideration recited therein.

ANGELICA REYES HERNANDEZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-05-2016

Notary Public, ~~State~~ of Texas

GRANTOR:

James A. Mason

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 16 day of May, 2016 by James A. Mason, in the capacity and for the purposes and consideration recited therein.

ANGELICA REYES HERNANDEZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-05-2016

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 **39.**

Meeting Date: 06/07/2016

CR 111 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 Debra and Marc Briggs for ROW needed on CR 111. (PARCEL 17)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Briggs Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:18 AM
Final Approval Date: 06/02/2016		

THIS REAL ESTATE CONTRACT ("Contract") is made by DEBRA BRIGGS and MARC BRIGGS (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 0.013 acre (approximately 570 Sq. Ft.) tract of land in the C. Bell Survey, Abstract No. 112, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 17)**

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 Exhibits "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", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FIVE THOUSAND EIGHTY FOUR and 00/100 Dollars ($5,084.00).

Payment of Purchase Price

2.02. The Purchase Price 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 June 17, 2016, 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:

Debra Briggs

Address: 3634 CR 110
Georgetown, Tx 78626

Date: 5/23/16

Marc Briggs

Address: 3634 CR 110
Georgetown, TX 78626

Date: 5-23-16

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: 17
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 17

BEING 0.013 of an acre (570 Square Feet) of land, situated in the C. Bell Survey, Abstract No. 112, in Williamson County, Texas, said land being a portion of that certain tract of land, called 5.000 acres, as conveyed to Debra Briggs by deed recorded as Document No. 2001029503 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point on the south line of County Road No. 111 (Westinghouse Road) for the most northerly Northwest corner of the above-referenced 5.000 acre Briggs tract, being the Northeast corner of that certain tract of land, called 1.00 acre, as conveyed to Janet Sue Patterson by deed recorded as Document No. 2010055935 of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 111, being the north line of the said 5.000 Briggs tract, as follows; N 68°26'15" E, 11.01 feet to an iron pin found and N 73°16'45" E, 121.68 feet to an iron pin set for the most easterly corner hereof;

THENCE, S 69°31'00" W, 131.63 feet to an iron pin set on a westerly line of the said 5.000 acre Briggs tract, being an easterly line of the said 1.00 acre Patterson tract, for the Southwest corner hereof;

THENCE, N 26°20'00" W, 7.82 feet to the Place of **BEGINNING** and containing 0.013 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

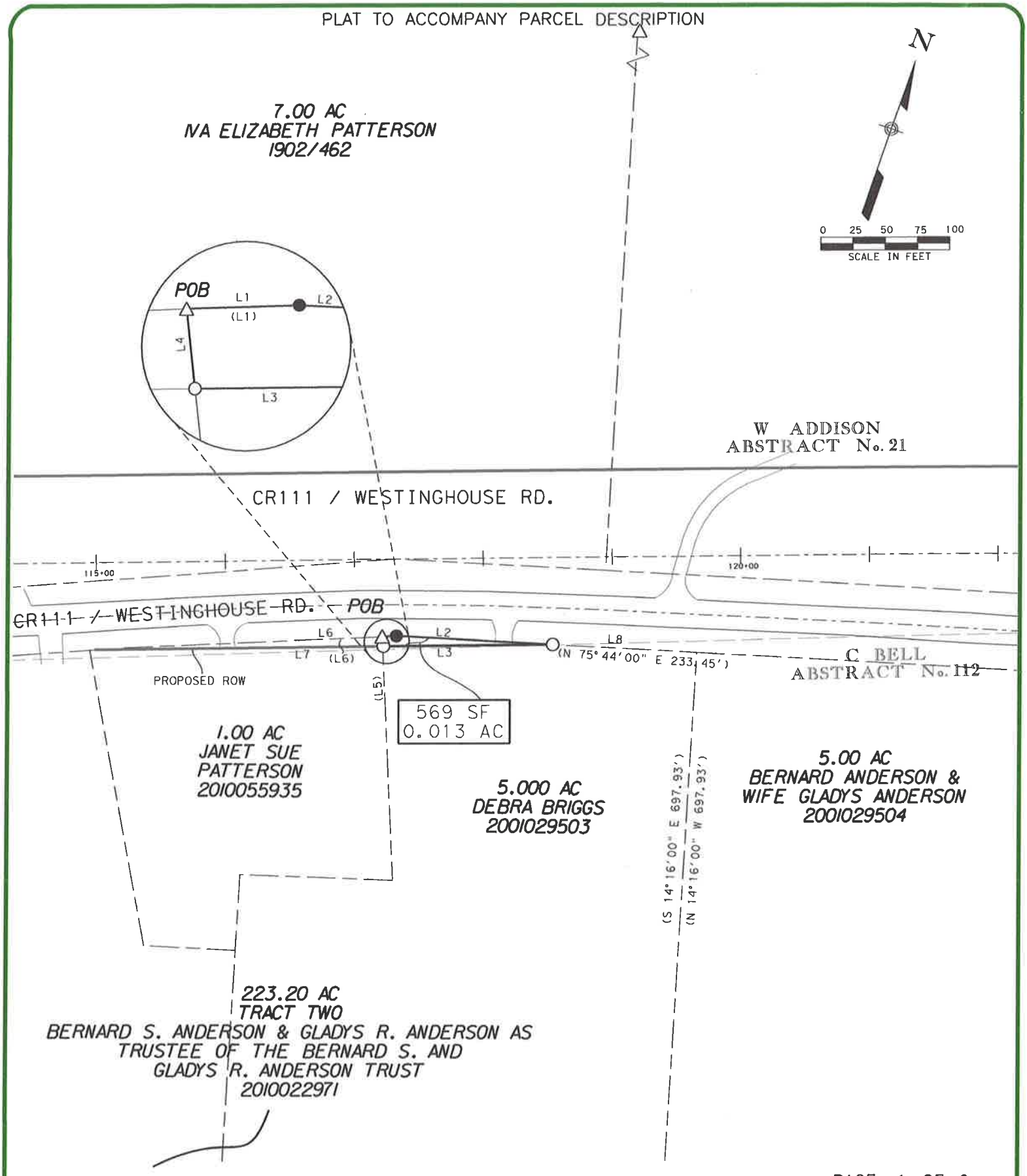
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the _____ day of _____, 2015, A.D.

_____ Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas

Project No. 22009-17

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 17.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

DEBRA BRIGGS

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	17	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —⁄\— LINE BREAK

CODE	BEARING	DISTANCE
L1	N 68°26'15" E	11.01'
(L1)	N 68°50'55" E	11.00'
L2	N 73°16'45" E	121.68'
L3	S 69°31'00" W	131.63'
L4	N 22°36'30" W	7.48'
(L5)	S 69°31'00" W	223.43'
L6	S 21°10'22" E	190.42'
(L6)	N 68°26'15" E	11.01'
L7	N 68°50'55" E	11.00'
L8	N 73°16'45" E	111.72'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

DEBRA BRIGGS

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	17	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "B"

Parcel 17

DEED

County Road 111/Westinghouse Road 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 DEBRA BRIGGS and MARC BRIGGS, 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 0.013 acre (approximately 570 Sq. Ft.) tract of land in the C. Bell Survey, Abstract No. 112, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**)

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 _____, 2016.

[signature page follows]

GRANTOR:

_____

Debra Briggs

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Debra Briggs, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____

Marc Briggs

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Marc Briggs, 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 **40.**

Meeting Date: 06/07/2016

CR 111 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 PDC Land and Cattle, LTD for ROW needed on CR 111. (PARCEL 2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PDC Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:19 AM
Final Approval Date: 06/02/2016		

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by PDC LAND AND CATTLE, LTD., a Texas limited partnership (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 0.365 acre (approximately 15,895 Sq. Ft.) tract of land in the J. S. Patterson Survey, Abstract No. 502, and the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2, Part 1**); and

All of that certain 0.100 acre (approximately 4,338 Sq. Ft.) tract of land in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 2, Part 2**); and

Drainage Easement interest in and across all of that certain 0.139 acre (approximately 6,049 Sq. Ft.) tract of land in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 2, Part 1DE**)

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 Exhibits "A & B" 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 Exhibits "A-C" and any damage to the remaining property of Seller shall be the sum of ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00).

2.02. As Additional Compensation for any improvements on the Property and for the replacement of fencing on the new right of way line, Purchaser shall pay the sum of FOUR THOUSAND THREE HUNDRED FORTY and 80/100 Dollars ($4,340.80).

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) With the exception of a lease to Mobile Mini, Inc. on other portions of Seller's property that are accessed by a drive off of CR111/Westinghouse Road that may cross the Property, 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 June 24, 2016, 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 Exhibits "A & B", and deliver a duly executed and acknowledged Drainage Easement conveying such interest in and across the Property described in Exhibit "C", 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 "D" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "E" 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.

SELLER:

PDC LAND AND CATTLE, LTD.,
a Texas limited partnership

By: GP PDC Land and Cattle, LLC,
a Texas limited liability company,
its general partner

By:_____
Larry Vineyard, Manager

Address:% John Avery, Jr
1508 South Lamar Boulevard
Austin, Texas 7870

Date: 5/24/16

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: 2 (Part 1)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 2 (Part 1)

BEING 0.365 of an acre (15,901 Square Feet) of land, situated in the J.S. Patterson Survey, Abstract No. 502 and the J. Robertson Survey, Abstract No. 545, in Williamson County, Texas, said land being a portion of that certain tract of land, called 34.82 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033370 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10189421.13, E=3139818.79 TxSPC Zone 4203) on the north line of County Road No. 111, (Westinghouse Road), marking the Southeast corner of the above-referenced 34.82 acre PDC Land and Cattle, Ltd., tract, being the Southwest corner of that certain tract of land, called 19.91 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033369 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, along the said north line of County Road No. 111, being the south line of the said 34.82 acre PDC Land and Cattle, Ltd., tract, S 69°44'30" W, 185.62 feet to a calculated point and S 70°25'00" W, 688.96 feet to a calculated point at the intersection of the said north line of County Road No. 111 and the east line of Farm to Market Highway No. 1460, for the Southeast corner of that certain tract of land, called 2.239 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2009031891 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the said east line of F.M. Highway No. 1460, being the east line of the said 2.329 acre Williamson County, Texas, tract, N 72°43'30" W, 4.52 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 11+42.85, from which an iron pin found in the east line of Farm to Market Road No. 1460 bears S 73°42'00" E, 80.13 feet, for the Northwest corner hereof;

THENCE, along a curve to the right, (Radius = 1,080.00 feet, Delta = 7°59'15", Long Chord bears N 64°51'30" E, 150.46 feet) an arc distance of 150.58 feet to an iron pin set 80.00 left of Engineers Centerline Station 12+80.56;

THENCE, N 68°51'15" E, 281.43 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 15+61.99 at the beginning of a curve to the right, (Radius = 2,080.00 feet, Delta = 5°19'45", Long Chord bears N 71°31'15" E, 193.42 feet);

THENCE, along the said curve for an arc distance of 193.49 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 17+48.04;

THENCE, N 74°11'00" E, 91.20 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 18+39.24 at the beginning of a curve to the left, (Radius = 1,920.00 feet, Delta = 4°51'30", Long Chord bears N 71°45'30" E, 162.76 feet);

THENCE, along the said curve for an arc distance of 162.81 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 20+08.84 on the east line of the said 34.82 acre PDC Land and Cattle, Ltd., tract, being the west line of the said 19.91 acre PDC Land and Cattle, Ltd., tract, for the Northeast corner hereof;

THENCE, S 19°32'15" E, 9.26 feet to the Place of **BEGINNING** and containing 0.365 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 26 day of April, 2016, A.D.



_____ Patrick J. Stevens

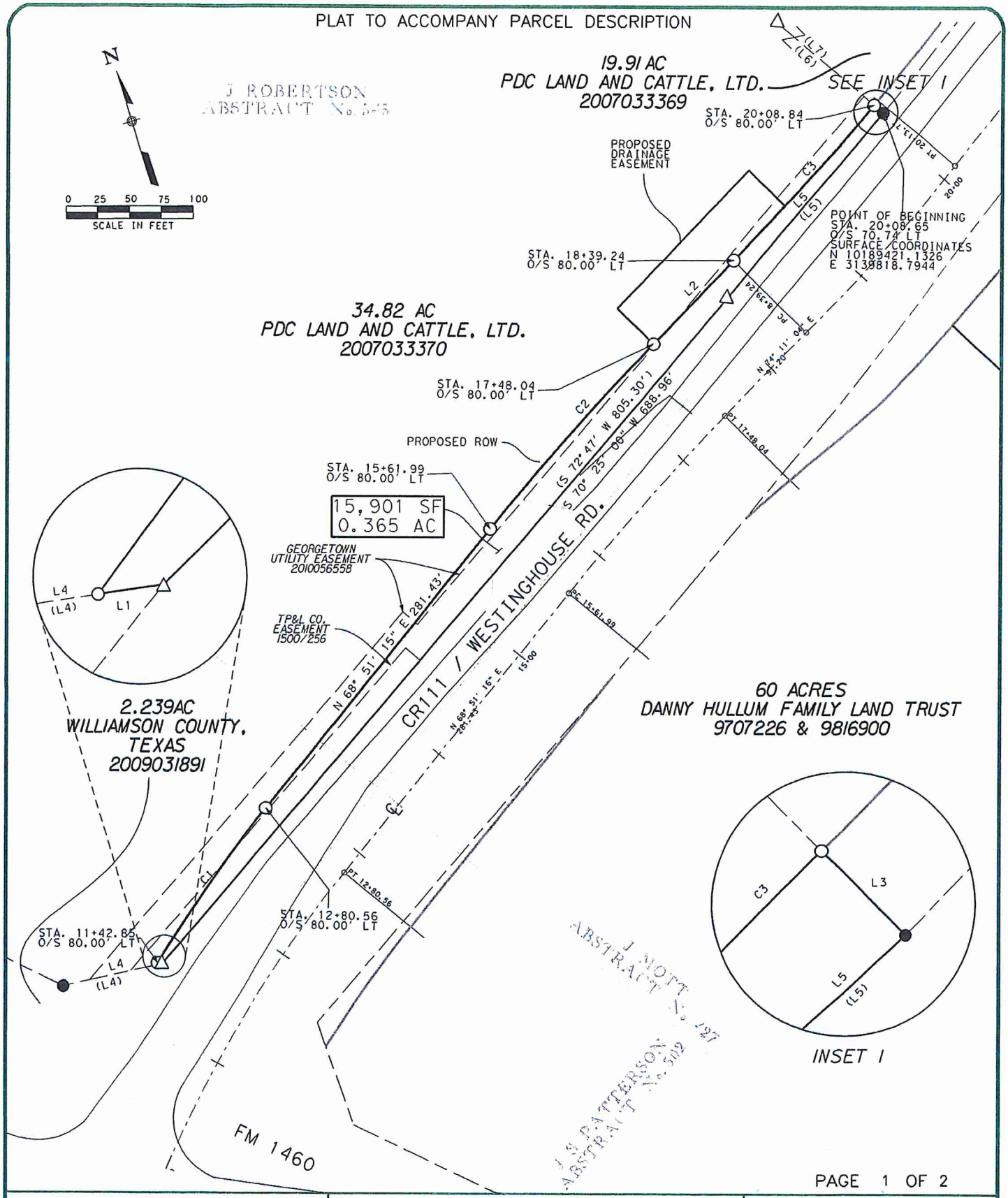
Registered Professional Land Surveyor, No. 5784

State of Texas

Project No. 22009-2

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 2 Part 1.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
PDC LAND AND CATTLE, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	2: PART 1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 72°43'30" W	4.52'
L2	N 74°11'00" E	91.20'
L3	S 19°32'15" E	9.26'
L4	S 73°42'00" E	80.13'
(L4)	S 72°27'12" E	80.13'
L5	S 69°44'30" W	185.62'
(L5)	S 71°56'45" W	185.71'
(L6)	S 17°03'45" E	855.54'
(L7)	N 17°16'20" W	855.54'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1080.00'	150.58'	N 64°51'30" E	150.46'	7°59'15"
C2	2080.00'	193.49'	N 71°31'15" E	193.42'	5°19'45"
C3	1920.00'	162.81'	N 71°45'30" E	162.76'	4°51'30"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 53

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

4-26-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
ADDRESS: 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO: 512.930.9412 | WEB: STEGERBIZZELL.COM
SERVICES: >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
PDC LAND & CATTLE, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	2, Part I	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT B

County: Williamson
Parcel: 2 (Part 2)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 2 (Part 2)

BEING 0.100 of an acre (4,338 Square Feet) of land, situated in the J. Robertson Survey, Abstract No. 545, in Williamson County, Texas, said land being a portion of that certain tract of land, called 19.91 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033369 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10189561.30, E=3140196.10) on the north line of County Road No. 111, (Westinghouse Road), marking the Southeast corner of the above-referenced 19.91 acre PDC Land and Cattle, Ltd., tract, being the Southwest corner of that certain tract of land, called 11.00 acres, as conveyed to Kimberly Napua Heflin Treaster & Valerie Lehua Heflin Kramer, by deed recorded as Document No. 2013114259 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½ inch iron rebar found bears N 21°11'30" W, 1,553.70 feet;

THENCE, along the said north line of County Road No. 111, S 69°37'15" W, 402.50 feet to an iron pin found marking the Southwest corner of the said 19.91 acre PDC Land and Cattle, Ltd., tract, being the Southeast corner of that certain tract of land, called 34.82 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033370 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the said 19.91 acre PDC Land and Cattle, Ltd., tract, being the east line of the said 34.82 acre PDC Land and Cattle, Ltd. tract, N 19°32'15" W, 9.26 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 20+08.84 for the Northwest corner hereof;

THENCE, along a curve to the left, (Radius = 1,920.00 feet, Delta = 0°08'30", Long Chord bears N 69°15'15" E, 4.74 feet) an arc distance of 4.74 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 24+11.32;

THENCE, N 69°11'00" E, 397.47 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 24+11.32 on the east line of the said 19.91 acre PDC Land and Cattle, Ltd., tract, being the west line of the said 11.00 acre Treaster & Kramer tract, for the Northeast corner hereof;

THENCE, S 21°11'30" E, 12.31 feet to the Place of **BEGINNING** and containing 0.100 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 26 day of April, 2016, A.D.

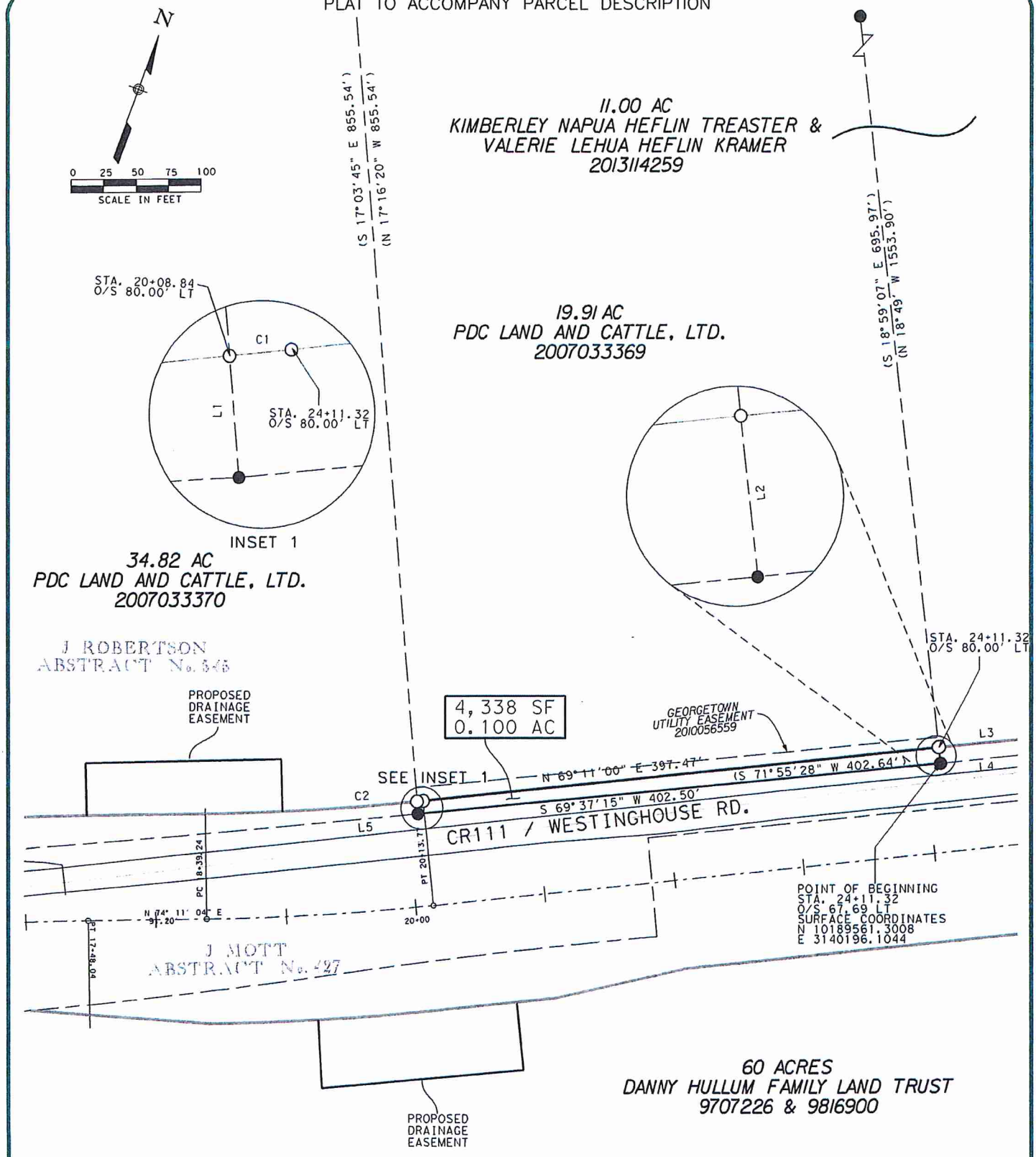


Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-2

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 2 Part 2.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS 1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPELS FIRM No. 10087200 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

PDC LAND AND CATTLE, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	2: PART 2	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK

CODE	BEARING	DISTANCE
L1	N 19°32'15" W	9.26'
L2	S 21°11'30" E	12.31'
L3	N 69°38'00" E	308.02'
L4	S 69°17'30" W	308.05'
L5	N 69°44'30" W	185.62'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1920.00'	4.74'	N 69°15'15" E	4.74'	0°08'30"
C2	1920.00'	167.55'	N 71°45'30" E	162.76'	5°00'00"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

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

4-26-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
PDC LAND AND CATTLE, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	2: PART 2	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT C

County: Williamson
Parcel: 2, Part 1DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 2, PART 1DE

BEING 0.139 of one acre parcel (6,049 Square Feet) of land, situated in the J. Robertson Survey, Abstract No. 545, in Williamson County, Texas, said land being a portion of that certain tract of land, called 34.82 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033370 of the Official Public Records of Williamson County, Texas. Said 0.139 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10189421.13, E: 3139818.79) for the Southeast corner of said 34.82 acre tract and the Southwest corner of a called 19.91 acre tract of land, as conveyed to PDC Land and Cattle, Ltd., by deed recorded in Document No. 2007033369 of said Official Public Records, also being in the existing Northwesterly right-of-way line of County Road No. 111, commonly known as Westinghouse Road (being a variable width right-of-way at this point), from which a 1/2-inch iron rebar found for the Southeast corner of said 19.91 acre tract and being in said Northwesterly right-of-way line of County Road No. 111, bears North 69°37'15" East a distance of 402.50 feet;

THENCE North 19°32'15" West departing said existing Northwesterly right-of-way line of County Road No. 111, along said the East line of said 34.82 acre tract and the West line of said 19.91 acre tract, a distance of 9.26 feet to a 1/2-iron rebar with cap stamped "RPLS 5784" set in the proposed curving Northwesterly right-of-way line of said County Road No. 111;

THENCE over and across said 34.82 acre tract and along said proposed Northwesterly right-of-way line of said County Road No. 111, the following three (3) courses and distances:

1. Along the arc of a curve to the right having a radius of 1920.00, an arc length of 104.01 feet, a delta angle of 02°59'00", and a chord which bears South 70°52'45" West a distance of 103.99 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10189395.79, E: 3139717.44) of the herein described tract, said corner being 80.00 feet left of and at a right angle to Engineers Centerline Station 19+00.50;

2. Continuing along the arc of said curve to the right having a radius of **1920.00**, and arc length of **58.81**, a delta angle of **01°45'15**, and a chord which bears **South 73°18'30" West** a distance of **58.80** feet to a 1/2-iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency, said 1/2-inch iron rebar set being 80.00 feet left of and at a right angle to Engineers Centerline Station 18+39.24; and

Parcel 2

DEED

County Road 111/Westinghouse Road 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 PDC LAND AND CATTLE, LTD., a Texas limited partnership, 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 tract of land comprising 0.365 acre in the J.S. Patterson Survey, Abstract No. 502, and the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2, Part 1**); and

All of that certain tract of land comprising 0.100 acre in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 2, Part 2**)

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 Exhibits "A & B" 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 by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2016.

[signature page follows]

GRANTOR:

PDC LAND AND CATTLE, LTD.,
a Texas limited partnership

By: GP PDC Land and Cattle, LLC,
its General Partner

By:_____
Larry Vineyard, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2016 by Larry Vineyard, 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:

EXHIBIT "E"

DRAINAGE EASEMENT
County Road 111/Westinghouse Road

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That PDC LAND AND CATTLE, LTD., a Texas limited partnership and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 0.139 acre tract of land situated in the John Robertson Survey, Abstract No. 545 in Williamson County, Texas; said 0.139 acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 2, Part 1DE)**.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

Grantor expressly reserves and retains unto itself, its successors and assigns, and the future owner(s) of the Property and of Grantor's adjacent property, the right to relocate or expand, at Grantor's expense, in whole or in part, the easements granted herein and any drainage and storm water lines on the Property, at some time in the future based on Grantor's future land plans related to Grantor's additional property located adjacent to the Property. Grantee, its designated agent, successors or assigns shall have the right to review and approve any such relocation or expansion, which approval shall not be unreasonably withheld, conditioned or delayed, and any such relocation

or expansion shall further be conditioned upon the final consent and approval of any governing jurisdiction or regulatory body (if other than Grantee) required by any applicable development rules for such changes. Grantor and Grantee agree to use commercially reasonable efforts, acting in good faith, to co-operate regarding any such re-location or expansion. Grantor additionally retains the right to use the surface of the easement area for any purposes which do not impair or interfere with the function of any drainage improvements or the conveyance of stormwater drainage, including specifically driveways and parking areas.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement, or which result from the construction or maintenance of the drainage easement and channel or any improvements or work related thereto.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the _____day of _____, 2016.

[signature page follows]

GRANTOR:

PDC LAND AND CATTLE, LTD.,
a Texas limited partnership

By: GP PDC Land and Cattle, LLC,
its General Partner

By:_____
Larry Vineyard, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____ _, 2016 by Larry Vineyard, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

Commissioners Court - Regular Session **41.**

Meeting Date: 06/07/2016

License Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an License Agreement with Williamson County Municipal Utility District 23 regarding Kaufman Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License Agreement with MUD 23

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:23 AM
Final Approval Date: 06/02/2016		

LICENSE AGREEMENT

This License Agreement is made this ____ day of _____, 2016, by and between WILLIAMSON COUNTY, TEXAS (hereinafter "Licensor"), and WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT 23 (hereinafter, "Licensee," whether one or more).

WHEREAS, Licensor is the owner of the real property (hereinafter, "Property"), which is the public right-of-way as depicted in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, Licensee desires to exercise certain rights and privileges upon public rights-of-way located within the Property; and

WHEREAS, Licensor desires to grant Licensee certain rights and privileges upon public rights-of-way within the Property; and

NOW, THEREFORE, it is agreed as follows:

I. License

1.1 Licensee shall have the right to survey, install, construct, maintain, repair, and replace the following structures as indicated on Exhibit "A":

a. Two (2) entry signs at the entrance of Kauffman Loop at Highway 29;
b. One (1) rail fence extending west from Kaufman Loop on the north side of Highway 29;
c. One (1) half wall on the east and west side of Kauffman Loop, directly to the north of the entry signs on Kauffman Loop;
d. One (1) tower/sign in the median of Kauffman Loop at the Highway 29 entrance;
e. One (1) enhanced bridge crossing, including rail, columns, and stone veneer, on Kauffman Loop;
f. One (1) stone screening wall on the west side of Kauffman Loop;
g. Fifty nine (59) wall columns measuring 2' x 2' on the west side of Kauffman Loop;
h. One (1) entry sign at the entrance of Kauffman Loop at Ronald Reagan Blvd.;
i. One (1) entry sign at the at the entrance of Morningstar Blvd. at Kauffman Loop;
j. Two (2) entry columns at the entrance of Morningstar Blvd. at Kauffman Loop;
k. Two (2) neighborhood signs on Morningstar Blvd.; and
l. Such other signs, fixtures, and improvements approved by Licensor.

1.2 It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the public rights-of-way located within the Property by virtue of this license.

1.3 It is further understood the Licensor has no duty to maintain, operate, replace, upgrade, or repair any improvement in or upon the Property, including the payment of any fees of any kind associated with any improvements.

II. Consideration

2.1 In consideration for this license, Licensee shall pay Licensor $10.00 and other good and valuable consideration.

III. Nonassignability

3.1 The license granted in this Agreement is personal to Licensee. This Agreement is not assignable for the purpose of off-premise advertising or signage. Any assignment in violation of this Agreement will automatically terminate the license. Notwithstanding the foregoing, Licensee shall be permitted to assign Licensee's license under this Agreement to any assignee acquiring all or a portion of Licensee's property adjacent to the Property, or to the respective homeowners or property owner's association, provided such assignee assumes Licensee's obligations and rights granted under this Agreement, and Licensee shall be released from any and all obligations hereunder accruing after such assignment.

IV. Terminable at Will

4.1 This Agreement is terminable by either party at will by the giving of 60 days actual notice to the other party. Upon termination, if Licensee does not remove any improvements prior to the termination date any improvements to the Property will become the property of Licensor and it is agreed that Licensor will not need to reimburse Licensee for any costs expended for said improvements.

V. Indemnity

5.1 Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's exercise of the license under this Agreement.

VI. Release

6.1 Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

VII. Venue

7.1 This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

VIII. Notice

8.1 Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

LICENSOR: Williamson County, Texas
ATTN: County Judge
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

LICENSEE: Williamson County Municipal Utility District 23
Attn: SK Law
1980 Post Oak Blvd., Suite 1380
Houston, Texas 77056

IN WITNESS WHEREOF, this AGREEMENT is executed on this _____ day of _____, 2016.

(signatures on following page)

LICENSOR:
WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____

LICENSEE:
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT 23

By: _____
Kris Ehlert, President

Date: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2016, by Dan A. Gattis, County Judge, in the capacity and for the purposes and consideration therein indicated.

_____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on this 9 day of May, 2016, by Kris Ehlert, President of Williamson County Municipal District 23, whose name is subscribed to the preceding instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

NOTARY PUBLIC STATE OF TEXAS
KAY-LA J HUGHES
My Commission Expires
June 25, 2017

_____
Notary Public in and for the State of Texas

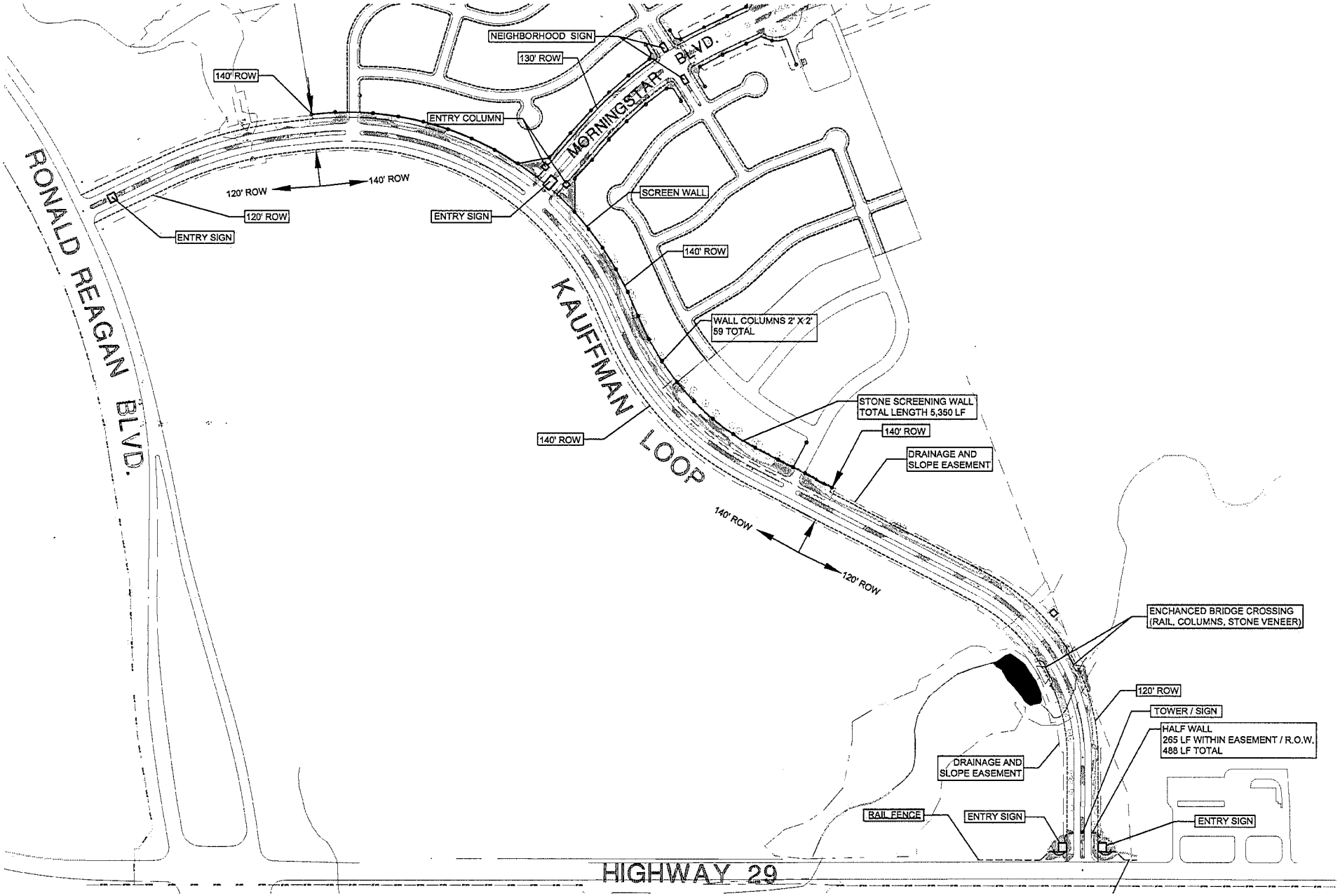


EXHIBIT A

North

Date: April 13, 2016

MORNINGSTAR
LIBERTY HILL, TEXAS

SHEET FILE: R:\140146-MAGR\Cadfiles\PLANNING\Exhibits\Exhibit B 4-11-2016.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Commissioners Court - Regular Session **42.**

Meeting Date: 06/07/2016

Vehicle Agreements for County Sheriff

Submitted By: Deborah Wolf, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements with:
A) Orenda Education (traffic control for Gateway College Prep School on Westinghouse Road)
B) Warner Brothers TV (assist with filming a short scene on Chandler Road & Hwy 95)
C) Brushy Creek Marlins (traffic control after swim meet at Sendero Springs Pool)

Background

These agreements give permission for Orenda Education, Warner Brothers TV and Brushy Creek Marlins to contract County Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orenda0516
WarnerBros0516
BrushyCreekMarlins0516

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 01:17 PM
Form Started By: Deborah Wolf		Started On: 05/27/2016 09:52 AM
Final Approval Date: 05/27/2016		

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 11th of April, 20 16 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.[1]

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 **$12.00 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 it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] 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: Orenda Education

Signature: Marjie Escobar

Printed Name: Marjie Escobar

Title: Director of Financial Services

Date: May 17, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: May 25, 2016

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
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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 5/17, 20 16 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.[1]

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7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

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NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Warner Bros TV

Signature: 

Printed Name: Dustin Daniels

Title: Assistant Location Manager

Date: May 17, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: May 25, 2016

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

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NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Brushy Creek Marlins

Signature: Joe Dorsey

Printed Name: Joe Dorsey

Title: President

Date: May 6, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: 5-20, 2016

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **43.**

Meeting Date: 06/07/2016

FY16 CDBG Funding Recommendation

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the FY16 Community Development Block Grant (CDBG) funding recommendation.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY16 funding allocation of $1,231,067 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. This is a request for the approval of the proposed projects to be included in the 2016 Annual Action Plan. Please note that alternate projects are also included in the recommendation. These projects can be considered for funding if a funded project is completed under budget or is unable to be completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY16 CDBG Projects

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Sally Bardwell		Started On: 06/01/2016 02:03 PM
Final Approval Date: 06/02/2016		

Recommended Funding for FY16
Community Development Block Grant
Allocation $1,231,067

City of Taylor Robinson Park Community Center
Renovations to a 2040 square foot building originally constructed in 1940 to include improvements to the two bathrooms and entrance ramp to meet ADA standards, enlarging the kitchen, replacement of the electrical system, foundation leveled, windows replaced, improvements to the outside walls and roof repair.
Funding Requested: $150,000
Estimated Funding for FY16: $150,000
Annual Goals: Neighborhood Facility
Target Areas: City of Taylor
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 4190 people

City of Jarrell Wastewater Improvements
Installation of approximately 1400 linear feet of 6-inch gravity wastewater line, four manholes, six wastewater service connections and all associated incidentals required for construction.
Funding Requested: $199,300
Funding FY13: $285,700
Funding FY14: $237,850
Funding FY15: $226,537
Estimated Funding for FY16: $199,300
Annual Goals: Water/Sewer Improvements
Target Areas: City of Jarrell
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 6 income qualified homes and 1000 area basis

Georgetown Housing Authority
Rehab of 28 total units to include heating and cooling systems, electrical upgrade and asbestos abatement, as required.
Funding Requested: $883,560
Estimated Funding for FY16: $131,610
Annual Goals: Rehabilitation of Existing Units
Target Areas: Income qualified residents
Priority Needs Addressed: Increase Access to Affordable Housing
Goal Outcome Indicator: 259 People

City of Weir Community Center
Construction of 6000 square foot Community Center with a concrete slab foundation and an eave height of 16 feet. The exterior of the building will be factory finished metal panel with limestone veneer accents. The facility will include a large open meeting room, complete kitchen, restrooms, refrigerated and unrefrigerated storage.
Funding Requested: $350,000
Estimated Funding for FY16: $35,000 (engineering only)
Annual Goals: Neighborhood Facility
Target Areas: City of Weir
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 450 People

Taylor Housing Authority Home Ownership Program
Program will provide pre and post purchase counseling and homebuyer assistance to income qualified individuals and families.
Funding Requested: $100,000
Estimated Funding for FY16: $100,000
Annual Goals: Homeownership Assistance
Target Areas: Income Qualified Individuals and Families
Priority Needs Addressed: Increase Access to Affordable Housing
Goal Outcome Indicator: 10 Low-Mod Families

City of Georgetown Sidewalk Project
Approximately 1500 feet of five-foot-wide sidewalk, approximately 4500 square feet of driveway approach and nine handicapped ramps. The project will continue sidewalk north on Scenic Drive from the existing sidewalk to 6th Street, then on 6th Street from Scenic Drive to Martin Luther King Street, which will connect to existing sidewalk east of Martin Luther King.
Funding Requested: $135,000
Estimated Funding for FY16: $135,500
Annual Goals: Sidewalks
Target Areas: City of Georgetown
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 785 People

City of Granger Sewer Project
Replacement of existing lift station, 750 linear feet of 2-inch force main pipe, 6-inch gravity PVC pipe, two manholes and associated project incidentals.
Funding Requested: $329,500
Estimated Funding for FY16: $329,500
Annual Goals: Water/Sewer Improvements
Target Areas: City of Granger
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 878 People

City of Liberty Hill Sidewalk Project
Construction of 2,600 linear feet of 4-foot sidewalk, 100 linear feet of 5-foot sidewalk, nine ramps, 16 driveway aprons, and 1,170 linear feet of drainage improvements. The streets to be addressed include Hickman Street, Church Street, Barton Drive, Grange Street, and Munro Street.
Funding Requested: $241,000
Estimated Funding for FY16: $26,000 (engineering only)
Annual Goals: Sidewalks
Target Areas: City of Liberty Hill
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 377 People

Program Administration
Estimated Funding for FY15: $124,157

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
- the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects

City of Coupland Roadway Renovation Plan for CR 458
Renovation of CR 458 to include improvements, surveying, geotechnical engineering and engineering. The distance of the roadway to be renovated is 2.15 miles.
Funding Requested: $197,000
Estimated Funding for FY16: $0
Annual Goals: Street Improvements
Target Areas: City of Coupland
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 277 People

City of Taylor West 3rd Reconstruction and Water/Wastewater Improvements
6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMAC, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8"C900 water main, 1050 linear feet of water service lines, six water valves and fittings, three wastewater manholes, 2840 linear feet of trench protection, seven fire hydrants and associated appurtenances. Construction will take place on West 3rd Street between Vance Street and Howard Street.
Funding Requested: $600,656
Estimated Funding for FY16: $0
Annual Goals: Water/Sewer Improvements and Street Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 4190 People

City of Leander Senior and Head Start Center
Construction of 18,500 square foot Senior and Head Start Center. The facility will include 4000 square feet for the senior center, 7000 square feet for the Head Start Program, 7300 square feet of common area (commercial kitchen, storage, utilities, circulation, mechanical) and 23,000 square feet of outdoor space (parking, playscape, activity area, community garden)
Funding Requested: $500,000
Estimated Funding for FY16: $0

Annual Goals: Neighborhood Facilities
Target Areas: City of Leander
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 16,405 People

Commissioners Court - Regular Session **44.**

Meeting Date: 06/07/2016

Agenda Item

Submitted For: Jana Duty

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action with regard to the District Attorney's request for a non-paid special investigator.

Background

The District Attorney's Office is asking for approval for Timothy Steglich to be a non-paid District Attorney reserve investigator.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/31/2016 11:22 AM
Form Started By: vvickers		Started On: 05/31/2016 09:48 AM
Final Approval Date: 05/31/2016		

Commissioners Court - Regular Session **45.**

Meeting Date: 06/07/2016

Resolution for FY16 Grant Project #3030501 Project Title: Williamson County HazMat Camera Sustainment Project.

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3030501 Project Title: Williamson County HazMat Camera Sustainment Project.

Background

The Office of the Governor requires that Commissioners' Court submit a resolution for each grant project and naming the authorizing official with signatory authority. This project was reviewed and prioritized by the Capital Area Council of Governments (CAPCOG) Homeland Security Task Force. This project was previously presented to and approved for submittal by Commissioners' Court on November 3, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution #3030501

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/26/2016 02:06 PM
Emergency Management (Originator)	Jarred Thomas	05/26/2016 03:40 PM
Emergency Management (Originator)	Cynthia Hood	05/26/2016 04:41 PM
Form Started By: Cynthia Hood		Started On: 05/26/2016 01:12 PM
Final Approval Date: 05/26/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Camera Sustainment Project. The CJD grant application number is 3030501.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Hazmat Camera Sustainment Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Camera Sustainment Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 06/07/2016

Resolution for FY16 Grant Project #3030601 Project Title: Williamson County Monitor Maintenance.

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project - #3030601 Project Title: Williamson County Monitor Maintenance.

Background

The Office of the Governor requires that Commissioners' Court submit a resolution for each grant project and naming the authorizing official with signatory authority. This project was reviewed and prioritized by the Capital Area Council of Governments (CAPCOG) Homeland Security Task Force. This project was previously presented to and approved for submittal by Commissioners' Court on November 3, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution #3030601

Resolution #3030601

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/26/2016 02:06 PM
Emergency Management (Originator)	Cynthia Hood	05/26/2016 04:41 PM
Form Started By: Cynthia Hood		Started On: 05/26/2016 01:29 PM
Final Approval Date: 05/26/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The CJD grant application number is 3030601.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The CJD grant application number is 3030601.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **47.**

Meeting Date: 06/07/2016

Resolution for FY16 Grant Project #3030901 Project Title: Williamson County PEAC Software.

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3030901 Project Title: Williamson County PEAC Software.

Background

The Office of the Governor requires that Commissioners' Court submit a resolution for each grant project and naming the authorizing official with signatory authority. This project was reviewed and prioritized by the Capital Area Council of Governments (CAPCOG) Homeland Security Task Force. This project was previously presented to and approved for submittal by Commissioners' Court on November 3, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution #3030901

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/26/2016 02:06 PM
Emergency Management (Originator)	Cynthia Hood	05/26/2016 04:41 PM
Form Started By: Cynthia Hood		Started On: 05/26/2016 01:53 PM
Final Approval Date: 05/26/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County PEAC Software Project. The CJD grant application number is 3030901.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County PEAC Software Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County PEAC Software Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **48.**

Meeting Date: 06/07/2016

Resolution for FY16 Grant Project #3031001 Project Title: Williamson County HazMat Gemini Analyzer.

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031001 Project Title: Williamson County HazMat Gemini Analyzer

Background

The Office of the Governor requires that Commissioners' Court submit a resolution for each grant project and naming the authorizing official with signatory authority. This project was reviewed and prioritized by the Capital Area Council of Governments (CAPCOG) Homeland Security Task Force. This project was previously presented to and approved for submittal by Commissioners' Court on November 3, 2015

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution #3031001

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 08:29 AM
Form Started By: Cynthia Hood		Started On: 05/26/2016 04:43 PM
Final Approval Date: 05/27/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Gemini Analyzer Project. The CJD grant application number is 3031001.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Hazmat Gemini Analyzer Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Gemini Analyzer Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **49.**

Meeting Date: 06/07/2016

Resolution for FY16 Grant Project #3031301 Project Title: Williamson County Radiation Detector

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031301 Project Title: Williamson County Radiation Detector.

Background

The Office of the Governor requires that Commissioners' Court submit a resolution for each grant project and naming the authorizing official with signatory authority. This project was reviewed and prioritized by the Capital Area Council of Governments (CAPCOG) Homeland Security Task Force. This project was previously presented to and approved for submittal by Commissioners' Court on November 3, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution #3031301

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 08:29 AM
Form Started By: Cynthia Hood		Started On: 05/26/2016 04:48 PM
Final Approval Date: 05/27/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Radiation Detector Project. The CJD grant application number is 3031301.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Radiation Detector Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Radiation Detector Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **50.**

Meeting Date: 06/07/2016

Resolution for FY16 Grant Project #3031401 Project Title: Williamson County – Hazmat Level A Suit.

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031401 Project Title: Williamson County Level A Suit.

Background

The Office of the Governor requires that Commissioners' Court submit a resolution for each grant project and naming the authorizing official with signatory authority. This project was reviewed and prioritized by the Capital Area Council of Governments (CAPCOG) Homeland Security Task Force. This project was previously presented to and approved for submittal by Commissioners' Court on November 3, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution #3031401

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 08:29 AM
Form Started By: Cynthia Hood		Started On: 05/26/2016 04:52 PM
Final Approval Date: 05/27/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Level A Suits Project. The CJD grant application number is 3031401.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Hazmat Level A Suits Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Level A Suits Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **51.**

Meeting Date: 06/07/2016

Resolution for FY16 Grant Project #3031601 Project Title: Williamson County Hazmat Radiation Dosimeter

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a resolution for the submission of the FY16 Homeland Security Grant Project #3031601 Project Title: Williamson County Hazmat Radiation Dosimeter

Background

The Office of the Governor requires that Commissioners' Court submit a resolution for each grant project and naming the authorizing official with signatory authority. This project was reviewed and prioritized by the Capital Area Council of Governments (CAPCOG) Homeland Security Task Force. This project was previously presented to and approved for submittal by Commissioners' Court on November 3, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution #3031601

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 08:29 AM
Form Started By: Cynthia Hood		Started On: 05/26/2016 04:55 PM
Final Approval Date: 05/27/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Radiation Dosimeter Project. The CJD grant application number is 3031601.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Hazmat Radiation Dosimeter Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Hazmat Radiation Dosimeter Project.

Adopted this 7th day of June, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **52.**

Meeting Date: 06/07/2016

FEMA Project Number PA-06-TX-4223-PW01918 Project Title: WIL013C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL013C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01918 Project Title: WIL013C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PW01918 Award Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 01:17 PM
Emergency Management (Originator)	Cynthia Hood	05/27/2016 02:39 PM
Form Started By: Cynthia Hood		Started On: 05/27/2016 11:55 AM
Final Approval Date: 05/27/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 23, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01918
Project Title: WIL013C Damaged Road
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01918						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	5/17/2016	$6,232.97	75%	$4,674.73	25%	$1,558.24

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent _____ Date _____

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

Commissioners Court - Regular Session **53.**

Meeting Date: 06/07/2016

FEMA Project Number PA-06-TX-4223-PW01882 Project Title: WIL015C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL015C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01882 Project Title: WIL015C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PW01882 Award Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 01:17 PM
Emergency Management (Originator)	Cynthia Hood	05/27/2016 02:39 PM
Form Started By: Cynthia Hood		Started On: 05/27/2016 11:57 AM
Final Approval Date: 05/27/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 20, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01882
Project Title: WIL015C Damage Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01882						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	5/9/2016	$4,561.56	75%	$3,421.17	25%	$1,140.39

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

Commissioners Court - Regular Session **54.**

Meeting Date: 06/07/2016

FEMA Project Number PA-06-TX-4223-PW01883 Project Title: WIL018C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL018C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01883 Project Title: WIL018C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PW01883 Award Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 01:17 PM
Emergency Management (Originator)	Cynthia Hood	05/27/2016 02:39 PM
Form Started By: Cynthia Hood		Started On: 05/27/2016 12:04 PM
Final Approval Date: 05/27/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 20, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01883
Project Title: WIL018C Damage Road
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01883						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	5/9/2016	$16,636.42	75%	$12,477.32	25%	$4,159.10

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

Commissioners Court - Regular Session **55.**

Meeting Date: 06/07/2016

FEMA Project Number PA-06-TX-4223-PW01884 Project Title: WIL019C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL019C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01884 Project Title: WIL019C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PW01884 Award Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 01:17 PM
Form Started By: Cynthia Hood		Started On: 05/27/2016 12:07 PM
Final Approval Date: 05/27/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
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DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 20, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01884
Project Title: WIL019C Damage Road
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01884						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	5/9/2016	$5,017.82	75%	$3,763.37	25%	$1,254.45

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

Commissioners Court - Regular Session **56.**

Meeting Date: 06/07/2016

FEMA Project Number PA-06-TX-4223-PW01929 Project Title: WIL021C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL021C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01929 Project Title: WIL021C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PW01929 Award Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 01:17 PM
Form Started By: Cynthia Hood		Started On: 05/27/2016 12:15 PM
Final Approval Date: 05/27/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

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RANDY WATSON

May 20, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01929
Project Title: WIL021C Road Damage
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01929						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	5/9/2016	$4,297.68	75%	$3,223.26	25%	$1,074.42

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

Commissioners Court - Regular Session **57.**

Meeting Date: 06/07/2016

FEMA Project Number PA-06-TX-4223-PW01885 Project Title: WIL026C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL026C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01885 Project Title: WIL026C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PW01885 Award Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/27/2016 01:17 PM
Form Started By: Cynthia Hood		Started On: 05/27/2016 12:21 PM
Final Approval Date: 05/27/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

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COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 20, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01885
Project Title: WIL026C Damaged Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01885						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	5/9/2016	$5,901.62	75%	$4,426.22	25%	$1,475.40

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

Commissioners Court - Regular Session **58.**

Meeting Date: 06/07/2016

Tyler Technologies Software SaaS Agreement with Williamson County Tax Office

Submitted For: Deborah Hunt **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tyler Software Agreement between Tyler Technologies and the Williamson County Tax Office.

Background

Tyler Technologies is the current provider for the Tax Office Orion software. The SaaS agreement offered is for cloud hosting to enhance the service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support services on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving.

This agreement has been reviewed by Stan Springerley, Connie Singleton of Purchasing Blue Team and Jolene Crist of Contract Audit. I have their emails providing the necessary revisions and additional comments to incorporate into the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Saas Software Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/20/2016 08:55 AM
Form Started By: Judy Kocian		Started On: 05/19/2016 09:55 AM
Final Approval Date: 05/20/2016		

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Client**" means the Williamson County, TX Tax Office.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means July 1, 2016.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support services on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware,

support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit D.
- **"Statement of Work"** means the description of services to be supplied by us through this Agreement, attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary the use of which is granted by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the Tyler Software and amount of Data Storage Capacity. You may add additional Tyler Software or additional data storage capacity on the terms set forth in Section H(1).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the

SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA, and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions

in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface costs) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us..

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

    8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

    8.2 provide telephone support during our established support hours;

    8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and

    8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

2. Third Party Products Warranties.

   2.1 We are authorized by each Developer to grant access to the Third Party Software.

   2.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   2.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

3. Payment Pursuant to Texas Prompt Payment Act. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest

charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Tyler of the invoice discrepancy not later than the twenty-first (21st) day after the date on which County receives the invoice. If the error is resolved in favor of Tyler, Tyler shall be entitled to receive interest on the unpaid balance of the invoice submitted by Tyler beginning on the date that the payment for the invoice became overdue. If the error is resolved in your favor, Tyler shall submit a corrected invoice that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is from the Effective Date (the "Initial Term") through September 30, 2018, unless earlier terminated as set forth below. After September 30, 2018, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS

Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Termination for Convenience. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.

SECTION G –INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our

agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM, OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will

be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial

disclosure;

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Venue of this contract shall be Williamson County, Texas and US District Court, Western District of Texas.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Right to Audit. We shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. You may, upon written request, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. You shall provide us twenty-four hour notice of such audit or inspection. We shall have the right to exclude from such inspection any Tyler confidential information not otherwise required to be provided to you as a part of this Agreement. We shall make such books and records available to you during normal business hours. Any such audit shall be conducted at Tyler's principal place of business within the State of Texas during Tyler's normal business hours and at Client's sole expense.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Statement of Work
Exhibit D	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Williamson County Tax Office, Texas
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address for Notices: Tyler Technologies, Inc. One Tyler Way Moraine, OH 45439 Attention: Director of Inside Sales	Address for Notices: Williamson County Tax Office 904 South Main St. Georgetown, TX 78626 Attn: Tax Assessor – Collector

Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by Tyler Technologies, Inc. to the Williamson County Tax Office under your Software as a Service Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

Your Data Storage Capacity is 2TB of storage. Additional storage may be purchased at the then current rate per TB. The 2016 cost for an additional TB of storage is $10,000 per year.

Annual Subscription	**Term**	**Amount**
Orion Collections Online		$45,015
Credit for 2nd Half Orion Prepaid Maintenance		($21,827)
One-Time SaaS Setup Fees		$14,000
First Term SaaS Fees Total	July 1, 2016 – December 31, 2016	**$32,430**
Second Term SaaS Fees Total	January 1, 2017 – September 30, 2017	$60,385
Third Term SaaS Fees Total	October 1, 2017 – September 30, 2018	$80,515

This Software as a Service Agreement covers the following Tyler Software:

- Orion Collections
- Orion Mortgage Company/Electronic File Interface

Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees for the First Term described in Exhibit A ($32,430) are due on the Effective Date. SaaS Fees for the Second Term described in Exhibit A ($60,385) are due January 1, 2017. Your annual SaaS Fees for the Third Term described in Exhibit A ($80,515) are due October 1, 2017. Thereafter, SaaS Fees are invoiced on an annual basis and annual SaaS fees will be at our then-current.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device is included in the cost of the service.

   2.2 *Additional Services*: Additional Services fees billed as performed.

3. Expenses. The service rates in the Investment Summary include travel expenses, copies of receipts will not be provided.

Payment. Payment for undisputed invoices is due within thirty (30) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating Account

Statement of Work

SERVICES TO BE PROVIDED

Tyler will transition the Client's Orion Tax implementation from the Client hosted environment to the Tyler hosting environment.

Tyler will provide the necessary ASA device to facilitate integration with the Client network and the Tyler hosting center.

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of one quarter of the then-current SaaS Fee. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Support Call Process

Scope of Services

The following outlines the standard support provided by Tyler Technologies, Inc. (Tyler) for the following software systems installed in the Tyler hosting center, for the time period specified in the Agreement.

The software systems listed in Exhibit A – Investment Summary shall be known as the "base system." Any additional support, modifications, or services needed on the system as it is installed which are not expressly included in this Agreement, must be outlined in an additional service level agreement or will be provided at time and materials rates.

Modifications to the Tyler Software and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the base system and, as such, the terms of this Agreement apply.

1. Terms and Definitions

The following is a list of common terms used in this Support Agreement:

1.1 Base System

Tyler Software, as listed in Exhibit A – Investment Summary above, running in the Tyler hosting center.

1.2 System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the Documentation (also referred to as "issues" or "bugs"). Note: A Client Error Incident is not covered.

1.3 Updates

Unlimited distribution of revisions to the base system that fixes errors and (or) includes enhancements that are made available to the Client, also referred to as "upgrades" or "patches."

1.4 Maintenance or Maintain

Providing support and updates for the base system only.

1.5 VPN

The use of any secure connection on the Client system from any Tyler office.

1.6 Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Software as a Service Agreement.

1.7 Business Day(s)

The days and hours Tyler operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 PM.

2. Hot Line Support

During the coverage period, Tyler will provide phone support for the base system. This support will provide assistance in determining the root cause of system errors (whether the result of a Client Error Incident or Force Majeure) and the response as outlined in item 2.3 below. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

877-874-6337

2.2. Hot Line Hours

The Hot Line is available from 8:15 A.M. to 5:15 P.M., CT, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice.

2.3. Hot Line Support Considerations

Tyler shall respond to the Client's request for telephone assistance within four (4) working hours from the initial call.

- Tyler shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

Priority	*Definition*	*Response*	*Resolution SLA*
Critical	Software is inoperable for a significant number of Client users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the Client. Issue affects a large group of Client users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium	Issue affects a small group of users and does not affect day-to-day processing.	Client is contact within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
Non-Critical	Issue affects 1 Client user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

3. Online Support

During the coverage period, Tyler will provide access to the Tyler Client Portal in order for the Client to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

4. Modification and Change Procedure

Additional changes to the base system (not directed by local laws) can be requested. These changes shall be submitted in writing to Tyler and cost estimates will be provided. Once the Client agrees to the cost estimate, a separate Addendum or Letter of Agreement will be drafted for acceptance by the parties.

5. Updates

Base system updates will be made available during the coverage period.

5.1. Orion Updates

Tyler staff will schedule the release of new updates into the Client's test and production environments with your staff. Tyler will distribute an estimated schedule of when releases and

patches will be available. Tyler perform such updates, in coordination with your staff, as agreed upon. It is important that any updates be done in a timely manner as the update could contain fixes for one or more system errors. Tyler reserves the right to back-port certain bug fixes to the Client's current version of Orion or require that the Client upgrade to a newer release to obtain the required fix.

5.2. Orion Data Tables

The Client is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, through update from some Orion batch process, or through an SQL update. Updates may be performed to the Orion data for various reasons by Tyler as requested by the Client subject to time and materials rates.

5.3. Operating System (OS) Updates

Tyler will be maintaining the server hardware environment, including updates to the Operating System.

6. Legislative Changes

Tyler will provide up to 80 base system programming hours per state per calendar year of the Agreement in order to comply with legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

7. Data Ownership

The Client owns the data stored and processed on the base system. During normal support, Tyler will be exposed to this data and will take all measures to ensure the confidentiality of the data.

8. Backups and Recovery

Backups of the Client environment will occur in accordance with the Tyler Hosting Center's normal business process. As of the Effective Date, Tyler's backup schedule is as follows:

8.1 We perform a daily backup of your Data and retain such daily backup for thirty (30) days.
8.2 We perform a weekly backup of your Data and retains such weekly backup for one (1) year.
8.3 Upon the expiration of the one (1) year period during which weekly backups are retained, we archive such weekly backups until the earlier of (i) such time as you request such backups are permanently deleted or (ii) the expiration or termination of the Software as a Service Agreement.

We reserve the right to modify our backup schedule to conform to industry standards.

9. Dependent Software Licenses

The Client is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products that integrate with the Tyler Software and are not included in the Tyler environment including, but not limited to, Adobe, ESRI, EDMS, Microsoft Office, etc.

10. Server Operations

Tyler will be responsible for operational support of the Orion application server(s) within the Tyler environment. Tasks will include performing system backups, system restarts, and troubleshooting assistance.

11. Remote Access

The Client will provide Tyler with the means to electronically connect to the Client and to the Orion server, to enable software transfers, electronic correspondence, and remote troubleshooting. The preferred remote connection is via the Internet.

12. Out of Scope Items

The following are examples of items that are **not** included in an ongoing Support Agreement. Tyler will provide such services as requested by the Client. Time and Materials rates will apply for such services. They are:

12.1. Resolution of problems that arise out of the Client's misuse of the system.
12.2. Creating ad hoc reports or new Orion reports.
12.3. Modification of the Orion code.
12.4. Modification of Orion reports.
12.5. Updates to Orion cost tables, tax rate tables, etc.
12.6. Onsite training.
12.7. Process and procedures that could otherwise be performed by a non-technical Orion user during the Client's business cycle.
12.8. Errors and problems that arise out of the Client's modification of the base system code. Provided, however, this exclusion shall not apply to modifications to Client's system that are made by or at the direction of Tyler pursuant to the License and Service Agreement.
12.9. Errors and problems related to other 3rd party vendors' software not specifically covered by this agreement.

13. Public Access Web Server Availability

During those times in the Client's fiscal calendar when there is increased load on the public access website, Tyler staff will monitor activity and allocate additional server resources, as necessary, to ensure consistent response time.

14. Additional Support

No other additional support outside this Scope of Services is given unless stated in the Software as a Service Agreement. Additional support or services (such as those listed in Section 12) can be requested and will be billed at Tyler's then prevailing time and materials rates.

2016 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2016 are as follows:

Technology	Off-Site	On-Site
Sr. Company Officer / Sr. Valuation Analyst	$275.00	$340.00
Project Manager	$190.00	$245.00
Database Administrator (DBA)	$185.00	$225.00
Technology Staff	$180.00	$215.00
Appraisal		
Project Manager	$160.00	$200.00
Appraiser - Senior	$160.00	$200.00
Appraiser - Commercial	$125.00	$150.00
Appraiser - Residential	$105.00	$130.00
Data Collector - Commercial	$70.00	$90.00
Data Collector - Residential	$55.00	$70.00
Data Entry/Clerical	$40.00	$50.00

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

Commissioners Court - Regular Session **59.**

Meeting Date: 06/07/2016

SunGard Amendment 3

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve Amendment #3 to the Software License and Services Agreement with SunGard Public Sector, LLC.

Background

This is a business process review for the CAD software that will help ensure we are using all of the features and modules appropriately and to their fullest potential. The cost is $8,880 and will be taken from the IT budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 03:53 PM
Form Started By: Richard Semple		Started On: 06/02/2016 11:36 AM
Final Approval Date: 06/02/2016		

DocuSign Envelope ID: A0A0C910-82D7-4DD7-9A9E-70ADAB3F0376

AMENDMENT #3 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

WILLIAMSON COUNTY, TX
("Customer")

and

SUNGARD PUBLIC SECTOR, LLC
("SunGard Public Sector") Contract # 100273-3

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement with an Execution Date of March 30, 2010 (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.

2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

(a) Exhibit 1 to the Software License and Services Agreement are hereby supplemented to include the Add-On Quote attached hereto as Exhibit 1 and incorporated herein by reference. Pursuant to the Add-On Quote attached hereto as Exhibit 1, the total compensation that may be paid to SunGard Public Sector pursuant to the Software License and Services Agreement shall be Eight Thousand Eight Hundred Eighty Dollars and 00/100 ($8,880.00).

Notes to Exhibit
[1] Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the Williamson County Vendor Reimbursement Policy, as amended and in effect at the time expenses were incurred. SunGard Public Sector's Travel and Expense will be invoiced on a monthly basis in arrears and due and payable as set forth in the Agreement.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Professional Services Fees: Due on completion

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

Williamson County, TX	**SunGard Public Sector, LLC**
BY: _____	BY: DocuSigned by: Lisa Neumann F4F503AE4002479...
PRINT NAME: _____	PRINT NAME: Lisa
PRINT TITLE: _____	PRINT TITLE: Controller
DATE SIGNED: _____	DATE SIGNED: 5/26/2016

DocuSign Envelope ID: A0A0C910-82D7-4DD7-9A9E-70ADAB3F0376

EXHIBIT 1

Add-On Quote

<Attach>

DocuSign Envelope ID: A0A0C910-82D7-4DD7-9A9E-70ADAB3F0376

Exhibit 1

SUNGARD®
PUBLIC SECTOR

Add-On Quote

Date	Quote #	Acct Mgr
04/07/16	BNBRQ2551	Brian Rennie

Quote Prepared For:

Williamson County, TX
Richard Semple
508 S. Rock Street
Georgetown, TX 78626
Phone: 512-943-1489

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	CAD-PROF-ADD	CAD Business Process Review	$7,680.00	$7,680.00	$0.00
Through Business Process Review (BPR), our most experienced consultants will work with your agency to review current business processes and offer recommendations to improve agency efficiency, and best practices for utilizing the SunGard PSJ Product Suite. The BPR includes needs assessment, analysis, and written documentation for optimizing how the agency uses SunGard CAD. Includes up to 3 days on-site, plus 2 days for prep and follow up for business plan.					
1	CAD-TE	Estimated Travel and Living Expenses for CAD	$1,200.00	$1,200.00	$0.00
Estimated Travel and Living expenses. Travel and Living expenses are budgeted for one travel day per trip and each day on site. The listed travel and living expense costs are a budget quote based on an estimate of the number of trips and the total number of days of on-site professional services that SunGard r provides. The Customer will be billed only for the actual cost of travel and living expenses per the terms of the contract. Changes or modifications to the project would be appropriately reflected in the travel and living.					

This quote is valid until 11/30/16

Total: $8,880.00 $0.00

SunGard Public Sector Inc.
4000 OSSI Court - High Point, NC 27265 -Phone: 336-878-1287 - Fax: 407-304-1272 - Email: brian.rennie@sungardps.com

Total: $8,880.00 $0.00

DocuSign Envelope ID: A0A0C910-82D7-4DD7-9A9E-70ADAB3F0376

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by SunGard Public Sector are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by SunGard Public Sector.

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Commissioners Court - Regular Session **60.**

Meeting Date: 06/07/2016

SunGard Amendment 4

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve Amendment #4 to the Software License and Services Agreement with SunGard Public Sector, LLC.

Background

This is a business process review for the RMS software that will help ensure we are using all of the features and modules appropriately and to their fullest potential. The cost is $8,880 and will be taken from the IT budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 03:53 PM
Form Started By: Richard Semple		Started On: 06/02/2016 11:47 AM
Final Approval Date: 06/02/2016		

DocuSign Envelope ID: 7CFFBB57-0BA4-4C87-A73F-DD4BB8E5EE2B

AMENDMENT #4 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

WILLIAMSON COUNTY, TX
("Customer")

and

SUNGARD PUBLIC SECTOR, LLC
("SunGard Public Sector") Contract # 100273-4

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement with an Execution Date of March 30, 2010 (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.

2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

(a) Exhibit 1 to the Software License and Services Agreement are hereby supplemented to include the Add-On Quote attached hereto as Exhibit 1 and incorporated herein by reference. Pursuant to the Add-On Quote attached hereto as Exhibit 1, the total compensation that may be paid to SunGard Public Sector pursuant to the Software License and Services Agreement shall be Eight Thousand Eight Hundred Eighty Dollars and 00/100 ($8,880.00).

Notes to Exhibit
[1] Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the Williamson County Vendor Reimbursement Policy, as amended and in effect at the time expenses were incurred. SunGard Public Sector's Travel and Expense will be invoiced on a monthly basis in arrears and due and payable as set forth in the Agreement.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Professional Services Fees: Due on completion

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

Williamson County, TX	**SunGard Public Sector, LLC**
BY: _____	BY: DocuSigned by: Lisa Neumann F4F503AE4002479...
PRINT NAME: _____	PRINT NAME: Lisa Neumann
PRINT TITLE: _____	PRINT TITLE: Controller
DATE SIGNED: _____	DATE SIGNED: 5/26/2016

DocuSign Envelope ID: 7CFFBB57-0BA4-4C87-A73F-DD4BB8E5EE2B

EXHIBIT 1

Add-On Quote

<Attach>

DocuSign Envelope ID: 7CFFBB57-0BA4-4C87-A73F-DD4BB8E5EE2B

EXHIBIT 1

SUNGARD®
PUBLIC SECTOR

Add-On Quote

Date	Quote #	Acct Mgr
04/07/16	BNBRQ2552	Brian Rennie

Quote Prepared For:

Williamson County, TX
Richard Semple
508 S. Rock Street
Georgetown, TX 78626
Phone: 512-943-1489

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	RMS-PROF-ADD	RMS Business Process Review	$7,680.00	$7,680.00	$0.00
Through Business Process Review (BPR), our most experienced consultants will work with your agency to review current business processes and offer recommendations to improve agency efficiency, and best practices for utilizing the SunGard PSJ Product Suite. The BPR includes needs assessment, analysis, and written documentation for optimizing how the agency uses SunGard CAD. Includes up to 3 days on-site, plus 2 days for prep and follow up for business plan.					
1	RMS-TE	Estimated Travel and Living Expenses for RMS	$1,200.00	$1,200.00	$0.00
Estimated Travel and Living expenses. Travel and Living expenses are budgeted for one travel day per trip and each day on site. The listed travel and living expense costs are a budget quote based on an estimate of the number of trips and the total number of days of on-site professional services that SunGard r provides. The Customer will be billed only for the actual cost of travel and living expenses per the terms of the contract. Changes or modifications to the project would be appropriately reflected in the travel and living.					

This quote is valid until 11/30/16

Total: $8,880.00 $0.00

SunGard Public Sector Inc.
4000 OSSI Court - High Point, NC 27265 -Phone: 336-878-1287 - Fax: 407-304-1272 - Email: brian.rennie@sungardps.com

Total: $8,880.00 $0.00

DocuSign Envelope ID: 7CFFBB57-0BA4-4C87-A73F-DD4BB8E5EE2B

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by SunGard Public Sector are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by SunGard Public Sector.

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Commissioners Court - Regular Session **61.**

Meeting Date: 06/07/2016

Sole Source Drake Communications

Submitted By: Max Bricka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Drake Communications Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of the Keystone Elections Interactive Voice Response (IVR) system and approving agreement between Williamson County and Drake Communications Inc.

Background

Recently our county Elections Department made a request for qualifying the sole source purchase of a Keystone Elections Interactive Voice Response (IVR) system from Drake Communications Inc. This system provides an automated method for registered voters to look up their specific voter polling locations. Drake Communications will provide the system hardware, installation, training, software and other needed services. Drake's system software is propriety and the Keystone product is not marketed, serviced, or resold by any other entity.

If approved. the Sole Source exemption will be effective for 60 months from the date of approval.

Quote for the Keystone system and 1st year start up costs (as listed in the quote and packet) is $71,800.
Annual Services Contact cost for each additional year after year 1 is $4,200 per year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Drake Sole Source Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	05/20/2016 08:05 AM
County Judge Exec Asst.	Wendy Coco	05/20/2016 08:55 AM
Form Started By: Max Bricka		Started On: 05/19/2016 04:19 PM
Final Approval Date: 05/20/2016		

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

5/19/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Drake Communications Inc.

Dear County Judge and Commissioners,

Recently our county Elections Department made a request for qualifying the **sole source purchase of a Keystone Elections Interactive Voice Response (IVR) system from Drake Communications Inc. This system provides an automated method for registered voters to look up their specific voter polling locations. Drake Communications will provide the system hardware, installation, training, software and other needed services. Drake's system software is propriety and the Keystone product is not marketed, serviced, or resold by any other entity.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration
- A signed Sole Source Justification Request submitted by Christopher Davis, Elections Admin.
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Christopher Davis, Elections Administrator.
- A quote for the first year's startup costs of $71,800.
- A services contact applicable to additional / future years at a cost of $4,200, annually.
- A notarized Certificate of Interested Parties (Form 1295) as required by the Texas Ethics Commission

The term of this Sole Source exemption will be effective for 60 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director
WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BIDSYNC
A PerfectBid Holdings Company

WILLIAMSON COUNTY

Bid #1604-074 - Intent To Deem Drake Communications As The Sole Source For Elections IVR System RFI

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Apr 28, 2016 10:54:32 AM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on May 13, 2016 3:00:00 PM CDT	**# of suppliers viewed**	**15** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	1604-074
Title	Williamson County, Texas - Sole Source - Drake Communications - Elections IVR
Contract Duration	One Time Purchase
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Drake Communications for the following items: **Elections IVR (Interactive Voice Response) System** **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 3:00 PM May 13th, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Williamson County, Texas intends to award a sole-source contract with Drake Communications for the following item(s): Elections IVR (Interactive Voice Response) System **Please Attach Any Supporting Documentation To This Line**

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Christopher Davis, Department of Elections

Requestor Title: Elections Administrator Requestor Phone Number: 512-943-1630

Requested Sole Source Supplier:

Company Name: Drake Communications, Inc.

Contact Name: Cecil Drake, President

Address 2435 Squire Place, Ste 400

City: Dallas State: Texas Zip Code: 75234

Phone Number: 972-243-2500 Email Address:

Website: http://www.drakecommunications.com/

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

The service is an Interactive Voice Response (IVR) telephone polling-place/registered voter lookup system. Scope of work will include installation, training, applications writing, script writing and message recording.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

We need this service to be delivered and installed by July, 2016. This will enable proper time for training and script preparation as we deploy this service for the November 2016 general election.

Estimated Cost: $71,800 (first year cost)

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- [x] The required item or service is proprietary to the supplier
- [ ] The recommended supplier holds the patent on the requested item(s)
- [x] The recommended supplier is the only supplier capable of performing the requested service
- [x] A specific item is needed
- [ ] To be compatible or interchangeable with existing hardware
- [ ] As a spare or replacement hardware
- [ ] For the repair or modification of existing hardware
- [ ] For technical evaluation or testing

- [ ] Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

N/A

- [ ] There is a substantial risk in selecting another product or service provider.

If so, please describe:

N/A

- [ ] It is not possible to obtain competitive bids for consideration.

If so, why:

N/A

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

No.

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

We discussed this IVR service with election departments from other counties in Texas, such as Bexar, Lubbock & Hidalgo counties. Without exception, they've been satisfied with this service.

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

We discussed this IVR service with election departments from other counties in Texas; such as Bexar, Lubbock & Hidalgo. Without exception, they've been satisfied with this service. We've also received interest in our department acquiring this service from both the county Republican and Democrat parties, as well as various comments of support from the voting public.

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 4/18/2016

Signature: Christopher Davis

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.



Drake Communications Inc.

202 W. McCart St. Suite 200
Krum, Texas 76249
(972) 243-2500 Fax (972) 247-2872
Sales office: 2435 Squire Place Suite 400, Dallas TX 75234

Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

April 19, 2016

Mr. Blake Skiles
Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, TX 78626

Dear Mr. Skiles:

See below our sole source statement that applies to your Elections Information System which the elections department is requesting.

Sole Source Provider

Drake Communications is the sole source provider of the Keystone Elections IVR System, and secret processes imbedded in the unique software that performs the Elections application so well. We provide the ongoing expertise and as well as lessons learned by Drake Communications, Inc. in maintaining of approximately 40 County Elections Information and Polling Place lookup IVR Systems nationwide, in order to maintain and keep fresh your IVR system with new data and services for the voter on a daily basis. **This Keystone product is not marketed or serviced and not resold by any other entity**

Please feel free to contact me if you should have any questions.

Thank you,

Cecil Drake
President

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Cecil Drake, who after being duly sworn on oath stated the following:

My name is Cecil Drake. My title is President of Drake Communications
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Keystone Elections IVR. I am the sole-source supplier of this item because: Secret Processes in the Software. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 19th day of April, 2016.

[Signature]

C.R. DRAKE President Drake Communications
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 19th April, 2016, by Lucia Battaile.
[Printed Name]

[Signature] Notary Public

State of Texas
My Commission expires on August 11, 2019

LUCIA BATTAILE
My Commission Expires
August 11, 2019

WILLIAMSON COUNTY
1848

Christopher Davis
ELECTIONS ADMINISTRATOR

April 18, 2016

Blake Skiles
Purchasing Specialist II
Williamson County Purchasing
901 S. Austin Ave.
Georgetown, TX 78626

RE: Letter of Recommendation for Interactive Voice Response (IVR) Phone System from Drake Communications, Inc

Blake,

As directed via your correspondence today, please consider this letter as my formal recommendation that Williamson County begin the sole source purchasing process for an Interactive Voice Response (IVR) phone system provided by Drake Communications, Inc.

If I can provide you or your department with any more information, please don't hesitate to contact me.

Sincerely,

Christopher Davis

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 104
Georgetown, Texas 78626
Phone 512.943.1630
Fax 512.943.1634
Email cjdavis@wilco.org



Drake Communications Inc.

2435 Squire Place Suite 400
Dallas, Texas 75234
(972) 243-2500 Fax (972) 247-2872

Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

4/14/2016

Blake Skiles
Purchasing Specialist
Williamson county, TX
blake.skiles@wilco.org

Dear: Mr. Skiles

Thank you for your contact. As a follow up for our conversation, this letter will provide information that we believe is pertinent to your making a decision for our product. System pricing for the Interactive Voice Response (I.V.R.) telephone polling place lookup system as I believe the elections department wants it outfitted is as follows:

16-PORT Basic System	**$59,500.00**
OPTIONS (described later in the text)	
Raid 5 system Hardware	No Charge if system purchased for the 2016 General Election
Registered Voter Lookup	No Charge if system purchased for the 2016 General Election
Elections Administrator Reporting System	$ 5,900,00
Robo Dialer for mass communications	$ 6,400.00

We have systems installed across the nation where we hold 90% of installs of this type. In the state of Texas we have system in Dallas County, Tarrant County, Bexar County, Lubbock County, and Hidalgo County.

Pricing includes all installation, training, applications writing, and script writing and recording. Delivery of the system will be approximately 30 days from date of order depending on our workload and your time line needs and responsiveness to our questions about scripting. Once the scripting is agreed upon the system will first be recorded in our offices and you will be given a number to call so that you may listen to and approve recordings. Other options are listed later in this document but I have no reason to believe the elections department wants to order any of them.

Training

Little training is necessary as we will manage and update your system to handle the needs as they develop day to day. We will adjust your system for different situational needs as they occur during the voting cycle. However you will need to be trained on:

1) How to reboot the system.
2) How to read the call statistics.
3) If you choose the Robo dialer we have local training for that the class will last about 2-3 hours.
4) Other day-to-day duties that might be necessary.

Ongoing Costs

Drake Communications will handle all day-to-day IVR chores for you during the first year after purchase included in your purchase price. In future years, this complete maintenance continues by your purchase of our Expert Management Agreement priced later in this proposal.

Data Needs

In order for Drake Communications to accomplish database management, you must send us, in ASCII, comma or tab delimited format a complete list of registered voters for each election including each voter's voting precinct, as well as a list of polling places and the associated precincts (preferably in a txt, csv or xls file). This information needs to be supplied after the close of each voter registration. When you complete your registration closing and approve the list, that registered voter data needs to be transmitted to the Drake FTP site in the database format that we will provide. When we receive it, we will format the information so that the IVR can work with it, we eliminate any duplicates of which there will be approximately two to five percent in most cases. Database preparation is included for the first full year, a part of the original purchase of your system. In subsequent years, it is included in our annual Expert Management Agreement fee.

Installation/Telecom Needs

The Keystone system connects through an Amphenol connector on a 25-pair cable. We provide a female connector with the first 25 pair used to connect to our distribution box. For each 25 ports of system, a connecting cable with a male ending would be necessary. The preferred type of telephone service is a terminal or lineal hunt group, which always rings the first number in the hunt group, which, if busy, hunts downward for the first free line (if no lines are free, the caller receives a busy signal). All lines in the hunt group should be call forwarded if no answer after 3 rings to the same number to the newly established number for live assistance. This provides a backup path in case the system fails to answer. The system also requires a VPN type connection for us to administer the system. A dedicated phone number for modem access which number should be presented on a RJ-11 jack would be a second choice. Our most common install is on Centrex and Plexar lines, however, we can also connect directly to **analog stations of any telephone switch including VoIP systems**.

Script Creation

The Keystone system will be assembled and work begun on the script upon receipt of your purchase order. Script creation begins with us furnishing you with samples of scripts currently used in other counties, or a generic script that is the framework from which we build your script. We will need a contact person with whom to work (either in person or by telephone) on these scripts and to determine the flow of calls through the application.

Sole Source Provider/Bid Items

Although other vendors could deliver an Interactive Voice Response (I.V.R.) System, Drake Communications is the **sole source provider of the Keystone IVR System,** and unique software that performs the Elections application so well. You will receive as an added benefit, the expertise and lessons learned by Drake Communications, Inc. in successful installations of over 30 County Elections Information and Polling Place lookup IVR Systems nationwide. **This Keystone product is not resold by any other entity.** Should a bid be required, vendors responding should be required to:

1) List at least five other county elections offices which they have installed similar systems.
2) That all PC hardware be industrial grade, rack mountable, and not home/office PC quality.
3) Delivery time should be no longer than 21 days from date of purchase order. A sample bid specification, can be supplied on request.

Warranty/Maintenance

At the time of purchase you will receive **Expert Management Agreement** services for the first 12 months at no cost. This will be renewed annually at the fees listed below.

Drake Communications Inc. keeps your system current through an **Expert Management Agreement** by which you contract with us complete maintenance of the Keystone IVR, including: hardware, troubleshooting and repair, recordings including polling locations, menus (menu changes to be designed by customer) creation of Keystone IVR compatible database from voter data provided by customer, system back up services and rebuilding of lost application files. This includes unlimited hours per year. If a trip to site is required a $400.00 trip charge applies.

As part of our Expert Management Agreement, D.C.I. will implement menu changes (recording, and routing) with written notification or a written confirmation of phone request from customer. D.C.I. will also handle program changes to fit situation specific needs. We require from your notice of any upcoming election, the name of the election and data for the election. In short, with just a small amount of help from you we will maintain your entire system, application, software, recordings and hardware. We will present a professional face for your department to be proud of and your public will love the ease and convenience with which they can now get information.

Expert Management Agreement – Voter Information IVR
Unlimited database, helpdesk, recordings, customer designed menu changes & system back-up

Port Size	Annual Cost	Monthly Cost
16	$4,200.00	$350.00
32	$5,400.00	$450.00
48	$6,600.00	$550.00
64	$7,800.00	$650.00

Expert consulting contracts for statewide applications carry an annual up charge of $1,500.00, regardless of port size. All Maintenance Agreements run from date of Delivery. Script writing and new application development incur normal billing charges of $240.00 per half hour.

Hardware

Keystone is housed in an industrial grade computer, rack mountable in a 19" rack or can be placed on a desktop. It has an internal network card and modem, allowing for remote diagnostics and repairs. Approximately 95% of all repairs can be done remotely. We provide service 365 days a year, 24 hours a day. We have a thirty-year record of customer service in the high volume call-processing field, which is our specialty. You will notice in our Expert Management Agreement, we expect to respond to emergencies within two (2) hours (24 hours a day) and non-emergencies within eight (8) working hours. We rarely use either of these time limits to deliver service.

Options

Registered Voter look-up option:

Callers may confirm their Voter Registration status at any time, off election etc. They input their date of birth and the house number at which they are registered. If not found the caller is given the option to get more information about requirements for becoming a registered voter, or given an opportunity to request a voter registration application by answering a few simple questions that allows us to know where and how many forms to mail. If found the caller is given information about any ID required to vote and given and option to confirm his name is on the rolls. The caller can always ask for transfer for live updating of registration with current address, etc.

This option is $5,750.00. This option is currently being offered at no cost with purchase of new system, through the general election November 2016.

Outreach Contact Dialer

This option uses existing lines connected to the IVR that are not currently being used for incoming call service to automatically place outgoing calls.

Benefits from this option are, it can be an enormously successful time saver when you no longer have to have staff make these calls: notification to poll workers that supplies are ready and where to pick them up, the ability to call poll workers with information on training classes, telephone notification to the polling place provider, the day before an election, a reminder to be on site so poll workers have access to the polling place on Election Day. To remind poll workers of what they need to bring back to the warehouse late on Election Day and what time they need to be there.

When the DC Board of Elections and Ethics, in Washington DC installed their new system, they had an unusual problem that has led to new uses for this option. Their contractor that printed the voter packet mailed to each registered voter printed it with an error, printing the wrong polling location to 5 different precincts. By using the phone number in the registered voter data list of the affected precincts, we were able to quickly develop an out dial program and verbal message which allowed the IVR to call everyone in those precincts and verbally tell them of the problem and correct the polling place information they had received by mail.

Another county had a Court order to extend polling place hours that came on Election Day due to weather conditions. The Outreach Contact Dialer dialed all the polling places and alerted the elections judges of the extended hours without tying up a single worker. This option is routinely used to mass communicate with Election Judges immediately prior to and on Election Day for all kinds of information dissemination.

The cost for installation of this software is $6,500.00 which includes onsite training.

Elections Administrator Reporting Package

This optional reporting package is designed to support the Elections Administrator, in knowing how to better serve the public and give the elections commission details on how the system is saving the department money everyday. It includes such things a reports on how many callers were answered by the system, to which areas (topics) of the system did callers visit, if requesting a polling place location how many received the information requested, if inquiring about their registration how many received the information they requested. How much time do callers spend in the IVR system getting information that would otherwise require live assistance? How many total callers visited the call center IVR and of that number how many still need operator assistance? These reports can be pulled for any time frame from hours up to one year of past activity. This option is $5.900.

Raid 5 Redundancy

If you would like to add **redundancy** to your system to ensure a more fail proof operation, we offer a RAID 5 version of the Keystone IVR for an additional $5,000.00. This gives you a three-hard drive system with data striped across all three drives. In the event any one drive fails we always have enough information on the two remaining drives to go on. It also provides two power supplies providing back up power from the second power supply if the first one fails. These are the two most likely problems you could experience with your system. Both the hard drives and the power supplies are external pull and plug units and hot swappable, without stopping service. This option is currently being offered at no cost with purchase of new system, through the general election November 2016.

Satisfaction Commitment

We are experienced in dealing with customers from East Coast to West Coast. We have no unsatisfied users of our product and as customer service is foremost in the minds of all of our customers, therefore it is foremost in ours. You will be happy, and your calling public will be happy, with our level of customer service. Should you have any additional questions please do not hesitate to call me, as I would be most happy to go over any of the above with you any time.

Sincerely,

Cecil Drake
President

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
ELECTIONS IVR SYSTEM
EXPERT MANAGEMENT
(Drake Communications, Inc.)

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 **Drake Communications, 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.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$4,200.00** per year.

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.

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 or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Vendor Statement of Work/Expert Management Agreement, which is marked Exhibit "A" and incorporated herein as if copied in full.

VII.

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:

1) Service Provider's Statement of Work/Expert Management Agreement, which is marked Exhibit "A"; and

2) To the extent applicable, the Williamson County Vendor Reimbursement Policy, as amended.

Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

VIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

IX.

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.

X.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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.

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 above.

XIII.

Severability: In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

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 Agreement, 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 Agreement 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 thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XV.

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 the signatures of all parties in duplicate originals this the _____day of_____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

Authorized Signature
C.R. Drake, President
Drake Communications, Inc.

Exhibit only

DRAKE COMMUNICATIONS, INC.
202 W McCart St., Suite 200
Krum, TX. 76249

EXPERT MANAGEMENT AGREEMENT

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT located at the Williamson County Elections and Registrar Office. Subject to the following terms and conditions:

EQUIPMENT: Elections Interactive Voice Response (IVR)

PAYMENT: For the Term of the Agreement, Customer shall pay D.C.I. as follows:

$4,200.00 (plus applicable sales taxes) per year, term beginning _____.

A. For equipment itemized, this payment shall cover: 1. All routine parts and labor required as a consequence of normal wear and tear. 2. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. 3. All recordings including recording of polling locations, menus (menu changes to be designed by customer). 4. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. 5. System back up services and rebuilding of lost application files. 6. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. 7. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**

B. Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.

Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of $400.00 will apply. Service to non-maintenance customers is $480.00 per hour.

C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement

RESPONSE TIME GOAL:

D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:
a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

EXCLUSIONS FROM MAINTENANCE:

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. in connection with the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also not covered are improper

Exhibit only

wiring, installation, repair or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

NOTICES:

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

TERM:

This agreement will automatically renew annually at the then current Expert Management Agreement rate as applicable. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

SUCCESSOR OF PARTIES BOUND:

This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

SPECIAL CONDITIONS:

DRAKE COMMUNICATIONS, INC.

By: _____

Title: President

Date: 5/19/2016

CUSTOMER

By: _____

Title: _____

Date: _____

Billing Address: _____

Equipment Site: _____

Contact Person: _____

Telephone # _____

Fax # _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-58737

Date Filed:
05/19/2016

Date Acknowledged:
05/19/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Drake Communications, Inc.
Krum, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1604074
IVR for Williamson County Elections

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Commissioners Court - Regular Session **62.**

Meeting Date: 06/07/2016

Approver Boiler Repair Service Contract per TXMAS contract TXMAS-15-03FACC01

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between MTech and Williamson County Facilities for Boiler Repair Services per TXMAS contract number TXMAS-15-03FACC01 for a total purchase price of $19,800.00.

Background

Per MTech quote 2016-7168, this is to repair Laars boiler number 2. They will remove existing heat exchanger and install a new one, install new Fire brick walls and 4 burners and burner trays, repipe the inlet and outlet and install 2 circuit setters, wire 2 remote Aquastat on tank, move the gas isolation valve so that boiler number 1 can continue working and check gas pressure.

Quote is attached with a total price of $19,800.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Vendor Quote

1295 MTech

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/25/2016 02:48 PM
Form Started By: Jewel Walker		Started On: 05/24/2016 09:43 AM
Final Approval Date: 05/25/2016		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR BOILER REPAIR

(TX-MAS-15-03FACC01)

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 **Mtech Comfort Systems USA** (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.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated May 5, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $19,800.00, 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.

VI.

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*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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.

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.

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 or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated May 5, 2016, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

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.

XI.

Termination: This agreement 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.

XII.

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.

XIII.

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 XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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 Agreement, 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 Agreement 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.

XVI.

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 the signatures of all parties in duplicate originals this the _____ day of _____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

Proposal

|Phone: 512.929.7090|1720 Royston Lane, Round Rock, TX 78664|TACLA021308C|TACLA0020760C|M-18971|TECL 29725|

Date: May 5, 2016

Proposal Number: 2016-7168

TXMAS-15-03FAC01

Customer: Williamson County

Attention: Toby Bonnet

Location: Williamson Jail House
306 W 4th Street
Georgetown, TX

Email: tbonnet@wilco.org
Phone: 512-654-1495

Project Name: Boiler Repair

Scope of Work:

- This proposal is to repair the Laars boiler #2
- We will remove the existing heat exchanger and install a new one
- Install new Fire brick walls and 4 burners and burner tray
- We will repipe the inlet and outlet and install 2 circuit setters
- We will wire to the new remote Aquastat on tank to operate boiler off and on temp operation
- We will move the gas isolation valve so that Boiler #1 can continue working while repairs are being made
- After all repairs and piping are complete we will perform a start up on the boiler, check gas pressure settings and confirm all safety features are working properly

Includes:

- Heat exchanger, new tiles, T&P, pipe, fittings, circuit setters, aquastat and labor

Exclusions: **Overtime, electrical, gas main valve and condition of tank, anything that is not working Correctly on the boiler outside of the above scope**

Quoted Price ..... **$19,800.00** (excluding tax)

Prepared by:

Paul Wilson

Email: paul.wilson@csusa.us

Phone: 512-680-2878

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-60582

Date Filed:
05/24/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mtech
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-7168
Boiler Repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
MARYBETH BARRETT
Notary Public
STATE OF TEXAS
My Comm. Exp. September 29, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Jennifer Haviland
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Cust. Care Account Mgr, this the 24th day of May, 20 16, to certify which, witness my hand and seal of office.

Marybeth Barrett — Signature of officer administering oath
Marybeth Barrett — Printed name of officer administering oath
Credit & Collection Specialist — Title of officer administering oath

Commissioners Court - Regular Session **63.**

Meeting Date: 06/07/2016

Acknowledge Advertisement For Jail Commissary RFP

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge advertising by the Purchasing Director for the Sheriff to receive proposals of Commissary Services for the Williamson County Jail, RFP # 1605-084.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	05/25/2016 03:26 PM
County Judge Exec Asst.	Wendy Coco	05/26/2016 09:34 AM
Form Started By: Thomas Skiles		Started On: 05/25/2016 08:52 AM
Final Approval Date: 05/26/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Jail Commissary Service For Williamson County Sheriff

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jul 8, 2016 3:00:00 PM CDT
PROPOSALS WILL BE PUBLICLY OPENED:
Jul 8, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Proposals 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 proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this proposal.

All electronic proposals must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Respondents are strongly encouraged to carefully read this entire RFP.

Electronic proposals are requested, however paper proposals 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, Proposals and Proposal 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 RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Proposal.
- ✓ **Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Proposals will be publicly opened in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent'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 RFP will be posted on 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 1605-084
Jail Commissary Service For Williamson County Sheriff

Bid Number	**1605-084**
Bid Title	**Jail Commissary Service For Williamson County Sheriff**
Bid Start Date	**In Held**
Bid End Date	**Jul 8, 2016 3:00:00 PM CDT**
Question & Answer End Date	**Jul 6, 2016 5:00:00 PM CDT**
Bid Contact	**Kurt Showalter** **512-943-1359** **Kshowalter@wilco.org**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**1 year**
Pre-Bid Conference	**Jun 22, 2016 10:30:00 AM CDT** **Attendance is optional** **Location: Williamson County Sheriff's Office** **508 S. Rock St.** **Georgetown, TX 78626**
Bid Comments	**Jail Commissary Service For Williamson County Sheriff**

Item Response Form

Item	**1605-084-01-01 · Please Attach All Proposal Documents To This Line**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified **Qty** 1

Description
Please Attach All Proposal Documents To This Line

1. RESPONSE FORMAT AND SUBMISSION

1.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

1. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
2. The least amount of plastic/laminate or other non-recyclable binding materials
3. Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

1.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
5. Price Sheet
6. References: Identification of three (3) references within the last 4 years for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
7. Conflict of Interest Questionnaire
8. Proposal Affidavit and Addenda Acknowledgement
9. Signature Page
10. Attach your entities Sample Contract

1.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

a) Name and address of individual or business entity submitting the Proposal;

b) Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);

c) Place of incorporation or organization, if applicable;

d) Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;

e) Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;

f) The Respondent's Federal Employer Identification Number;

g) A commitment by the Respondent to provide the services required by Williamson County;

h) A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

1.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

1.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement in accordance with this RFP.

1.6 Certificate of Interested Parties

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form notarized
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

1. notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

1.7 Ethics

The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

1.8 Delivery of Proposals

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 for further information.

If mailed or delivered in person, Proposals and Proposal 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 RFP, to:
Williamson County Purchasing Department Attn:
PROPOSAL NAME AND NUMBER
901 South Austin Avenue Georgetown,
Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud. Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP. Be sure your Proposal package is complete.

2.2 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.3 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

2.4 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

2.5 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

2.6 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

2.7 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

2.8 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

2.9 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

2.10 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

2.11 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.12 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. Respondent should be able to meet the following requirements:

a) have adequate financial resources, or the ability to obtain such resources as required;
b) be able to comply with the required or proposed delivery schedule;
c) have a satisfactory record of performance; and
d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 Silence of Specifications

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.15 References

Williamson County requires Respondent to supply a list of at least three (3) references within the last 4 years where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

b) "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.

c) "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").

d) "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.

e) "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.

f) "Respondent" – A person or entity who submits a Proposal in response to this RFP.

g) "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.

h) "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

3.3 TERMS AND CONDITIONS

3.3.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.3.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

3.3.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

3.3.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

3.3.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

3.3.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

3.3.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

3.3.8 Termination

a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

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

3.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

3.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

3.2.14 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS

THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OFRESPONDENT ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL RESPONDENT'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED SUCCESSFUL RESPONDENT TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL RESPONDENT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL RESPONDENT UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor' under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County , and that the Successful Respondent and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

3.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department

Max Bricka, Purchasing Agent (or successor)

901 S Austin Ave.

Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

3.2.22 Sales and Use Tax Exemption

Williamson County is a corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein be incorporated by reference as if set forth verbatim herein.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

3.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.30 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office,

Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

3.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

3.2.36 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Williamson County Sheriff's Office Jail Commissary Service Proposal Specifications

The Sheriff is requesting proposals for Off-Site Commissary Services. These services must include a computerized Trust Fund Accounting System.

Williamson County Jail's primary objective is for a contract commissary to operate in an efficient and effective manner maintaining the security of the Williamson County Jail and to obtain a quality Trust Fund Accounting System adequate to meet the requirements of the Proposal.

The costs related to the commissary services and the Trust Fund Accounting System should be covered in the selling prices of the commissary products to the inmates. The prices of the commissary items must fall within a reasonable, market price philosophy and provide a profit to the County.

The best overall proposal will be determined in meeting the specifications, qualifications, requirements, and standards in this Request for Proposal, in addition to the product menu with item selling prices, and the commission rate that is to be paid to the County.

Please provide proposal responses to all of the specifications, qualifications, requirements and standards listed below.

1. References

a. **Total Number of Facilities and Inmates Served**

   i. **Vendor should provide a total number of accounts and inmates served for each service/technology requested (ex. Bagged offsite commissary service, deposit services, debit card release) in Texas**

b. **Mandatory Minimum Commissary References**

   i. **The vendor must provide a minimum of 5 references, of current bagged offsite operations**
   ii. **Name, contact, number, ADP, and a brief summary of the operation and services provided should be included.**

c. **Minimum In-State Required References**

i. **Vendor must provide commissary services to a minimum of 5 facilities in the state of Texas. Name, contact, number, ADP, and a brief summary of the operation and services provided should be included.**
ii. **Each reference will be graded on various performance criteria such as: quality of services, quality of product, quality of services verses a previous vendor, staffing sufficiency and efficiencies, technology/services promised vs. technology/services provided and quality of integration or technology services.**

2. Operations

a. **On-Site Employees**

i. **The vendor's on-site management and staff must be dedicated exclusively to the purpose of providing commissary services.**
ii. **Vendor must staff 1 full-time onsite manager dedicated to commissary services at Williamson County only.**

b. **Start-Up / Transition Plan**

i. **Vendor shall provide a startup/transition plan which details and provides time frames for all proposed services, systems, software, labor, and equipment.**
ii. **The Vendor must provide references and past experience that demonstrate the vendor's ability to successfully perform the proposed startup/transition plan.**

c. **Operational Plan**

i. **Orders will be processed via Phone Order Entry- PIN Based**
ii. **Orders to be printed, processed and delivered from vendor owned distribution center in Texas within 200 miles of the Williamson County Jail.**
iii. **Vendor shall include in their references at least 5 similar size operations to Williamson County in Texas serviced from an offsite warehouse location**

iv. **Vendor shall provide a detailed operational plan and schedule for processing and delivering the weekly commissary orders, in a complete and timely manner.**
v. **Accompanying this must be information from a facility with a similar plan that the vendor has operated.**
vi. **A contact name and number from the facility must be included.**

d. **Back – Up Plan**

i. **Vendor shall describe its' backup plan in the event of an interruption in the following areas and/or services:**

a. **Primary facility**
b. **Inventory**
c. **Distribution (transportation)**
d. **Receiving and shipping**
e. **Computer technology and hardware**
f. **Management staff**
g. **Employee staff (order processing and delivery)**
h. **On-site staff**

e. **Employee Hiring Practices**

i. **The vendor must describe their hiring practices for employees which will service the facility including on-site staff and warehouse staff, including but not limited to the following:**

a. **Number of staff**
b. **Years of service**
c. **Experience and qualifications**
d. **Employee retention/turnover**
e. **Rates of pay, bonus plans/incentives**
f. **Departments, number of staffing, supervision, and management**
g. **Job descriptions**
h. **Background checks**
i. **Drug testing**

3. Warehouse

a. **Warehouse Security**

i. **Vendor should provide warehouse security procedures including how many points of access are open to the warehouse, security systems utilized, security access to the warehouse, internal and external camera systems utilized, employee policies and procedures, employee hiring policies (drug tests, background checks, credit checks, etc.), security measures taken on contraband products (tobacco, if stored at the warehouse, tools utilized by workers, etc.), outside vendor access points to the warehouse, etc.**

ii. **Vendor receiving, packaging and shipping areas should be monitored by a closed circuit television system at all times. All videos should provide a date and time stamp and the ability to identify staff.**

b. **Capabilities**

i. **Vendors should provide the vital statistics of the warehouse that will service the facility.**
   1. **Square footage**
   2. **Time the vendor has operated**
   3. **Number of employees including management. Include a organizational chart**
   4. **Average daily inventory value**
   5. **Number of total products carried in the warehouse**

ii. **Vendor must provide locations, size, and daily inventory value of back up warehouses to be used for product in the case of an emergency.**

iii. **Servicing warehouse must be located within 200 miles of the facility**

c. **Site Visit**

i. **Site visit to vendor servicing warehouse will be allowed to facility staff to verify the responses to the requirements above.**

d. **Increase/Product Changes**

   i. **Vendor must maintain the commissary pricing submitted for the first year of the contract.**
   ii. **Increases in commissary product pricing will only be allowed on anniversary dates of the contract renewal starting on year one of the contract. Price increases will be made only after the facility has reviewed the suggested increases and approved said suggestions. The facility reserves the right to reduce the increases or deny increases that are viewed as exorbitant.**
   iii. **The facility and the awarded vendor should meet annually or as needed to review product offerings and permit product changes with approval. Products are continuously improving and being enhanced, with this policy, the facility can be assured they have the most advanced and security friendly products in the market**

4. Products

a. **Product should be conducive to a correctional environment.**
b. **Preference should be given to products that have clear packaging, are re-sealable and packaged in pouches. Should be noted on the required price form**
c. **No metal, glass or alcohol should be used in any products.**
d. **Vendors should have a dedicated product development team with a proven track record for developing new products that coincide with the mission and goals of the facility.**
e. **Vendor should provide a list of products they have developed specifically for the correctional marketplace to include the manufacturers and contacts that they worked with to develop these products.**
f. **Vendors must have the proven ability, resources, and distribution network to maintain sufficient inventory for a bid of this size and scope.**
g. **Vendor should provide the commissary skus it inventories at the pulling warehouse and the daily inventory in dollars. This will ensure product diversity and ample stock to reduce product out-of-stocks.**
h. **Vendor must be able to provide a vast selection of both name brand and private label products to ensure product quality and affordability for all inmates.**

5. Technology

a. **Integrations**

i. **Vendor shall provide previous experience in successfully integrating with jail management system Odyssey (Tyler Technology) at no cost to Williamson County**
ii. **Vendor must have an existing interface with Odyssey.**
iii. **Two computer workstations and two printers must be provided to facility staff.**

6. POE- Phone Order Entry Commissary Operations and Phone Time Purchases

a. **Commissary vendor agrees to interface commissary and/or banking software to process real-time Debit calling time purchases with County ITS contractor. This interface must allow inmates to place Debit calls using funds in their inmate trust account, without the need to establish a separate Debit calling account. Sufficient funds to place a phone call must be verified and placed on hold before each call is connected, and then transferred from the trust account to the ITS in real time, immediately upon completion of each call, and in the exact amount of the call. Rounding or transferring funds in whole-dollar increments will not be permitted, except in the event that the actual cost of a completed call is a whole dollar amount. In no case will funds be transferred before the conclusion of the phone call, and there must never be a need to issue a refund from the ITS to the inmate trust account for unused funds.**
b. **This interface must also allow for automated commissary ordering over the phone, using automated operator prompts to enable inmates to make commissary purchases using any standard inmate telephone. The commissary ordering module must confirm sufficient funds in the inmate's trust account before allowing a sale to occur.**
c. **Vendor should provide a list of all facilities where current utilizing POE commissary operations are in place, list should include: name of facility, ADP, contact name and number.**

7. Deposit Services

a. **Deposit Kiosk – vendor must provide standalone floor model kiosk to the county at no cost.**

1. **The kiosk should be able to accept cash and credit/debit card deposits by friends and family members of inmates to be located in the jail public lobby.**
2. **The kiosk must be equipped with a camera to capture picture of each depositor.**
3. **The deposits must post in the Jail's Inmate Accounting system in real time.**
4. **All funds deposited must be guaranteed by the vendor.**
5. **All costs of the hardware and installation are the winning Vendors responsibility. The Jail will be responsible for the electrical and data drop cost.**

b. **Deposit Kiosk questions**

i. **Who collects the funds from the kiosk and how often are these funds picked up?**
ii. **Does the deposit kiosk provide a receipt to the depositor?**
iii. **Does the deposit kiosk identify or take pictures of depositors?**
iv. **Describe the location and staffing for your call center.**
v. **What are the service fees charged to the depositor?**

c. **Alternate Service Deposit Methods**

i. **Vendor must provide alternate service deposit methods for family and friends of inmates to post monies to inmate accounts. The following must be available:**

d. **Phone**

i. **A call center using a 1-800 number in which family and friends can use a credit card to deposit funds into an inmate's account.**

The call center must be bilingual (English & Spanish) and call center

e. Internet

i. Designated website for family and friends to use a credit or debit card to deposit funds directly to an inmate's account

8. Release Cards

a. Debit Release RFP Specs

i. Debit release cards must carry the MasterCard® or Visa® logo.
ii. Debit release card must be FDIC insured.
iii. Service must provide immediate access to funds.
iv. Release cards must provide the ability to make both pin based and signature based transactions.
v. Both pin based and signature based transactions must be free of charge to the cardholder.
vi. Release cards must allow a FREE cash back option with a Point of Sale Purchase.
vii. Release cards must allow for Access to surcharge Free ATMs. (from provider)
viii. Release cards must allow for the removal of the entire card balance by visiting any financial institution that is a MasterCard principal member.
ix. Release cards must have a toll-free customer service number located on the card. Customer service must be bi-lingual and accessible 24x7x365.
x. Release cards must have 24x7x365 account access.
xi. Facility staff must be able to access a secure website for the purpose of loading the inmate funds onto a debit release card.
xii. Vendor must provide a card swipe that will allow the facility staff to populate the debit card number on the website to reduce human error.
xiii. Facility must have access to reporting needs 24x7x365 via the secure website.
xiv. The debit release card program must be offered at no cost to the Agency.
xv. Release cards must be able to load a maximum of $9,900.00.

xvi. **A Minimum load balance of $.01.**
xvii. **If reported lost, the provider can de-activate card and send them the remaining balance at time of deactivation to the inmate.**

9. Data

a. **Vendor must provide the ability for authorized staff to see connections between inmates and senders and transaction history.**
b. **Tool must automatically be applied to all payment and messaging information.**
c. **Tool must provide the facility with the sender's email address, street address, and total messages sent and total deposits made as well as who else they have sent messages to or deposited money to. It must also provide the sender's computer IP address.**
d. **Tool must be a web based program so authorized facility staff are able to view from their own desktop computer 24/7.**
e. **Information must be provided online in real time.**

10. Inmate Accounting Software Specifications

a. **The vendor must employ its own in-house staff and provide current staffing levels employed to perform the following services in support of the Inmate Trust and Commissary Software System.**

i. **24 x 7 x 365 First Contact Support**
ii. **Level 2 – Escalation Support**
iii. **Data Center Services Support**
iv. **Project Management and Training Support**
v. **Engineering and Software Defect Support**

b. **Vendor must own and support their software**

Regardless of the method of order entry all of the following commissary controls must be available.

Type of Restriction	Description	Example	Scope
Quantity per order	Any Item may be restricted to any quantity.	For instance, any inmate may be restricted to no more than 2 2-pack Tylenols per order	Per inmate, per order
Quantity per time span	In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.	For instance, any inmate may be restricted to no more than 4 2-pack Tylenols over a 60-day period	Per inmate, per item, per time span
Orders per time span	Any inmate may be restricted from placing any number of commissary orders over any time span in days.	For instance, any inmate may be restricted to no more than four orders in thirty days	Per inmate, per time span
Disallowed item	Any item may be restricted entirely from a given inmate	For instance, any inmate may have smoked sausage restricted entirely so that none may be ordered	Per inmate, per item
Category Quantity Restriction	Any inmate may be restricted to a given quantity of a collection of related items	For instance, any inmate may be restricted to ordering up to 7 candy items	Per inmate, per category
Category Age Restriction	Any inmate may be completely restricted from ordering a class of items on account of age	For instance, any inmate less than 19 years of age may be restricted entirely from purchasing tobacco products	Per inmate, per category
Spending Limit Restriction	Any inmate may be restricted to a maximum dollar amount to be spent per order	For instance, any inmate may be limited to spending no more than $50 per order	Per inmate, per order
Spending Limit over timespan	Any inmate may be restricted to a maximum dollar amount to be spent per week or month	For instance, any inmate may be limited to spending no more than $50 per order and no more than $150 per month	Per inmate, per timespan
Spending Limit Override	Any inmate may be granted a spending limit override to order a given item	For instance, any inmate may be allowed to spend up to $40 on a tennis shoes, which amount does not contribute	Per inmate, Per item

		to the spending limit for the rest of the items ordered	
Restriction Grid by Housing Location, Gender and / or Age	Entire restriction grids including combinations of any of the above restrictions can be applied automatically during the scan process based upon an inmate's location in the facility, gender or age	For example, an inmate in a female only pod can be automatically assigned to a female restriction profile without user intervention.	Per inmate, Per grid
Indigent Items	Indigent purchasing requires both the item and the inmate to be classified as indigent. Commissary indigent inmate classification is determined instantaneously at time of order based on the current balance, indigent item purchasing may be controlled both at time of order and over a timespan	For example, an inmate with a current balance of $2.25 may be classified as indigent at time of order, but the indigent items desired may be restricted to one per order or one every 14-days, etc.	Per Inmate, Per grid, Per item

11. The Inmate Banking System must have at minimum the following features and controls

a. Authorization Controls

i. Separately authorize-able functions ranging from access to groups of accounting transactions to cash management and GL functions to inmate property controls.
ii. Independent user authorization IDs that can be added to user-defined groups for ease of management and change control
iii. Application idle timeouts with automated logoff
iv. Independent workstation authorizations that can be added to workstation groups to limit activities in sensitive areas such as cash handling, check writing
v. Inquiry only modes to prevent unauthorized updates to inmate and/or General Ledger Accounts
vi. Each financial transaction retains the user id, station id, timestamp, and unique numeric record key.

b. Active Real Time General Ledger

i. Access controlled by user ID and station ID
ii. Enforced Dual Entry Accounting
iii. Summarization of transaction amounts by month, year
iv. Trial Balance from any date to any date

c. Check Register and Bank Reconciliation

i. **Ability to use pre-numbered or blank check stock**
ii. **Ability to record bank account, routing, and check ID with magnetic ink printing technologies to ensure that all checks recorded to the system are printed from the system**
iii. **Simple and Advanced on-line query capabilities including dollar ranges, date ranges, check number ranges, payee wild card search, inmate issuing check, and transaction type**
iv. **Ability to update status to cleared, voided, expired**
v. **Automated Bank to Book Reconciliation with the ability to record and retain bank opening and closing balances and dates, documents cleared, bank charges and credits.**
vi. **Positive pay check issue transfer to allow bank to flag possibly fraudulent checks**
vii. **Automated bank reconciliation capabilities to receive check and deposit status in electronic format from bank**

d. Transaction Controls

i. **Ability to set out of range transaction warnings**
ii. **Ability to apply holds to suspect deposits**
iii. **Ability to limit the transaction types viewable from data entry panels based on user ID and station ID**
iv. **Automated account close features to avoid errors in applying closing amounts**
v. **Ability to Encumber funds for Release Aid**
vi. **Pending commissary order amounts reserved to avoid over-spending the inmate's balance**

e. Integrity and Audit Trail

i. **Each financial transaction relating to an inmate account must include at minimum the inmate's account code and the date, amount, timestamp, workstation ID, officer ID, description, receipt number, cross-reference to related transactions (e.g. recoverable, bank reconciliation, general journal, etc), and the transaction code (e.g. DEPCASH, DEPMO money order, EPR electronic commissary purchase, ERF refund, CHECK, etc.**

[these transaction codes must be both unlimited and 100 percent user definable]).

f. Real-Time General Ledger

i. **The software must provide an unlimited number of user defined accounting transactions and an unlimited number of user defined General Ledger Accounts. This enables the establishment of both a Chart of Accounts and standardized transaction events that affect these accounts, including adjusting and closing entries, transfers from subsidiary ledger accounts to General Ledger Accounts, clearing accounts that can accept closing entries at the end of an accounting period.**

g. Journal Structure and Fiscal Periods

i. **Transactions related to inmate accounts must be summarized in the General Journal under a single master account, viewable and printable at various user screens throughout the Inmate Accounts module and subject to ad hoc query capabilities.**
ii. **General Journal transactions must be grouped by Account in the General Journal and summarized by month and year.**
iii. **Using the trial balance feature of the General Journal, transactions must be capable of being grouped and reported on for any time span, including accounting periods asynchronous to common calendar spans such as months and years.**
iv. **For example, the GL Trial Balance Feature may be employed to group transactions by a Fiscal year such as October 01, 2006 - September 30, 2007, or into smaller accounting periods such as five-week 'months' for reporting purposes.**
v. **General Journal reporting must also be context sensitive, such that users can produce reports based on multi-selected line items in summary or detail amounts at the General Journal View.**

h. Encumbered Funds for Release

i. **The Banking system must allow the facility to create and fund one or more encumbered funds pools for reserving monies per inmate to be disbursed either at time of release or for other future financial**

obligations.

ii. Encumbering of Funds must be available as a percentage of incoming deposits

iii. Encumbering and Releasing of funds must also have a manual override to allow for on-demand encumbrances and payments from encumbered funds

i. Financial Responsibility for Court Ordered Payments

i. The Banking system must allow the facility to create financial responsibility contracts and assign them to inmate accounts for the purpose of charging the inmate for recurring financial obligations

j. Recoverable Transactions and Inmate Debts

i. The Banking system must allow the facility to charge any number of user-defined read-only flows of Intake, Release, and Housing information from the OMS/JMS system

ii. File Based

iii. Real Time

iv. Read-only flows of Inmate identification, funds balance, housing and privilege level information from the OMS/JMS system to the Commissary system. In turn the Commissary system forwards inmate purchase and refund transaction information to the OMS/JMS inmate banking system.

v. File Based

vi. Real Time

vii. Centralized Secure flows of information from the Inmate Banking System to on-line depositors for inmate lookup. In turn secure flows of deposit information from the Centralized service to the Inmate banking system for both individual deposits and ACH transfers

viii. IVR phone interface / connection between premise-based or centralized phone system and commissary order entry system

ix. Phone debit interface / connection between premise-based or centralized phone system and Inmate Banking system

x. **Sales export / import interface between commissary system and the inmate phone funding system**

xi. **Recoverable transactions (including but not limited to Indigent Purchases) to an inmates account when the inmate does not have the funds to make payment for the charge.**

xii. **The Banking system must create a receivable account for each inmate and track this account until full payment is made.**

xiii. **The Banking System must recover based on the facility's rules, any funds that are owed to the facility at various points as transactions occur.**

a. **Payment at Charge Time – Any given recoverable type may be enabled to collect all or part of the amount assessed at the time of the assessment. If the inmate has no money in his or her personal account, the amount of the assessment will be stored as a recoverable amount. If only a portion of the assessment was collected, the uncollected portion will remain as a recoverable amount.**
b. **Future Collection of Unpaid Amounts - Amounts uncollected at charge time may be recovered from future deposits based on a percentage of the deposit, prioritized by assessment type or by a percentage allocation to various assessment types. The user may also set a minimum balance to be retained to allow for commissary or other purchases and disbursements**
c. **On-Demand Collection – The Inmate Banking System will allow the authorized user to selectively recover unpaid amounts from the current inmate account balance.**
d. **Collection at Time of release – Remaining uncollected recoverable amounts may be collected during the account closeout process, also prioritized by charge type.**
e. **Collection at Time of Reinstatement – Remaining uncollected recoverable amounts may be collected during reinstatement should the inmate return to the facility at a future date**
f. **Recovered amounts must be accumulated in a real time General Ledger account. From the collected GL account(s) users of the system may disburse a check to clear the balance owed to the State or other service providers or authorities.**

12. Texas Commission on Jail Standards Guidelines

a. **Each proposer shall certify the following in its proposal submission:**

i. **The Sheriff or a member of his immediate family does not have an actual or potential financial interest in the contract subject of this proposal, including prospective employment of a contract participant or family member.**
ii. **The Sheriff has not solicited or received personal gifts or gratuities from the proposer.**
iii. **The Sheriff has not been employed by, or agreed to work for, the proposer, while still holding the office of Williamson County Sheriff.**
iv. **To proposer's knowledge, the Sheriff has granted all competitive suppliers equal consideration insofar as state statute, county and institutional policy permit.**
v. **To proposer's knowledge and to the extent the Sheriff has had past business dealings with the proposer, the Sheriff has conducted such business with the proposer in an atmosphere of good faith, devoid of intentional misrepresentation.**
vi. **The proposer knows and will obey the letter and spirit of laws governing commissary contracts in Texas.**
vii. **The proposer will make every reasonable effort to negotiate equitable and mutually agreeable settlements of controversies with the Sheriff if such proposer is the successful proposer.**
viii. **The proposer will treat with discretion all information obtained in confidence.**
ix. **Make the contract subject of this proposal accessible to the public as a public document.**
x. **Agree to yearly audit of the commissary fund by the county auditor and/or outside audit firm, as set forth above.**
xi. **The proposer shall foster fair, ethical and legal trade practices.**

13. Commissions

The Williamson County Sheriff's Office shall receive monthly commissions from the successful proposer based on monthly net sales less any refunds, allowances, or adjustments for return services. Net sales are defined as gross sales less any applicable sales tax and items sold at or near costs (i.e., stamps, stamped envelopes). The successful proposer shall provide any documentation reasonably requested by the Sheriff or the County Auditor to support the calculation of commissions.

Gross receipts shall be construed to be all monies received from the sales of merchandise, products or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes.

The proposer shall notify the Sheriff, in writing, of any requested adjustment to the contract unit prices. Per the Sheriff's approval, price adjustments will be made. The written notification must include the effective date of the adjustment and provide documentation justifying said increase or decrease.

Commissions must be paid monthly or at a mutually agreed upon interval with the Sheriff.

14. Special Provisions

a. **The Williamson County Sheriff's Office does not guarantee the purchase of any minimum quantities.**
b. **In the event the successful proposer is unable to furnish any item within a reasonable time after order is placed, the Sheriff reserves the right to spot purchase these items from the source of their choice without causing this contract to be canceled.**
c. **Commissary items considered shall be descriptive, not restrictive, and is indicative of the type and quality the office desires to purchase. Substitution items of like quality shall be approved by the Sheriff and/or his designee prior to substitution otherwise stated the Sheriff shall assume the vendor shall supply the items as listed.**
d. **The County will not be responsible for buying any items of excessive stock upon termination of this contract.**
e. **The successful proposer is required to immediately notify the Sheriff of product liability warnings or notices.**
f. **Items offered in the commissary must meet the following specifications**
g. **Food items shall be wrapped/packaged and dated for individual consumption.**
h. **All containers shall be made of non-breakable material and clear where available.**
i. **Combs and hair picks shall be made of non-breakable plastic no longer than six (6) inches.**
j. **All consumable products shall be nonalcoholic (mouthwash etc.)**

k. **The successful proposer shall provide a method of handling "restocking" for items that have been ordered but received after the inmate has been released.**

15. Evaluation Criteria

Overall Menu Pricing (20 points)
Responses to Specifications (40 points)
Commission to County Jail (30 points)
Years of Experience in Corrections Environment (10 points)

16. Miscellaneous Provisions

In addition to the Terms and Conditions set forth in the Request for Proposals, the following Miscellaneous Provisions shall apply:

a. **In the event this contract is terminated by either party, the time frame must be such that there is no disruption of service between the termination of the existing services and the implementation of an alternate commissary service.**
b. **Contractor's personnel who have criminal histories and/or ties or associations with known criminals will be disqualified. The Sheriff has the right to refuse to allow an employee of the successful proposer to work inside of the Williamson County Jail should the Sheriff believe that he/she is a security risk.**
c. **The Williamson County Sheriff's Office reserves the right to inspect the stock for contraband at any time before acceptance and/or during deliveries to the inmates. Introduction into the Williamson County Jail of contraband or prohibited items in any way will be cause for immediate termination without notice.**
d. **Facilitating or assisting an escape or escape attempt will be cause for immediate termination of without notice.**
e. **Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:**

Sheriff: **Williamson County Sheriff**
508 South Rock Street
Georgetown, Texas 78626

Proposer: **At the address provided in the proposer's proposal**

f. **By submitting a proposal in response to this Request for Proposal, proposer represents and warrants to Williamson County and the Sheriff that it possesses the legal authority to enter into this contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize the proposer's signatory to bind proposer to the terms hereof; and that he/she is duly authorized to contract on behalf of proposer.**

g. **This contract may be amended only by written instrument signed by the Sheriff and the successful proposer. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE SHERIFF HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE SHERIFF.**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared ,(*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said (*Name of Respondent*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:

Address of Respondent:

Email:

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

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

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

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1605-084 - Jail Commissary Service For Williamson County Sheriff

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **64.**

Meeting Date: 06/07/2016

Approve Contract for Irrigation Repair per City of Georgetown ILA 201222

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving contract for irrigation repair between American Irrigation Repair, LLC and Williamson County Facilities per the City of Georgetown ILA, IFB 201222. The cost is not to exceed $12,000.00.

Background

The not to exceed amount under this agreement is $12,000.00, unless amended by a change order and approved by the Williamson County Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

City of Georgetown Contract 201222

1295- American Irrigation Repair

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/26/2016 09:34 AM
Form Started By: Jewel Walker		Started On: 05/25/2016 04:23 PM
Final Approval Date: 05/26/2016		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR IRRIGATION REPAIR (American Irrigation Repair LLC) (COG IFB #201222)

THIS SERVICES CONTRACT (hereinafter "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 **American Irrigation Repair, LLC**, (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 and that only licensed technicians will provide sevices. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached COG IFB #201222, and all related documents to same, marked Exhibit "A" and 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 $12,000.00, 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)*	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

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 COG IFB #201222, and all related documents to same, marked Exhibit "A" and incorporated herein as if copied in full; and

B. 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 JKW

SERVICE PROVIDER:

_____
Authorized Signature

Justin Wilson, Manager
Printed Name

Date: 5/25 ___, 2016 JKW

Exhibit "A"
Statement of Work/Quotation

RENEWAL
TO THE CONTRACT BETWEEN THE CITY OF GEORGETOWN
AND AMERICAN IRRIGATION FOR
CITY WIDE IRRIGATION MAINTENANCE AND REPAIRS

Purchase order number 3300B021 between the City of Georgetown and American Irrigation effective October 1, 2013, allows for the Contract to be renewed.

The parties agree to renew the Contract for a one (1) year period at the same price, terms and conditions of the Contract. The option to renew for one (1) additional one (1) year periods remains on the Contract.

The first renewal period was from October 1, 2014 through September 30, 2015.

The second renewal period will be from October 1, 2015 through September 30, 2016.

EXECUTED in duplicate original this 29 day of September, 2015, at Georgetown, Texas, where this Contract is performable and enforceable.

Party of the First Part:
CITY OF GEORGETOWN, TEXAS

Trish Long
Facilities ~~Coordinator~~ Superintendent

Party of the Second Part:

American Irrigation (Contractor Name)

By: Justin Wilson

Title: Manager

PURCHASE ORDER NUMBER 3300B021
CITY OF GEORGETOWN PURCHASING OFFICE

300-1 Industrial Avenue, PO Box 490, Georgetown, TX 78626 FAX: 512-930-9027

Original Order Date: 10/1/13

Term: 1 yr. period from date of order with option to renew for 3 additional 1 yr periods under same terms and conditions
Renewal Term for period of 2013/2014 as per original pricing, specifications and terms and conditions

VENDOR: American Irrigation
ADDRESS: 1611 Williams Drive
Georgetown, Texas 78628
Phone: 512-943-6080

INVOICE TO: THE CITY OF GEORGETOWN
ACCOUNTS PAYABLE
PO BOX 409
GEORGETOWN, TX 78626

SHIP TO: City of Gerogetown & nearby areas
Sites served by Georgetown Utility Systems

VENDOR CONTACT: Justin Wilson
QUOTE DATE: 7/11/2012 Original Quote
REFERENCE: Bid 201222

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
	Citywide Irrigation Maintenance and Repairs as per bid specifications 201222 including City of Georgetown Terms and Conditions				
1	**Inspecitions and System Checks**	40	ea	1195.00	47800.00
2	**Annual Testing for all sites lited as per specifications**				1295.00
3	**Labor Rate for Repairs**		per hr.	44.50	
	Laborer rate only		per hr.	29.50	
	Emergency Repair - Business Hours		per hr.	64.50	
	Emergency Repair - After Hours/Nights		per hr.	111.25	
4	**Labor Rate for Minor Installations**		per hr.	44.50	
	Laborer rate only		per hr.	29.50	
5	**Monthly Reporting**			N/C	
	Quantities are estimates only and not guaranteed by the City				
	Services provided on an as needed basis				
	CONTACT FOR THE CITY OF GEORGETOWN:				
	Paul Pausewang - 512-930-6107				

Terms	30	FOB: COG	Delivery:		TOTAL:	$49,095.00

This order is issued under and governed by the City of Georgetown's standard Terms and Conditions. Please reference purchase order number on all correspondence and packages.

Trina Bickford, Purchasing Manager — Date
512-930-3647, trina.bickford@georgetown.org

INVITATION TO BID

SOLICITATION NUMBER: 201222

BID OPENING DATE: July 12, 2012, 2PM, CENTRAL STANDARD TIME

VENDOR NAME:American Irrigation Repair LLC
ADDRESS:1611 Williams Drive Georgetown, TX 78628

Contact: Justin 508-4663
PHONE:512-868-2129
FAX:512-686-3799
EMAIL:justin@fixmyheads.com

7/11/12
SIGNATURE AND DATE

Justin Wilson, Manager American Irrigation Repair LLC
PRINTED NAME

Failure to manually sign bid response may result in disqualification. Signature indicates acceptance of all terms, conditions and specifications.

RETURN SEALED BID TO:
CITY OF GEORGETOWN
PURCHASING OFFICE
PO BOX 409
300-1 INDUSTRIAL AVENUE
GEORGETOWN, TX 78627

BID RESPONSE MUST BE MARKED WITH THE SOLICITATION NUMBER AND THE BID OPENING DATE.

If not bidding, no response is required.

PAYMENT TERMS: Net 30 **(Please note all discounts that may apply, including those for prompt payment)**

DELIVERY: 7/17/12 **(Please note earliest date available for service to location(s) specified)**

FOB: **(If not specified, FOB will be considered Destination)**

TOTAL:$49,095 **(Total of all items including any applicable freight, handling, etc. charges)**

1.0 Background/Objective of Invitation to Bid

The City of Georgetown (the "City") requests bids on irrigation system services for City owned facilities and properties, in accordance with the following specifications, for a period of one year with an option to renew for up to four additional one year periods. Irrigation services include inspections, testing, repairs, emergency repairs, minor installations and periodic reports to the City's Facility Maintenance Department ("Facilities") for all outdoor irrigation systems as described in this Invitation to Bid. City owned facilities include all buildings, parking lots, pocket park areas and areas on the square in Downtown Georgetown – San Gabriel Park is not included.

2.0 General Requirements for Bid

Qualified bidders interested in responding to this Invitation to Bid (the "Bid") must submit the following information as part of their bid response. Failure to provide any information requested in this Bid may result in the disqualification of the bid response.

2.1 Bidder shall furnish complete name, mailing address and telephone number.

2.2 Bidder must designate the individual(s), along with respective telephone numbers, who will be responsible for answering all questions.

2.3 The contents of the Bid and any clarification thereto submitted by the successful bidder shall become part of the contractual obligation and incorporated by reference into any contract, agreement or purchase order resulting from this Bid.

2.4 The successful bidder may be required to provide an affidavit that they have not conspired with other potential suppliers in any manner to attempt to control competitive pricing.

2.5 Any requests for clarification or questions regarding this Bid must be submitted to the individual listed in Section 4. It is the City's intent to respond to all appropriate questions and concerns; however, the City reserves the right to decline to respond to any question or concern.

2.6 The bidder certifies that they are a duly qualified, capable and otherwise bondable business entity not in Receivership or contemplating same, and has not filed for bankruptcy.

2.7 Officials not to benefit: If a member of the governing body or an appointed board or commission of a municipality belongs to a cooperative association, the municipality may purchase equipment or supplies from the association only if no member of the governing body, board, or commission will receive pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

2.8 Please submit one original and one copy of bid response.

3.0 Determination of Award

The City reserves the right to award all line items to one bidder, split the award among two or more bidders and/or to cancel line items. Award of the contract shall be made to the responsible bidder(s) whose bid(s) represent(s) the best comprehensive value to the City. Delivery may be a factor in determining award.

4.0 Discussion with Bidders

All discussions with bidders during the bid process must be through the City of Georgetown Purchasing Office:

City of Georgetown
Purchasing Office
PO Box 409
300-1 Industrial Avenue
Georgetown, TX 78627
Attn.: Trina Bickford, Purchasing Manager
512-930-3647
Fax: 512-930-9027

No negotiations or modifications to the bids received will be allowed.

5.0 Reservations

5.1 The City expressly reserves the right to:

- Waive minor technicalities in any bid response;
- Reject or cancel any or all bids, or part(s) of any bid:
- Accept bids from one or more bidders; and/or:
- Procure services by other means.

5.2 In considering the bids(s), the City reserves the right to select the acceptable bidder(s) who will offer contractual terms and conditions most favorable to the City.

5.3 Requirements stated in the Bid shall become part of any contract, agreement or purchase order with the bidder(s), and any deviations from these requirements must be specifically defined by the bidder in their bid response, request for clarification and the response(s) shall also become part of any contract, agreement or purchase order resulting from this Bid.

6.0 General Specifications and Other Conditions

6.1 Inspections, System Checks

Periodic inspections are required to locate potential problems and necessary repairs. In certain areas, such as Main Street and pocket park areas, the battery powered control panel must be inspected each time and the 9V battery powering the control panel must be replaced approximately every three months.

System checks will be required a twice monthly in cooler months (Jan, Feb, Nov, Dec), 4 times monthly in warmer months (March, Apr, May, June, July, Aug, Sept, Oct) for a total of forty times per year. System checks must consist of the following at a minimum:

Verification that controller has correct time and date;
Verification of start time(s) and of total system run time;
Verification of correct and appropriate station run times (adjusted for seasons and City water mandates);
Verification of correct operation of all heads to include pop up, gear drive, bubbler or drip, in all sections;
Verification of correct and complete coverage to include all irrigated areas (turf, shrubs and individual tree bubblers);
Inspections of the system in accordance with attached frequency schedule; and
Submission of inspection reports to Facilities no later than the end of the week in which the reports were completed.

System checks must be performed by an Irrigator licensed in the State of Texas.

6.2 Testing

Backflow testing outside of normal inspections is required. Both the Georgetown Police Department and Georgetown Utility Systems must be notified prior to testing. Testing will be done annually in January. All testing must be performed in accordance with Texas Commission on Environmental Quality (TCEQ) standards. All backflow devices must be certified and certification reports must be provided to Facilities.

6.3 Reports of Damage, Repairs

All damage must be reported within two days to Facilities via email, and must include an estimate of the repair costs. Process for handling repairs must be noted in bid response as well as details of the method used to determine the cost of parts and labor required for repairs (i.e. hourly labor rate plus actual cost of parts, hourly labor rate plus discounted costs of parts, etc.) Repairs may include damage caused by landscaping contractors – such damage is normally billed back to the landscaping contractor and the City requires adequate documentation to present to the landscaping contractor for reimbursement of expenses associated with repairs. Repairs of damage caused by landscaping contractors must be approved in advance by Facilities.

For other required repairs, successful bidder must obtain advance approval for any repair reasonably expected to exceed $500.00. Small repairs, below the $500.00 limit, may be completed without advance authorization and included on the monthly status report, and a detailed invoice must be submitted for payment. If successful bidder is responsible for damage, the repairs must be made at the successful bidder's sole expense – under no circumstances will the City be responsible for repair of damage caused by successful bidder.

6.4 Emergency Repairs
Emergency repairs services must be available 24 x 7 with a maximum four hour response time. Please quote emergency labor rates and method for determining cost for parts and materials.

6.5 Minor Installations
At times, Facilities requires installation of small sections or extensions of the existing irrigation systems, such as adding a few new sprinkler heads. This bid does not cover installations of new systems but includes such minor installations.

6.6 Reporting
A monthly status report detailing the status of all irrigation systems must be submitted to Facilities.

6.7 City Facilities
Detailed information on the irrigation systems in each location are attached, including images of each location (see Exhibit 1). All sites are detailed in Exhibit 2. The following locations are included in this Invitation to Bid:
4th & Austin Ave Parking Lot (Draeger Parking Lot)
9th & Main Parking Lot (Main Street Beds & Dos Salas)
Archies, Inc.
Chamber of Commerce
City Hall
Fire Station #1
Fire Station #2
Fire Station #3
Fire Station #4
Fire Station #5
Fuel Pump Station
Georgetown Animal Shelter
Georgetown Communications and Technology (GCAT) Building
Georgetown Community Center
Georgetown Municipal Airport
Georgetown Municipal Complex (GMC)
Georgetown Public Library
Georgetown Recreation Center
GMC Overflow Parking Lot
Grace Heritage Center
Highway Monument
Main Street Islands
Municipal Court (6th & Main Parking Lot)
Old Library Building
Parks Administration
Police Department
Scenic Drive
Tasus Corporation
Tennis Center

7.0 Terms and conditions

The attached terms and conditions (reference Exhibit 3) will govern any agreement or purchase order resulting from this Invitation to Bid. Any exceptions to the standard terms and conditions must be noted in Bidder's response and may be grounds for disqualification. Any agreement or purchase order resulting from this Invitation to Bid will be governed by the laws and the Constitution of the State of Texas and the charter and ordinances of the City of Georgetown.

8.0 Specifications

In addition to the specifications for each line item, the following specifications will apply to all equipment on this Invitation to Bid.

8.1 Please include any and all discounts the City is entitled to, including those from group purchase contracts such as the BuyBoard, US Communities and TXMAS.

8.2 Any manufacturers' part numbers noted are for reference only, and are not intended to limit competition.

8.3 Licensing and appropriate insurance coverage for all tasks specified in this Invitation to Bid is mandatory. Proof of licensing and insurance must be provided with bid response, and successful bidder must maintain such licensing and insurance for the duration of any agreement resulting from this Invitation to Bid.

9.0 Individual line item pricing (see below). Please complete pricing on individual specification for all items bid. Please complete, sign and return this Bid Invitation form, If not bidding, no response is necessary.

Line item #1: Inspections & System Checks per specifications listed in Section 6.1

40 inspections/system checks per year for all sites listed — $ 1195 inspection/system check — Annual Total: $ 47800 (ALL SITES)

Line item #2: Testing

Annual testing for all sites listed — 37 — Annual Total: $ 1295

Line item #3: Repairs

Hourly rate for labor: $44.5 per hour, $29.50 per hour for laborers
Parts to be charged at: 25% discount off list price

Line item #4: Emergency Repairs

Hourly rate for labor, emergency repairs: (Business hours – $64.5 per hour) / (after hours / night - 111.25 per hour)
Parts to be charged at: 25% discount off list price

Response time for emergency repairs (maximum required response time is four hours): Between 5 minutes and 4 hours depending on technician availability.

Line item #5: Minor Installations

Hourly rate for labor: $44.5 per hour, $29.50 per hour for laborers
Parts to be charged at: 25% discount off list price

Line item #6: Reporting

Additional costs, if any, for monthly report submitted to Facilities: 0

Please list any and all additional costs associated with providing services and materials as specified under this Invitation to Bid – all charges must be included in bid response and itemized on all invoices. The City will not be liable for additional charges not included in original bid and accepted by the City.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ✦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Compliance Support Division has issued the enclosed LICENSED IRRIGATOR certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: RENEWAL APPLICATION
Date Fee Paid: 03/02/2011
Amount Paid: $ 111.00

TEST SCORE: N/A

CONTACT INFORMATION
LANDSCAPE IRRIGATION LICENSING
(512)239-6719

For procedures to renew this license, or for general information about licensing visit:
www.tceq.texas.gov/licensing

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

JUSTIN REGINALD WILSON
Is hereby licensed as a
LICENSED IRRIGATOR

License Number	Expires
LI0006125	04/30/2014

SIGNATURE

EXECUTIVE DIRECTOR

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JUSTIN REGINALD WILSON

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

License Number: LI0006125
Issue Date: 03/04/2011
Expiration Date: 04/30/2014

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ✦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Compliance Support Division has issued the enclosed BACKFLOW PREVENTION ASSEMBLY TESTER certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: RENEWAL APPLICATION
Date Fee Paid: 03/16/2011
Amount Paid: $ 111.00

TEST SCORE: N/A

CONTACT INFORMATION
BACKFLOW PREVENTION ASSEMBLY TESTER
LICENSING
(512)239-6133

For procedures to renew this license, or for general information about licensing visit:
www.tceq.texas.gov/licensing

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

JUSTIN REGINALD WILSON
Is hereby licensed as a
BACKFLOW PREVENTION ASSEMBLY TESTER

License Number	Expires
BP0005823	04/04/2014

SIGNATURE

EXECUTIVE DIRECTOR

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

JUSTIN REGINALD WILSON

has fulfilled the requirements in accordance with the laws of the State of Texas for

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0005823
Issue Date: 03/18/2011
Expiration Date: 04/04/2014

Executive Director
Texas Commission on Environmental Quality

CITY OF GEORGETOWN
Standard Terms and Conditions

By acceptance of a purchase order or agreement, or response to a solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. **DEFINITIONS**

The following definitions shall be used to identify terms throughout procurement documents:

A. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the solicitation and obligating the City to pay for them.

B. **BID/PROPOSAL /RESPONSE/OFFER/QUOTATION**– A complete, properly signed response to a solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – The Respondent identified throughout the solicitation that consider themselves qualified to provide the goods, equipment or services specified herein, and interested in making an offer to provide the goods, equipment or services.

D. **CITY** – The City of Georgetown, located in Williamson County, Texas.

E. **GOODS** –Materials, supplies, commodities and/or equipment.

F. **PIGGYBACK CONTRACT** – A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.

G. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City's standard purchase order form and which, when accepted by the Vendor, becomes a contract. The purchase order is the Vendor's authority to deliver and invoice the City for goods or services specified, and the City's commitment to accept the goods or services for an agreed upon price.

H. **SERVICES** – Work performed to meet the requirements and demand of the purchase order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.

I. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.

J. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the City.

K. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an agreement or purchase order.

II. **SOLICITATIONS**

A. **CONFLICT OF INTEREST**:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (HB 914) requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at www.ethics.state.tx.us, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Georgetown, Office of the City Secretary, City Hall, 113 East 8th Street, Georgetown, TX 78626. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. Failure to file the Conflict of Interest Questionnaire shall not affect the validity or enforceability of this Contract.

B. **COMMUNICATIONS WITH THE CITY**:

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award decision has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, Attn.: Purchasing Manager, PO Box 409, 300-1 Industrial Avenue, Georgetown, TX 78627, 512-930-3647, FAX: 512-930-9027, purchasing@georgetown.org.

C. DISCLOSURE OF PENDING LITIGATION:
Each Respondent shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:
All Responses received as a result of a Solicitation shall be held confidential until a Contract is awarded. Following the Contract award, Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.
If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information after the Contract is awarded.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:
The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:
All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:
Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:
A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Manager. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:
In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:
By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual preference, color or national origin, and will make efforts to ensure that employment is offered to applicants without regard to their race, religion, sex, sexual preference, color or national origin.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 300-1 Industrial Avenue, PO Box 409, Georgetown, TX 78626, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Pricing will be considered firm for acceptance for a minimum of 30 days after the due date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.

4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 14 calendar days.

III. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE**:
   A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions
2. **ABSENCES OF PURCHASE ORDER OR AGREEMENT**:
   The City is not responsible for delivery of any materials or services without a proper Purchase Order
3. **VENDOR'S OBLIGATIONS**:
   The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.
4. **EFFECTIVE DATE/TERM**:
   Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the Agreement is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Agreement.
5. **SUBCONTRACTORS**:
   If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:
   a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
   b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
   c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
   d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
   e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
   f. Shall pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.
6. **DELAYS**:
   The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section AA. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.
7. **FORCE MAJEURE**:
   Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
8. **INSURANCE REQUIREMENTS**:
   Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers'

Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. Upon request, Vendor shall provide a copy of its liability insurance policies to the City.

9. EXCEPTIONS TO SPECIFICATIONS:
Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing after receipt of a Purchase Order or Agreement. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:
All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:
The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. DEFAULT:
Vendor shall be in default under any Agreement or Purchase Order if the Vendor (a) fails to fully timely and faithfully perform any of its material obligations under the Agreement or Purchase Agreement, (b) fails to provide adequate assurance of performance under Section III.A.13 below, (c) becomes insolvent or seeks relief under bankruptcy laws of the United States, or (d) makes a material misrepresentation in Vendor's Offer or in any report or deliverable required to be submitted by Vendor to the City.

13. SPECIAL TOOLS AND EQUIPMENT:
If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:
If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:
Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employee all personnel for Services in accordance with the requirements set forth by the United States Department of Labor.

3. WORKFORCE:
If Services are to be performed principally on the City's premises or on public right-of-ways:
   a. Vendor shall employee only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement.
   b. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under City Purchase Order or Agreement may not:
      i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or
      ii. use or posses alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.
   c. If the City or the City's representative notifies the Vendor that any work is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement Services and may not employ such worker again on Agreement Services without the City's prior consent.

4. COMPLIANCE WITH ALL SAFETY AND ENVIRONMENTAL REQUIREMENTS:
If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and

hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:
The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:
Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
In the event the Vendor is unable or unwilling to perform the Services in accordance with the above standards as required by the City, the in addition to any other available remedy, the City may reduce the amount of Services originally required to purchase from the Vendor under the Agreement and procure conforming Services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the city to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:
Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:
Goods furnished shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:
Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:
The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:
Vendor may no limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:
Deliverables shall be shipped FOB point of delivery unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:
Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:
If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Georgetown, Central Receiving, 300-1 Industrial Avenue, Georgetown, TX, between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays (see http://georgetown.org/contact-us/holiday-schedule/ for schedule). Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:
Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:
Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:
The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:
If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

1. TAX EXEMPT STATUS:
The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:
Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable. Invoices for labor must include a copy of all time sheets with trade labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:
All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of goods, supplies, materials, equipment or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:
The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:
The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without

consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. **PRICE WARRANTY:**
The Vendor warrants the prices quoted are no higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. **VENDOR OWING TAXES OR FEES TO THE CITY:**
Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. **VENDOR'S OBLIGATION:**
Vendor shall fully and timely provide all deliverables described in Solicitation, Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. **DEFAULT:**
Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. **ABANDONMENT OR DEFAULT:**
A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may not be considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. **TERMINATION/CANCELLATION:**

1. **TERMINATION FOR CAUSE:**
In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. **TERMINATION WITHOUT CAUSE:**
The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. **NON-APPROPRIATION:**
The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. **CANCELLATION:**
The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. **FRAUD:**
Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the city shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. **INDEMNITY:**
VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT.
IF THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS.

G. LIABILITY:
Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:
Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:
Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:
Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:
In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confident and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:
Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:
Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. NO CONTINGENCY FEES:
Vendor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedies available, to cancel the Agreement without liability and to deduct from any amounts owed to the Vendor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

O. **INDEPENDENT CONTRACTOR**:
The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

P. **LIENS**:
Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Q. **ASSIGNMENT/DELEGATION**:
The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

R. **INTERPRETATION**:
The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

S. **GOVERNING LAW AND VENUE**:
This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Georgetown, TX, and the venue for any action related to this Agreement shall be Georgetown, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

T. **INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS**:
Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

U. **SURVIVABILITY OF OBLIGATIONS**:
All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

V. **CLAIMS**:
If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered personally or by mail to the City and to the Georgetown City Attorney. Delivery shall be to PO Box 409, Georgetown, TX 78627.

W. **NOTICES**:
Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Purchasing Manager.

X. **GRATUITIES**:
The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or give by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is

cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover or without the amount of the cost incurred by the Vendor in providing such gratuities.

Y. PERSONAL INTEREST PROHIBITED:
No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City.

Z. WAIVER:
No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

AA. DISPUTE RESOLUTION:
If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation than in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

BB. INVALIDITY:
The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

CC. RIGHT TO ASSURANCES:
In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-61457

Date Filed:
05/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
American Irrigation Repair LLC
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
COG IFB #201222
As described in COG IFB #201222

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wilson, Ashly	Georgetown, TX United States	X	
Wilson, Justin	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

GAMALIEL REYES
MY COMMISSION EXPIRES
August 17, 2019

Manager
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Justin Wilson, this the 25th day of May, 20 16, to certify which, witness my hand and seal of office.

Gamaliel Reyes — Signature of officer administering oath
Gamaliel Reyes — Printed name of officer administering oath
New Accounts Representative — Title of officer administering oath

Commissioners Court - Regular Session **65.**

Meeting Date: 06/07/2016

Extending Pharmaceuticals & Supplies Contract 15IFB119

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Pharmaceuticals & Supplies, Bid #15IFB119 for the same pricing, terms and conditions as the existing Contract with Animal Health International, the Secondary Vendor; and Midwest Veterinary Supplies, the Primary Vendor, for the same terms and conditions, except for price changes yielding an overall cost decrease, for the term of August 26, 2016 - August 25, 2017.

Background

This is the first extension of two (2) possible, one (1) year renewal options. Midwest Veterinary Supplies, the Primary Vendor, has updated their pricing on numerous items, due to offering generic brands and overall price increases and decreases in production of specific medical supplies to support operations of the Williamson County Regional Animal Shelter. This decrease has been approved by the Animal Services Director.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Form - Midwest Vet

Form 1295 - Midwest Vet

Renewal Form - Animal Health

Form 1295 - Animal Health

Price Break Down - Midwest Vet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/26/2016 02:06 PM
Form Started By: Sydney Richardson		Started On: 05/26/2016 08:02 AM
Final Approval Date: 05/26/2016		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Animal Shelter
Vendor Name:	Midwest Veterinary Supplies		
Vendor Address:	21467 Holyoke Avenue, Lakeville, MN 55044		
Purpose/Intended Use of Product or Service (summary):			
Pharmaceuticals & Supplies, Primary Vendor.			
P.O./Contract Number:	15IFB119	**Effective Date:**	07/01/2016
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	06/30/2017
Requested By:	Cheryl Snyder, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid for the same terms and conditions as the existing contract, except for price changes yielding an overall cost decrease, to support operations of the Williamson County Regional Animal Shelter. New prices can been reviewed under the Extended Cost Section on the Schedule A, Price Sheet, attached for review.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 1	July 1, 2016 – June 30, 2017
Initial Contract Period	July 1, 2015 – June 30, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Midwest Veterinary Supply

Name Jana Halvorsen

Title CFO

Signature Jana Halvorsen

Date 5/20/2016

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

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 bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: 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 Genera 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 contract or renewal.

Contract Number:	15IFB119
Contract Name:	Pharmaceuticals & Supplies
Printed Name of Person Submitting Affidavit:	Janice Halvorsen
Name of Company:	Midwest Veterinary Supplies
Date:	May 20, 2016
Signature of Person Submitting Affidavit:	Jan Halvorsen

On this, the 20 day of May, 2016, before me a notary public, the undersigned officer, personally appeared _____, 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.

ELIZABETH VICTORIA OBRIEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2020

Elizabeth OBrien

Notary Public

Two (2) Signed Originals & One (1) photocopy must be submitted

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-55129

Date Filed:
05/13/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Midwest Veterinary Supply, Inc.
Lakeville, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
15IFB119
Commodity-Veterinary Supplies for Williamson County Animal Shelter

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ELIZABETH VICTORIA OBRIEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2020

Janice Halvorsen
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Janice Halvorsen, this the 20 day of May, 20 16, to certify which, witness my hand and seal of office.

Elizabeth OBrien	Elizabeth O'Brien	Notary Public
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Animal Shelter
Vendor Name:	Animal Health International		
Vendor Address:	10300 Metric Blvd, Suite 300, Austin, Texas 78758		
Purpose/Intended Use of Product or Service (summary):			
Pharmaceuticals & Supplies, Secondary Vendor.			
P.O./Contract Number:	15IFB119	**Effective Date:**	07/01/2016
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	06/30/2017
Requested By:	Cheryl Snyder, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 1	July 1, 2016 – June 30, 2017
Initial Contract Period	July 1, 2015 – June 30, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Animal Health International / Patterson

Name Danielle Armstrong

Title OSR

Signature _____

Date 5/2/16

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

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 bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: 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 Genera 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 contract or renewal.

Contract Number:	15IFB119
Contract Name:	Pharmaceuticals & Supplies
Printed Name of Person Submitting Affidavit:	Danielle Armstrong
Name of Company:	Animal Health International
Date:	May 2, 2016
Signature of Person Submitting Affidavit:	

On this, the 2ND day of MAY, 2016, before me a notary public, the undersigned officer, personally appeared DANIELLE ARMSTRONG 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.

MARICLAIRE M. AVANZADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-11-19

Notary Public

Two (2) Signed Originals & One (1) photocopy must be submitted

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-48014

Date Filed:
05/02/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Animal Health International
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.
15IFB119
Pharmaceuticals and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARICLAIRE M. AVANZADO
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-11-19

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said DANIELLE ARMSTRONG, this the 2ND day of MAY, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	MARICLAIRE M. AVANZADO	NOTARY

Name	Quantity	Old Price	New Price	Old Total	New Total	NOTES
Acepromazine injectable 50cc	3	14.33	15.04	$42.99	$45.12	
Albon	4	60.80	62.60	$243.20	$250.40	
Amoxicillin Suspension	48	7.55	7.95	$362.40	$381.60	
Ampicillin INJ	6	41.84	41.84	$251.04	$251.04	
Atropine Injectable SA 100cc	12	5.83	5.62	$69.96	$67.44	
Artificial Tears ointment	6	3.00	2.89	$18.00	$17.34	
BNP antibiotic ointment opth (w/o dexamthasone)	36	7.32	8.03	$263.52	$289.08	
Bupivicaine 5% (marcaine equiv)	2	2.65	2.55	$5.30	$5.10	
Butorphic	12	59.00	59.00	$708.00	$708.00	
Cefadroxil	6	0.00	0.00	$0.00	$0.00	
Cephalexin capsules (250mg)	12	24.46	22.00	$293.52	$264.00	
Cephalexin capsules (500mg)	24	35.55	30.31	$853.20	$727.44	
Chlorpheniramine Tab	6	5.74	5.35	$34.44	$32.10	
Cipro (250mg)	6	7.77	6.26	$46.62	$37.56	
Cipro (500mg)	6	10.13	9.95	$60.78	$59.70	
Ciprofixacin ophthalmic solution	12	2.06	1.86	$24.72	$22.32	
Clindamycin oral PVL	6	2.76	2.67	$16.56	$16.02	
Clindamycin tables	4	108.25	102.25	$433.00	$409.00	
Cough Tabs	6	68.78	66.36	$412.68	$398.16	
Depomedrol	3	46.15	48.80	$138.45	$146.40	
Dexamthesone	2	4.00	3.86	$8.00	$7.72	
Dolorex INJ	2	171.23	167.91	$342.46	$335.82	
Doxycycline tablets 100mg	24	200.23	116.84	$4,805.52	$2,804.16	
Doxycycline tablets 250mg	24	0.00	0.00	$0.00	$0.00	
Doxycycline tablets 500mg	24	0.00	0.00	$0.00	$0.00	
Doxycycline capsules	12	364.55	116.47	$4,374.60	$1,397.64	
Doxycycline Suspension (hyclate 25mg/ml)	8	31.77	37.77	$254.16	$302.16	
Doxycycline Suspension (hyclate 50mg/ml)	8	0	0	$0.00	$0.00	
Dizepam	6	26	30.17	$156.00	$181.02	
Diphenhydramine (Benadryl)	4	$14.09	$12.48	$56.36	$49.92	
Dopram (Doxaprim) inj	2	$0.00	$0.00	$0.00	$0.00	
Epinephrine	1	$10.60	$12.84	$10.60	$12.84	
Erythromycin	3	$0.00	$0.00	$0.00	$0.00	
Erythromycin Opathalmic ointment	10	$8.11	$5.44	$81.10	$54.40	
Famotidine capsules	2	$10.15	$10.96	$20.30	$21.92	
Famvir (Famciclovir)	12	$11.01	$5.89	$132.12	$70.68	
Fluconazole tablets (100 mg)	3	$37.53	$22.50	$112.59	$67.50	
Fluconazole tables (200mg)	3	$74.01	$39.59	$222.03	$118.77	
Furosemide	1	$13.58	$15.55	$13.58	$15.55	
Gentamycin Drops Opthalmic	24	$24.28	$22.43	$582.72	$538.32	
Heparin	2	$10.54	$7.89	$21.08	$15.78	

Idoxuridine opthalmic solution	18	$0.00	$0.00	$0.00	$0.00	
Isoflurane	30	$23.55	$22.72	$706.50	$681.60	
Itraconazole	12	$359.78	$359.61	$4,317.36	$4,315.32	
Ivermectin oral	1	$25.00	$14.12	$25.00	$14.12	
Ivermectin inj	6	$61.52	$61.79	$369.12	$370.74	
Ketamine	170	$7.00	$7.00	$1,190.00	$1,190.00	
Ketoprofen	6	$93.23	$93.23	$559.38	$559.38	
Lidocaine	3	$2.07	$2.10	$6.21	$6.30	
Lincomed Inj	2	$16.01	$15.80	$32.02	$31.60	
Lixotinic Supplement	2	$103.05	$103.05	$206.10	$206.10	
Metacam injectable	2	$47.58	$45.90	$95.16	$91.80	
Metacam oral	2	$22.20	$22.03	$44.40	$44.06	
Metoclopramide (reglan equiv) inj	1	$1.17	$1.20	$1.17	$1.20	
Metoclopramide tablets (5mg)	2	4.08	3.48	$8.16	$6.96	
Metoclopramide tablets (10mg)	2	4.59	4.08	$9.18	$8.16	
Metronidazole (250mg)	6	36.14	22.60	$216.84	$135.60	
Metronidazole (500mg)	6	103.73	62.77	$622.38	$376.62	
Mirtazapine	2	3.16	2.50	$6.32	$5.00	
Morphine Sulfate	12	10.62	10.62	$127.44	$127.44	
Naloxone HCL	4	110.70	120.86	$442.80	$483.44	
NeoPolyDex Ointment	10	6.89	6.56	$68.90	$65.60	
Panacure suspension	5	107.23	107.23	$536.15	$536.15	
Panalog ointment	1	59.81	60.12	$59.81	$60.12	
Penicillin G Penject	3	9.29	9.40	$27.87	$28.20	
Ponazuril	10	0.00	0.00	$0.00	$0.00	
Prednisone	6	17.64	13.40	$105.84	$80.40	
Pyrantel Pamoate	6	17.64	17.55	$105.84	$105.30	
Praziqantel tables (23mg)	6	8.75	N/A	$52.50		DISCONTINUED
Praziqquatel tables (34mg)	6	0.00	0.00	$0.00	$0.00	
Praziquantel INJ	4	67.09	67.97	$268.36	$271.88	
Povidine iodine solution	1	19.08	18.40	$19.08	$18.40	
Quadritrop Ointment	6	59.81	60.12	$358.86	$360.72	
Ringers solution/Dextrose	3	2.36	2.54	$7.08	$7.62	
Ringers solution	3	4.44	6.74	$13.32	$20.22	
Rimadyl or Generic (25mg)	1	41.30	17.00	$41.30	$17.00	GENERIC
Rimadyl or generic (75mg)	3	50.90	20.00	$152.70	$60.00	GENERIC
Rimadyl or generic (100mg)	3	62.60	24.00	$187.80	$72.00	GENERIC
Propylene glycol USP	2	17.60	16.98	$35.20	$33.96	
Sulfur Lime Dip	12	9.60	9.69	$115.20	$116.28	
Terramycin generic Opth Ointment	4	12.82	11.45	$51.28	$45.80	
Tramadol Inj	3	0.00	0.00	$0.00	$0.00	
Tramadol tables	6	15.76	19.41	$94.56	$116.46	
Vetalog Parenteral	2	48.80	48.80	$97.60	$97.60	
Vibramycin drops	24	31.77	37.77	$762.48	$906.48	

Vitamin B complex inj.	2	3.19	3.22	$6.38	$6.44	
Yohimbine (Yobine)	6	58.30	56.25	$349.80	$337.50	
Xylazine 100mg/ml	24	19.68	15.08	$472.32	$361.92	
Xylazine 20mg/ml	1	22.76	21.96	$22.76	$21.96	
Canine Heartwarm IDEXX Snap Tests	120	0.00	0.00	$0.00	$0.00	
Canine Heartwarm Rapid Test ABAXIS	30	225.00	225.00	$6,750.00	$6,750.00	
Canine Parvo Snap tests	12	0.00	0.00	$0.00	$0.00	
Canine Parvovirus ABAXIS Rapid Test	6	116.55	116.55	$699.30	$699.30	
FELV Snap Tests	50	106.90	106.90	$5,345.00	$5,345.00	
Fecatect or ova-sol fecal float solution	3	6.59	6.59	$19.77	$19.77	
Fecal Float Dianostic Test	6	11.74	11.33	$70.44	$67.98	
			TOTALS:	$41,354.64	$35,407.52	

Possible Issues
Decrease In $
Increase In $
No Change

Commissioners Court - Regular Session **66.**

Meeting Date: 06/07/2016

Approve Service Contract for Chilled Water System Replacement per TXMAS-15-03FAC01

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving contract for Chilled Water System Replacement at County Jail between MTech and Williamson County Facilities per TXMAS contract TXMAS 1503FAC01 for the total purchase price of $94,010.96.

Background

Total purchase price per Quote dated 5/20/2016 is $94,010.96. The price includes bond, test and balance fees.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

MTech Quote

1295- MTech

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/26/2016 02:06 PM
Form Started By: Jewel Walker		Started On: 05/26/2016 09:30 AM
Final Approval Date: 05/26/2016		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR CHILLED WATER SYSTEM REPLACEMENT (TX-MAS-15-03FAC01)

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 **Mtech Comfort Systems USA** (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.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated May 20, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $94,010.96, 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.

VI.

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*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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.

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.

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 or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated May 20, 2016, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

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.

XI.

Termination: This agreement 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.

XII.

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.

XIII.

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 XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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 Agreement, 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 Agreement 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.

XVI.

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 the signatures of all parties in duplicate originals this the _____ day of _____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

1720 Royston Lane, Round Rock, TX. 78664 λ Phone: (512) 929-7090 λ Fax: (512) 873-7142
TACLA021308C / M-18971 / TECL 25202

TXMAS-15-03FAC01

BID TO: Williamson County Facilities **DATE: 5/20/16**

ATTENTION: Toby Bonnet

CHILLER REPLACEMENT FOR THE WILLIAMSON COUNTY JAIL

INCLUDED IN PRICE:

1. Reclaim, store and reinstall water from existing chilled water system
2. Reclaim refrigerant, disconnect and remove the existing chiller
3. (1) Carrier, 10.54 EER, 110 nominal ton, 410A refrigerant, 460/3phase air cooled chiller with scroll compressors, factory disconnect, BACnet communications, hail guards and single point electrical connection.
4. Hoisting and all necessary permits for street closure.
5. Modification to the existing chiller support structure to accommodate the new chiller
6. Modification to the existing chilled water piping to accommodate the new chiller
7. (2) Thermometers, (1) Hoffman 79 air vent and (2) pressure gauges.
8. Thermal insulation of pipe with aluminum jacketing
9. Line and low voltage wiring for the removal and installation of chiller.
10. Factory start-up of new chiller with assistances from Mtech's start up department
11. (1) Year warranty on labor and factory warranty on chiller
12. (4) Extended compressor factory warranty (no labor)

NOT INCLUDED IN PRICE:

1. Afterhours/Overtime work
2. Controls
3. Water Treatment
4. Providing and installing additional electrical or wiring
5. Chemical/Glycol
6. Structural engineering or related work.
7. 3rd Party testing of any kind not specifically noted above
8. 3rd Party Commissioning Agent Fees
9. Code upgrades or repair of equipment/material new or existing
10. Tax

QUOTED HVAC PRICE: $92,250.00

ADD FOR BOND: $525.00

TOTAL WITH BOND: $92,775.00

ADD FOR TEST AND BALANCE IF REQUIRED: $1,235.96

Jay Henson

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-61023

Date Filed:
05/24/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mtech
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
107639
Replace Chiller

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

RACHEL SECA
MY COMMISSION EXPIRES
March 18, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Victor Mangold, this the 24th day of May, 20 16, to certify which, witness my hand and seal of office.

Rachel Seca — Signature of officer administering oath

Rachel Seca — Printed name of officer administering oath

AP. — Title of officer administering oath

Commissioners Court - Regular Session **67.**

Meeting Date: 06/07/2016

Execute Supplemental Agreement for Brushy Creek Regional Trail

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the County Judge to execute a Supplemental Agreement #1 to Agreement for Landscape Architectural Services for Brushy Creek Regional Trail with RVE, Inc.

Background

The original agreement was approved for RFQ #14RFQ00109 on March 24, 2015. This amendment is adding design phase services, regulatory review, surveys, studies and cultural resource plan services of Phase II.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Supp Agmt RVE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/31/2016 11:22 AM
Form Started By: Connie Singleton		Started On: 05/31/2016 08:32 AM
Final Approval Date: 05/31/2016		

SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

This Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Services ("Supplemental Agreement No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County") and **RVE, Inc. D/B/A RVi**, a Texas corporation, hereinafter (the "Landscape Architect" or "LA").

RECITALS

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services (the "Agreement") wherein LA agreed to perform certain professional landscape architectural services in connection with Phase V of the Brushy Creek Regional Trail ("Project");

WHEREAS, County desired to first obtain Feasibility and Trail Alignment, Public Input and Programming, which were collectively referred to as "Phase I Services" in the Agreement, prior to determining whether to proceed with obtaining, from LA, Schematic Design Services, Design Development Services, Construction Document Services, Bidding/Negotiation Services and Construction Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services, which were collectively referred to as "Phase II Services" in the Agreement;

WHEREAS, County and LA set forth the Phase I Services and the Phase I Services Fees in the previously executed Agreement;

WHEREAS, LA has performed the Phase I Services and the County has paid LA the Phase I Services Fees;

WHEREAS, the County now desires to proceed with obtaining only the Design Phase Services (Schematic Design Services and Design Development Services), Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services of the Phase II Services and, upon completion and approval of such services, County and LA will set forth the scope and compensation, in an additional supplemental agreement, for the remaining Phase II Services, which include Construction Document Services, Bidding/Negotiation Services and Construction Services;

WHEREAS, it has become necessary to supplement the Agreement in accordance with Section 1.2 of the Agreement; and

WHEREAS, therefore, County and LA now desire to set forth the scope of the Design Phase Services (Schematic Design Services and Design Development Services), Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services of the Phase II Services in this Supplemental No. 1, as well set forth the compensation to be paid for such services.

AGREEMENT

NOW, THEREFORE, premises considered, County and LA agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

The parties agree that Article 1, Article 3 and Exhibit "A" of the Agreement, are hereby supplemented and amended by adding the following Design Phase Services (Schematic Design Services and Design Development Services), Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services of the Phase II Services:

1. Project Parameters

   a. Based on the findings of the Phase 1 Services, the LA will perform the Design Phase Services (Schematic Design Services and Design Development Services), Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services of the Phase II Services as described below. The design phase services will include trail alignment required to define the limits of land acquisition needed for the Project. See Attachment "A" for project limits.
   b. Based on the approved Design Phase Documents, the LA will prepare a proposal for remaining Phase II Services, which include Construction Document Services, Bidding/Negotiation Services and Construction Services for the Project at a later date.

2. Design Phase

   a. Design Kick-Off Meeting—the LA team will attend a pre-design conference with County staff to confirm project goals, objectives, budgets and schedule. The meeting will include a site visit to review the project.
   b. Based on the Project parameters, the County approved preliminary trail route and discussions and directions of the County, the LA will prepare preliminary design for the Project including:
      - Site assessment: Coordinate the trail alignment assessment with the design team and County including
      - Walking the site and marking/flagging proposed trail route and possible connections (up to four). Create a digital photographic inventory as a resource of existing conditions.
      - Identify opportunities and constraints
      - Initiate habitat assessments
      - Initiate tree, topographic and existing conditions survey services
      - Initiate cultural resource study and plan

c. Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including Pre-development meeting with City of Round Rock Planning Development Services Office and Floodplain Administrator.

d. Attend preliminary meeting with TxDOT to review requirements of CAMPO 2015-2018 Transportation Improvement Program grant for the project.

e. Prepare opportunity and constraints diagram incorporating information from studies and surveys. Review with County.

f. Prepare preliminary design studies that may include initial plans and sketches illustrating:

- Trails including trail alignment alternatives
- Retaining walls
- Trail access points
- Low water crossings
- Elevated concrete boardwalk
- Seating areas
- Exercise station
- Drinking fountains
- Informational kiosks
- Wayfinding signage
- Interpretive facilities and signage
- Landscape restoration

g. Review preliminary plan design studies including preliminary trails alignment alternatives with accessibility specialist and County maintenance and operations staff.

h. Prepare design for the trail. The design of the trail will adhere to the American Association of State Highway and Transportation Officials (ASSHTO) guide for the Development of Bicycle Facilities 4th Edition (2012) manual and will generally include the following:

- Preliminary hike and bike trail plan and profile schematic on a roll plot at 1" = 100' and featuring the trail horizontal and vertical alignments, typical sections, design speed information, property ownership, preliminary easement locations, and a depiction of the limits of the local floodplain (if available). The horizontal alignment will initially be set by the preliminary site survey meeting described above. Up to two (2) additional site visits may be performed to confirm survey data and make alignment changes where design does not conform to governing standards.

- Preliminary locations and sizes of proposed culverts along the trail corridor, including the evaluation of existing culverts for proposed extensions.
- Preliminary cross sections at 50 foot intervals along trail improvements. Sections will include design surface and existing surface data and will be conducted using MicroStation Geopak. Determine necessary easement and ROW requirements using cross section data.

i. Prepare opinion of probable cost in sufficient detail to allow County to make informed decisions about the budget and scope of the project. Opinions of probable costs are based on experience and judgment of the LA and are merely opinions. The LA does not warrant that actual costs will not vary from those opinions because among other things, the LA has no control over market conditions.

j. Coordinate with CAMPO grant coordinator.

k. Prepare design program narrative that will include basis for design, pertinent information from studies and surveys and updated schedule.

l. Prepare complete Design Package including design studies, design program narrative, trail plan and profile schematic and estimate of probable costs for County review and approval.

m. Present Design Package to Commissioner's Court.

n. Meetings and presentations for this phase are limited to eight (8).

3. Surveys and Studies

a. Tree, topographic and existing conditions survey services.

- Participate in preliminary site survey meeting with design team and County staff to confirm limits of survey work. Prepare a horizontal and vertical control survey on State Plane Grid and North American Vertical Datum of 1983 (HARN 1993), NAVD 1988. Establish a minimum of six (6) benchmarks along the survey limits.
- Prepare approximately 12,300 linear feet by 50 foot wide minimum topographic survey along proposed route (Exhibit A). Locate all visible utility features and overhead obstructions along the route. Hardwood trees 8" or greater to be located and tagged, using City standards. Flowlines and inverts of utilities will not be obtained. Any existing easements will be located. An AutoCAD Civil3D 2013 file in surface coordinates utilizing NAD 1983 (HARN 1993) as the datum. Cross sections at 50' intervals and grade breaks.
- Right-of-entries shall be provided by the County.

b. Boundary Survey

- Prepare preliminary boundary map based on record data.

- Recover and locate sufficient boundary monumentation to accurately depict existing boundary lines.
- Depict the graphical location of the property lines within the limits of the survey.
- Prepare preliminary ROW acquisition maps.

c. Acquisition Survey

- Up to Twenty Four (24) metes & bounds descriptions with sketch will be provided for the use by the City to acquire easements and/or simple acquisition of properties along route.

d. Cultural Resource Plan

- Cultural Resources Background Study. Consult relevant data sources and compare data to current design plans for the Project to assess overall potential impacts to significant cultural resources. Anticipated sources include Texas Historical Commission's (THC), Online Archeological and Historical Site Atlas, The Texas Archeological Research Laboratory archives, soil and geology maps for the immediate area, land use data and previous investigations as available.
- Map and describe previously recorded archeological sites and surveys. Identify historical designations for locales, structures and districts (if any).
- Compile onto GIS- generate maps for interpretation.
- Historian will conduct a windshield survey of the project area and general facility to identify potential significant historic resources. This survey will be limited to existing public rights-of-way and data collected will include photography, GIS coordinates and field notes and is estimated to take less than one day to complete.
- Compile brief technical memo report summarizing the recorded archeological sites and surveys, soils and geology and their resulting impact on site integrity and probability, and identified historic resources (if any) in the vicinity. Particular attention will be paid to identifying areas of the proposed project corridor that have not been previously archeologically surveyed, identifying potential project constraints.
- Depending on the types of infrastructure proposed for those un-surveyed areas, additional investigation areas will be highlighted and descriptions of the projected scale of archeological survey effort for those areas will be estimated.
- Provide recommendations for archeological and historical site management and avoidance for trail facility planning purposes. GIS-generated maps and photographs of any historic resources identified will be included for visual reference. This Cultural Resources Report

will be sent in draft form for review by the County and amended/changed as necessary to produce a final copy.

- Prepare project coordination letter to be provided to the Texas Historical Commission for project coordination review in accordance with guidelines of Section 106 (if necessary) and the ACT. This letter will summarize background data collected, and proposed site avoidance strategies in an effort to receive recommendations from the THC for future work necessary for ACT and Section 106 compliance. This letter will be accompanied by GIS-generated maps and photographs of historic resources. A draft will be submitted to the County for review and comment. All revisions/additions will be addressed appropriately and a final hard copy will be submitted to the THC for review. It is anticipated that the THC will, minimally, require an archeological survey of segments of the proposed project area in order to ascertain potential impacts to previously documents and undocumented archeological sites.
- If survey is indeed recommended by the THC, the LA will procure an Antiquities Permit on behalf of the County to conducts the investigations. Following completion of any necessary investigations, a report will be prepared for review by the County detailing the results of the field work. Once approved by both, the report will be submitted to THC for their review and comment. The report will coordinate all requirements necessary to achieve regulatory clearance including the State Antiquities Landmark and National Register of Historic Places eligibility recommendations for all documented sites, and avoidance strategies for any such locales. The project assumes that the County will achieve right-of-entry to all required locations. Additional changes to the alignment may require updated information that would be performed under a supplemental scope of work an associated fee. The scope does not include any additional archeological investigations recommended by the THC subsequent to the survey and coordination of the technical reports. If so recommended by the THC, these services can be arranged under a separate scope and budget.

e. Geological Assessment and Salamander Habitat Assessment/Impact Report

- Conduct a Texas Commission on Environmental Quality (TCEQ) Geologic Assessment investigation and compile a report for inclusion in the project Water Pollution Abatement Plan as required under the Edwards Aquifer Rules (TAC Chapter 213). County is responsible for securing right of entry for field surveys. The report will include a separate cover letter addressing the potential for any geologic features

identified to be associated with habitat for endangered karst invertebrate species known in the area.

- Assess the potential for the project to cause harm to the Jollyville Plateau Salamander (JPS) which is known to occur within the Brushy Creek drainage basin. Analysis will consider the nature of the project, require water quality BMPs, the results of any available due-diligence reports, the hydrogeology of the local portion of the northern segment of the Edwards Aquifer, the ecology of the JPS, and available compliance options under the Endangered Species Act. A letter port on findings will be provided.

f. Endangered Songbird Habitat Assessment

- Visit the approximately site to evaluate the potential for occurrence of either of two federally listed endangered bird species, the golden- cheeked warbler *(Setophaga chrysoparia)* and the black-capped vireo *(Vireo atricapilla)*. Both are small migratory songbirds with breeding ranges known to include western Williamson County. The field evaluation will be performed by a biologist experienced with the habitats of both birds and who is permitted by the U.S. Fish and Wildlife Service to conduct surveys and habitat assessments for them. The report of findings will inform the conditions of participation in the Williamson County Regional Habitat Conservation Plan for the songbirds if needed.

4. Additional Services

1. Cultural resources and environmental studies and clearances beyond those in the above Scope of Services, such as those required for the TxDOT Grant funding and the THC requirements.

2. Public meetings and hearings beyond those in the above Scope of Services.

3. The scheduled time to complete the Design Phase Services (Schematic Design Services and Design Development Services), Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services of the Phase II Services is eight (8) months. Should said be delayed past 12 months due to no fault of LA, additional fees will be required.

II. Compensation

Section 11.1 of the Agreement is hereby supplemented and amended by adding the following:

For the LA's performance of the Design Phase Services (Schematic Design Services and Design Development Services), Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services of the Phase II Services, the County shall compensate the LA the "not-to-exceed" amount of: **$303,809.00**, which is allocated as follows:

Design Phase Services:	**$156,789.00**
Surveys and Studies:	**$147,020.00**

III. Schedule

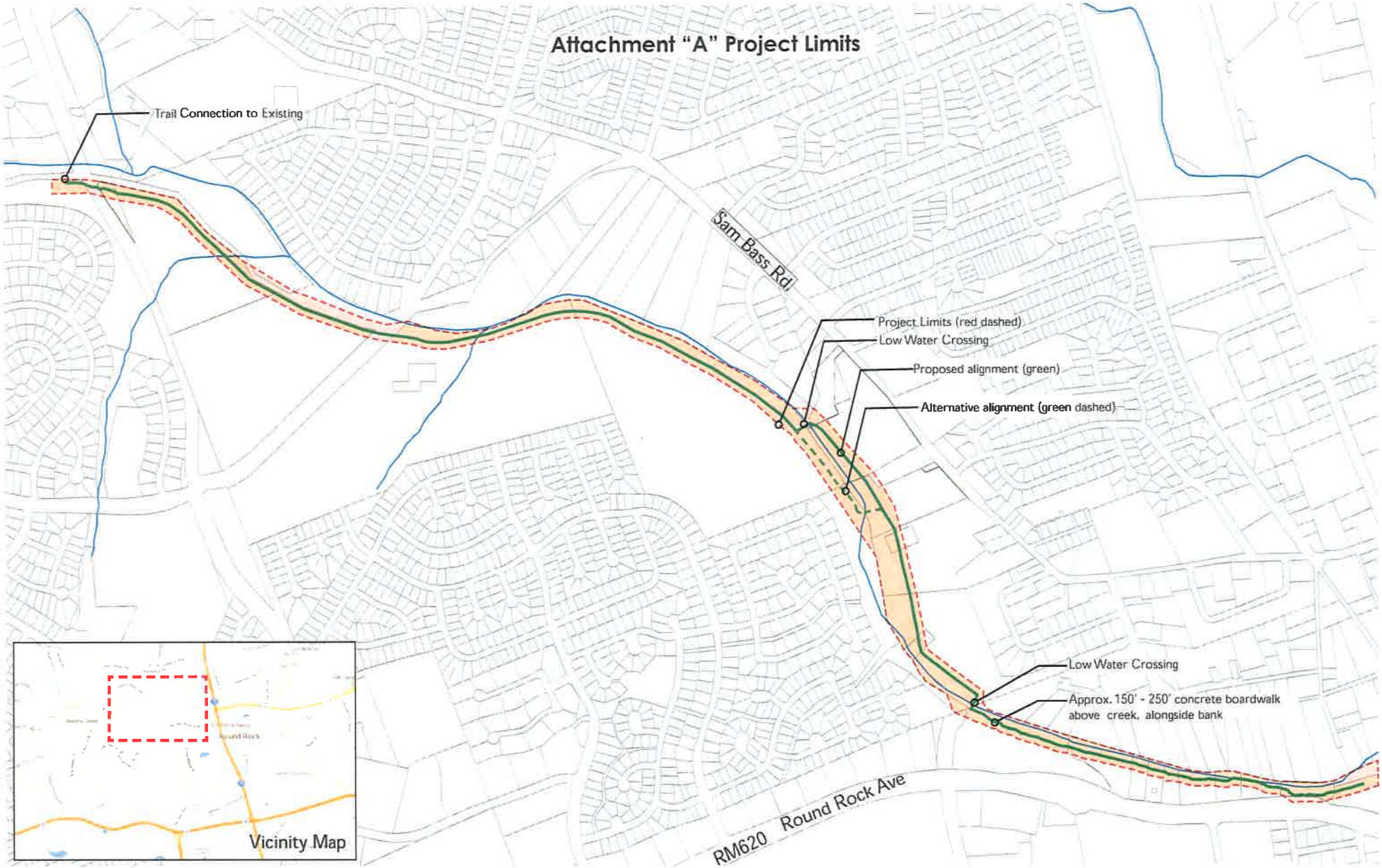
Section 3.1.3 and Exhibit "C" of the Agreement shall be supplemented by adding Attachment "B" – Schedule, which is attached hereto and is incorporated herein by reference. LA will perform the Design Phase Services (Schematic Design Services and Design Development Services), Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services of the Phase II Services in accordance with the schedule set out therein.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 1

All services described herein will be performed in accordance with the terms and conditions of the Agreement. All obligations, responsibilities, terms and conditions relating to Phase I Services under the Agreement shall apply to the services described herein. All terms of the Agreement and any prior supplemental agreements and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 1, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:	**COUNTY:**
RVE, Inc. D/B/A RVi	**Williamson County, Texas**
By: Barbara Austin	By: _____
Printed Name: Barbara Austin	Printed Name: _____
Title: Vice President	Title: _____
Date: May 19, 2016	Date: _____, 20___

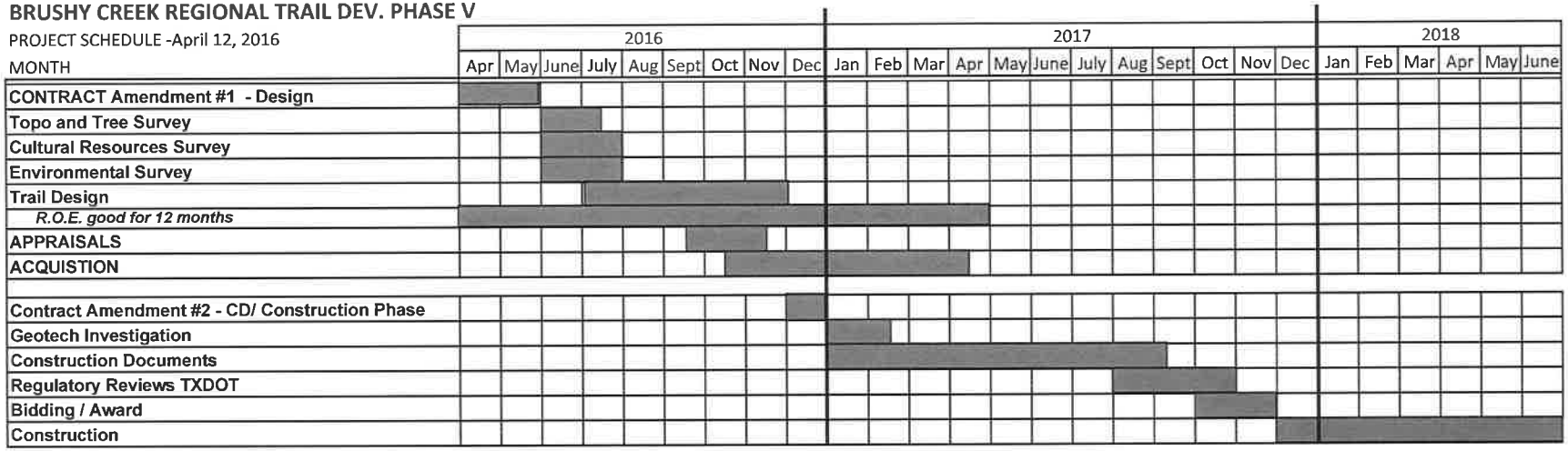


BRUSHY CREEK REGIONAL TRAIL PHASE V DEVELOPMENT

ATTACHMENT B - SCHEDULE

BRUSHY CREEK REGIONAL TRAIL DEV. PHASE V

PROJECT SCHEDULE -April 12, 2016



Commissioners Court - Regular Session **68.**

Meeting Date: 06/07/2016

Sole Source Recommendation for Purivs Systems Inc.

Submitted By: Max Bricka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Purvis Systems, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Purvis Systems, Inc. as the sole source provider of Purvis Fire Station Alert Monitoring System (PURVIS FSAS) hardware, software and services.

Background

A Purvis Fire Station Alert Monitoring System (PURVIS FSAS) was procured by Williamson County using competitive bid Process RFP #15RFP115 in 2015. Now there is a need for additional hardware, software and services associated with this original purchase. The design and software for the PURVIS FSAS is propriety and is not marketed, serviced, or resold by any other entity.

If approved. this Sole Source exemption will be effective for 60 months from the date of approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purvis Sole Source Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/01/2016 08:26 AM
County Judge Exec Asst.	Wendy Coco	06/01/2016 08:48 AM
Form Started By: Max Bricka		Started On: 05/31/2016 12:44 PM
Final Approval Date: 06/01/2016		

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

5/31/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Purvis Systems Inc.

Dear County Judge and Commissioners,

Recently our county Emergency Communications department made a request for qualifying the **sole source purchase of Purvis Fire Station Alert Monitoring System (PURVIS FSAS) hardware, software and services. The PURVIS FSAS was procured by Williamson County using competitive bid Process RFP #15RFP115 in 2015. Now there is a need for additional hardware, software and services associated with this original purchase. The design and software for the PURVIS FSAS is propriety and is not marketed, serviced, or resold by any other entity.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request submitted by Terry Purvis, Public Safety Tech. Mgr.
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Scott Parker, Director of Emergency Communications
- A price list of potential additionally needed items.
- A notarized Certificate of Interested Parties (Form 1295) as required by the Texas Ethics Commission.

The term of this Sole Source exemption will be effective for 60 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BIDSYNC

WILLIAMSON COUNTY

Welcome Mbricka@wilco.org | Logout
Need assistance?
Contact us
or call 800.990.9339

Home Search Source Tools

Vendor view of bid

Schedule Task Note

Chat | Description

Bid #1605-082 - Intent To Deem Purvis Systems Inc. As The Sole Source For Fire Station Alerting RFI

Time Left	closed	**# of offers**	0
Bid Started	May 12, 2016 2:58:26 PM CDT	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on May 26, 2016 3:00:00 PM CDT	**# of suppliers viewed**	15 (View)
Agency Information	Williamson County, Texas, TX (view agency's bids)	**Q & A**	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** Purchasing Department 901 S. Austin Avenue Georgetown TX 78626 **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	1605-082
Title	Add any documentation to this line item.
Quantity	1 each
Contract Duration	One Time Purchase
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with PURVIS Systems Incorporated for the following item(s): PURVIS Fire Station Alerting System (PURVIS FSAS) hardware, software, and services. THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED. Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 3:00 PM on May 26, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Add any documentation to this line item.

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Terry Purvis

Requestor Title: Public Safety Tech Mgr. Requestor Phone Number: 512-864-9252

Requested Sole Source Supplier:

Company Name: PURVIS Systems Incorporated

Contact Name: Michelle Craft

Address 88 Silva Lane

City: Middletown State: RI Zip Code: 02842

Phone Number: 401-845-8401 Email Address: mcraft@purvis.com

Website: http://www.purvispublicsafety.com/

Is the recommended supplier the manufacturer? (•) Yes ( ) No

Does the manufacturer sell the item(s) through distributors? ( ) Yes (•) No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

PURVIS Fire Station Alerting System (PURVIS FSAS) hardware, software, and services. The PURVIS FSAS was procured by Williamson County under a competitive bid process, RFP Number15RFP115, for Prioritized Unit Master Alerting. Following implementation of the PURVIS FSAS, Williamson County foresees the need to purchase additional quantities of PURVIS FSAS hardware and/or software, and to procure services associated with the PURVIS FSAS. See attached for a list of sole source PURVIS FSAS hardware, software, and services; no vendor other than PURVIS Systems offers the specific hardware, software, and services.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

Estimated Cost: _____

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

☒ The required item or service is proprietary to the supplier

☐ The recommended supplier holds the patent on the requested item(s)

☒ The recommended supplier is the only supplier capable of performing the requested service

☐ A specific item is needed

☒ To be compatible or interchangeable with existing hardware

☒ As a spare or replacement hardware

☒ For the repair or modification of existing hardware

☐ For technical evaluation or testing

☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

☒ It is not possible to obtain competitive bids for consideration.

If so, why:

PURVIS Systems is the only supplier of the PURVIS Fire Station Alerting System currently in use by Williamson County for the Prioritized Unit Master Alerting solution. There are no resellers that offer this product. The hardware, software and services specified are only available through PURVIS Systems.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: April 11, 2016

Signature: Terry E. Purvis

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

PURVIS SYSTEMS
INCORPORATED

10 May 2016

Williamson County, TX
Attn: Terry Purvis
Via email to tpurvis@wilco.org

Subject: Letter of Justification as the Sole Source Provider of the PURVIS Fire Station Alerting System

Dear Mr. Purvis:

PURVIS Systems Incorporated currently holds a contract with Williamson County, Texas for a Prioritized Unit Master Alerting System, 15RFP115. The PURVIS Fire Station Alerting System (PURVIS FSAS) is the implemented solution under this contract.

PURVIS Systems is the only supplier of the PURVIS FSAS currently in use by Williamson County. There are no resellers of the PURVIS FSAS. The design and software for the PURVIS FSAS are proprietary to PURVIS and some of the PURVIS FSAS hardware is manufactured by PURVIS. Any purchases of PURVIS FSAS hardware, software, and services that are itemized on the attached list are available only through PURVIS. Additionally, the PURVIS FSAS software licensed to Williamson County is subject to the terms and conditions of the End-User License Agreement that was executed between PURVIS and the County.

Please contact Michelle Craft, Contracts Manager, at 401-845-8401 or mcraft@purvis.com if you have any questions or need additional information.

Sincerely,
PURVIS Systems Incorporated

Stephen P. Massed
President

cc: Contract file

88 SILVA LANE, MIDDLETOWN, RHODE ISLAND 02842 401-849-4750/FAX 401-849-0121

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Stephen P. Massed, who after being duly sworn on oath stated the following:

My name is Stephen P. Massed. My title is President, PURVIS Systems Incorporated. I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: PURVIS Fire Station Alerting System. I am the sole-source supplier of this item because: the overall system design and software are proprietary to PURVIS. The specific hardware, software, and services on the attached list are proprietary as they are available only through PURVIS. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 10th day of May, 20 16.

Stephen P. Massed
[Signature]

Stephen P. Massed, President
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 10th May, 2016, by Susan Correia.
[Printed Name]

Susan N Correia
[Signature] Notary Public
State of Rhode Island
My Commission expires on 6/27/2019

Date: May 11, 2016

To: Kerstin Hancock, Williamson County Purchasing

From: Scott Parker, Williamson County Emergency Communications

---

Sole Source Recommendation Statement

The PURVIS FSAS was procured by Williamson County under a competitive bid process, RFP Number15RFP115, for Prioritized Unit Master Alerting. Following implementation of the PURVIS FSAS, Williamson County foresees the need to purchase additional quantities of PURVIS FSAS hardware and/or software, and to procure services associated with the PURVIS FSAS. See attached for a list of sole source PURVIS FSAS hardware, software, and services; no vendor other than PURVIS Systems offers the specific hardware, software, and services.

After reviewing the documentation, I concur with the assessment that Purvis Systems, Inc. is the only supplier of the Purvis FSAS currently in use at Williamson County for the Prioritized Unit Master Alerting solution. There are no resellers that offer this product, hardware, software or services.

Respectfully,

Scott Parker
Director, Emergency Communications

Respectful, Professional, Excellence in Care and Service

Fire Station Alerting System (FSAS) Hardware		
PURVIS Part Number	**Description**	**Unit Price ***
315-320003-131-1	FSAS Radio Interface Unit (RIU) - One (1) Channel - 1U	$2,680
315-320001-131	FSAS Radio Interface Unit (RIU) - Six (6) Channel - 3U	$7,400
315-320301-107	FSAS RIU Mounting Bracket - 1U	$100
315-030002-131	FSAS Station Control Unit (SCU) - Wall Mount with Integrated Touch Screen	$20,196
315-030003-131	FSAS Station Control Unit (SCU) - Wall Mount with No Screen	$18,314
315-030004-131	FSAS Station Control Unit (SCU) - Rack Mount with No Screen	$18,314
315-390001-131-4	FSAS Audio Priority Switch (APS) 4 Zone	$4,705
315-390001-131-8	FSAS Audio Priority Switch (APS) 8 Zone	$7,705
315-390200-107	FSAS APS Mounting Bracket	$70
315-430000-131-4	FSAS Audio Expansion Module (AXM) 4 Zone	$2,615
315-430000-131-8	FSAS Audio Expansion Module (AXM) 8 Zone	$3,335
315-430000-131-12	FSAS Audio Expansion Module (AXM) 12 Zone	$4,030
315-430000-131-16	FSAS Audio Expansion Module (AXM) 16 Zone	$4,720
315-430200-107	FSAS AXM Mounting Bracket	$70
315-420000-131-8	FSAS Relay Expansion Module (RXM) 8 Relay	$2,585
315-420000-131-16	FSAS Relay Expansion Module (RXM) 16 Relay	$3,180
315-420000-131-24	FSAS Relay Expansion Module (RXM) 24 Relay	$3,780
315-420000-131-32	FSAS Relay Expansion Module (RXM) 32 Relay	$4,375
315-420200-107	FSAS RXM Mounting Bracket	$70
315-440000-131-4/8	FSAS Audio/Relay Expansion Module (ARXM) 4 Zone/8 Relay	$3,275
315-440000-131-4/16	FSAS Audio/Relay Expansion Module (ARXM) 4 Zone/16 Relay	$3,900
315-440000-131-8/8	FSAS Audio/Relay Expansion Module (ARXM) 8 Zone/8 Relay	$4,100
315-440000-131-8/16	FSAS Audio/Relay Expansion Module (ARXM) 8 Zone/16 Relay	$4,725
315-440200-107	FSAS ARXM Mounting Bracket	$70
315-410000-131	FSAS Dorm Remote	$90
315-450000-131-R	FSAS Ceiling Speaker with Integrated Night Lighting	$270
315-320001-134	FSAS Radio Interface Unit Spares Kit	$750
315-030004-134	FSAS Station Control Unit Spares Kit	$4,545
315-390001-134	FSAS Audio Priority Switch (APS) Spares Kit	$1,625
315-430000-134	FSAS Audio Expansion Module (AXM) Spares Kit	$930
315-420000-134	FSAS Relay Expansion Module (RXM) Spares Kit	$875
315-440000-134	FSAS Audio/Relay Expansion Module (ARXM) Spares Kit	$1,300

Fire Station Alerting System (FSAS) Software		
Part Number	**Description**	**Unit Price ***
315-018000-120	FSAS Central Server Software License	$10,000
315-011300-119	FSAS PURVIS API License	$5,000
315-028000-120	FSAS DM Console Software License	$1,500
315-480000-120	FSAS Mobile Alerting Service	$3,800
315-480100-120	FSAS Mobile Alerting Application License	$1,900

Project Services	
Description	**Price ****
Customization of PURVIS FSAS Server Software to implement new operational functionality	TBD
Customization of PURVIS FSAS DM Software to implement new operational functionality	TBD
Customization of PURVIS FSAS SCU Software to implement new operational functionality	TBD
Interface PURVIS FSAS to other systems (i.e. CAD, Mobile Applications, etc)	TBD
PURVIS FSAS Training	TBD
PURVIS FSAS Post Warranty Maintenance Services	TBD

* Unit Price is the current list price as of 5/10/16. Prices may be subject to annual economic adjustment

** Prices for Services are negotiated individually for the specific customer requirements of each project

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-62920

Date Filed:
05/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PURVIS Systems Incorporated
Middletown, RI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

solepurv2016
PURVIS FSAS hardware, software, and services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kateridge, Thomas	Queens Village, NY United States	X	
Augart, Helmut	Middletown, RI United States	X	
Drago, Joseph	Middletown, RI United States	X	
PURVIS Systems Employee Stock Ownership Trust	Middletown, RI United States	X	
Correia, Susan	Middletown, RI United States	X	
Massed, Stephen	Middletown, RI United States	X	
Desposito, John	Middletown, RI United States	X	
Lepanto, Michael	Middletown, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Michelle Craft
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michelle Craft, this the 27th day of May, 20 16, to certify which, witness my hand and seal of office.

Susan Correia — Susan Correia

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-62920

Date Filed:
05/27/2016

Date Acknowledged:
05/31/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PURVIS Systems Incorporated
Middletown, RI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

solepurv2016
PURVIS FSAS hardware, software, and services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kateridge, Thomas	Queens Village, NY United States	X	
Augart, Helmut	Middletown, RI United States	X	
Drago, Joseph	Middletown, RI United States	X	
PURVIS Systems Employee Stock Ownership Trust	Middletown, RI United States	X	
Correia, Susan	Middletown, RI United States	X	
Massed, Stephen	Middletown, RI United States	X	
Desposito, John	Middletown, RI United States	X	
Lepanto, Michael	Middletown, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Commissioners Court - Regular Session **69.**

Meeting Date: 06/07/2016

Extend Lease Agreement for 9769 Hwy 29 W

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626 for the term of July 1, 2016 through June 30, 2017, with tenant Mr. Greg. Boatright.

Background

This is the first extension of (four) 4 possible, one (1) year renewal options. Rent is $852.16 per month with $339.78 in property tax.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement 9769

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Sydney Richardson		Started On: 06/01/2016 11:45 AM
Final Approval Date: 06/02/2016		

AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

Landlord: Williamson County, Texas, a political subdivision of the State of Texas

Tenant: Greg Boatright

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas, (hereinafter referred to as the as "Landlord"), and Greg Boatright, (hereinafter referred to as "Tenant"), wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas, 78628, and as further described in the Residential Lease, (hereinafter referred to as the "Premises), to Tenant for the purposes and duration described therein.

Agreement to Extend Residential Lease:

First Extension Term: Following the Initial Term of the Residential Lease and in accordance with Paragraph 4 of the Residential Lease, Tenant requested to extend the Residential Lease for an addition Extension Term of one (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on July 1, 2016 and continuing thereafter until June 30, 2017. This extension is the first of the four allowable one (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises during the Extension Term subject of this agreement eight hundred fifty-two dollars and sixteen cents ($852.16) plus three hundred thirty-nine dollars and seventy-eight cents ($339.78)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1st) day of each calendar month in advance, beginning on the first (1st) day of July, 2016 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.

* ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the

terms of this Amendment to Residential Lease Agreement shall control. All other existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1ST DAY OF JULY, 2016:

LANDLORD:

Williamson County, Texas

By: _____
Dan A. Gattis,
County Judge

TENANT:

By: _____
Greg Boatright

Commissioners Court - Regular Session **70.**

Meeting Date: 06/07/2016

Advertise Hauling Construction Material, Bid 1606 088 for Williamson County Road and Bridge

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing to advertise and receive bids for Hauling Construction Material for Williamson County Road and Bridge, Bid 1606 088.

Background

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Jewel Walker		Started On: 06/01/2016 03:20 PM
Final Approval Date: 06/02/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Hauling Construction Materials

BIDS MUST BE RECEIVED ON OR BEFORE:
Jul 6, 2016 3:30:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Jul 6, 2016 3:30:00 PM CDT

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.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: 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.

✓ 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.

✓ 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 1606-088
Hauling Construction Materials

Bid Number	**1606-088**
Bid Title	**Hauling Construction Materials**
Expected Expenditure	**$105,000.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Jul 6, 2016 3:30:00 PM CDT**
Question & Answer End Date	**Jul 1, 2016 5:00:00 PM CDT**
Bid Contact	**Jewel Walker** **Purchasing Specialist III** **512-943-1692** **jewel.walker@wilco.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Pre-Bid Conference	**Jun 21, 2016 3:30:00 PM CDT** **Attendance is optional** **Location: Williamson County - Road and Bridge** **3151 S.E. Inner Loop** **Georgetown, TX 78626**

Bid Comments

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges.

BID REQUIREMENTS

BID CHECK LIST

If entering an electronic bid in BIDSYNC (PREFERRED):

Pricing – Enter Bid amount on each line item (4 lines)

The following documents MUST be completed and attached to FIRST LINE ITEM.

Conflict of Interest Form – Fillable form

References – Fillable form (or if preferred, attach your list of references here)

Bid Affidavit – Fillable Form - if completed in Bidsync, not necessary for notary.

If delivering a paper bid instead of electronic:

Download and complete the attached PDF Bid Form and all required bid documents listed above.

Note: Bid Affidavit must be completed and notarized if providing a Paper Bid.

Send (1) original, (2) copies and (1) USB or CD copy of the required documents in a sealed, fully labeled envelope to:

Williamson County Purchasing
Attn: Hauling Construction Materials
901 South Austin Ave
Georgetown, TX 78626

BIDS THAT ARE SUBMITTED PARTIALLY ELECTRONIC VIA BIDSYNC and PARTIALLY PAPER WILL BE DISQUALIFIED.

CONTRACT ADMINISTRATION

J. Terron Evertson , P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing

Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

The Successful Bidder agrees to maintain insurance in accordance with this IFB.
Successful Bidder will be required to submit Certificates of Insurance prior to being awarded the contract . A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:

Williamson County, 901 South Austin Avenue, Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement between the Successful Bidder and County.

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, insurance in accordance with this provision.

The following coverage limits shall be required at a minimum:

Worker's Compensation	**Statutory – Texas Law**
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**

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	**$1,000,000**	**$1,000,000**

Aggregate policy limits: $1,000,000

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	**PER PERSON**	**PER OCCURRENCE**
Bodily injury (including death)	**$1,000,000**	**$1,000,000**
Property damage	**$1,000,000**	**$1,000,000**
Aggregate policy limits:	**No aggregate limit**	

E. Umbrella Coverage: $1,000,000

Item Response Form

Item	**1606-088--01-01 - ATTACH PRICING TO THIS LINE ITEM**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Please attach all required bid documents to this line item

SEE ATTACHED BID FORM · COMPLETE AND ATTACH HERE.

General Notes and Technical Specifications

General Information

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the Bid in whole to one Bidder or to award a contract on each separate item or combination of items to multiple Bidders, as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the Successful Bidder(s) during the term of this Contract, the County reserves the right to purchase the item(s) from sources other than the Successful Bidder(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County acting by and through the Williamson County Road and Bridge Division

Successful Bidder: The responsible Bidder to whom Williamson County intends to award the Contract.

Engineer: Director of the Williamson County Road and Bridge Division, or designee.

Department: Williamson County Road and Bridge Division

General Notes

Successful Bidder shall comply with all applicable State and Federal Laws related to commercial motor vehicles.

Successful Bidder shall possess all applicable permits, registrations and licenses, including but not limited to those required by the Texas Department of Transportation, the Texas Department of Motor Vehicles, the Texas Department of Public Safety, and the Texas Commission on Environmental Quality (if necessary).

Successful Bidder shall comply with Texas Motor Carrier's Guide to Highway Safety

Should Successful Bidder's employees be found driving in a manner not in keeping with acceptable safe practices, the Engineer may remove them from the project; provided, however, as set out herein above, the Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of County in the results of the work only. Furthermore and as set out herein above, Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder.

Successful Bidder shall comply with insurance requirements dictated within this contract.

Do not park vehicles where driver sight distance to businesses and side street intersections is obstructed. If it is necessary to park where drivers' views are blocked, Successful Bidder shall make every effort to flag traffic accordingly. Give the travelling public first priority.

Once work begins, Successful Bidder shall continuously execute the work until completion, unless otherwise directed by Engineer.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Successful Bidder shall be liable for the repair and restoration of any property damaged as a result of the Successful Bidder's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by hauling operation. Successful Bidder will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during hauling operation shall be replaced with plant material of comparable size and quality approved by the County.

Successful Bidder's vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Engineer.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

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 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 '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."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.
General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.
Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

2.7 Bid Obligation

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

2.8 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.
To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:
the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

2.11 Responsibility

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to meet the following requirements:

a) have adequate financial resources, or the ability to obtain such resources as required;
b) be able to comply with the required or proposed delivery schedule;
c) have a satisfactory record of performance that can be determined thru references provided
d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

2.12 Firm Pricing

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 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.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and
d) Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
e) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
f) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
g) "Bidder" – A person or entity who submits a Bid in response to this IFB.
h) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
i) "Successful Bidder"– The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

3.2.8 Termination

a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction. In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse Williamson County as set out in this provision, Williamson County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

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

3.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. Williamson County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of Williamson County for which Williamson County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

3.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. Williamson County is not obligated to purchase any minimum amount, and Williamson County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

3.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or

goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and Williamson County.

3.2.38 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.
As a minimum, invoices shall include:

a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
b) Williamson County contract, Purchase Order, and/or delivery order number
c) Identification of items or service as outlined in the Contract
d) Quantity or quantities, applicable unit prices, total prices, and total amount
e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County.
If an ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement ***before*** submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

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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

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

BIDDER NAME:

ITEM #	DESCRIPTION	UNIT	UNIT PRICE		
			Belly Dump	End Dump	12 yd Bob Tail
1	Hauling, 0.0 to 5.5 Miles (Mile Minimum)	Ton-Mile			
		Ton-Mile			
		Ton-Mile			
	Hauling, 5.6 to 10.0 Miles (Mile Minimum)	Ton-Mile			
		Ton-Mile			
		Ton-Mile			
	Hauling, 10.1 to 15.0 Miles (Mile Minimum)	Ton-Mile			
		Ton-Mile			
		Ton-Mile			

ATTACH A MILEAGE CHART SHOWING PRICES FOR 15 PLUS MILES.

NOTE ANY EXCEPTIONS:

* Ton-mile unit price shall be based on fully loaded truck.

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 of Respondent:

Address of Respondent:

Email:

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

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1606-088 - Hauling Construction Materials

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **71.**

Meeting Date: 06/07/2016

Approve License Agreement with Pictometry

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on approving License Agreement with Pictometry International Corporation for Williamson County GIS Department.

Background

This agreement is for aerial photography for 9-1-1 purposes for the not to exceed amount of $24,658.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pictometry License Agmt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Connie Singleton		Started On: 06/01/2016 03:58 PM
Final Approval Date: 06/02/2016		

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND WILLIAMSON COUNTY ("Customer")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, Texas 78626	Rochester, NY 14623
Attn: George Strebel, GIS Manager	Attn: Contract Administration
Phone: (512) 943-1474 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
WILLIAMSON COUNTY	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:** Linda M. Salpini
TITLE:	**TITLE:** Senior Vice President, Finance
DATE:	**EXECUTION DATE:** 4/26/16
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C184260

BILL TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	MThom	Annual

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along	$0.00		$0.00

		with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$6,164.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – SECOND PROJECT	$6,164.50

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line:	$450.00	$405.00 (10%)	$3,645.00

		0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.			
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – THIRD PROJECT	$6,164.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this	$750.00	$562.50 (25%)	$562.50

		product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)			
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
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1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FOURTH PROJECT	$6,164.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$24,658.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

SECOND PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

THIRD PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

FOURTH PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – THIRD PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – FOURTH PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product: **Pictometry Connect View - CA**
Admin User: George Strebel
Admin User Email: gstrebel@wilco.org
Requested Activation: Upon Authorization
Special Instructions:

Product: **Pictometry Connect - CA - 50**
Admin User: George Strebel
Admin User Email: gstrebel@wilco.org
Requested Activation: Upon Authorization
Special Instructions:

CONNECT – SECOND PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – THIRD PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – FOURTH PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: TX Williamson (Primary)

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – THIRD PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – FOURTH PROJECT

Geofence: TX Williamson

RapidAccess—Disaster Response Program (DRP)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term**. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination**. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

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1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
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1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
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1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
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1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
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1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

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2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

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3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
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3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

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4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will your authorize or permit any user of the WVO Services to do so.

1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.

1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.

1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.

1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.

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3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Capture Contingency: The Projects set forth in this Agreement do not meet Pictometry's minimum stand-alone project size. Therefore, notwithstanding anything herein to the contrary, Pictometry's obligation to complete each of the Projects set forth in this Agreement is contingent upon Pictometry's completion of an image capture scheduled for Williamson Central Appraisal District or another customer in close proximity to the Williamson County capture area ("Additional Capture"). In the event that an Additional Capture does not occur with respect to each Project set forth in this Agreement, Pictometry is under no obligation to complete such Project.

4. Non-appropriation of Funds: If, for any fiscal year, the funds required to make the payment due under the terms of this Agreement have not been appropriated and such non-appropriation is memorialized in a Budget Order entered by the Williamson County Commissioners Court, Customer shall provide Pictometry with written notice of such non-appropriation of funds by October 1, 2016 with respect to the First Project and by October 1st of each subsequent year during the four-year project cycle of this Agreement.

In the event such non-appropriation of funds occurs:

a. This Agreement shall become void with respect to the project for which funds have not been appropriated and all subsequent projects set forth in Section A of this Agreement;

b. All terms and conditions with respect to any projects set forth in Section A of this Agreement that have been completed prior to such non-appropriation of funds shall remain in full force and effect; and

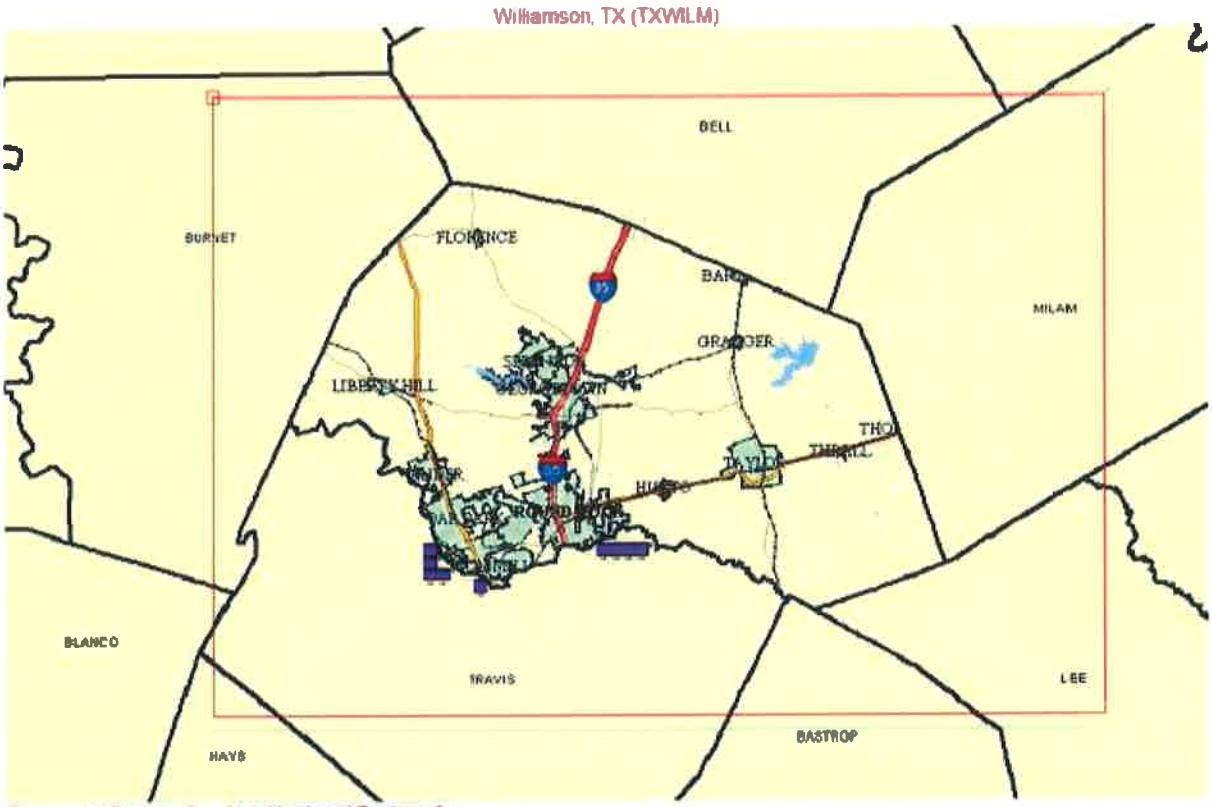
c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

5. Payments Pursuant to Texas Government Law: 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.

6. Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, 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 Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP


Williamson, TX (TXWILM)
BELL
BURNET
FLORENCE
MILAM
BLANCO
TRAVIS
LEE
BASTROP
HAYS
Community Sectors: 0
Neighborhood Sectors: 9

Commissioners Court - Regular Session **72.**

Meeting Date: 06/07/2016

Award RM 2243 at Escalera Road Bond Project

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding bids received for RM 2243 Escalera Parkway & SH 20 at Cedar Hollow, Bid# 1604-067 to the lowest and best bidder – Aaron Concrete Contracting.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Analysis

Contractor Recommendation

Engineer Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 03:53 PM
Form Started By: Connie Singleton		Started On: 06/02/2016 07:42 AM
Final Approval Date: 06/02/2016		

Williamson County Road Bond Program
1604-067 RM 2243 at Escalera Pkwy SH 29 at Cedar Hollow
HNTB Bid Tabulation
May 31, 2016

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Aaron Concrete Contractors	$355,279.00	1	($85,808.00)	-19.5%	-	-
CRU Ltd	$411,659.54	2	($29,427.46)	-6.7%	$ 56,380.54	15.9%
Smith Contracting	$424,766.05	3	($16,320.95)	-3.7%	$ 69,487.05	19.6%
Austin Engineering	$429,063.25	4	($12,023.75)	-2.7%	$ 73,784.25	20.8%
Patin Construction	$523,668.65	5	$82,581.65	18.7%	$ 168,389.65	47.4%

Williamson County Road Bond Program
Rm 2443 at Escalera Pkwy SH 29 at Cedar Hollow
HNTB Bid Tabulations
May 31, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Contractors		CRU Ltd		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING RIGHT OF WAY	13.60	STA	$ 3,050.00	$ 41,480.00	$ 1,200.00	$ 16,320.00	$ 1,826.40	$ 24,839.04	$ 3,000.00	$ 40,800.00
2	104-6022	REMOVING CONC (CURB AND GUTTER)	100.00	LF	$ 20.00	$ 2,000.00	$ 20.00	$ 2,000.00	$ 24.40	$ 2,440.00	$ 12.00	$ 1,200.00
3	110-6001	EXCAVATION (ROADWAY)	527.00	CY	$ 30.00	$ 15,810.00	$ 30.00	$ 15,810.00	$ 72.20	$ 38,049.40	$ 70.00	$ 36,890.00
4	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	759.00	CY	$ 40.00	$ 30,360.00	$ 30.00	$ 22,770.00	$ 54.70	$ 41,517.30	$ 55.00	$ 41,745.00
5	160-6003	FURNISHING AND PLACING TOPSOIL (4")	2,921.00	SY	$ 4.00	$ 11,684.00	$ 4.00	$ 11,684.00	$ 3.10	$ 9,055.10	$ 5.00	$ 14,605.00
6	164-6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	3,656.00	SY	$ 1.00	$ 3,656.00	$ 0.40	$ 1,462.40	$ 1.20	$ 4,387.20	$ 0.50	$ 1,828.00
7	164-6041	DRILL SEEDING (TEMP) (WARM)	1,829.00	SY	$ 1.00	$ 1,829.00	$ 0.40	$ 731.60	$ 1.20	$ 2,194.80	$ 0.50	$ 914.50
8	164-6043	DRILL SEEDING (TEMP) (COOL)	1,829.00	SY	$ 1.00	$ 1,829.00	$ 0.40	$ 731.60	$ 1.20	$ 2,194.80	$ 0.50	$ 914.50
9	168-6001	VEGETATIVE WATERING	90.00	MG	$ 30.00	$ 2,700.00	$ 40.00	$ 3,600.00	$ 60.00	$ 5,400.00	$ 20.00	$ 1,800.00
10	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	3,656.00	SY	$ 2.00	$ 7,312.00	$ 3.00	$ 10,968.00	$ 1.80	$ 6,580.80	$ 1.50	$ 5,484.00
11	247-6392	FL BS (CMP IN PLACE)(TY D GR 5)(FNL POS)	682.00	CY	$ 102.00	$ 69,564.00	$ 78.00	$ 53,196.00	$ 123.20	$ 84,022.40	$ 122.00	$ 83,204.00
12	310-6027	PRIME COAT (MC-30 OR AE-P)	363.00	GAL	$ 10.00	$ 3,630.00	$ 12.00	$ 4,356.00	$ 10.80	$ 3,920.40	$ 9.00	$ 3,267.00
13	340-6011	D-GR HMA(SQ) TY-B PG64-22	366.00	TON	$ 125.00	$ 45,750.00	$ 180.00	$ 65,880.00	$ 132.00	$ 48,312.00	$ 120.00	$ 43,920.00
14	340-6120	D-GR HMA (SQ) TY-D SAC-B PG70-22	94.00	TON	$ 225.00	$ 21,150.00	$ 190.00	$ 17,860.00	$ 180.00	$ 16,920.00	$ 170.00	$ 15,980.00
15	347-6001	TOM (ASPHALT) PG 76-22	4.30	TON	$ 200.00	$ 860.00	$ 650.00	$ 2,795.00	$ 360.00	$ 1,548.00	$ 275.00	$ 1,182.50
16	347-6002	TOM-C (AGGREGATE) SAC-A	55.70	TON	$ 150.00	$ 8,355.00	$ 650.00	$ 36,205.00	$ 360.00	$ 20,052.00	$ 275.00	$ 15,317.50
17	432-6002	RIPRAP (CONC)(5 IN)	5.00	CY	$ 200.00	$ 1,000.00	$ 600.00	$ 3,000.00	$ 1,140.00	$ 5,700.00	$ 1,000.00	$ 5,000.00
18	496-6007	REMOV STR (PIPE)	42.00	LF	$ 30.00	$ 1,260.00	$ 35.00	$ 1,470.00	$ 30.00	$ 1,260.00	$ 12.00	$ 504.00
19	500-6001	MOBILIZATION	1.00	LS	$ 42,000.00	$ 42,000.00	$ 30,000.00	$ 30,000.00	$ 18,000.00	$ 18,000.00	$ 38,000.00	$ 38,000.00
20	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	6.00	MO	$ 10,000.00	$ 60,000.00	$ 700.00	$ 4,200.00	$ 2,400.00	$ 14,400.00	$ 2,800.00	$ 16,800.00
21	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	20.00	LF	$ 50.00	$ 1,000.00	$ 31.00	$ 620.00	$ 90.00	$ 1,800.00	$ 55.00	$ 1,100.00
22	506-6011	ROCK FILTER DAMS (REMOVE)	20.00	LF	$ 20.00	$ 400.00	$ 12.00	$ 240.00	$ 90.00	$ 1,800.00	$ 27.00	$ 540.00
23	506-6030	BACKHOE WORK (EROSION & SEDMT CONT)	2.00	HR	$ 75.00	$ 150.00	$ 73.00	$ 146.00	$ 300.00	$ 600.00	$ 130.00	$ 260.00
24	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	1,310.00	LF	$ 6.00	$ 7,860.00	$ 2.50	$ 3,275.00	$ 3.00	$ 3,930.00	$ 2.60	$ 3,406.00
25	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	1,310.00	LF	$ 2.00	$ 2,620.00	$ 0.40	$ 524.00	$ 0.90	$ 1,179.00	$ 0.90	$ 1,179.00
26	529-6032	CONCRETE GUTTER (MODIFIED)	194.00	LF	$ 30.00	$ 5,820.00	$ 27.00	$ 5,238.00	$ 30.00	$ 5,820.00	$ 15.00	$ 2,910.00
27	530-6005	DRIVEWAYS (ACP)	45.00	SY	$ 50.00	$ 2,250.00	$ 160.00	$ 7,200.00	$ 120.00	$ 5,400.00	$ 130.00	$ 5,850.00
28	644-6001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	5.00	EA	$ 680.00	$ 3,400.00	$ 515.00	$ 2,575.00	$ 630.00	$ 3,150.00	$ 650.00	$ 3,250.00
29	644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	4.00	EA	$ 650.00	$ 2,600.00	$ 600.00	$ 2,400.00	$ 540.00	$ 2,160.00	$ 515.00	$ 2,060.00
30	644-6075	RELOCATE SM RD SN SUP&AM(SIGN ONLY)	1.00	EA	$ 300.00	$ 300.00	$ 330.00	$ 330.00	$ 540.00	$ 540.00	$ 515.00	$ 515.00
31	644-6076	REMOVE SM RD SN SUP & AM	1.00	EA	$ 150.00	$ 150.00	$ 610.00	$ 610.00	$ 540.00	$ 540.00	$ 600.00	$ 600.00
32	644-6080	RELOCATE SM RD SN SUP & AM TY TEMP	2.00	EA	$ 325.00	$ 650.00	$ 610.00	$ 1,220.00	$ 540.00	$ 1,080.00	$ 925.00	$ 1,850.00
33	666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	853.00	LF	$ 6.00	$ 5,118.00	$ 2.00	$ 1,706.00	$ 3.60	$ 3,070.80	$ 3.30	$ 2,814.90
34	666-6041	REFL PAV MRK TY I (W) 12" (SLD) (090 MIL)	84.00	LF	$ 7.00	$ 588.00	$ 4.50	$ 378.00	$ 24.00	$ 2,016.00	$ 19.00	$ 1,596.00
35	666-6053	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	4.00	EA	$ 500.00	$ 2,000.00	$ 94.00	$ 376.00	$ 330.00	$ 1,320.00	$ 335.00	$ 1,340.00
36	666-6077	REFL PAV MRK TY I (W) (WORD) (090 MIL)	4.00	EA	$ 500.00	$ 2,000.00	$ 156.00	$ 624.00	$ 390.00	$ 1,560.00	$ 400.00	$ 1,600.00
37	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	1,208.00	LF	$ 5.00	$ 6,040.00	$ 0.80	$ 966.40	$ 1.80	$ 2,174.40	$ 1.85	$ 2,234.80
38	666-6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	120.00	LF	$ 5.00	$ 600.00	$ 0.80	$ 96.00	$ 3.00	$ 360.00	$ 2.00	$ 240.00
39	672-6007	REFL PAV MRKR TY I-C	43.00	EA	$ 12.00	$ 516.00	$ 12.00	$ 516.00	$ 13.20	$ 567.60	$ 2.00	$ 86.00
40	677-6001	ELIM EXT PAV MRK & MRKS (4")	1,199.00	LF	$ 4.00	$ 4,796.00	$ 1.00	$ 1,199.00	$ 1.50	$ 1,798.50	$ 1.65	$ 1,978.35
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
41	999-WC01	FORCE ACCOUNT	20000	DOL	$1.00	$20,000.00	$1.00	$20,000.00	$1.00	$20,000.00	$1.00	$20,000.00

Williamson County Road Bond Program
Rm 2443 at Escalera Pkwy SH 29 at Cedar Hollow
HNTB Bid Tabulations
May 31, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Contractors		CRU Ltd		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$441,087.00**		**$355,279.00**		**$411,659.54**		**$424,766.05**
		ACTUAL BID PROPOSAL				$441,087.00		$355,279.00		$411,659.54		$424,766.05
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond						Yes		Yes		Yes
		Bid Affidavit						Yes		Yes		Yes
		Conflict of Interest Questionnaire						Yes		Yes		Yes
		Bidder References (Minimum of Three)						Yes		Yes		Yes

Williamson County Road Bond Program
Rm 2443 at Escalera Pkwy SH 29 at Cedar Hollow
HNTB Bid Tabulations
May 31, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Engineering		Patin Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING RIGHT OF WAY	13.60	STA	$ 4,500.00	$ 61,200.00	$ 12,000.00	$ 163,200.00
2	104-6022	REMOVING CONC (CURB AND GUTTER)	100.00	LF	$ 20.00	$ 2,000.00	$ 20.00	$ 2,000.00
3	110-6001	EXCAVATION (ROADWAY)	527.00	CY	$ 25.00	$ 13,175.00	$ 30.00	$ 15,810.00
4	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	759.00	CY	$ 12.00	$ 9,108.00	$ 40.00	$ 30,360.00
5	160-6003	FURNISHING AND PLACING TOPSOIL (4")	2,921.00	SY	$ 4.50	$ 13,144.50	$ 5.00	$ 14,605.00
6	164-6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	3,656.00	SY	$ 0.65	$ 2,376.40	$ 0.60	$ 2,193.60
7	164-6041	DRILL SEEDING (TEMP) (WARM)	1,829.00	SY	$ 0.65	$ 1,188.85	$ 0.60	$ 1,097.40
8	164-6043	DRILL SEEDING (TEMP) (COOL)	1,829.00	SY	$ 0.65	$ 1,188.85	$ 0.60	$ 1,097.40
9	168-6001	VEGETATIVE WATERING	90.00	MG	$ 110.00	$ 9,900.00	$ 100.00	$ 9,000.00
10	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	3,656.00	SY	$ 2.00	$ 7,312.00	$ 4.00	$ 14,624.00
11	247-6392	FL BS (CMP IN PLACE)(TY D GR 5)(FNL POS)	682.00	CY	$ 50.00	$ 34,100.00	$ 84.00	$ 57,288.00
12	310-6027	PRIME COAT (MC-30 OR AE-P)	363.00	GAL	$ 11.80	$ 4,283.40	$ 12.00	$ 4,356.00
13	340-6011	D-GR HMA(SQ) TY-B PG64-22	366.00	TON	$ 185.00	$ 67,710.00	$ 150.00	$ 54,900.00
14	340-6120	D-GR HMA (SQ) TY-D SAC-B PG70-22	94.00	TON	$ 185.00	$ 17,390.00	$ 215.00	$ 20,210.00
15	347-6001	TOM (ASPHALT) PG 76-22	4.30	TON	$ 670.00	$ 2,881.00	$ 350.00	$ 1,505.00
16	347-6002	TOM-C (AGGREGATE) SAC-A	55.70	TON	$ 670.00	$ 37,319.00	$ 350.00	$ 19,495.00
17	432-6002	RIPRAP (CONC)(5 IN)	5.00	CY	$ 920.00	$ 4,600.00	$ 850.00	$ 4,250.00
18	496-6007	REMOV STR (PIPE)	42.00	LF	$ 20.00	$ 840.00	$ 40.00	$ 1,680.00
19	500-6001	MOBILIZATION	1.00	LS	$ 50,000.00	$ 50,000.00	$ 25,000.00	$ 25,000.00
20	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	6.00	MO	$ 3,000.00	$ 18,000.00	$ 2,500.00	$ 15,000.00
21	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	20.00	LF	$ 30.00	$ 600.00	$ 35.00	$ 700.00
22	506-6011	ROCK FILTER DAMS (REMOVE)	20.00	LF	$ 18.00	$ 360.00	$ 20.00	$ 400.00
23	506-6030	BACKHOE WORK (EROSION & SEDMT CONT)	2.00	HR	$ 220.00	$ 440.00	$ 500.00	$ 1,000.00
24	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	1,310.00	LF	$ 2.50	$ 3,275.00	$ 3.50	$ 4,585.00
25	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	1,310.00	LF	$ 1.00	$ 1,310.00	$ 1.50	$ 1,965.00
26	529-6032	CONCRETE GUTTER (MODIFIED)	194.00	LF	$ 100.00	$ 19,400.00	$ 50.00	$ 9,700.00
27	530-6005	DRIVEWAYS (ACP)	45.00	SY	$ 130.00	$ 5,850.00	$ 85.00	$ 3,825.00
28	644-6001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	5.00	EA	$ 655.00	$ 3,275.00	$ 700.00	$ 3,500.00
29	644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	4.00	EA	$ 530.00	$ 2,120.00	$ 655.00	$ 2,620.00
30	644-6075	RELOCATE SM RD SN SUP&AM(SIGN ONLY)	1.00	EA	$ 530.00	$ 530.00	$ 455.00	$ 455.00
31	644-6076	REMOVE SM RD SN SUP & AM	1.00	EA	$ 400.00	$ 400.00	$ 500.00	$ 500.00
32	644-6080	RELOCATE SM RD SN SUP & AM TY TEMP	2.00	EA	$ 650.00	$ 1,300.00	$ 500.00	$ 1,000.00
33	666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	853.00	LF	$ 3.40	$ 2,900.20	$ 4.25	$ 3,625.25
34	666-6041	REFL PAV MRK TY I (W) 12" (SLD) (090 MIL)	84.00	LF	$ 19.35	$ 1,625.40	$ 24.00	$ 2,016.00
35	666-6053	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	4.00	EA	$ 345.00	$ 1,380.00	$ 425.00	$ 1,700.00
36	666-6077	REFL PAV MRK TY I (W) (WORD) (090 MIL)	4.00	EA	$ 410.00	$ 1,640.00	$ 500.00	$ 2,000.00
37	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	1,208.00	LF	$ 1.90	$ 2,295.20	$ 2.50	$ 3,020.00
38	666-6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	120.00	LF	$ 1.90	$ 228.00	$ 2.50	$ 300.00
39	672-6007	REFL PAV MRKR TY I-C	43.00	EA	$ 13.00	$ 559.00	$ 16.00	$ 688.00
40	677-6001	ELIM EXT PAV MRK & MRKS (4")	1,199.00	LF	$ 1.55	$ 1,858.45	$ 2.00	$ 2,398.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT								
41	999-WC01	FORCE ACCOUNT	20000	DOL	$1.00	$20,000.00	$1.00	$20,000.00

Williamson County Road Bond Program
Rm 2443 at Escalera Pkwy SH 29 at Cedar Hollow
HNTB Bid Tabulations
May 31, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Engineering		Patin Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$429,063.25**		**$523,668.65**
		ACTUAL BID PROPOSAL				$429,063.25		$523,668.65
		ADJUSTMENT DIFFERENCE				$0.00		$0.00
		Bid Bond				Yes		Yes
		Bid Affidavit				Yes		Yes
		Conflict of Interest Questionnaire				Yes		Yes
		Bidder References (Minimum of Three)				Yes		Yes

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

May 31, 2016

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
RM 2243 at Escalera and SH 29 at Cedar Hollow Right Turn Lanes
Williamson County Project No. 1604-067
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 Aaron Concrete being the low bidder. Following is a summary of the bid totals:

1.	Aaron Concrete Contracting	$355,279.00
2.	CRU Ltd	$411,659.54
3.	Smith Contracting	$424,766.05
4.	Austin Engineering	$429,063.25
5.	Patin Construction	$523,668.65

The Contractor's low base bid is $85,808.00 below the Engineer's Estimate, a cost saving of over 19%.

In addition to meeting the bid qualifications subject to being low bidder, Aaron Concrete has performed similar work on other projects on the Williamson County Road Bond Program, successfully completing both FM 1660 at CR 128 and CR 138. We recommend award of the RM 2243 at Escalera and SH 29 at Cedar Hollow construction contract to Aaron Concrete in the contract amount of $355,279.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

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

Seiler Lankes Group

PLANNING • ENGINEERING • CONSTRUCTION

June 1, 2016

Mr. Mark Cissell, PE
HNTB Corporation
101 East Old Settlers Blvd. Suite 100
Round Rock, Tx 78664

RE: RM 2243 at Escalera Parkway and SH 29 at Cedar Hollow right turn improvements

Dear Mr. Cissell:

Seiler Lankes Group has reviewed the bids submitted by Aaron Concrete Contractors, LP, Austin Engineering Company, Inc., Central Road and Utility, Ltd., Patin Construction LLC, and MA Smith Contracting Co., Inc. Based on bid tabulation comparison, Seiler Lankes Group has determined that Aaron Concrete is the lowest bidder on the above mentioned project. A summary of bid comparison is attached.

Seiler Lankes Group recommends that Williamson County award the contract for the above project to Aaron Concrete for $355,279.00, contingent on Aaron Concrete meeting all other bidding and contacting requirements for the said project.

Please contact me at 512.785.8564 or glankes@slg-eng.com should you have any questions.

Sincerely,

Gerald Lankes, PE

Meeting Date: 06/07/2016

Emergency Medical Service Department BA 06-07-2016

Submitted For: Melanie Denny **Submitted By:** Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Emergency Medical Services Department.

Background

Emergency Medical Services training classes have increased due to public awareness. Additional supplies are needed to perform these classes.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.342803	EMS Training Fees	$7,585.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Tomika Lynce		Started On: 06/01/2016 04:06 PM
Final Approval Date: 06/02/2016		

Commissioners Court - Regular Session **74.**

Meeting Date: 06/07/2016

Emergency Medical Services Department BA 06-07-2016

Submitted For: Melanie Denny **Submitted By:** Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Emergency Medical Services Department.

Background

Emergency Medical Services training classes have increased due to public awareness. Additional supplies are needed to perform these classes.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003101	Education Aids/Materials	$7,585.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Tomika Lynce		Started On: 06/01/2016 04:14 PM
Final Approval Date: 06/02/2016		

Meeting Date: 06/07/2016

Project Fiji

Submitted For: Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pertaining to Project Fiji. (EXECUTIVE SESSION pursuant to Texas Gov't Code Section 551.087; Deliberation regarding economic development projects.)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Mary Clark		Started On: 06/01/2016 05:35 PM
Final Approval Date: 06/02/2016		

Commissioners Court - Regular Session **76.**

Meeting Date: 06/07/2016

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

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.
e) Discuss Project Deliver
f) Project Fiji
g) Leander Medical Center

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:28 AM
Final Approval Date: 06/02/2016		

Commissioners Court - Regular Session **77.**

Meeting Date: 06/07/2016

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: SW Bypass

f) Discuss the acquisition of real property: Neenah Blvd.

g) Discuss the acquisition of real property: CR 111

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: Inner Loop.

l) Discuss the acquisition of real property for County Facilities.

m) Discuss the acquisition of real property for the Williamson County Expo Center.

n) Discuss the acquisition of Easement interests on CR 240.

o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

p) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.

q) Discuss the acquisition of real property from the Andice Cemetery.

r) Discuss the acquisition of easements on the Forest North project.

s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

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

1) Discuss County owned real estate containing underground water rights and interests.

b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.

c) Discuss possible sale of 183 A excess right of way

d) Discuss proposed sale of real estate of Blue Springs Blvd

e) Discuss abandonment of CR359.

f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/02/2016 09:36 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2016 09:26 AM
Final Approval Date: 06/02/2016		