

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**AUGUST 9TH, 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 – 23 )

5. Discuss, consider and take appropriate action on approving a line item transfer for Constable, Pct. 3.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0553-003005	Office Furniture	\$500.00
From	0100-0553-003100	Office Supplies	\$825.00
To	0100-0553-003006	Office Equipment	\$1325.00

6. Discuss, consider, and take appropriate action on a line item transfer for Non - Departmental.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$1,953.67
To	0100.0409.002060	Unemployment Insurance	\$1,953.67

7. Discuss, consider and take appropriate action on a line item transfer for Facilities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004100	Non Dept/Prof Svcs	\$225,000
To	0100-0509-005300	Facilities/Improvements	\$225,000

8. Discuss, consider and take appropriate action on approving a line item transfer for Purchasing.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0494.004621	Copier Rental & Supplies	1,100
To	0100.0494.003010	Computer Equipment	1,100

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.005008	Law Enforcement Equip. >\$5,000	\$10,270.00
To	0100.0560.005700	Vehicles>\$5,000	\$10,270.00

10. Discuss and consider approving a line item transfer for Fleet Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
from	0882.0882.003301	gasoline	14000.00
to	0882.0882.003303	oil	14000.00
from	0882.0882.003301	gasoline	20000.00
to	0882.0882.003525	tires	20000.00

11. Discuss, consider and take appropriate action to approve a line item transfer for the Tax Assessor/Collector:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed forms, books, binders	\$6050.00
To	0100-0499-003006	Office Equipment	\$1250.00
To	0100-0499-003010	Computers	\$2000.00
To	0100-0499-003120	Printers Supplies	\$2000.00
To	0100-0499-004310	Advertising & Public Notices	\$800.00

12. Discuss, consider and take appropriate action on approving a line item transfer for County Attorney.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co. Atty Leg Supp	31669.41
To	0100.0475.001927	County Atty Leg Supplement	1200.00
To	0100.0475.002010	Fica	91.80
To	0100.0475.002020	Retirement	153.72
To	0100.0475.003010	Computer Equipment	21076.69
To	0100.0475.003011	Computer Software	5316.32
To	0100.0475.003005	Office Furniture	3830.88

13. Consider accepting a \$350.00 donation for two (2) Memorial Tree plantings in Memory of Dannie L. Wooten.
14. Discuss and take appropriate action for additional cash drawer for Plats for \$100 for County Clerk's office with prior approval of Internal Auditors.
15. Discuss, consider and take appropriate action on approving the Investment Report for the Quarter ending June 30, 2016 which was approved by the Investment Committee on August 1, 2016.
16. Discuss, consider and take appropriate action on authorizing the disposal of a various county asset through auction including (1) Hp Laser Jet 4240 ( see attachment) pursuant to Tx. Local Gov't Code 263.152.
17. Discuss, consider and take appropriate action on acceptance and acknowledgement of disposal of county assets through loss: stolen laptop computer (see attached) pursuant to Tx. Local Gov't Code 263.152(3)
18. Discuss, consider and take appropriate action on acceptance of court awarded forfeitures of ten trailers and one boat to Williamson County.
19. Discuss, consider and take appropriate action on approval of the final plat for the Summerlyn South Section 3 subdivision - Pct 2.
20. Discuss, consider and take appropriate action on approval of the final plat for the Summerlyn South Section 5 subdivision - Pct 2.
21. Discuss, consider and take appropriate action on approval of the amended plat for the Santa Rita Ranch South Section 15, Lots 44 & 66, Block II subdivision - Pct 2.
22. Discuss, consider and take appropriate action on approval of the final plat for the Ridge at Cross Creek Phase 1 subdivision - Pct 3.
23. Discuss, consider and take appropriate action on approval of the preliminary plat for the Rocky Top Ranch & Rocky Top Estates subdivision - Pct 3.

## REGULAR AGENDA

24. Hear presentation on 2016-2017 Budget Recommendations.
25. Discuss 2016-2017 Budget.
26. Discuss, consider and take appropriate action on FY 17 proposed compensation.
27. Consider adopting salaries and other compensation (per diem) for elected officials and authorize publication of notice.
28. Consider authorizing written notice of each elected official of his/her salary and other compensation to be included in the 2016-2017 budget.
29. Consider authorizing advertising and setting a date for a public hearing on the 2017 County Clerk's Records Archive Fund for September 13th, 2016 at 10:00 am.
30. Consider authorizing advertising and setting a date for a public hearing on the 2017 District Clerk's Records Archive Fund for September 13th, 2016 at 10:15 am.
31. Discuss, consider and take appropriate action on the acceptance of the FY 17 Preliminary Proposed budget for the General Fund (0100) as presented by the Budget Office in the amount of \$172,084,496.92
32. Discuss, consider and take appropriate action on the acceptance of the FY 17 Preliminary Proposed budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of \$27,437,840.75.
33. Discuss, consider and take appropriate action on the acceptance of the FY 17 Preliminary Proposed budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of \$83,060,730.33
34. Discuss, consider, and take appropriate action on the FY16/17 Budget Order.
35. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
36. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$3,305.00 for Bill Pickett Trail (East Williamson County Event Center Access Road), a Road Bond Project in Commissioner Pct. 4.
37. Discuss, consider and take appropriate action on an Electric Utility Easement to PEC regarding Pole Relocation at Champion's Park.
38. Discuss, consider and take appropriate action on a Resolution regarding a TXDOT AFA for SH 29 at DB Wood Rd.
39. Discuss, consider and take appropriate action on a Local Transportation Project Advance Funding Agreement for a On- System Widening of a Non-Freeway (Divided Highway) regarding SH 29 from W. of DB Wood Rd. to E. of DB Wood Rd.



**40.**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bracewell to represent Williamson County as additional co-counsel to the Texas Public Policy Foundation's Center for the American Future in federal district court litigation to seek de-listing of the Bone Cave Harvestman from the Endangered Species Act and related claims ( Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division); and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and authorize the County Judge to execute an engagement agreement and conflict of interest waiver relating to such representation.

**41.**

Discuss, consider, and take appropriate action on an Application for Eligibility to receive federal surplus property.

**42.**

Discuss, consider, and take appropriate action to approve authorized use agreement for filming in the historic jail on Wednesday, August 10, 2016 by Vanity Fair Confidential.

**43.**

Discuss, consider, and take appropriate action regarding an Interlocal Agreement between Williamson County and the City of Jarrell to terminate an Interlocal Agreement approved by the Court October 2, 2007.

**44.**

Discuss, consider and take appropriate action regarding renewal of contract with Texas Department of State Health Services-Vital Statistics Unit pertaining to remote access to the State's birth database for the County Clerk's office to support operations and issue birth certificates for out of county births for residents of Williamson County.

**45.**

Discuss, consider and take appropriate action on setting a date for a public hearing to change the street name CR 457 to Hardi Rd. PCT 4

**46.**

Discuss, consider, and take appropriate action on setting a date for a public hearing to change the name of a portion of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4

**47.**

Discuss, consider, and take appropriate action on awarding IFB # 1606-099, Printing Services for Williamson County to the lowest and best bidders, KM Printing LLC, Speedy Gonzales Printing, Inc, Marfield Corporate Stationary, Safeguard Business Systems, D&L Printing and Extreme Business Services. (detailed award information is attached)

**48.**

Discuss, consider, and take appropriate action on rejecting Proposal received for RFP 1606-089 Food and Drink Concessions for Expo Center and authorize Purchasing Agent to advertise and receive Proposals for RFQ 1608-106 Food and Drink Concessions for Expo Center.

**49.**

Discuss, consider and take appropriate action on awarding bids received for IFB# 1605-085, Hazard Fuels Reduction Program to the lowest and best bidder meeting specifications, Quality Tree and Lawn.

**50.**

Discuss, consider and take appropriate action on approving purchase of 2016 Chevrolet 1500 Silverado 4X2 Double Cab SWB CC15753 for the Williamson County Sheriff's Office from Caldwell Country Chevrolet, as per Buyboard Contract # 430-13.

## 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)."***

51. 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
  - h) Leander/Reagan TIRZ
52. 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 DB Wood Rd. (Sneed Loop)
  - 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 for Bill Pickett Trail.
  - q) Discuss the acquisition of real property: Arterial H
  - 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.
  - t) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
  - u) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- B. Property or Real Estate owned by Williamson County
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
  - a) Discuss County owned real estate containing underground water rights and interests.
  - b) Discuss 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.

- 53.** 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.
  - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - f) County Road 241 utility and Right-of-Way Issues and matters;
  - g) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - h) 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
  - i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
  - j) 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
  - k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - l) Claims of Texas Association for Children and Families
  - m) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - n) Legislative changes to firearms laws and possession of firearms on county property
  - o) 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
  - p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
  - q) Notice of claim and demand of Morgan Lee Roach.
  - r) Labor and employment law review of Employee Policy Manual provisions and amendments.
  - s) Berry Springs Park and Preserve pipeline
  - t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
  - u) Discuss requirements related to health benefit plan.
  - v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
  - w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
  - x) Discuss damage claim from Southwest Milam Water Supply Corporation.
  - y) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
- 54.** 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).

55. Discuss the deployment on 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)

56. Discuss and take appropriate action concerning economic development.
57. Discuss and take appropriate action concerning real estate.
58. 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) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - g) County Road 241 utility and Right-of-Way Issues and matters;
  - h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - i) 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
  - j) 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
  - k) 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
  - l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - m) Claims of Texas Association for Children and Families
  - n) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - o) 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.
  - p) 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
  - q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
  - r) Notice of claim and demand of Morgan Lee Roach.
  - s) Berry Springs Park and Preserve pipeline
  - t) 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).
  - u) Discuss requirements related to health benefit plan.
  - v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
  - w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
  - x) Discuss, consider, and take appropriate action regarding damage claim from Southwest Milam Water Supply Corporation.
  - y) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.

- 59.** 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.
- 60.** 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:** 08/09/2016

Line Item Transfer

**Submitted By:** Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a line item transfer for Constable, Pct. 3.

**Background**

We are replacing broken scanners.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0553-003005	Office Furniture	\$500.00
From	0100-0553-003100	Office Supplies	\$825.00
To	0100-0553-003006	Office Equipment	\$1325.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Theresa Lock

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/02/2016 08:16 AM

08/04/2016 11:27 AM

Started On: 07/29/2016 03:35 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/09/2016

LIT -workers.comp

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Non - Departmental.

**Background**

Funding is requested for Quarter 3 payment for Unemployment Insurance.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$1,953.67
To	0100.0409.002060	Unemployment Insurance	\$1,953.67

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/03/2016

**Reviewed By**

Wendy Coco

**Date**

08/03/2016 04:52 PM

Started On: 08/03/2016 04:26 PM

**Commissioners Court - Regular Session****7.****Meeting Date:** 08/09/2016

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

The Facilities Department has identified two chillers at the Jail that are at end of life (15 years old). The R22 freon is no longer available. New chillers will allow for energy savings, better efficiency and freon that is half the cost. Expected cost savings is roughly \$16K month after replacement, thus paying for themselves within a year. We currently have a surplus in professional services in the non departmental budget with more than 63% remaining in this line item and are asking to use these funds to cover the cost of the new chillers.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004100	Non Dept/Prof Svcs	\$225,000
To	0100-0509-005300	Facilities/Improvements	\$225,000

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/04/2016

**Reviewed By**

Rebecca Clemons

**Date**

08/04/2016 09:40 AM

Started On: 08/04/2016 09:35 AM



**Commissioners Court - Regular Session****8.****Meeting Date:** 08/09/2016

LIT from Copier Rental to Computer Equipment under 5K

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a line item transfer for Purchasing.

**Background**

This LIT is for a new laser color printer as the one we currently have is old and has issues. This printer will be funded from savings we received by renegotiating our copier lease.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0494.004621	Copier Rental & Supplies	1,100
To	0100.0494.003010	Computer Equipment	1,100

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kerstin Hancock

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/04/2016 10:42 AM

08/04/2016 10:51 AM

Started On: 08/04/2016 09:51 AM

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/09/2016

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**

This request is to replace unit # SB1204, 2012 Chevrolet 1500; mileage 104,000 that was a total loss per Gloria Bryfogle with the claims department at Texas Association of Counties. This transfer together with the insurance proceeds from TAC will allow for the replacement of the totaled vehicle. The purchase of this vehicle will be completed utilizing Buyboard cooperative purchasing.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.005008	Law Enforcement Equip. >\$5,000	\$10,270.00
To	0100.0560.005700	Vehicles>\$5,000	\$10,270.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/04/2016 10:42 AM

08/04/2016 11:26 AM

Started On: 08/04/2016 09:52 AM

**Commissioners Court - Regular Session****10.****Meeting Date:** 08/09/2016

Line Item Transfer for Fleet Services 08-09-16

**Submitted By:** Edward Pospisil, Fleet Maintenance**Department:** Fleet Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss and consider approving a line item transfer for Fleet Services.

**Background**

These transfers are to supplement 3303 oil and 3525 tire line items to provide continuity of Fleet operations for the remainder of the year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
from	0882.0882.003301	gasoline	14000.00
to	0882.0882.003303	oil	14000.00
from	0882.0882.003301	gasoline	20000.00
to	0882.0882.003525	tires	20000.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Edward Pospisil

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 03:18 PM

Started On: 08/04/2016 11:47 AM

**Commissioners Court - Regular Session****11.****Meeting Date:** 08/09/2016

Line item transfers from printed forms, books, binders

**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 to approve a line item transfer for the Tax Assessor/Collector:

**Background**

Additional items are necessary to be purchased to cover the needs of the Tax Assessor/Collector's office for the remainder of the fiscal year. We are requesting to transfer funds from the line item 4350 printed forms, books and binders to purchase the following items: office equipment for the Taylor Annex, replace the old projector in the Georgetown office, toners for the tax office printers, replace old computers as recommended by Technology Services and advertising in the local newspaper for public notices of the tax rate.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed forms, books, binders	\$6050.00
To	0100-0499-003006	Office Equipment	\$1250.00
To	0100-0499-003010	Computers	\$2000.00
To	0100-0499-003120	Printers Supplies	\$2000.00
To	0100-0499-004310	Advertising & Public Notices	\$800.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 03:18 PM

Started On: 08/04/2016 11:29 AM

**Commissioners Court - Regular Session****12.****Meeting Date:** 08/09/2016

Line Item Transfer for County Attorney

**Submitted For:** D. Hobbs**Submitted By:** Peggy Vasquez, County Attorney**Department:** County Attorney**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a line item transfer for County Attorney.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co. Atty Leg Supp	31669.41
To	0100.0475.001927	County Atty Leg Supplement	1200.00
To	0100.0475.002010	Fica	91.80
To	0100.0475.002020	Retirement	153.72
To	0100.0475.003010	Computer Equipment	21076.69
To	0100.0475.003011	Computer Software	5316.32
To	0100.0475.003005	Office Furniture	3830.88

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Peggy Vasquez

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 03:18 PM

Started On: 08/03/2016 01:12 PM

**Commissioners Court - Regular Session****13.****Meeting Date:** 08/09/2016

Memorial Tree in Memory of Dannie L. Wooten

**Submitted For:** Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Consent

---

**Information****Agenda Item**

Consider accepting a \$350.00 donation for two (2) Memorial Tree plantings in Memory of Dannie L. Wooten.

**Background**

The Williamson County Parks & Recreation Department is in receipt of a \$350.00 donation for the Memorial Tree Program. The donation is given in Memory of Dannie L. Wooten by Williamson County Precinct 2 Commissioner Cynthia Long, Jim Rodgers, and Williamson County Park Staff. A Red Oak Tree will be planted at Champion Park this fall, and a Pecan 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**

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 09:20 AM

Started On: 08/04/2016 08:36 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 08/09/2016

Cash Drawer Connie Phelps

**Submitted For:** Nancy Rister**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss and take appropriate action for additional cash drawer for Plats for \$100 for County Clerk's office with prior approval of Internal Auditors.

**Background**

For new software a cash drawer is required for each till. This station has not had but needed the \$100 change available.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 10:42 AM

Started On: 08/04/2016 09:40 AM

**Commissioners Court - Regular Session****15.****Meeting Date:** 08/09/2016

Quarterly Investment Report June 2016

**Submitted For:** Jerri Jones**Submitted By:** Jerri Jones, County Treasurer**Department:** County Treasurer**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Investment Report for the Quarter ending June 30, 2016 which was approved by the Investment Committee on August 1, 2016.

**Background**

---

**Fiscal Impact**

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

**Attachments**Quarterly Investment Report

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jerri Jones

Final Approval Date: 08/02/2016

**Reviewed By**

Wendy Coco

**Date**

08/02/2016 11:07 AM

Started On: 08/02/2016 09:13 AM



**WILLIAMSON COUNTY INVESTMENT COMMITTEE  
MEETING AGENDA  
County Judge Conference Room  
710 Main Street**

**3rd Quarter Review  
August 1, 2016  
1:30 PM**

1. Acknowledge Minutes from the April 25, 2016 meeting. If no corrections, stand approved as written.
2. Investment Training Hours Update
3. Review/Approve Investment Report for 3rd Quarter 2016
4. Economic Review
5. Investment Recommendations
  - a. TexPool versus TexPool Prime
  - b. Logic Account for General Fund
6. Other Items
7. Adjourn

# **WILLIAMSON COUNTY INVESTMENT COMMITTEE**

## **MINUTES**

**April 25, 2016**

**3:00 PM**

The Williamson County Investment Committee met on Monday April 25, 2016 at 3:00 p.m. in the Commissioners' Court Conference Room. Committee members present were: Valerie Covey, Commissioner Precinct Three; Deborah M. Hunt, County Tax Assessor/Collector; David Flores, County Auditor and Jerri Jones, County Treasurer. Greg Warner, representing First Southwest Asset Management (FSAM), was also in attendance, as well as his assistant Andrea Cash.

Commissioner Covey called the meeting to order at 3:10 p.m. Minutes of the January 25, 2016 Investment Committee meeting were reviewed. No corrections were noted and the Minutes were approved as read. Investment Committee Education Hours were reviewed. With the exception of Commissioner Covey, Ms. Jones will ensure that Education Credits for each of the members (based on receipt of applicable paperwork) is presented to Commissioner's Court.

The committee reviewed Investment Reports for the 2nd Quarter, Fiscal Year 2016. Particular attention was directed to the Long Term Investments totals. Tremendous activity during the 2<sup>nd</sup> Quarter, FY 2016 has resulted in a very aggressive laddering of investments. This is exactly the direction the Investment Committee wanted to take. Laddering will continue to be the methodology going forward. Commissioner Covey asked what the overall portfolio yield was, excluding cash. Ms. Cash answered via email [after the meeting], that the long-term investment portfolio (including this month's purchases) is earning 0.73% with a weighted average maturity of 269 days. A motion was made by Ms. Hunt to accept the Investment Reports, seconded by Mr. Flores. Motion carried unanimously.

Mr. Warner provided Cash Flow Projections and investment results for both WILCO 2013 Road Bonds (2015 Issuance) and WILCO 2015 CO Bonds. Additionally, he introduced a new report titled Economic Review and Forecast and will use this report to update the Committee quarterly. Mr. Warner commented on the economic environment: When the year began, improving economic conditions and guidance from the Federal Reserve suggested as many as four 25 bps rate hikes would be in store for 2016. Since that time, deteriorating economic fundamentals, both in the U.S. and abroad, a collapse in the price of oil during January and February, and volatility in equity markets have greatly reduced the chances for Fed rate hikes. Market expectations now call for no more than two 25 bps rate hikes this year. Oil prices have rebounded in April but global economic conditions remain tepid at best. FSAM believes the investment activity to date has put the County's portfolio in much better shape. FSAM recommends the County continue to reduce low yielding cash investments by investing idle funds into a ladder portfolio with maturities matched to anticipated expenditures. This approach will reduce risk through better diversification and will enhance portfolio earnings over time.

There being no other business before the Committee, Commissioner Covey declared the meeting adjourned at 3:57 p.m.

# WILLIAMSON COUNTY INVESTMENT COMMITTEE EDUCATION REPORT

JULY 2016

REQUIRED PFIA HOURS: COMMITTEE MEMBERS: 10HRS / BI-ANNUAL (FY 2016/2017)

INVESTMENT OFFICER: 10 HRS ANNUAL

MEMBER	REQUIRED HOURS	TRAINING DATES	TRAINING TITLE	HOURS CREDITED	FISCAL YEAR	TRAINING GOOD THRU FY
DAN A. GATTIS	10 HRS /BI-ANNUAL	12/10/2014	GTOT WINTER SEMINAR	13.5	2015	2016
DAVID FLORES	10 HRS /BI-ANNUAL	12/10/2014	GTOT WINTER SEMINAR	15	2015	2016
DEBORAH HUNT	10 HRS /BI-ANNUAL	4/21/2015	TEXPO	12	2015	2016
VALERIE COVEY	10 HRS /BI-ANNUAL	2/19/2015	BASICS CO INVESTMENT COURSE	9.5		
		11/13/2015	TX PUBLIC FUNDS INV CONF	10	2016	2017
JERRI JONES	(15 HRS ANN INV ACADEMY)	2/20/2015	BASICS CO INVESTMENT COURSE	22.5	2015	2015 (CY)
	(10 HRS ANN INV POLICY)	4/23/2015	TREASURER'S CONT ED SEMINAR	5	2015	2015 (CY)

# APRIL 2016 COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.3380% -- TEXPOOL PRIME 0.5192% -- TEXSTAR 0.3696% -- LOGIC 0.5439%

ACCOUNT NAME	FUND	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LOGIC			TOTAL INTEREST ONLY	GRAND TOTAL
		BALANCE 3/31/16	TOTAL INTEREST	BALANCE 4/30/16	BALANCE 3/31/16	TOTAL INTEREST	BALANCE 4/30/16	BALANCE 3/31/16	TOTAL INTEREST	BALANCE 4/30/16	BALANCE 3/31/16	TOTAL INTEREST	BALANCE 4/30/16		
GENERAL FUND															
ADR FUND	844	220,519.92	61.25	220,581.17											
CHILD SAFETY	3	298,178.06	84.03	366,028.03										61.25	220,581.17
CRTHSE SEC	1	77,954.10	22.54	127,976.64										84.03	366,028.03
CO RECORD ARC	198	1,410,535.21	400.44	1,910,935.65										22.54	127,976.64
COUNTY RMP	6	425,017.24	118.06	425,135.30										400.44	1,910,935.65
CT RPTR SVC	28	1,089,101.70	302.49	1,089,404.19										118.06	425,135.30
GENERAL FUND	10	39,248.26	10.93	39,293.25	30,660,421.27	13,083.92	30,673,505.19							302.49	1,089,404.19
JUSTICE CRT TECH	646	463,022.22	128.62	463,150.84										13,094.85	30,712,798.44
LIBRARY FUND	20	301,734.61	83.82	301,818.43										128.62	463,150.84
KARST	161	1,237,961.91	343.88	1,238,305.79										83.82	301,818.43
RMP	25	1,681,128.02	470.48	1,681,598.50										343.88	1,238,305.79
TCEQ AIR CHECK GRANT	209	1,575,484.45	437.64	1,575,922.09										470.48	1,681,598.50
TOBACCO FUNDS	100	8,440.55	2.38	8,442.93	1,438,704.84	622.50	1,739,327.34							437.64	1,575,922.09
GEN FUND TOTAL		8,828,326.25	2,466.56	9,648,592.81	32,099,126.11	13,706.42	32,412,832.53	0.00	0.00	0.00	0.00	0.00	0.00	624.88	1,747,770.27
CO'S & BOND														16,172.98	42,061,425.34
2007 PARK BONDS	204				957,345.49	405.18	915,250.67								
2007 ROAD BONDS	203	82,314.69	22.86	82,337.55	12,322,106.15	5,258.27	12,327,364.42							405.18	915,250.67
C O SERIES 2008	201				249,342.23	106.37	249,448.60							5,281.13	12,409,701.97
PASS THROUGH TOLL LT BOND 2009	208				397,782.38	169.73	397,952.11							106.37	249,448.60
PASSTHROUGH TOLL REIMB	1279000													169.73	397,952.11
2013 ROAD BOND	978005							16,960,275.10	5,274.71	22,986,804.99				5,274.71	22,986,804.99
2013 PARK BONDS	978006										25,666,836.42	11,164.58	23,897,461.53	11,164.58	23,897,461.53
2015 CO BONDS	978007										16,189,290.25	7,207.64	15,253,260.46	7,207.64	15,253,260.46
2013 ROAD BOND	105										39,438,038.09	9,480.42	12,829,585.25	9,480.42	12,829,585.25
CO'S & BONDS TOTAL		82,314.69	22.86	82,337.55	13,926,576.25	5,939.55	13,890,015.80	16,960,275.10	5,274.71	22,986,804.99	81,294,164.76	27,852.64	51,980,307.24	39,089.76	88,939,465.58
COUNTY BENEFITS	*				3,608,209.04	1,539.69	3,609,748.73							1,539.69	3,609,748.73
DEBT SERVICE	22	515,385.26	143.17	515,528.43	19,894,621.07	8,519.72	20,954,998.99							8,662.89	21,470,527.42
ROAD AND BRIDGE	21	24,550.74	6.83	24,557.57	15,296,261.29	6,470.49	13,302,731.78							6,477.32	13,327,289.35
FUTURE ENVIRN LIAB	212				967,393.32	412.83	967,806.15							412.83	967,806.15
TOTALS		9,450,576.94	2,639.42	10,271,016.36	85,792,187.08	36,588.70	85,138,133.98	16,960,275.10	5,274.71	22,986,804.99	81,294,164.76	27,852.64	51,980,307.24	72,355.47	170,376,262.57

  
Jerri L. Jones  
Williamson County Treasurer

5-27-16  
DATE

# APRIL 2016 NON-COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.3380% -- TEXPOOL PRIME 0.5192%

ACCOUNT NAME	FUND	BALANCE 3/31/16	TEXPOOL TOTAL INTEREST	BALANCE 4/30/16	BALANCE 3/31/16	TEXPOOL PRIME TOTAL INTEREST	BALANCE 4/30/16	TOTAL INTEREST ONLY	GRAND TOTAL (including
AVERY RANCH ROADS	19	1,526,514.20	424.49	1,530,821.69					
CITIES HEALTH DIST	2	76,724.24	21.30	76,745.54				424.49	1,530,821.69
CO DISTRICT CLERK	--	717,938.90	201.81	728,080.81	1,679,200.28	716.57	1,679,916.85	737.87	1,756,662.39
COUNTY CLERK	--	1,383,933.45	388.66	1,396,843.22				201.81	728,080.81
CSCD	25	358,736.22	99.63	358,835.85				388.66	1,396,843.22
DA DRUG FUND	8	123,122.61	34.23	123,156.84				99.63	358,835.85
DISTRICT ATTORNEY	--	509,121.22	135.52	489,076.09				34.23	123,156.84
SHERIFF COMMISSARY	206	506,458.31	140.65	506,598.96				135.52	489,076.09
SHERIFF'S DRUG FUND	96	355,259.84	98.67	355,358.51				140.65	506,598.96
								98.67	355,358.51
<b>TOTALS</b>		<b>5,557,808.99</b>	<b>1,544.96</b>	<b>5,565,517.51</b>	<b>1,679,200.28</b>	<b>716.57</b>	<b>1,679,916.85</b>	<b>2,261.53</b>	<b>7,245,434.36</b>

Jerri L. Jones

Williamson County Treasurer

5-27-16

DATE

# MAY 2016 COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.3399% -- TEXPOOL PRIME 0.5304% -- TEXSTAR 0.3664% -- LOGIC 0.5496%

ACCOUNT NAME		FUND	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LOGIC			TOTAL INTEREST ONLY	GRAND TOTAL
			BALANCE 4/30/16	TOTAL INTEREST	BALANCE 5/31/16	BALANCE 4/30/16	TOTAL INTEREST	BALANCE 5/31/16	BALANCE 4/30/16	TOTAL INTEREST	BALANCE 5/31/16	BALANCE 4/30/16	TOTAL INTEREST	BALANCE 5/31/16		
GENERAL FUND																
ADR FUND		644	220,581.17	63.68	220,644.85											
CHILD SAFETY		3	366,028.03	105.59	365,965.56										63.68	220,644.85
CRTHSE SEC		1	127,976.64	36.96	128,013.60										105.59	365,965.56
CO RECORD ARC		158	1,910,935.65	551.57	1,911,487.22										36.96	128,013.60
COUNTY RMP		6	425,135.30	122.73	425,258.03										551.57	1,911,487.22
CT RPTR SVC		26	1,089,404.19	314.44	1,089,718.63										122.73	425,258.03
GENERAL FUND		10	39,293.25	11.39	39,388.67	30,673,505.19	16,128.82	31,689,634.01							314.44	1,089,718.63
JUSTICE CRT TECH		648	463,150.84	133.70	463,284.54										16,140.21	31,729,022.68
LIBRARY FUND		20	301,818.43	87.14	301,905.57										133.70	463,284.54
KARST		161	1,238,305.79	357.41	1,238,663.20										87.14	301,905.57
RMP		26	1,881,598.50	543.10	1,882,141.60										357.41	1,238,663.20
TCEQ AIR CHECK GRANT		209	1,575,922.09	454.89	1,576,376.98										543.10	1,882,141.60
TOBACCO FUNDS		100	8,442.93	2.47	8,445.40										454.89	1,576,376.98
GEN FUND TOTAL			9,648,592.81	2,785.07	9,651,293.85	32,412,832.53	16,912.38	33,429,744.91	0.00	0.00	0.00	0.00	0.00	0.00	786.03	1,748,556.30
CO'S & BOND																
2007 PARK BONDS		204				915,250.67	412.32	915,662.99								
2007 ROAD BONDS		203	82,337.55	23.79	82,361.34	12,327,364.42	5,553.27	12,332,917.69							412.32	915,662.99
C O SERIES 2006		201				249,448.60	112.36	249,560.96							5,577.06	12,415,279.03
PASS THROUGH TOLL LT BOND 2009		208				397,952.11	179.25	398,131.36							112.36	249,560.96
PASSTHROUGH TOLL REIMB		1270000													179.25	398,131.36
2013 ROAD BOND		978005							22,986,804.99	5,709.03	18,193,848.42				5,709.03	18,193,848.42
2013 PARK BONDS		978006										23,897,461.53	10,728.40	22,187,060.20	10,728.40	22,187,060.20
2015 CO BONDS		978007										15,253,260.46	7,110.27	15,215,554.13	7,110.27	15,215,554.13
2013 ROAD BOND		105										12,829,585.25	5,877.13	12,533,108.96	5,877.13	12,533,108.96
CO'S & BONDS TOTAL			82,337.55	23.79	82,361.34	13,890,015.80	6,257.20	13,896,273.00	22,986,804.99	5,709.03	18,193,848.42	51,980,307.24	23,715.80	49,935,723.29	35,705.82	82,108,206.05
COUNTY BENEFITS																
		9				3,609,748.73	1,626.17	3,611,374.90							1,626.17	3,611,374.90
DEBT SERVICE		22	515,528.43	148.79	515,677.22	20,954,998.99	9,439.84	20,964,438.83							9,588.63	21,480,116.05
ROAD AND BRIDGE		21	24,557.57	7.10	24,564.67	13,302,731.78	5,992.67	13,308,724.45							5,999.77	13,333,289.12
FUTURE ENVIRN LIAB		212				967,806.15	436.00	968,242.15							436.00	968,242.15
TOTALS			10,271,016.36	2,964.75	10,273,897.08	85,138,133.98	40,664.26	86,178,798.24	22,986,804.99	5,709.03	18,193,848.42	51,980,307.24	23,715.80	49,935,723.29	73,053.84	164,582,267.03

Jerri L. Jones  
Williamson County Treasurer

DATE

6-30-16

# MAY 2016 NON-COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.3399% -- TEXPOOL PRIME 0.5304%

ACCOUNT NAME	FUND	BALANCE 4/30/16	TEXPOOL TOTAL INTEREST	BALANCE 5/31/16	BALANCE 4/30/16	TEXPOOL PRIME TOTAL INTEREST	BALANCE 5/31/16	TOTAL INTEREST ONLY	GRAND TOTAL (including
AVERY RANCH ROADS	19	1,530,821.69	441.87	1,531,263.56					
CITIES HEALTH DIST	2	76,745.54	22.14	76,767.68				441.87	1,531,263.56
CO DISTRICT CLERK	--	728,080.81	210.28	729,291.09	1,679,916.85	756.76	1,680,673.61	778.90	1,757,441.29
COUNTY CLERK	--	1,396,843.22	402.66	1,386,887.98				210.28	729,291.09
CSCD	25	358,835.85	103.59	358,939.44	0.00	224.49	467,143.14	627.15	1,854,031.12
DA DRUG FUND	8	123,156.84	35.53	123,192.37				103.59	358,939.44
DISTRICT ATTORNEY	--	489,076.09	144.17	519,707.28				35.53	123,192.37
SHERIFF COMMISSARY	206	506,598.96	146.26	506,745.22				144.17	519,707.28
SHERIFF'S DRUG FUND	96	355,358.51	102.55	355,461.06				146.26	506,745.22
								102.55	355,461.06
<b>TOTALS</b>		<b>5,565,517.51</b>	<b>1,609.05</b>	<b>5,588,255.68</b>	<b>1,679,916.85</b>	<b>981.25</b>	<b>2,147,816.75</b>	<b>2,590.30</b>	<b>7,736,072.43</b>



Jerri L. Jones  
Williamson County Treasurer

6-30-16

DATE

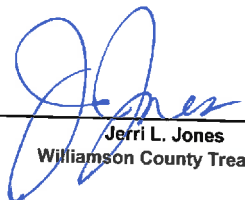


# JUNE 2016 COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.3633% -- TEXPOOL PRIME 0.5550% -- TEXSTAR 0.3927% -- LOGIC 0.5640%

ACCOUNT NAME		FUND	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LOGIC			TOTAL	GRAND
			BALANCE 5/31/16	TOTAL INTEREST	BALANCE 6/30/16	BALANCE 5/31/16	TOTAL INTEREST	BALANCE 6/30/16	BALANCE 5/31/16	TOTAL INTEREST	BALANCE 6/30/16	BALANCE 5/31/16	TOTAL INTEREST	BALANCE 6/30/16	INTEREST ONLY	TOTAL
GENERAL FUND																
ADR FUND		044	220,644.85	65.85	220,710.70											
CHILD SAFETY		3	365,965.56	109.27	366,053.27										65.85	220,710.70
CRTHSE SEC		1	128,013.60	38.22	128,051.82										109.27	366,053.27
CO RECORD ARC		100	1,911,487.22	570.70	1,912,057.92										38.22	128,051.82
COUNTY RMP		6	425,258.03	127.01	425,385.04										570.70	1,912,057.92
CT RPTR SVC		28	1,089,718.63	325.34	1,090,043.97										127.01	425,385.04
GENERAL FUND		10	39,388.67	11.75	39,506.01	31,689,634.01	13,800.31	26,725,486.66							325.34	1,090,043.97
JUSTICE CRT TECH		046	463,284.54	138.33	463,422.87										13,812.06	26,764,992.67
LIBRARY FUND		20	301,905.57	90.18	301,995.75										138.33	463,422.87
KARST		101	1,238,663.20	369.86	1,239,033.06										90.18	301,995.75
RMP		26	1,882,141.60	561.97	1,882,703.57										369.86	1,239,033.06
TCEQ AIR CHECK GRANT		208	1,576,376.98	465.71	1,544,398.45										561.97	1,882,703.57
TOBACCO FUNDS		100	8,445.40	2.47	8,447.87	1,740,110.90	793.78	1,740,904.68							465.71	1,544,398.45
GEN FUND TOTAL			9,651,293.85	2,876.66	9,621,810.30	33,429,744.91	14,594.09	28,466,391.34	0.00	0.00	0.00	0.00	0.00	0.00	796.25	1,749,352.55
CO'S & BOND																
2007 PARK BONDS		204				915,662.99	417.67	916,080.66								
2007 ROAD BONDS		203	82,361.34	24.58	82,385.92	12,332,917.69	5,592.59	12,101,083.56							417.67	916,080.66
C O SERIES 2006		201				249,560.96	113.85	249,674.81							5,617.17	12,183,469.48
PASS THROUGH TOLL LT BOND 2009		208				398,131.36	181.60	398,312.96							113.85	249,674.81
PASSTHROUGH TOLL REIMB		270000													181.60	398,312.96
2013 ROAD BOND		978005							18,193,848.42	4,333.10	5,931,365.12				4,333.10	5,931,365.12
2013 PARK BONDS		978006										22,187,060.20	10,259.76	29,790,401.01	10,259.76	29,790,401.01
2015 CO BONDS		978007										15,215,554.13	7,877.51	34,349,901.93	7,877.51	34,349,901.93
2013 ROAD BOND		05										12,533,108.96	5,809.75	12,538,918.71	5,809.75	12,538,918.71
CO'S & BONDS TOTAL			82,361.34	24.58	82,385.92	13,896,273.00	6,305.71	13,665,151.99	18,193,848.42	4,333.10	5,931,365.12	49,935,723.29	23,947.02	76,679,221.65	34,610.41	96,358,124.68
COUNTY BENEFITS						3,611,374.90	1,647.35	3,613,022.25							1,647.35	3,613,022.25
DEBT SERVICE		22	515,677.22	153.96	515,831.18	20,964,438.83	9,563.26	20,974,002.09							9,717.22	21,489,833.27
ROAD AND BRIDGE		21	24,564.67	7.35	24,572.02	13,308,724.45	6,071.01	13,314,795.46							6,078.36	13,339,367.48
FUTURE ENVIRN LIAB		212				968,242.15	441.66	968,683.81							441.66	968,683.81
TOTALS			10,273,897.08	3,062.55	10,244,599.42	86,178,798.24	38,623.08	81,002,046.94	18,193,848.42	4,333.10	5,931,365.12	49,935,723.29	23,947.02	76,679,221.65	69,965.75	173,857,233.13

  
**Jerri L. Jones**  
 Williamson County Treasurer

7-6-16  
 DATE

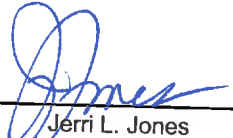


# JUNE 2016 NON-COUNTY INVESTMENT

FY 2016

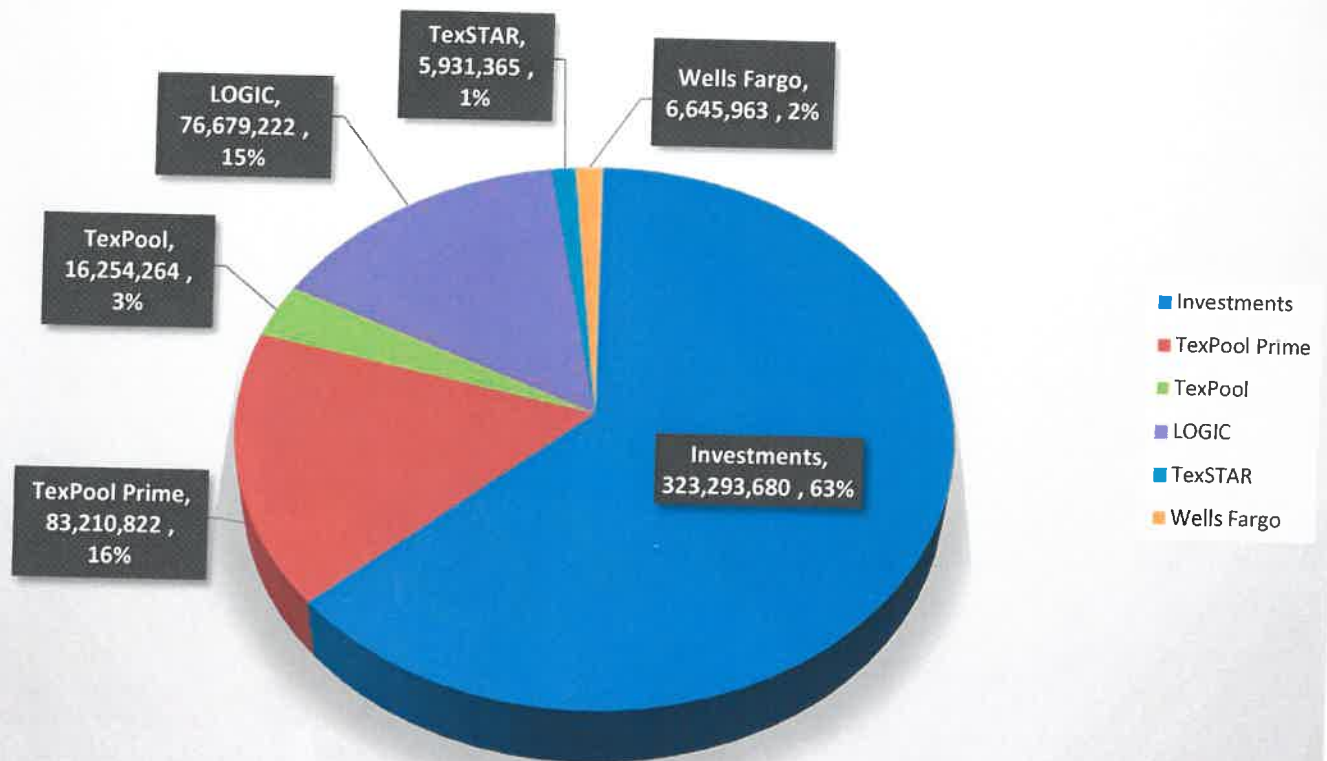
INTEREST RATE: TEXPOOL 0.3633% -- TEXPOOL PRIME 0.5550%

ACCOUNT NAME	FUND	BALANCE 5/31/16	TEXPOOL TOTAL INTEREST	BALANCE 6/30/16	BALANCE 5/31/16	TEXPOOL PRIME TOTAL INTEREST	BALANCE 6/30/16	TOTAL INTEREST ONLY	GRAND TOTAL (including
AVERY RANCH ROADS	19	1,531,263.56	450.64	1,484,489.20	0.00	1.01	6,705.33	451.65	1,491,194.53
CITIES HEALTH DIST	2	76,767.68	22.93	76,790.61	1,680,673.61	766.62	1,681,440.23	789.55	1,758,230.84
CO DISTRICT CLERK	--	729,291.09	217.38	726,959.08	0.00	2.65	7,303.13	220.03	734,262.21
COUNTY CLERK	--	1,386,887.98	415.19	1,387,303.17	467,143.14	213.08	467,356.22	628.27	1,854,659.39
CSCD	25	358,939.44	127.37	859,066.81				127.37	859,066.81
DA DRUG FUND	8	123,192.37	36.75	123,229.12				36.75	123,229.12
DISTRICT ATTORNEY	--	519,707.28	146.20	489,362.50	0.00	16.31	45,970.39	162.51	535,332.89
SHERIFF COMMISSARY	206	506,745.22	151.30	506,896.52				151.30	506,896.52
SHERIFF'S DRUG FUND	96	355,461.06	106.12	355,567.18				106.12	355,567.18
<b>TOTALS</b>		<b>5,588,255.68</b>	<b>1,673.88</b>	<b>6,009,664.19</b>	<b>2,147,816.75</b>	<b>999.67</b>	<b>2,208,775.30</b>	<b>2,673.55</b>	<b>8,218,439.49</b>

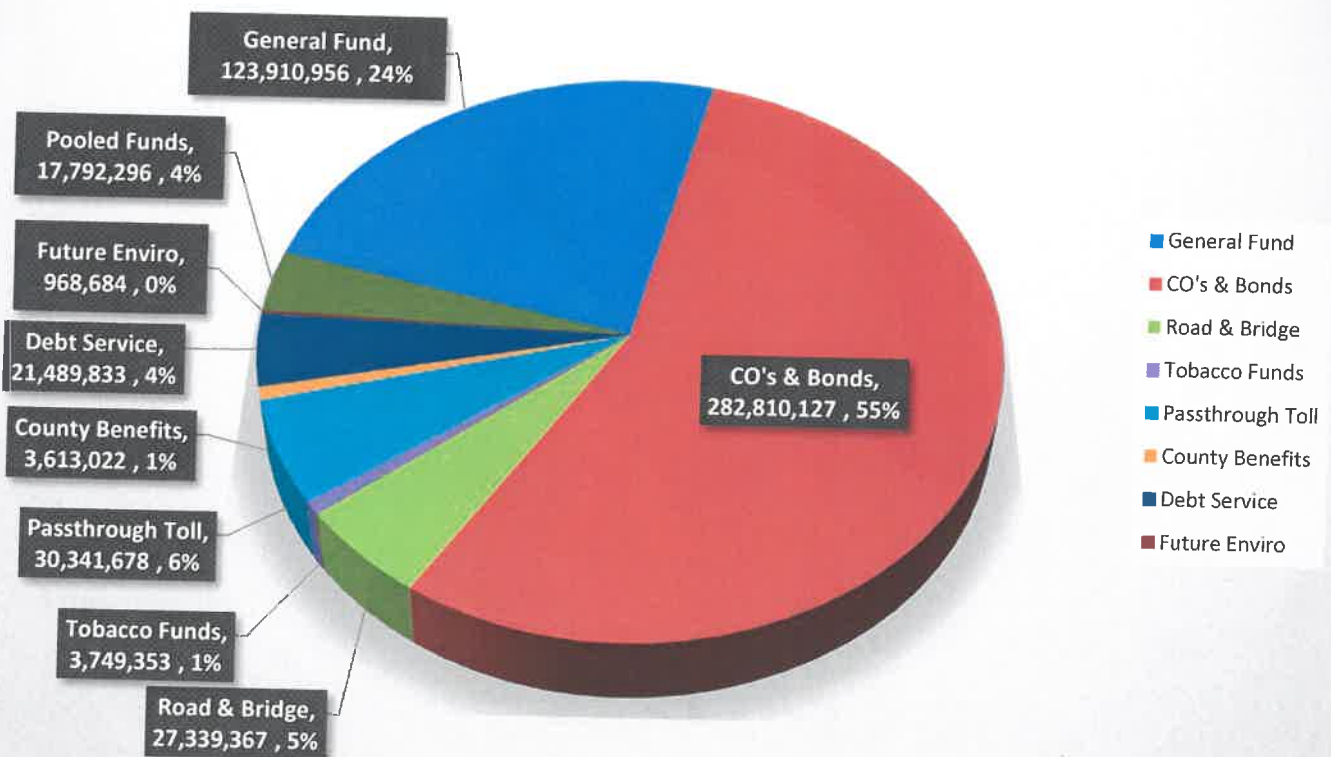
  
 Jerri L. Jones  
 Williamson County Treasurer

7-6-16  
 DATE

## Investments By Type - June 30, 2016



## Investment By Fund - June 30, 2016





**FirstSouthwest**  
**AssetManagement**  
 A Hilltop Holdings Company.

**Williamson County**  
**Detail of Security Holdings**  
 As of 06/30/2016

Fund	Maturity Date	Next Call Date	Par Value	Maturity Month & Year
General Fund	7/5/2016		7,000,000.00	7/2016
2013 Road Bond	7/15/2016		8,000,000.00	7/2016
			<b>15,000,000.00</b>	<b>7/2016 Total</b>
General Fund	8/2/2016		4,000,000.00	8/2016
2013 Road Bond	8/8/2016		8,000,000.00	8/2016
General Fund	8/18/2016		8,000,000.00	8/2016
			<b>20,000,000.00</b>	<b>8/2016 Total</b>
2015 CO BONDS	9/2/2016		8,000,000.00	9/2016
Road and Bridge General	9/2/2016		3,000,000.00	9/2016
Tobacco Funds	9/2/2016		2,000,000.00	9/2016
2013 Road Bond	9/7/2016		8,000,000.00	9/2016
General Fund	9/13/2016		7,000,000.00	9/2016
2015 CO BONDS	9/27/2016		8,000,000.00	9/2016
2013 Road Bond	9/30/2016		27,696,680.29	9/2016
			<b>63,696,680.29</b>	<b>9/2016 Total</b>
2015 CO BONDS	10/3/2016		9,000,000.00	10/2016
2013 Road Bond	10/11/2016		9,000,000.00	10/2016
General Fund	10/11/2016		7,000,000.00	10/2016
Road and Bridge General	10/28/2016		3,000,000.00	10/2016
General Fund	10/31/2016		5,000,000.00	10/2016
			<b>33,000,000.00</b>	<b>10/2016 Total</b>
2013 Road Bond	11/10/2016		9,000,000.00	11/2016
Road and Bridge General	11/16/2016		5,000,000.00	11/2016
			<b>14,000,000.00</b>	<b>11/2016 Total</b>
2013 Road Bond	12/5/2016		4,000,000.00	12/2016
2015 CO BONDS	12/23/2016		8,000,000.00	12/2016
2013 Road Bond	12/28/2016		5,000,000.00	12/2016
			<b>17,000,000.00</b>	<b>12/2016 Total</b>
2015 CO BONDS	1/18/2017		6,000,000.00	1/2017
2013 Road Bond	1/31/2017		9,000,000.00	1/2017
			<b>15,000,000.00</b>	<b>1/2017 Total</b>
2013 Road Bond	2/13/2017		9,000,000.00	2/2017
2015 CO BONDS	2/15/2017		3,025,000.00	2/2017
General Fund	2/27/2017		7,000,000.00	2/2017
			<b>19,025,000.00</b>	<b>2/2017 Total</b>
2013 Road Bond	3/8/2017		6,000,000.00	3/2017
2013 Road Bond	3/24/2017		8,000,000.00	3/2017
2015 CO BONDS	3/29/2017		6,000,000.00	3/2017
			<b>20,000,000.00</b>	<b>3/2017 Total</b>
General Fund	4/21/2017		5,000,000.00	4/2017
2013 Road Bond	4/27/2017		7,000,000.00	4/2017
			<b>12,000,000.00</b>	<b>4/2017 Total</b>
Passthrough Toll Reimb	5/4/2017		4,800,000.00	5/2017
2013 Road Bond	5/30/2017		7,000,000.00	5/2017
			<b>11,800,000.00</b>	<b>5/2017 Total</b>
2013 Road Bond	6/9/2017		2,560,000.00	6/2017
Passthrough Toll Reimb	6/9/2017		7,000,000.00	6/2017
Road and Bridge General	6/9/2017		3,000,000.00	6/2017

**Williamson County**  
**Detail of Security Holdings**  
*As of 06/30/2016*

Fund	Maturity Date	Next Call Date	Par Value	Maturity Month & Year
2013 Road Bond	6/16/2017		4,500,000.00	6/2017
			<b>17,060,000.00</b>	<b>6/2017 Total</b>
2013 Road Bond	7/7/2017		7,000,000.00	7/2017
2013 Road Bond	7/28/2017		2,000,000.00	7/2017
General Fund	7/31/2017		5,000,000.00	7/2017
			<b>14,000,000.00</b>	<b>7/2017 Total</b>
Passthrough Toll Reimb	9/8/2017		8,615,000.00	9/2017
2013 Road Bond	9/18/2017		4,000,000.00	9/2017
Passthrough Toll Reimb	9/22/2017		3,597,000.00	9/2017
			<b>16,212,000.00</b>	<b>9/2017 Total</b>
General Fund	10/27/2017	07/27/16	5,000,000.00	10/2017
			<b>5,000,000.00</b>	<b>10/2017 Total</b>
General Fund	2/26/2018	08/26/16	5,000,000.00	2/2018
			<b>5,000,000.00</b>	<b>2/2018 Total</b>
General Fund	3/9/2018		5,000,000.00	3/2018
General Fund	3/30/2018	09/30/16	5,000,000.00	3/2018
			<b>10,000,000.00</b>	<b>3/2018 Total</b>
General Fund	5/11/2018	08/11/16	5,000,000.00	5/2018
			<b>5,000,000.00</b>	<b>5/2018 Total</b>
General Fund	9/28/2018	09/28/16	5,500,000.00	9/2018
			<b>5,500,000.00</b>	<b>9/2018 Total</b>
General Fund	10/29/2018		5,000,000.00	10/2018
			<b>5,000,000.00</b>	<b>10/2018 Total</b>
			<b>323,293,680.29</b>	<b>Grand Total</b>

Fund	Maturity Date	Next Call Date	Par Value	Maturity Month & Year
<b>*Note: Cash Balance are as of 6/30/16</b>				
2007 Park Limited -06			916,080.66	
2013 Park Bond			34,349,901.93	
2013 Road Bond			29,790,401.01	
2015 CO BONDS			12,538,918.71	
Combination Tax & Rev Series 2006 CO			249,674.81	
County Benefits Program			3,613,022.25	
Debt Service Fund			515,831.18	
Debt Service Fund			20,974,002.09	
Future Environmental Liability			968,683.81	
General Fund			39,506.01	
General Fund			26,725,486.66	
General Fund			6,645,963.26	
Pass Toll Series 2009			398,312.96	
Passthrough Toll Reimb			5,931,365.12	
Pooled Funds			15,583,520.61	
Pooled Funds			2,208,775.30	
Road and Bridge General			24,572.02	
Road and Bridge General			13,314,795.46	
Tobacco Funds			8,447.87	
Tobacco Funds			1,740,904.68	
Unlimited Tax Road Bonds - Series 2007			82,385.92	
Unlimited Tax Road Bonds - Series 2007			12,101,083.56	
			<b>512,015,316.17</b>	



**Williamson County**



**For the Quarter Ended**

**June 30, 2016**



### Report Name

Certification Page
Executive Summary
Benchmark Comparison
Detail of Security Holdings
Change in Value
Earned Income
Investment Transactions
Amortization and Accretion
Projected Fixed Income Cash Flows

### MARKET RECAP - JUNE 2016:

By and large the U.S. economic data released during June was weaker than expected, but by the end of the month geopolitical events would trump the data and everything else, setting bond yields on a course to new record lows in the first days of July. The ISM manufacturing index for May crept up to 51.3 from 50.8, lingering just above the expansion break-even level of 50, while the non-manufacturing (service sector) index slipped from 55.7 to 52.9, the weakest reading since February 2014. The May employment report was both a huge disappointment and the final nail in the coffin for a June rate hike. Non-farm payrolls grew by just +38k in May, well short of even the most pessimistic forecast for +90k and the worst showing since September 2010. Revisions to the two prior months subtracted another -59k from the tally, taking the three month average down to +116k. This is in sharp contrast to the +229k monthly average for all of 2015. The unemployment rate did decline to 4.7%, but for all the wrong reasons as the labor force plunged by -458k, taking the participation rate down to 62.6%. Automobile sales remained fairly ebullient at 17.4 million annual units and overall retail sales logged a decent month, gaining +0.5% at the headline while the less volatile control group advanced +0.4%. Housing data put in another mixed performance in May with new home sales slipping -6% to 551k annual units and existing homes sales up +1.8% to 5.53 million annual units. Inflation data was mixed as well with the results depending on which indicator you focus on. At the wholesale level, producer prices were up +0.4% overall in May and +0.3% ex food and energy with core PPI up +1.2% year-over-year. Consumer prices have firmed in recent months and that trend continued in May with headline CPI gaining +0.2% for the month and +1.0% year-over-year. Core CPI, which excludes food and energy, is running +2.2% over the last twelve months. The Fed's preferred core PCE measure is rising at a cooler +1.6% annual rate.

With the data out of the way we turn our attention to what really mattered in June. First, it was the June FOMC meeting. By the time of the mid-month meeting it was a forgone conclusion that the Fed would not raise interest rates. What mattered was what the FOMC said in its press release and the dot plot forecast, both of which were more dovish than the market had expected as the Fed reduced its forecasts for future rate hikes. The market quickly digested this news and shifted its focus to the British referendum on whether to remain a member of the European Union. In the days leading up to the June 23rd "Brexit" vote most experts predicted "remain" would carry the day. When British voters instead decided to leave the EU, financial markets were thrown into disarray. The immediate fallout was a sharp sell-off in worldwide equity markets and a flight to safety rally in fixed income. Uncertainty over exactly what the decision means and fears that it might spark a global recession are leading to expectations for additional central bank stimulus. Although the direct impact on the U.S. economy is likely to be small, the prospects for Fed rate hikes in the face of all this have greatly diminished. That alone would be enough to send yields lower but when you also consider that U.S. government bond yields remain the highest of most developed markets, and by a large margin, you have a recipe for a massive rally. That in fact is what we are seeing. The two-year Treasury note yield, which opened the month at 0.88%, closed a stunning 30 basis points lower at 0.58% and would trade below 0.54% in the early days of July. The 10-year Treasury note would lose nearly 40 basis points, falling from 1.85% to 1.47% in June, before seeing an all-time record low 1.32% on July 6th.

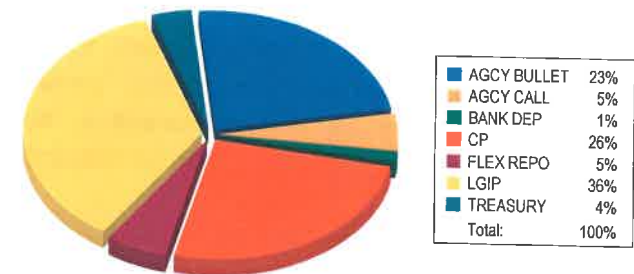
### Account Summary

### Allocation by Security Type

Beginning Values as of 03/31/16

Ending Values as of 06/30/16

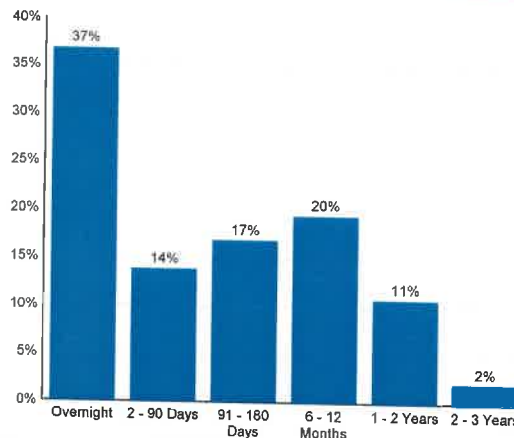
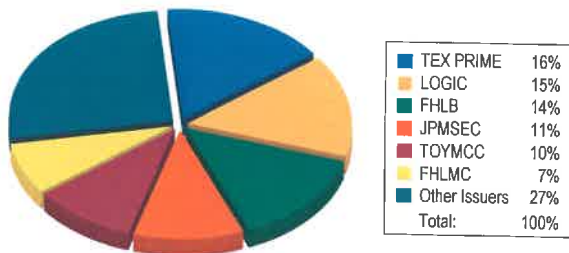
Par Value	513,267,308.62	512,015,316.17
Market Value	513,049,803.90	512,085,018.94
Book Value	512,936,816.66	511,800,326.72
Unrealized Gain /(Loss)	112,987.24	284,692.22
<b>Market Value %</b>	<b>100.02%</b>	<b>100.06%</b>
Weighted Avg. YTW	0.621%	0.671%
Weighted Avg. YTM	0.621%	0.671%



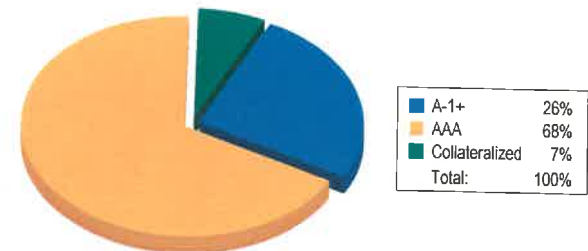
### Allocation by Issuer

### Maturity Distribution %

### Credit Quality



Weighted Average Days to Maturity: 151





---

---

**For the Quarter Ended**  
**June 30, 2016**

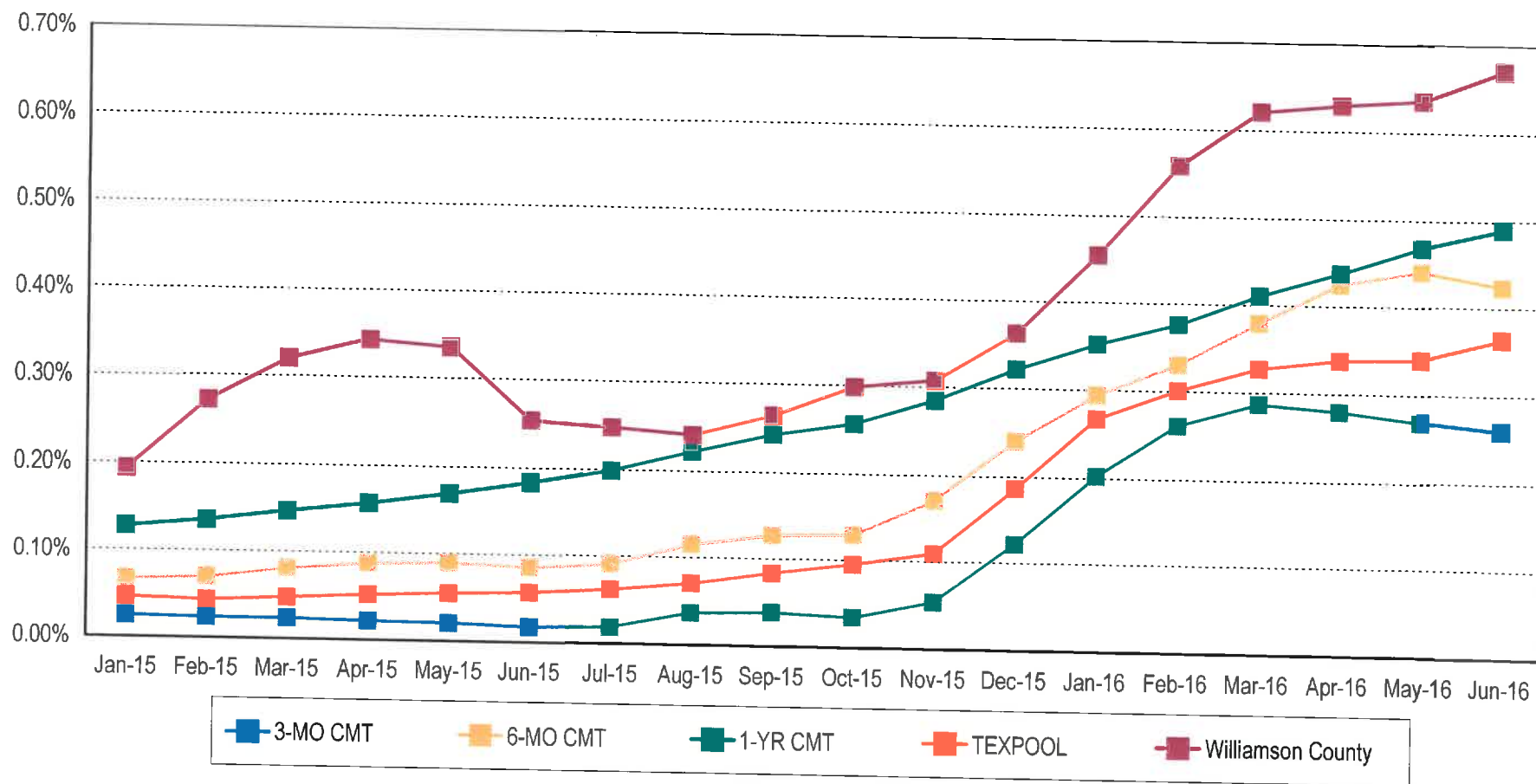
This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

**Officer Names and Titles:**

---

---



**Note 1:** CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

**Note 2:** Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>2007 Park Limited -06</b>																	
TEXPRIME		LGIP	TexPool Prime					916,080.66	100.000	916,080.66	916,080.66	100.000	916,080.66	1		0.555	0.555
<b>Total for 2007 Park Limited -06</b>								<b>916,080.66</b>	<b>100.000</b>	<b>916,080.66</b>	<b>916,080.66</b>	<b>100.000</b>	<b>916,080.66</b>	<b>1</b>		<b>0.555</b>	<b>0.555</b>
<b>2013 Park Bond</b>																	
LOGIC		LGIP	LOGIC					34,349,901.93	100.000	34,349,901.93	34,349,901.93	100.000	34,349,901.93	1		0.564	0.564
<b>Total for 2013 Park Bond</b>								<b>34,349,901.93</b>	<b>100.000</b>	<b>34,349,901.93</b>	<b>34,349,901.93</b>	<b>100.000</b>	<b>34,349,901.93</b>	<b>1</b>		<b>0.564</b>	<b>0.564</b>
<b>2013 Road Bond</b>																	
LOGIC		LGIP	LOGIC					29,790,401.01	100.000	29,790,401.01	29,790,401.01	100.000	29,790,401.01	1		0.564	0.564
89233GGF7	02/09/16	CP - DISC	Toyota Mtr Cr		07/15/16			8,000,000.00	99.712	7,976,973.33	7,997,946.64	99.981	7,996,488.00	15		0.662	0.662
46640PH89	02/09/16	CP - DISC	J.P.Morgan Sec		08/08/16			8,000,000.00	99.593	7,967,420.00	7,993,160.00	99.954	7,996,344.00	39		0.813	0.813
64105RJ76	02/10/16	CP - DISC	Nestle Finance Intl Ltd		09/07/16			8,000,000.00	99.679	7,974,333.33	7,991,688.88	99.910	7,992,792.00	69		0.552	0.552
FLEXWILCO	07/17/14	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16			27,696,680.29	100.000	27,696,680.29	27,696,680.29	100.000	27,696,680.29	92		0.375	0.375
89233GKB1	02/10/16	CP - DISC	Toyota Mtr Cr		10/11/16			9,000,000.00	99.471	8,952,420.00	8,980,110.00	99.823	8,984,034.00	103		0.784	0.784
46640PLA9	02/18/16	CP - DISC	J.P.Morgan Sec		11/10/16			9,000,000.00	99.298	8,936,825.00	8,968,650.03	99.738	8,976,393.00	133		0.957	0.957
89233GM52	03/10/16	CP - DISC	Toyota Mtr Cr		12/05/16			4,000,000.00	99.258	3,970,300.00	3,982,730.00	99.659	3,986,376.00	158		0.997	0.997
3130A0C65	02/22/16	AGCY BULET	FHLB	0.625	12/28/16			5,000,000.00	100.032	5,001,600.00	5,000,929.20	100.073	5,003,645.00	181		0.587	0.587
912828SC5	02/18/16	TREAS NOTE	U.S. Treasury	0.875	01/31/17			9,000,000.00	100.281	9,025,312.50	9,015,525.72	100.253	9,022,761.00	215		0.578	0.578
3130A4AQ5	02/09/16	AGCY BULET	FHLB	0.750	02/13/17			9,000,000.00	100.111	9,009,990.00	9,006,099.75	100.188	9,016,902.00	228		0.640	0.640
3137EADC0	02/22/16	AGCY BULET	FHLMC	1.000	03/08/17			6,000,000.00	100.373	6,022,380.00	6,014,717.16	100.321	6,019,254.00	251		0.641	0.641
89233GQQ2	06/30/16	CP - DISC	Toyota Mtr Cr		03/24/17			8,000,000.00	99.310	7,944,820.00	7,945,026.64	99.288	7,943,040.00	267		0.936	0.936
3135G0JA2	02/22/16	AGCY BULET	FNMA	1.125	04/27/17			7,000,000.00	100.509	7,035,651.00	7,024,865.47	100.434	7,030,408.00	301		0.691	0.691
3130A5EP0	03/03/16	AGCY BULET	FHLB	0.625	05/30/17			7,000,000.00	99.762	6,983,340.00	6,987,731.73	100.033	7,002,310.00	334		0.818	0.818
313379FW4	02/18/16	AGCY BULET	FHLB	1.000	06/09/17			2,560,000.00	100.332	2,568,499.20	2,566,110.98	100.381	2,569,751.04	344		0.744	0.744
3133EEX62	02/18/16	AGCY BULET	FFCB	0.800	06/16/17			4,500,000.00	100.060	4,502,700.00	4,501,956.83	100.155	4,506,988.50	351		0.754	0.754
3133EFK30	03/10/16	AGCY BULET	FFCB	0.770	07/07/17			7,000,000.00	99.882	6,991,726.00	6,993,634.62	100.131	7,009,177.00	372		0.860	0.860
3137EADJ5	03/10/16	AGCY BULET	FHLMC	1.000	07/28/17			2,000,000.00	100.173	2,003,450.00	2,002,686.64	100.428	2,008,558.00	393		0.874	0.874
3134G3J68	03/03/16	AGCY BULET	FHLMC	0.900	09/18/17			4,000,000.00	99.992	3,999,680.00	3,999,750.20	100.552	4,022,068.00	445		0.905	0.905
<b>Total for 2013 Road Bond</b>								<b>174,547,081.30</b>	<b>99.890</b>	<b>174,354,501.66</b>	<b>174,460,401.79</b>	<b>100.017</b>	<b>174,576,370.84</b>	<b>154</b>		<b>0.662</b>	<b>0.662</b>

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>2015 CO BONDS</b>																	
LOGIC		LGIP	LOGIC					12,538,918.71	100.000	12,538,918.71	12,538,918.71	100.000	12,538,918.71	1		0.564	0.564
64105RJ27	04/05/16	CP - DISC	Nestle Finance Intl Ltd		09/02/16			8,000,000.00	99.750	7,980,000.00	7,991,600.00	99.916	7,993,312.00	64		0.602	0.602
46640PJT1	03/30/16	CP - DISC	J.P.Morgan Sec		09/27/16			8,000,000.00	99.583	7,966,615.56	7,983,768.88	99.865	7,989,184.00	89		0.833	0.833
48306AK30	04/08/16	CP - DISC	Kaiser Foundation Hospital		10/03/16			9,000,000.00	99.614	8,965,290.00	8,981,669.97	99.836	8,985,276.00	95		0.783	0.783
89233GMP8	03/30/16	CP - DISC	Toyota Mtr Cr		12/23/16			8,000,000.00	99.263	7,941,040.00	7,961,500.00	99.606	7,968,480.00	176		0.997	0.997
3130A7T62	04/18/16	AGCY BULET	FHLB	0.550	01/18/17			6,000,000.00	99.985	5,999,100.00	5,999,342.16	100.064	6,003,846.00	202		0.570	0.570
742651DN9	04/18/16	AGCY BULET	PEFCO	1.375	02/15/17			3,025,000.00	100.577	3,042,443.78	3,038,166.46	100.435	3,038,170.85	230		0.673	0.673
3130A7N84	03/30/16	AGCY BULET	FHLB	0.625	03/29/17			6,000,000.00	99.935	5,996,100.00	5,997,086.94	100.095	6,005,676.00	272		0.691	0.691
<b>Total for 2015 CO BONDS</b>								<b>60,563,918.71</b>	<b>99.779</b>	<b>60,429,508.05</b>	<b>60,492,053.12</b>	<b>99.933</b>	<b>60,522,863.56</b>	<b>116</b>		<b>0.713</b>	<b>0.713</b>
<b>Combination Tax &amp; Rev Series 2006 CO</b>																	
TEXPRIME		LGIP	TexPool Prime					249,674.81	100.000	249,674.81	249,674.81	100.000	249,674.81	1		0.555	0.555
<b>Total for Combination Tax &amp; Rev Series 2006 CO</b>								<b>249,674.81</b>	<b>100.000</b>	<b>249,674.81</b>	<b>249,674.81</b>	<b>100.000</b>	<b>249,674.81</b>	<b>1</b>		<b>0.555</b>	<b>0.555</b>
<b>County Benefits Program</b>																	
TEXPRIME		LGIP	TexPool Prime					3,613,022.25	100.000	3,613,022.25	3,613,022.25	100.000	3,613,022.25	1		0.555	0.555
<b>Total for County Benefits Program</b>								<b>3,613,022.25</b>	<b>100.000</b>	<b>3,613,022.25</b>	<b>3,613,022.25</b>	<b>100.000</b>	<b>3,613,022.25</b>	<b>1</b>		<b>0.555</b>	<b>0.555</b>
<b>Debt Service Fund</b>																	
TEXPOOL		LGIP	TexPool					515,831.18	100.000	515,831.18	515,831.18	100.000	515,831.18	1		0.363	0.363
TEXPRIME		LGIP	TexPool Prime					20,974,002.09	100.000	20,974,002.09	20,974,002.09	100.000	20,974,002.09	1		0.555	0.555
<b>Total for Debt Service Fund</b>								<b>21,489,833.27</b>	<b>100.000</b>	<b>21,489,833.27</b>	<b>21,489,833.27</b>	<b>100.000</b>	<b>21,489,833.27</b>	<b>1</b>		<b>0.550</b>	<b>0.550</b>

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Future Environmental Liability</b>																	
TEXPRIME		LGIP	TexPool Prime					968,683.81	100.000	968,683.81	968,683.81	100.000	968,683.81	1		0.555	0.555
<b>Total for Future Environmental Liability</b>								<b>968,683.81</b>	<b>100.000</b>	<b>968,683.81</b>	<b>968,683.81</b>	<b>100.000</b>	<b>968,683.81</b>	<b>1</b>		<b>0.555</b>	<b>0.555</b>
<b>General Fund</b>																	
TEXPOOL		LGIP	TexPool					39,506.01	100.000	39,506.01	39,506.01	100.000	39,506.01	1		0.363	0.363
TEXPRIME		LGIP	TexPool Prime					26,725,486.66	100.000	26,725,486.66	26,725,486.66	100.000	26,725,486.66	1		0.555	0.555
WF-CASH		BANK DEP	Wells Fargo					6,645,963.26	100.000	6,645,963.26	6,645,963.26	100.000	6,645,963.26	1		0.000	0.000
89233GG59	01/28/16	CP - DISC	Toyota Mtr Cr		07/05/16			7,000,000.00	99.691	6,978,358.33	6,999,455.54	99.995	6,999,657.00	5		0.702	0.702
89233GH25	01/28/16	CP - DISC	Toyota Mtr Cr		08/02/16			4,000,000.00	99.605	3,984,208.89	3,997,297.76	99.962	3,998,496.00	33		0.763	0.763
3130A4D41	03/04/15	AGCY BULET	FHLB	0.500	08/18/16			8,000,000.00	99.956	7,996,480.00	7,999,683.68	100.018	8,001,408.00	49		0.530	0.530
46640PJD6	01/29/16	CP - DISC	J.P.Morgan Sec		09/13/16			7,000,000.00	99.417	6,959,213.33	6,986,762.23	99.896	6,992,706.00	75		0.925	0.925
46640PKB8	01/29/16	CP - DISC	J.P.Morgan Sec		10/11/16			7,000,000.00	99.310	6,951,715.56	6,980,761.69	99.823	6,987,582.00	103		0.977	0.977
912828RM4	11/12/15	TREAS NOTE	U.S. Treasury	1.000	10/31/16			5,000,000.00	100.367	5,018,359.38	5,006,303.90	100.219	5,010,940.00	123		0.619	0.619
46640PPT4	06/06/16	CP - DISC	J.P.Morgan Sec		02/27/17			7,000,000.00	99.180	6,942,588.33	6,947,984.19	99.335	6,963,415.00	242		1.119	1.119
3133EFKR7	10/30/15	AGCY BULET	FFCB	0.500	04/21/17			5,000,000.00	99.899	4,994,935.00	4,997,229.60	99.920	4,995,995.00	295		0.569	0.569
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury	0.625	07/31/17			5,000,000.00	99.715	4,985,742.19	4,990,997.10	100.105	5,005,275.00	396		0.792	0.792
3134G7V99	10/29/15	AGCY CALL	FHLMC	0.830	10/27/17	07/27/16	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.017	5,000,870.00	484	27	0.830	0.830
3134GBN88	02/29/16	AGCY CALL	FHLMC	1.100	02/26/18	08/26/16	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.060	5,003,025.00	606	57	1.100	1.100
313378A43	10/29/15	AGCY BULET	FHLB	1.375	03/09/18			5,000,000.00	101.332	5,066,617.00	5,047,782.40	101.166	5,058,310.00	617		0.804	0.804
3134G7M73	09/30/15	AGCY CALL	FHLMC	1.000	03/30/18	09/30/16	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.039	5,001,925.00	638	92	1.000	1.000
3134G9JD0	05/17/16	AGCY CALL	FHLMC	1.000	05/11/18	08/11/16	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.011	5,000,560.00	680	42	1.000	1.000
3134G9NM5	06/28/16	AGCY CALL	FHLMC	1.150	09/28/18	09/28/16	QRTLY	5,500,000.00	100.000	5,500,000.00	5,500,000.00	100.064	5,503,492.50	820	90	1.150	1.150
3133EFLY1	10/29/15	AGCY BULET	FFCB	0.930	10/29/18			5,000,000.00	99.874	4,993,680.00	4,995,080.75	100.326	5,016,290.00	851		0.973	0.973
<b>Total for General Fund</b>								<b>123,910,955.93</b>	<b>99.898</b>	<b>123,782,853.94</b>	<b>123,860,294.77</b>	<b>100.025</b>	<b>123,940,902.43</b>	<b>254</b>		<b>0.750</b>	<b>0.750</b>
<b>Pass Toll Series 2009</b>																	
TEXPRIME		LGIP	TexPool Prime					398,312.96	100.000	398,312.96	398,312.96	100.000	398,312.96	1		0.555	0.555
<b>Total for Pass Toll Series 2009</b>								<b>398,312.96</b>	<b>100.000</b>	<b>398,312.96</b>	<b>398,312.96</b>	<b>100.000</b>	<b>398,312.96</b>	<b>1</b>		<b>0.555</b>	<b>0.555</b>

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Passthrough Toll Reimb</b>																	
TEXSTAR		LGIP	TexSTAR					5,931,365.12	100.000	5,931,365.12	5,931,365.12	100.000	5,931,365.12	1		0.393	0.393
3130A7YB5	05/04/16	AGCY BULET	FHLB	0.625	05/04/17			4,800,000.00	99.972	4,798,665.60	4,798,876.51	100.085	4,804,070.40	308		0.653	0.653
313379FW4	12/22/15	AGCY BULET	FHLB	1.000	06/09/17			7,000,000.00	100.055	7,003,850.00	7,002,478.77	100.381	7,026,663.00	344		0.962	0.962
313380EC7	06/20/16	AGCY BULET	FHLB	0.750	09/08/17			8,615,000.00	100.081	8,621,978.15	8,621,805.07	100.120	8,625,312.16	435		0.683	0.683
3133EDVU3	06/20/16	AGCY BULET	FFCB	1.125	09/22/17			3,597,000.00	100.546	3,616,639.62	3,616,164.13	100.649	3,620,355.32	449		0.687	0.687
<b>Total for Passthrough Toll Reimb</b>								<b>29,943,365.12</b>	<b>100.098</b>	<b>29,972,498.49</b>	<b>29,970,689.60</b>	<b>100.215</b>	<b>30,007,766.00</b>	<b>309</b>		<b>0.686</b>	<b>0.686</b>
<b>Pooled Funds</b>																	
TEXPOOL		LGIP	TexPool					15,583,520.61	100.000	15,583,520.61	15,583,520.61	100.000	15,583,520.61	1		0.363	0.363
TEXPRIME		LGIP	TexPool Prime					2,208,775.30	100.000	2,208,775.30	2,208,775.30	100.000	2,208,775.30	1		0.555	0.555
<b>Total for Pooled Funds</b>								<b>17,792,295.91</b>	<b>100.000</b>	<b>17,792,295.91</b>	<b>17,792,295.91</b>	<b>100.000</b>	<b>17,792,295.91</b>	<b>1</b>		<b>0.387</b>	<b>0.387</b>
<b>Road and Bridge General</b>																	
TEXPOOL		LGIP	TexPool					24,572.02	100.000	24,572.02	24,572.02	100.000	24,572.02	1		0.363	0.363
TEXPRIME		LGIP	TexPool Prime					13,314,795.46	100.000	13,314,795.46	13,314,795.46	100.000	13,314,795.46	1		0.555	0.555
46640PJ20	12/10/15	CP - DISC	J.P.Morgan Sec		09/02/16			3,000,000.00	99.295	2,978,862.50	2,995,012.50	99.916	2,997,483.00	64		0.957	0.957
89233GKU9	02/02/16	CP - DISC	Toyota Mtr Cr		10/28/16			3,000,000.00	99.395	2,981,842.50	2,991,967.50	99.763	2,992,899.00	120		0.815	0.815
46640PLG6	03/18/16	CP - DISC	J.P.Morgan Sec		11/16/16			5,000,000.00	99.372	4,968,612.50	4,982,175.00	99.740	4,986,990.00	139		0.936	0.936
313379FW4	12/22/15	AGCY BULET	FHLB	1.000	06/09/17			3,000,000.00	100.055	3,001,650.00	3,001,062.33	100.381	3,011,427.00	344		0.962	0.962
<b>Total for Road and Bridge General</b>								<b>27,339,367.48</b>	<b>99.748</b>	<b>27,270,334.98</b>	<b>27,309,584.81</b>	<b>99.959</b>	<b>27,328,166.48</b>	<b>84</b>		<b>0.742</b>	<b>0.742</b>
<b>Tobacco Funds</b>																	
TEXPOOL		LGIP	TexPool					8,447.87	100.000	8,447.87	8,447.87	100.000	8,447.87	1		0.363	0.363
TEXPRIME		LGIP	TexPool Prime					1,740,904.68	100.000	1,740,904.68	1,740,904.68	100.000	1,740,904.68	1		0.555	0.555
46640PJ20	12/10/15	CP - DISC	J.P.Morgan Sec		09/02/16			2,000,000.00	99.295	1,985,908.33	1,996,675.00	99.916	1,998,322.00	64		0.957	0.957
<b>Total for Tobacco Funds</b>								<b>3,749,352.55</b>	<b>99.624</b>	<b>3,735,260.88</b>	<b>3,746,027.55</b>	<b>99.955</b>	<b>3,747,674.55</b>	<b>35</b>		<b>0.769</b>	<b>0.769</b>

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Unlimited Tax Road Bonds - Series 2007</b>																	
TEXPOOL		LGIP	TexPool					82,385.92	100.000	82,385.92	82,385.92	100.000	82,385.92	1		0.363	0.363
TEXPRIME		LGIP	TexPool Prime					12,101,083.56	100.000	12,101,083.56	12,101,083.56	100.000	12,101,083.56	1		0.555	0.555
<b>Total for Unlimited Tax Road Bonds - Series 2007</b>								<b>12,183,469.48</b>	<b>100.000</b>	<b>12,183,469.48</b>	<b>12,183,469.48</b>	<b>100.000</b>	<b>12,183,469.48</b>	<b>1</b>		<b>0.554</b>	<b>0.554</b>
<b>Total for Williamson County</b>								<b>512,015,316.17</b>	<b>99.901</b>	<b>511,506,233.08</b>	<b>511,800,326.72</b>	<b>100.014</b>	<b>512,085,018.94</b>	<b>151</b>		<b>0.671</b>	<b>0.671</b>



CUSIP	Security Type	Security Description	03/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/16 Book Value	03/31/16 Market Value	06/30/16 Market Value	Change in Mkt Value
<b>2007 Park Limited -06</b>											
TEXPRIME	LGIP	TexPool Prime	957,345.49	829.99	(42,094.82)	0.00	0.00	916,080.66	957,345.49	916,080.66	(41,264.83)
<b>Total for 2007 Park Limited -06</b>			<b>957,345.49</b>	<b>829.99</b>	<b>(42,094.82)</b>	<b>0.00</b>	<b>0.00</b>	<b>916,080.66</b>	<b>957,345.49</b>	<b>916,080.66</b>	<b>(41,264.83)</b>
<b>2008 TAN-COMPASS</b>											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total for 2008 TAN-COMPASS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2013 Park Bond</b>											
LOGIC	LGIP	LOGIC	16,189,290.25	19,134,347.80	(973,736.12)	0.00	0.00	34,349,901.93	16,189,290.25	34,349,901.93	18,160,611.68
<b>Total for 2013 Park Bond</b>			<b>16,189,290.25</b>	<b>19,134,347.80</b>	<b>(973,736.12)</b>	<b>0.00</b>	<b>0.00</b>	<b>34,349,901.93</b>	<b>16,189,290.25</b>	<b>34,349,901.93</b>	<b>18,160,611.68</b>



CUSIP	Security Type	Security Description	03/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/16 Book Value	03/31/16 Market Value	06/30/16 Market Value	Change in Mkt Value
<b>2013 Road Bond</b>											
LOGIC	LGIP	LOGIC	25,666,836.42	7,603,340.81	(3,479,776.22)	0.00	0.00	29,790,401.01	25,666,836.42	29,790,401.01	4,123,564.59
64105RFBW5	CP - DISC	Nestle Finance Intl Ltd 0.000 06/30/16	7,989,400.00	0.00	(8,000,000.00)	10,600.00	0.00	0.00	7,988,672.00	0.00	(7,988,672.00)
89233GGF7	CP - DISC	Toyota Mtr Cr 0.000 07/15/16	7,984,600.00	0.00	0.00	13,346.64	0.00	7,997,946.64	7,985,728.00	7,998,488.00	12,760.00
46640PH89	CP - DISC	J.P.Morgan Sec 0.000 08/08/16	7,976,780.00	0.00	0.00	16,380.00	0.00	7,993,160.00	7,983,304.00	7,996,344.00	13,040.00
64105RJ76	CP - DISC	Nestle Finance Intl Ltd 0.000 09/07/16	7,980,566.64	0.00	0.00	11,122.24	0.00	7,991,688.88	7,977,248.00	7,992,792.00	15,544.00
FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16	37,657,435.88	39,244.41	(10,000,000.00)	0.00	0.00	27,696,680.29	37,657,435.88	27,696,680.29	(9,960,755.59)
89233GKB1	CP - DISC	Toyota Mtr Cr 0.000 10/11/16	8,962,364.97	0.00	0.00	17,745.03	0.00	8,980,110.00	8,961,201.00	8,984,034.00	22,833.00
46640PLA9	CP - DISC	J.P.Morgan Sec 0.000 11/10/16	8,947,037.52	0.00	0.00	21,612.51	0.00	8,968,650.03	8,948,484.00	8,976,393.00	27,909.00
89233GM52	CP - DISC	Toyota Mtr Cr 0.000 12/05/16	3,972,720.00	0.00	0.00	10,010.00	0.00	3,982,730.00	3,975,100.00	3,986,376.00	11,276.00
3130A0C65	AGCY BULET	FHLB 0.625 12/28/16	5,001,397.25	0.00	0.00	(468.05)	0.00	5,000,929.20	5,004,460.00	5,003,645.00	(815.00)
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	9,022,171.95	0.00	0.00	(6,646.23)	0.00	9,015,525.72	9,019,692.00	9,022,761.00	3,069.00
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	9,008,566.29	0.00	0.00	(2,466.54)	0.00	9,006,099.75	9,010,431.00	9,016,902.00	6,471.00
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	6,020,067.18	0.00	0.00	(5,350.02)	0.00	6,014,717.16	6,019,488.00	6,019,254.00	(234.00)
89233GQQ2	CP - DISC	Toyota Mtr Cr 0.000 03/24/17	0.00	7,944,820.00	0.00	206.64	0.00	7,945,026.64	0.00	7,943,040.00	7,943,040.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	7,032,398.73	0.00	0.00	(7,533.26)	0.00	7,024,865.47	7,033,390.00	7,030,408.00	(2,982.00)
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	6,984,382.23	0.00	0.00	3,349.50	0.00	6,987,731.73	6,996,248.00	7,002,310.00	6,062.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	2,567,727.82	0.00	0.00	(1,616.84)	0.00	2,566,110.98	2,569,825.28	2,569,751.04	(74.24)
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	4,502,460.15	0.00	0.00	(503.32)	0.00	4,501,956.83	4,503,384.00	4,506,988.50	3,604.50
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	6,992,087.06	0.00	0.00	1,547.56	0.00	6,993,634.62	7,006,993.00	7,009,177.00	2,184.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	2,003,305.58	0.00	0.00	(618.94)	0.00	2,002,686.64	2,007,434.00	2,008,558.00	1,124.00
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	3,999,699.00	0.00	0.00	51.20	0.00	3,999,750.20	4,005,848.00	4,022,068.00	16,220.00
<b>Total for 2013 Road Bond</b>			<b>180,272,004.67</b>	<b>15,587,405.22</b>	<b>(21,479,776.22)</b>	<b>80,768.12</b>	<b>0.00</b>	<b>174,460,401.79</b>	<b>180,321,202.58</b>	<b>174,576,370.84</b>	<b>(5,744,831.74)</b>

CUSIP	Security Type	Security Description	03/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/16 Book Value	03/31/16 Market Value	06/30/16 Market Value	Change in Mkt Value
<b>2015 CO BONDS</b>											
LOGIC	LGIP	LOGIC	39,438,038.09	5,809.75	(26,904,929.13)	0.00	0.00	12,538,918.71	39,438,038.09	12,538,918.71	(26,899,119.38)
64105RJ27	CP - DISC	Nestle Finance Intl Ltd 0.000 09/02/16	0.00	7,980,000.00	0.00	11,600.00	0.00	7,991,600.00	0.00	7,993,312.00	7,993,312.00
46640PJT1	CP - DISC	J.P.Morgan Sec 0.000 09/27/16	7,966,984.48	0.00	0.00	16,784.40	0.00	7,983,768.88	7,964,800.00	7,989,184.00	24,384.00
48306AK30	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16	0.00	8,965,290.00	0.00	16,379.97	0.00	8,981,669.97	0.00	8,985,276.00	8,985,276.00
89233GMP8	CP - DISC	Toyota Mtr Cr 0.000 12/23/16	7,941,480.00	0.00	0.00	20,020.00	0.00	7,961,500.00	7,946,600.00	7,968,480.00	21,880.00
3130A7T62	AGCY BULET	FHLB 0.550 01/18/17	0.00	5,999,100.00	0.00	242.16	0.00	5,999,342.16	0.00	6,003,846.00	6,003,846.00
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	0.00	3,042,443.78	0.00	(4,277.32)	0.00	3,038,166.46	0.00	3,038,170.85	3,038,170.85
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	5,996,110.86	0.00	0.00	976.08	0.00	5,997,086.94	5,997,750.00	6,005,676.00	7,926.00
<b>Total for 2015 CO BONDS</b>			<b>61,342,613.43</b>	<b>25,992,643.53</b>	<b>(26,904,929.13)</b>	<b>61,725.29</b>	<b>0.00</b>	<b>60,492,053.12</b>	<b>61,347,188.09</b>	<b>60,522,863.56</b>	<b>(824,324.53)</b>
<b>Combination Tax &amp; Rev Series 2006 CO</b>											
TEXPRIME	LGIP	TexPool Prime	249,342.23	332.58	0.00	0.00	0.00	249,674.81	249,342.23	249,674.81	332.58
<b>Total for Combination Tax &amp; Rev Series 2006 CO</b>			<b>249,342.23</b>	<b>332.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>249,674.81</b>	<b>249,342.23</b>	<b>249,674.81</b>	<b>332.58</b>
<b>County Benefits Program</b>											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,608,209.04	4,813.21	0.00	0.00	0.00	3,613,022.25	3,608,209.04	3,613,022.25	4,813.21
<b>Total for County Benefits Program</b>			<b>3,608,209.04</b>	<b>4,813.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,613,022.25</b>	<b>3,608,209.04</b>	<b>3,613,022.25</b>	<b>4,813.21</b>
<b>Debt Service Fund</b>											
TEXPOOL	LGIP	TexPool	515,385.26	445.92	0.00	0.00	0.00	515,831.18	515,385.26	515,831.18	445.92
TEXPRIME	LGIP	TexPool Prime	19,894,621.07	1,079,381.02	0.00	0.00	0.00	20,974,002.09	19,894,621.07	20,974,002.09	1,079,381.02
<b>Total for Debt Service Fund</b>			<b>20,410,006.33</b>	<b>1,079,826.94</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21,489,833.27</b>	<b>20,410,006.33</b>	<b>21,489,833.27</b>	<b>1,079,826.94</b>

CUSIP	Security Type	Security Description	03/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/16 Book Value	03/31/16 Market Value	06/30/16 Market Value	Change in Mkt Value
<b>Future Environmental Liability</b>											
TEXPRIME	LGIP	TexPool Prime	967,393.32	1,290.49	0.00	0.00	0.00	968,683.81	967,393.32	968,683.81	1,290.49
<b>Total for Future Environmental Liability</b>			<b>967,393.32</b>	<b>1,290.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>968,683.81</b>	<b>967,393.32</b>	<b>968,683.81</b>	<b>1,290.49</b>

CUSIP	Security Type	Security Description	03/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/16 Book Value	03/31/16 Market Value	06/30/16 Market Value	Change in Mkt Value
<b>General Fund</b>											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	39,248.26	257.75	0.00	0.00	0.00	39,506.01	39,248.26	39,506.01	257.75
TEXPRIME	LGIP	TexPool Prime	30,660,421.27	1,029,212.74	(4,964,147.35)	0.00	0.00	26,725,486.66	30,660,421.27	26,725,486.66	(3,934,934.61)
USB-WC	BANK DEP	Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-CASH	BANK DEP	Wells Fargo	11,182,577.68	2,761,166.72	(7,297,781.14)	0.00	0.00	6,645,963.26	11,182,577.68	6,645,963.26	(4,536,614.42)
30229ADC0	CP - DISC	Exxon Mobil 0.000 04/12/16	6,999,123.04	0.00	(7,000,000.00)	876.96	0.00	0.00	6,999,279.00	0.00	(6,999,279.00)
89233GEA0	CP - DISC	Toyota Mtr Cr 0.000 05/10/16	6,995,829.19	0.00	(7,000,000.00)	4,170.81	0.00	0.00	6,997,123.00	0.00	(6,997,123.00)
46640PF32	CP - DISC	J.P.Morgan Sec 0.000 06/03/16	6,991,792.50	0.00	(7,000,000.00)	8,207.50	0.00	0.00	6,994,624.00	0.00	(6,994,624.00)
89233GG59	CP - DISC	Toyota Mtr Cr 0.000 07/05/16	6,987,069.46	0.00	0.00	12,386.08	0.00	6,999,455.54	6,989,549.00	6,999,657.00	10,108.00
89233GH25	CP - DISC	Toyota Mtr Cr 0.000 08/02/16	3,989,613.32	0.00	0.00	7,684.44	0.00	3,997,297.76	3,991,320.00	3,998,496.00	7,176.00
3130A4D41	AGCY BULET	FHLB 0.500 08/18/16	7,999,077.92	0.00	0.00	605.76	0.00	7,999,683.68	8,004,904.00	8,001,408.00	(3,496.00)
46640PJD6	CP - DISC	J.P.Morgan Sec 0.000 09/13/16	6,970,483.31	0.00	0.00	16,278.92	0.00	6,986,762.23	6,971,594.00	6,992,706.00	21,112.00
46640PKB8	CP - DISC	J.P.Morgan Sec 0.000 10/11/16	6,963,598.04	0.00	0.00	17,163.65	0.00	6,980,761.69	6,966,806.00	6,987,582.00	20,776.00
912828RM4	TREAS NOTE	U.S. Treasury 1.000 10/31/16	5,011,017.55	0.00	0.00	(4,713.65)	0.00	5,006,303.90	5,014,845.00	5,010,940.00	(3,905.00)
46640PPT4	CP - DISC	J.P.Morgan Sec 0.000 02/27/17	0.00	6,942,588.33	0.00	5,395.86	0.00	6,947,984.19	0.00	6,953,415.00	6,953,415.00
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	4,996,371.75	0.00	0.00	857.85	0.00	4,997,229.60	4,988,050.00	4,995,995.00	7,945.00
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	4,988,929.15	0.00	0.00	2,067.95	0.00	4,990,997.10	4,995,705.00	5,005,275.00	9,570.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,060.00	5,000,870.00	810.00
3134G7XY2	AGCY CALL	FHLMC 1.000 12/22/17	7,000,000.00	0.00	(7,000,000.00)	0.00	0.00	0.00	7,002,870.00	0.00	(7,002,870.00)
3133EPA2	AGCY CALL	FFCB 1.070 02/12/18	4,994,529.75	0.00	(5,000,000.00)	5,470.25	0.00	0.00	4,999,105.00	0.00	(4,999,105.00)
3134G8N88	AGCY CALL	FHLMC 1.100 02/26/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,780.00	5,003,025.00	2,245.00
313378A43	AGCY BULET	FHLB 1.375 03/09/18	5,054,805.20	0.00	0.00	(7,022.80)	0.00	5,047,782.40	5,055,660.00	5,058,310.00	2,650.00
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,993,105.00	5,001,925.00	8,820.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	5,000,560.00	5,000,560.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	0.00	5,500,000.00	0.00	0.00	0.00	5,500,000.00	0.00	5,503,492.50	5,503,492.50
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,994,558.75	0.00	0.00	522.00	0.00	4,995,080.75	4,990,635.00	5,016,290.00	25,655.00
<b>Total for General Fund</b>			<b>147,819,046.14</b>	<b>21,233,225.54</b>	<b>(45,261,928.49)</b>	<b>69,951.58</b>	<b>0.00</b>	<b>123,860,294.77</b>	<b>147,838,261.21</b>	<b>123,940,902.43</b>	<b>(23,897,358.78)</b>

CUSIP	Security Type	Security Description	03/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/16 Book Value	03/31/16 Market Value	06/30/16 Market Value	Change in Mkt Value
<b>Pass Toll Series 2009</b>											
TEXPRIME	LGIP	TexPool Prime	397,782.38	530.58	0.00	0.00	0.00	398,312.96	397,782.38	398,312.96	530.58
<b>Total for Pass Toll Series 2009</b>			<b>397,782.38</b>	<b>530.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>398,312.96</b>	<b>397,782.38</b>	<b>398,312.96</b>	<b>530.58</b>
<b>Passthrough Toll Reimb</b>											
TEXSTAR	LGIP	TexSTAR	16,960,275.10	6,026,529.89	(17,055,439.87)	0.00	0.00	5,931,365.12	16,960,275.10	5,931,365.12	(11,028,909.98)
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	0.00	4,798,665.60	0.00	210.91	0.00	4,798,876.51	0.00	4,804,070.40	4,804,070.40
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	7,003,132.50	0.00	0.00	(653.73)	0.00	7,002,478.77	7,026,866.00	7,026,663.00	(203.00)
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	0.00	8,621,978.15	0.00	(173.08)	0.00	8,621,805.07	0.00	8,625,312.16	8,625,312.16
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	0.00	3,616,639.62	0.00	(475.49)	0.00	3,616,164.13	0.00	3,620,355.32	3,620,355.32
<b>Total for Passthrough Toll Reimb</b>			<b>23,963,407.60</b>	<b>23,063,813.26</b>	<b>(17,055,439.87)</b>	<b>(1,091.39)</b>	<b>0.00</b>	<b>29,970,689.60</b>	<b>23,987,141.10</b>	<b>30,007,766.00</b>	<b>6,020,624.90</b>
<b>Pooled Funds</b>											
TEXPOOL	LGIP	TexPool	11,650,728.62	3,932,791.99	0.00	0.00	0.00	15,583,520.61	11,650,728.62	15,583,520.61	3,932,791.99
TEXPRIME	LGIP	TexPool Prime	0.00	2,208,775.32	0.00	0.00	0.00	2,208,775.30	0.00	2,208,775.30	2,208,775.30
<b>Total for Pooled Funds</b>			<b>11,650,728.62</b>	<b>6,141,567.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,792,295.91</b>	<b>11,650,728.62</b>	<b>17,792,295.91</b>	<b>6,141,567.29</b>
<b>PTT I-35</b>											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total for PTT I-35</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

CUSIP	Security Type	Security Description	03/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/16 Book Value	03/31/16 Market Value	06/30/16 Market Value	Change in Mkt Value
<b>Road and Bridge General</b>											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	24,550.74	21.28	0.00	0.00	0.00	24,572.02	24,550.74	24,572.02	21.28
TEXPRIME	LGIP	TexPool Prime	15,296,261.29	12,063.68	(1,993,529.51)	0.00	0.00	13,314,795.46	15,296,261.29	13,314,795.46	(1,981,465.83)
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	2,987,808.33	0.00	0.00	7,204.17	0.00	2,995,012.50	2,991,708.00	2,997,483.00	5,775.00
89233GKU9	CP - DISC	Toyota Mtr Cr 0.000 10/28/16	2,985,825.00	0.00	0.00	6,142.50	0.00	2,991,967.50	2,985,231.00	2,992,899.00	7,668.00
46640PLG6	CP - DISC	J.P.Morgan Sec 0.000 11/16/16	4,970,420.85	0.00	0.00	11,754.15	0.00	4,982,175.00	4,970,610.00	4,986,990.00	16,380.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	3,001,342.50	0.00	0.00	(280.17)	0.00	3,001,062.33	3,011,514.00	3,011,427.00	(87.00)
<b>Total for Road and Bridge General</b>			<b>29,266,208.71</b>	<b>12,084.96</b>	<b>(1,993,529.51)</b>	<b>24,820.65</b>	<b>0.00</b>	<b>27,309,584.81</b>	<b>29,279,875.03</b>	<b>27,328,166.48</b>	<b>(1,951,708.55)</b>
<b>Tobacco Funds</b>											
TEXPOOL	LGIP	TexPool	8,440.55	7.32	0.00	0.00	0.00	8,447.87	8,440.55	8,447.87	7.32
TEXPRIME	LGIP	TexPool Prime	1,438,704.84	302,199.84	0.00	0.00	0.00	1,740,904.68	1,438,704.84	1,740,904.68	302,199.84
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	1,991,872.22	0.00	0.00	4,802.78	0.00	1,996,675.00	1,994,472.00	1,998,322.00	3,850.00
<b>Total for Tobacco Funds</b>			<b>3,439,017.61</b>	<b>302,207.16</b>	<b>0.00</b>	<b>4,802.78</b>	<b>0.00</b>	<b>3,746,027.55</b>	<b>3,441,617.39</b>	<b>3,747,674.55</b>	<b>306,057.16</b>
<b>Unlimited Tax Road Bonds - Series 2007</b>											
TEXPOOL	LGIP	TexPool	82,314.69	71.23	0.00	0.00	0.00	82,385.92	82,314.69	82,385.92	71.23
TEXPRIME	LGIP	TexPool Prime	12,322,106.15	10,811.54	(231,834.13)	0.00	0.00	12,101,083.56	12,322,106.15	12,101,083.56	(221,022.59)
<b>Total for Unlimited Tax Road Bonds - Series 2007</b>			<b>12,404,420.84</b>	<b>10,882.77</b>	<b>(231,834.13)</b>	<b>0.00</b>	<b>0.00</b>	<b>12,183,469.48</b>	<b>12,404,420.84</b>	<b>12,183,469.48</b>	<b>(220,951.36)</b>
<b>Total for Williamson County</b>			<b>512,936,816.66</b>	<b>112,565,801.34</b>	<b>(113,943,268.29)</b>	<b>240,977.03</b>	<b>0.00</b>	<b>511,800,326.72</b>	<b>513,049,803.90</b>	<b>512,085,018.94</b>	<b>(964,784.96)</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>2007 Park Limited -06</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	1,235.17	1,235.17	0.00	0.00	0.00	1,235.17
<b>Total for 2007 Park Limited -06</b>			<b>0.00</b>	<b>1,235.17</b>	<b>1,235.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,235.17</b>
<b>2008 TAN-COMPASS</b>									
<b>Total for 2008 TAN-COMPASS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2013 Park Bond</b>									
LOGIC	LGIP	LOGIC	0.00	22,195.42	22,195.42	0.00	0.00	0.00	22,195.42
<b>Total for 2013 Park Bond</b>			<b>0.00</b>	<b>22,195.42</b>	<b>22,195.42</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,195.42</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>2013 Road Bond</b>									
LOGIC	LGIP	LOGIC							
64105RFW5	CP - DISC	Nestle Finance Intl Ltd 0.000 06/30/16	0.00	32,152.74	32,152.74	0.00	0.00	0.00	32,152.74
89233GGF7	CP - DISC	Toyota Mtr Cr 0.000 07/15/16	0.00	0.00	0.00	0.00	0.00	10,600.00	10,600.00
46640PH89	CP - DISC	J.P.Morgan Sec 0.000 08/08/16	0.00	0.00	0.00	0.00	0.00	13,346.64	13,346.64
64105RJ76	CP - DISC	Nestle Finance Intl Ltd 0.000 09/07/16	0.00	0.00	0.00	0.00	0.00	16,380.00	16,380.00
FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16	15,695.03	35,121.26	39,244.41	0.00	11,571.88	11,122.24	11,122.24
89233GKB1	CP - DISC	Toyota Mtr Cr 0.000 10/11/16	0.00	0.00	0.00	0.00	0.00	0.00	35,121.26
46640PLA9	CP - DISC	J.P.Morgan Sec 0.000 11/10/16	0.00	0.00	0.00	0.00	0.00	17,745.03	17,745.03
89233GM52	CP - DISC	Toyota Mtr Cr 0.000 12/05/16	0.00	0.00	0.00	0.00	0.00	21,612.51	21,612.51
3130A0C65	AGCY BULET	FHLB 0.625 12/28/16	8,072.92	7,812.50	15,625.00	0.00	260.42	10,010.00	10,010.00
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	13,197.12	19,687.50	0.00	0.00	32,884.62	(468.05)	7,344.45
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	9,000.00	16,875.00	0.00	0.00	(6,646.23)	13,041.27	13,041.27
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	3,833.33	15,000.00	0.00	0.00	25,875.00	(2,466.54)	14,408.46
89233GQQ2	CP - DISC	Toyota Mtr Cr 0.000 03/24/17	0.00	0.00	0.00	0.00	18,833.33	(5,350.02)	9,649.98
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	33,687.50	19,687.50	39,375.00	0.00	0.00	206.64	206.64
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	14,704.86	10,937.50	21,875.00	0.00	14,000.00	(7,533.26)	12,154.24
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	7,964.44	6,400.00	12,800.00	0.00	3,767.36	3,349.50	14,287.00
3133EE62	AGCY BULET	FFCB 0.800 06/16/17	10,500.00	9,000.00	18,000.00	0.00	1,564.44	(1,616.84)	4,783.16
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	3,593.33	13,475.00	0.00	0.00	1,500.00	(503.32)	8,496.68
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	3,500.00	5,000.00	0.00	0.00	17,068.33	1,547.56	15,022.56
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	1,300.00	9,000.00	0.00	0.00	8,500.00	(618.94)	4,381.06
<b>Total for 2013 Road Bond</b>			<b>125,048.53</b>	<b>200,149.00</b>	<b>179,072.15</b>	<b>0.00</b>	<b>146,125.38</b>	<b>80,768.12</b>	<b>280,917.12</b>



CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>2015 CO BONDS</b>									
LOGIC	LGIP	LOGIC	0.00	21,167.30	21,167.30	0.00	0.00	0.00	21,167.30
64105RJ27	CP - DISC	Nestle Finance Intl Ltd 0.000 09/02/16	0.00	0.00	0.00	0.00	0.00	11,600.00	11,600.00
46640PJT1	CP - DISC	J.P.Morgan Sec 0.000 09/27/16	0.00	0.00	0.00	0.00	0.00	16,784.40	16,784.40
48306AK30	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16	0.00	0.00	0.00	0.00	0.00	16,379.97	16,379.97
89233GMP8	CP - DISC	Toyota Mtr Cr 0.000 12/23/16	0.00	0.00	0.00	0.00	0.00	20,020.00	20,020.00
3130A7T62	AGCY BULET	FHLB 0.550 01/18/17	0.00	6,691.67	0.00	0.00	6,691.67	242.16	6,933.83
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	0.00	8,434.28	0.00	(7,278.91)	15,713.19	(4,277.32)	4,156.96
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	208.33	9,375.00	0.00	0.00	9,583.33	976.08	10,351.08
<b>Total for 2015 CO BONDS</b>			<b>208.33</b>	<b>45,668.25</b>	<b>21,167.30</b>	<b>(7,278.91)</b>	<b>31,988.19</b>	<b>61,725.29</b>	<b>107,393.54</b>
<b>Combination Tax &amp; Rev Series 2006 CO</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	332.58	332.58	0.00	0.00	0.00	332.58
<b>Total for Combination Tax &amp; Rev Series 2006 CO</b>			<b>0.00</b>	<b>332.58</b>	<b>332.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>332.58</b>
<b>County Benefits Program</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	4,813.21	4,813.21	0.00	0.00	0.00	4,813.21
<b>Total for County Benefits Program</b>			<b>0.00</b>	<b>4,813.21</b>	<b>4,813.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,813.21</b>
<b>Debt Service Fund</b>									
TEXPOOL	LGIP	TexPool	0.00	445.92	445.92	0.00	0.00	0.00	445.92
TEXPRIME	LGIP	TexPool Prime	0.00	27,522.82	27,522.82	0.00	0.00	0.00	27,522.82
<b>Total for Debt Service Fund</b>			<b>0.00</b>	<b>27,968.74</b>	<b>27,968.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>27,968.74</b>
<b>Future Environmental Liability</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	1,290.49	1,290.49	0.00	0.00	0.00	1,290.49
<b>Total for Future Environmental Liability</b>			<b>0.00</b>	<b>1,290.49</b>	<b>1,290.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,290.49</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>General Fund</b>									
TEXPOOL	LGIP	TexPool	0.00	34.07	34.07	0.00	0.00	0.00	34.07
TEXPRIME	LGIP	TexPool Prime	0.00	43,013.05	43,013.05	0.00	0.00	0.00	43,013.05
30229ADC0	CP - DISC	Exxon Mobil 0.000 04/12/16	0.00	0.00	0.00	0.00	0.00	876.96	876.96
89233GEA0	CP - DISC	Toyota Mtr Cr 0.000 05/10/16	0.00	0.00	0.00	0.00	0.00	4,170.81	4,170.81
46640PF32	CP - DISC	J.P.Morgan Sec 0.000 06/03/16	0.00	0.00	0.00	0.00	0.00	8,207.50	8,207.50
89233GG59	CP - DISC	Toyota Mtr Cr 0.000 07/05/16	0.00	0.00	0.00	0.00	0.00	12,386.08	12,386.08
89233GH25	CP - DISC	Toyota Mtr Cr 0.000 08/02/16	0.00	0.00	0.00	0.00	0.00	7,684.44	7,684.44
3130A4D41	AGCY BULET	FHLB 0.500 08/18/16	4,777.78	10,000.00	0.00	0.00	14,777.78	605.76	10,605.76
46640PJD6	CP - DISC	J.P.Morgan Sec 0.000 09/13/16	0.00	0.00	0.00	0.00	0.00	16,278.92	16,278.92
46640PKB8	CP - DISC	J.P.Morgan Sec 0.000 10/11/16	0.00	0.00	0.00	0.00	0.00	17,163.65	17,163.65
912828RM4	TREAS NOTE	U.S. Treasury 1.000 10/31/16	21,016.48	12,407.43	25,000.00	0.00	8,423.91	(4,713.65)	7,693.78
46640PPT4	CP - DISC	J.P.Morgan Sec 0.000 02/27/17	0.00	0.00	0.00	0.00	0.00	5,395.86	5,395.86
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	11,111.11	6,250.00	12,500.00	0.00	4,861.11	857.85	7,107.85
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	5,236.95	7,812.50	0.00	0.00	13,049.45	2,067.95	9,880.45
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	17,752.78	10,375.00	20,750.00	0.00	7,377.78	0.00	10,375.00
3134G7XY2	AGCY CALL	FHLMC 1.000 12/22/17	19,250.00	15,750.00	35,000.00	0.00	0.00	0.00	15,750.00
3133EEPA2	AGCY CALL	FFCB 1.070 02/12/18	7,281.94	6,836.12	14,118.06	0.00	0.00	5,470.25	12,306.37
3134G8N88	AGCY CALL	FHLMC 1.100 02/26/18	4,736.11	13,750.00	0.00	0.00	18,486.11	0.00	13,750.00
313378A43	AGCY BULET	FHLB 1.375 03/09/18	4,201.39	17,187.50	0.00	0.00	21,388.89	(7,022.80)	10,164.70
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	138.89	12,500.00	0.00	0.00	12,638.89	0.00	12,500.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	0.00	6,111.11	0.00	(833.33)	6,944.44	0.00	6,111.11
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	0.00	527.08	0.00	0.00	527.08	0.00	527.08
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	19,633.33	11,625.00	23,250.00	0.00	8,008.33	522.00	12,147.00
<b>Total for General Fund</b>			<b>115,136.76</b>	<b>174,178.86</b>	<b>173,665.18</b>	<b>(833.33)</b>	<b>116,483.77</b>	<b>69,951.58</b>	<b>244,130.44</b>
<b>Pass Toll Series 2009</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	530.58	530.58	0.00	0.00	0.00	530.58
<b>Total for Pass Toll Series 2009</b>			<b>0.00</b>	<b>530.58</b>	<b>530.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>530.58</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Passthrough Toll Reimb</b>									
TEXSTAR	LGIP	TexSTAR	0.00	15,316.84	15,316.84	0.00	0.00	0.00	15,316.84
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	0.00	4,750.00	0.00	0.00	4,750.00	210.91	4,960.91
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	21,777.78	17,500.00	35,000.00	0.00	4,277.78	(653.73)	16,846.27
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	0.00	1,974.27	0.00	(18,306.88)	20,281.15	(173.08)	1,801.19
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	0.00	1,236.47	0.00	(9,891.75)	11,128.22	(475.49)	760.98
<b>Total for Passthrough Toll Reimb</b>			<b>21,777.78</b>	<b>40,777.58</b>	<b>50,316.84</b>	<b>(28,198.63)</b>	<b>40,437.15</b>	<b>(1,091.39)</b>	<b>39,686.19</b>
<b>Pooled Funds</b>									
TEXPOOL	LGIP	TexPool	0.00	12,167.50	12,167.50	0.00	0.00	0.00	12,167.50
TEXPRIME	LGIP	TexPool Prime	0.00	1,980.92	1,980.92	0.00	0.00	0.00	1,980.92
<b>Total for Pooled Funds</b>			<b>0.00</b>	<b>14,148.42</b>	<b>14,148.42</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,148.42</b>
<b>PTT I-35</b>									
<b>Total for PTT I-35</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Road and Bridge General</b>									
TEXPOOL	LGIP	TexPool	0.00	21.28	21.28	0.00	0.00	0.00	21.28
TEXPRIME	LGIP	TexPool Prime	0.00	18,534.17	18,534.17	0.00	0.00	0.00	18,534.17
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	0.00	0.00	0.00	0.00	0.00	7,204.17	7,204.17
89233GKU9	CP - DISC	Toyota Mtr Cr 0.000 10/28/16	0.00	0.00	0.00	0.00	0.00	6,142.50	6,142.50
46640PLG6	CP - DISC	J.P.Morgan Sec 0.000 11/16/16	0.00	0.00	0.00	0.00	0.00	11,754.15	11,754.15
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	9,333.33	7,500.00	15,000.00	0.00	1,833.33	(280.17)	7,219.83
<b>Total for Road and Bridge General</b>			<b>9,333.33</b>	<b>26,055.45</b>	<b>33,555.45</b>	<b>0.00</b>	<b>1,833.33</b>	<b>24,820.65</b>	<b>50,876.10</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Tobacco Funds</b>									
TEXPOOL	LGIP	TexPool	0.00	7.32	7.32	0.00	0.00	0.00	7.32
TEXPRIME	LGIP	TexPool Prime	0.00	2,199.84	2,199.84	0.00	0.00	0.00	2,199.84
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	0.00	0.00	0.00	0.00	0.00	4,802.78	4,802.78
<b>Total for Tobacco Funds</b>			<b>0.00</b>	<b>2,207.16</b>	<b>2,207.16</b>	<b>0.00</b>	<b>0.00</b>	<b>4,802.78</b>	<b>7,009.94</b>
<b>Unlimited Tax Road Bonds - Series 2007</b>									
TEXPOOL	LGIP	TexPool	0.00	71.23	71.23	0.00	0.00	0.00	71.23
TEXPRIME	LGIP	TexPool Prime	0.00	16,404.13	16,404.13	0.00	0.00	0.00	16,404.13
<b>Total for Unlimited Tax Road Bonds - Series 2007</b>			<b>0.00</b>	<b>16,475.36</b>	<b>16,475.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,475.36</b>
<b>Total for Williamson County</b>			<b>271,504.73</b>	<b>578,026.27</b>	<b>548,974.05</b>	<b>(36,310.87)</b>	<b>336,867.82</b>	<b>240,977.03</b>	<b>819,003.30</b>

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>2013 Road Bond</b>															
<b>Sales</b>															
06/27/16	06/29/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		10,000,000.00	100.000	10,000,000.00	0.00	10,000,000.00		0.375	
<b>Total for: Sales</b>								<b>10,000,000.00</b>		<b>10,000,000.00</b>	<b>0.00</b>	<b>10,000,000.00</b>		<b>0.375</b>	
<b>Maturities</b>															
06/30/16	06/30/16	64105RFW5	CP - DISC	Nestle Finance Intl Ltd		06/30/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.531	
<b>Total for: Maturities</b>								<b>8,000,000.00</b>		<b>8,000,000.00</b>	<b>0.00</b>	<b>8,000,000.00</b>		<b>0.531</b>	
<b>Purchases</b>															
06/28/16	06/30/16	89233GQQ2	CP - DISC	Toyota Mtr Cr		03/24/17		8,000,000.00	99.310	7,944,820.00	0.00	7,944,820.00		0.936	0.936
<b>Total for: Purchases</b>								<b>8,000,000.00</b>		<b>7,944,820.00</b>	<b>0.00</b>	<b>7,944,820.00</b>		<b>0.936</b>	<b>0.936</b>
<b>Income Payments</b>															
04/01/16	04/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16				0.00	15,695.03	15,695.03			
04/27/16	04/27/16	3135G0JA2	AGCY BULET	FNMA	1.125	04/27/17				0.00	39,375.00	39,375.00			
05/02/16	05/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16				0.00	12,165.28	12,165.28			
05/30/16	05/30/16	3130A5EP0	AGCY BULET	FHLB	0.625	05/30/17				0.00	21,875.00	21,875.00			
06/01/16	06/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16				0.00	11,384.10	11,384.10			
06/09/16	06/09/16	313379FW4	AGCY BULET	FHLB	1.000	06/09/17				0.00	12,800.00	12,800.00			
06/16/16	06/16/16	3133EEX62	AGCY BULET	FFCB	0.800	06/16/17				0.00	18,000.00	18,000.00			
06/28/16	06/28/16	3130A0C65	AGCY BULET	FHLB	0.625	12/28/16				0.00	15,625.00	15,625.00			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>146,919.41</b>	<b>146,919.41</b>			
<b>Capitalized Interest</b>															
04/01/16	04/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		15,695.03	100.000	15,695.03	0.00	15,695.03			
05/02/16	05/02/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		12,165.28	100.000	12,165.28	0.00	12,165.28			
06/01/16	06/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		11,384.10	100.000	11,384.10	0.00	11,384.10			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>2013 Road Bond</b>															
<b>Total for: Capitalized Interest</b>								39,244.41		39,244.41	0.00	39,244.41			
<b>2015 CO BONDS</b>															
<b>Purchases</b>															
04/04/16	04/05/16	64105RJ27	CP - DISC	Nestle Finance Intl Ltd		09/02/16		8,000,000.00	99.750	7,980,000.00	0.00	7,980,000.00		0.602	0.602
04/07/16	04/08/16	48306AK30	CP - DISC	Kaiser Foundation Hospital		10/03/16		9,000,000.00	99.614	8,965,290.00	0.00	8,965,290.00		0.783	0.783
04/14/16	04/18/16	742651DN9	AGCY BULET	PEFCO	1.375	02/15/17		3,025,000.00	100.577	3,042,443.78	7,278.91	3,049,722.69		0.673	0.673
04/14/16	04/18/16	3130A7T62	AGCY BULET	FHLB	0.550	01/18/17		6,000,000.00	99.985	5,999,100.00	0.00	5,999,100.00		0.570	0.570
<b>Total for: Purchases</b>								26,025,000.00		25,986,833.78	7,278.91	25,994,112.69		0.665	0.665

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>General Fund</b>															
<b>Calls</b>															
05/16/16	05/17/16	3133EEPA2	AGCY CALL	FFCB	1.070	02/12/18	05/17/16	5,000,000.00	100.000	5,000,000.00	14,118.06	5,014,118.06		1.129	1.070
06/17/16	06/22/16	3134G7XY2	AGCY CALL	FHLMC	1.000	12/22/17	06/22/16	7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.000	
<b>Total for: Calls</b>								<b>12,000,000.00</b>		<b>12,000,000.00</b>	<b>14,118.06</b>	<b>12,014,118.06</b>		<b>1.054</b>	<b>0.446</b>
<b>Maturities</b>															
04/12/16	04/12/16	30229ADC0	CP - DISC	Exxon Mobil		04/12/16		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.410	
05/10/16	05/10/16	89233GEA0	CP - DISC	Toyota Mtr Cr		05/10/16		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.551	
06/03/16	06/03/16	46640PF32	CP - DISC	J.P.Morgan Sec		06/03/16		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.673	
<b>Total for: Maturities</b>								<b>21,000,000.00</b>		<b>21,000,000.00</b>	<b>0.00</b>	<b>21,000,000.00</b>		<b>0.545</b>	
<b>Purchases</b>															
05/11/16	05/17/16	3134G9JD0	AGCY CALL	FHLMC	1.000	05/11/18	08/11/16	5,000,000.00	100.000	5,000,000.00	833.33	5,000,833.33		1.000	1.000
06/03/16	06/06/16	46640PPT4	CP - DISC	J.P.Morgan Sec		02/27/17		7,000,000.00	99.180	6,942,588.33	0.00	6,942,588.33		1.119	1.119
06/20/16	06/28/16	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18	09/28/16	5,500,000.00	100.000	5,500,000.00	0.00	5,500,000.00		1.150	1.150
<b>Total for: Purchases</b>								<b>17,500,000.00</b>		<b>17,442,588.33</b>	<b>833.33</b>	<b>17,443,421.66</b>		<b>1.095</b>	<b>1.095</b>
<b>Income Payments</b>															
04/21/16	04/21/16	3133EFKR7	AGCY BULET	FFCB	0.500	04/21/17				0.00	12,500.00	12,500.00			
04/27/16	04/27/16	3134G7V99	AGCY CALL	FHLMC	0.830	10/27/17				0.00	20,750.00	20,750.00			
04/29/16	04/29/16	3133EFLY1	AGCY BULET	FFCB	0.930	10/29/18				0.00	23,250.00	23,250.00			
05/02/16	04/30/16	912828RM4	TREAS NOTE	U.S. Treasury	1.000	10/31/16				0.00	25,000.00	25,000.00			
06/22/16	06/22/16	3134G7XY2	AGCY CALL	FHLMC	1.000	12/22/17				0.00	35,000.00	35,000.00			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>116,500.00</b>	<b>116,500.00</b>			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Passthrough Toll Reimb</b>															
<b>Purchases</b>															
05/02/16	05/04/16	3130A7YB5	AGCY BULET	FHLB	0.625	05/04/17		4,800,000.00	99.972	4,798,665.60	0.00	4,798,665.60		0.653	0.653
06/17/16	06/20/16	313380EC7	AGCY BULET	FHLB	0.750	09/08/17		8,615,000.00	100.081	8,621,978.15	18,306.88	8,640,285.03		0.683	0.683
06/17/16	06/20/16	3133EDVU3	AGCY BULET	FFCB	1.125	09/22/17		3,597,000.00	100.546	3,616,639.62	9,891.75	3,626,531.37		0.687	0.687
<b>Total for: Purchases</b>								<b>17,012,000.00</b>		<b>17,037,283.37</b>	<b>28,198.63</b>	<b>17,065,482.00</b>		<b>0.675</b>	<b>0.675</b>
<b>Income Payments</b>															
06/09/16	06/09/16	313379FW4	AGCY BULET	FHLB	1.000	06/09/17				0.00	35,000.00	35,000.00			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>35,000.00</b>	<b>35,000.00</b>			
<b>Road and Bridge General</b>															
<b>Income Payments</b>															
06/09/16	06/09/16	313379FW4	AGCY BULET	FHLB	1.000	06/09/17				0.00	15,000.00	15,000.00			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>15,000.00</b>	<b>15,000.00</b>			



Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
------------	-------------	-------	---------------	----------------------	--------	----------	-----------	-----------	-------	------------------	--------------------------	--------------	----------------------	-----	-----

**Total for All Portfolios**

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Sales	10,000,000.00	10,000,000.00		0.375	
Total Calls	12,000,000.00	12,014,118.06		1.054	0.446
Total Maturities	29,000,000.00	29,000,000.00		0.541	
Total Purchases	68,537,000.00	68,447,836.35		0.809	0.809
Total Income Payments	0.00	313,419.41			
Total Capitalized Interest	39,244.41	39,244.41			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>2013 Road Bond</b>											
64105RWF5	02/10/16	CP - DISC	Nestle Finance Intl Ltd 0.000 06/30/16		0.00	99.792	0.00	10,600.00	0.00	0.00	0.00
89233GGF7	02/09/16	CP - DISC	Toyota Mtr Cr 0.000 07/15/16		8,000,000.00	99.712	7,976,973.33	13,346.64	20,973.31	2,053.36	7,997,946.64
46640PH89	02/09/16	CP - DISC	J.P.Morgan Sec 0.000 08/08/16		8,000,000.00	99.593	7,967,420.00	16,380.00	25,740.00	6,840.00	7,993,160.00
64105RJ76	02/10/16	CP - DISC	Nestle Finance Intl Ltd 0.000 09/07/16		8,000,000.00	99.679	7,974,333.33	11,122.24	17,355.55	8,311.12	7,991,688.88
FLEXWILCO	07/17/14	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16		27,696,680.29	100.000	27,696,680.29	0.00	0.00	0.00	27,696,680.29
89233GKB1	02/10/16	CP - DISC	Toyota Mtr Cr 0.000 10/11/16		9,000,000.00	99.471	8,952,420.00	17,745.03	27,690.00	19,890.00	8,980,110.00
46640PLA9	02/18/16	CP - DISC	J.P.Morgan Sec 0.000 11/10/16		9,000,000.00	99.298	8,936,825.00	21,612.51	31,825.03	31,349.97	8,968,650.03
89233GM52	03/10/16	CP - DISC	Toyota Mtr Cr 0.000 12/05/16		4,000,000.00	99.258	3,970,300.00	10,010.00	12,430.00	17,270.00	3,982,730.00
3130A0C65	02/22/16	AGCY BULET	FHLB 0.625 12/28/16		5,000,000.00	100.032	5,001,600.00	(468.05)	(670.80)	(929.20)	5,000,929.20
912828SC5	02/18/16	TREAS NOTE	U.S. Treasury 0.875 01/31/17		9,000,000.00	100.281	9,025,312.50	(6,646.23)	(9,786.78)	(15,525.72)	9,015,525.72
3130A4AQ5	02/09/16	AGCY BULET	FHLB 0.750 02/13/17		9,000,000.00	100.111	9,009,990.00	(2,466.54)	(3,890.25)	(6,099.75)	9,006,099.75
3137EADC0	02/22/16	AGCY BULET	FHLMC 1.000 03/08/17		6,000,000.00	100.373	6,022,380.00	(5,350.02)	(7,662.84)	(14,717.16)	6,014,717.16
89233GQQ2	06/30/16	CP - DISC	Toyota Mtr Cr 0.000 03/24/17		8,000,000.00	99.310	7,944,820.00	206.64	206.64	54,973.36	7,945,026.64
3135G0JA2	02/22/16	AGCY BULET	FNMA 1.125 04/27/17		7,000,000.00	100.509	7,035,651.00	(7,533.26)	(10,785.53)	(24,865.47)	7,024,865.47
3130A5EP0	03/03/16	AGCY BULET	FHLB 0.625 05/30/17		7,000,000.00	99.762	6,983,340.00	3,349.50	4,391.73	12,268.27	6,987,731.73
313379FW4	02/18/16	AGCY BULET	FHLB 1.000 06/09/17		2,560,000.00	100.332	2,568,499.20	(1,616.84)	(2,388.22)	(6,110.98)	2,566,110.98
3133EEX62	02/18/16	AGCY BULET	FFCB 0.800 06/16/17		4,500,000.00	100.060	4,502,700.00	(503.32)	(743.17)	(1,956.83)	4,501,956.83
3133EFK30	03/10/16	AGCY BULET	FFCB 0.770 07/07/17		7,000,000.00	99.882	6,991,726.00	1,547.56	1,908.62	6,365.38	6,993,634.62
3137EADJ5	03/10/16	AGCY BULET	FHLMC 1.000 07/28/17		2,000,000.00	100.173	2,003,450.00	(618.94)	(763.36)	(2,686.64)	2,002,686.64
3134G3J68	03/03/16	AGCY BULET	FHLMC 0.900 09/18/17		4,000,000.00	99.992	3,999,680.00	51.20	70.20	249.80	3,999,750.20
<b>Total for 2013 Road Bond</b>					<b>144,756,680.29</b>		<b>144,564,100.65</b>	<b>80,768.12</b>	<b>105,900.13</b>	<b>86,679.51</b>	<b>144,670,000.78</b>

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>2015 CO BONDS</b>											
64105RJ27	04/05/16	CP - DISC	Nestle Finance Intl Ltd 0.000 09/02/16		8,000,000.00	99.750	7,980,000.00	11,600.00	11,600.00	8,400.00	7,991,600.00
46640PJT1	03/30/16	CP - DISC	J.P.Morgan Sec 0.000 09/27/16		8,000,000.00	99.583	7,966,615.56	16,784.40	17,153.32	16,231.12	7,983,768.88
48306AK30	04/08/16	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16		9,000,000.00	99.614	8,965,290.00	16,379.97	16,379.97	18,330.03	8,981,669.97
89233GMP8	03/30/16	CP - DISC	Toyota Mtr Cr 0.000 12/23/16		8,000,000.00	99.263	7,941,040.00	20,020.00	20,460.00	38,500.00	7,961,500.00
3130A7T62	04/18/16	AGCY BULET	FHLB 0.550 01/18/17		6,000,000.00	99.985	5,999,100.00	242.16	242.16	657.84	5,999,342.16
742651DN9	04/18/16	AGCY BULET	PEFCO 1.375 02/15/17		3,025,000.00	100.577	3,042,443.78	(4,277.32)	(4,277.32)	(13,166.46)	3,038,166.46
3130A7N84	03/30/16	AGCY BULET	FHLB 0.625 03/29/17		6,000,000.00	99.935	5,996,100.00	976.08	986.94	2,913.06	5,997,086.94
<b>Total for 2015 CO BONDS</b>					<b>48,025,000.00</b>		<b>47,890,589.34</b>	<b>61,725.29</b>	<b>62,545.07</b>	<b>71,865.59</b>	<b>47,953,134.41</b>

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>General Fund</b>											
30229ADC0	01/29/16	CP - DISC	Exxon Mobil 0.000 04/12/16		0.00	99.916	0.00	876.96	0.00	0.00	0.00
89233GEA0	01/29/16	CP - DISC	Toyota Mtr Cr 0.000 05/10/16		0.00	99.844	0.00	4,170.81	0.00	0.00	0.00
46640PF32	09/10/15	CP - DISC	J.P.Morgan Sec 0.000 06/03/16		0.00	99.503	0.00	8,207.50	0.00	0.00	0.00
89233GG59	01/28/16	CP - DISC	Toyota Mtr Cr 0.000 07/05/16		7,000,000.00	99.691	6,978,358.33	12,386.08	21,097.21	544.46	6,999,455.54
89233GH25	01/28/16	CP - DISC	Toyota Mtr Cr 0.000 08/02/16		4,000,000.00	99.605	3,984,208.89	7,684.44	13,088.87	2,702.24	3,997,297.76
3130A4D41	03/04/15	AGCY BULET	FHLB 0.500 08/18/16		8,000,000.00	99.956	7,996,480.00	605.76	3,203.68	316.32	7,999,683.68
46640PJD6	01/29/16	CP - DISC	J.P.Morgan Sec 0.000 09/13/16		7,000,000.00	99.417	6,959,213.33	16,278.92	27,548.90	13,237.77	6,986,762.23
46640PKB8	01/29/16	CP - DISC	J.P.Morgan Sec 0.000 10/11/16		7,000,000.00	99.310	6,951,715.56	17,163.65	29,046.13	19,238.31	6,980,761.69
912828RM4	11/12/15	TREAS NOTE	U.S. Treasury 1.000 10/31/16		5,000,000.00	100.367	5,018,359.38	(4,713.65)	(12,055.48)	(6,303.90)	5,006,303.90
46640PPT4	06/06/16	CP - DISC	J.P.Morgan Sec 0.000 02/27/17		7,000,000.00	99.180	6,942,588.33	5,395.86	5,395.86	52,015.81	6,947,984.19
3133EFKR7	10/30/15	AGCY BULET	FFCB 0.500 04/21/17		5,000,000.00	99.899	4,994,935.00	857.85	2,294.60	2,770.40	4,997,229.60
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury 0.625 07/31/17		5,000,000.00	99.715	4,985,742.19	2,067.95	5,254.91	9,002.90	4,990,997.10
3134G7V99	10/29/15	AGCY CALL	FHLMC 0.830 10/27/17	07/27/16	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G7XY2	09/22/15	AGCY CALL	FHLMC 1.000 12/22/17	06/22/16	0.00	100.000	0.00	0.00	0.00	0.00	0.00
3133EEPA2	02/12/15	AGCY CALL	FFCB 1.070 02/12/18		0.00	99.825	0.00	5,470.25	0.00	0.00	0.00
3134G8N88	02/29/16	AGCY CALL	FHLMC 1.100 02/26/18	08/26/16	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
313378A43	10/29/15	AGCY BULET	FHLB 1.375 03/09/18		5,000,000.00	101.332	5,066,617.00	(7,022.80)	(18,834.60)	(47,782.40)	5,047,782.40
3134G7M73	09/30/15	AGCY CALL	FHLMC 1.000 03/30/18	09/30/16	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G9JD0	05/17/16	AGCY CALL	FHLMC 1.000 05/11/18	08/11/16	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18	09/28/16	5,500,000.00	100.000	5,500,000.00	0.00	0.00	0.00	5,500,000.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	522.00	1,400.75	4,919.25	4,995,080.75
<b>Total for General Fund</b>					<b>90,500,000.00</b>		<b>90,371,898.01</b>	<b>69,951.58</b>	<b>77,440.83</b>	<b>50,661.16</b>	<b>90,449,338.84</b>

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Passthrough Toll Reimb</b>											
3130A7YB5	05/04/16	AGCY BULET	FHLB 0.625 05/04/17		4,800,000.00	99.972	4,798,665.60	210.91	210.91	1,123.49	4,798,876.51
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		7,000,000.00	100.055	7,003,850.00	(653.73)	(1,371.23)	(2,478.77)	7,002,478.77
313380EC7	06/20/16	AGCY BULET	FHLB 0.750 09/08/17		8,615,000.00	100.081	8,621,978.15	(173.08)	(173.08)	(6,805.07)	8,621,805.07
3133EDVU3	06/20/16	AGCY BULET	FFCB 1.125 09/22/17		3,597,000.00	100.546	3,616,639.62	(475.49)	(475.49)	(19,164.13)	3,616,164.13
<b>Total for Passthrough Toll Reimb</b>					<b>24,012,000.00</b>		<b>24,041,133.37</b>	<b>(1,091.39)</b>	<b>(1,808.89)</b>	<b>(27,324.48)</b>	<b>24,039,324.48</b>
<b>Road and Bridge General</b>											
46640PJ20	12/10/15	CP - DISC	J.P.Morgan Sec 0.000 09/02/16		3,000,000.00	99.295	2,978,862.50	7,204.17	16,150.00	4,987.50	2,995,012.50
89233GKU9	02/02/16	CP - DISC	Toyota Mtr Cr 0.000 10/28/16		3,000,000.00	99.395	2,981,842.50	6,142.50	10,125.00	8,032.50	2,991,967.50
46640PLG6	03/18/16	CP - DISC	J.P.Morgan Sec 0.000 11/16/16		5,000,000.00	99.372	4,968,612.50	11,754.15	13,562.50	17,825.00	4,982,175.00
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		3,000,000.00	100.055	3,001,650.00	(280.17)	(587.67)	(1,062.33)	3,001,062.33
<b>Total for Road and Bridge General</b>					<b>14,000,000.00</b>		<b>13,930,967.50</b>	<b>24,820.65</b>	<b>39,249.83</b>	<b>29,782.67</b>	<b>13,970,217.33</b>
<b>Tobacco Funds</b>											
46640PJ20	12/10/15	CP - DISC	J.P.Morgan Sec 0.000 09/02/16		2,000,000.00	99.295	1,985,908.33	4,802.78	10,766.67	3,325.00	1,996,675.00
<b>Total for Tobacco Funds</b>					<b>2,000,000.00</b>		<b>1,985,908.33</b>	<b>4,802.78</b>	<b>10,766.67</b>	<b>3,325.00</b>	<b>1,996,675.00</b>
<b>Total for Williamson County</b>					<b>323,293,680.29</b>		<b>322,784,597.20</b>	<b>240,977.03</b>	<b>294,093.64</b>	<b>214,989.45</b>	<b>323,078,690.84</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>2013 Road Bond</b>						
FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16	07/01/16	8,655.21	0.00	8,655.21
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	07/07/16	17,966.66	0.00	17,966.66
89233GGF7	CP - DISC	Toyota Mtr Cr 0.000 07/15/16	07/15/16	0.00	8,000,000.00	8,000,000.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	07/28/16	10,000.00	0.00	10,000.00
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	07/31/16	39,375.00	0.00	39,375.00
FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16	08/01/16	8,655.21	0.00	8,655.21
46640PH89	CP - DISC	J.P.Morgan Sec 0.000 08/08/16	08/08/16	0.00	8,000,000.00	8,000,000.00
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	08/13/16	33,750.00	0.00	33,750.00
64105RJ76	CP - DISC	Nestle Finance Intl Ltd 0.000 09/07/16	09/07/16	0.00	8,000,000.00	8,000,000.00
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	09/08/16	30,000.00	0.00	30,000.00
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	09/18/16	18,000.00	0.00	18,000.00
FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16	09/30/16	8,655.21	27,696,680.29	27,705,335.50
89233GKB1	CP - DISC	Toyota Mtr Cr 0.000 10/11/16	10/11/16	0.00	9,000,000.00	9,000,000.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	10/27/16	39,375.00	0.00	39,375.00
46640PLA9	CP - DISC	J.P.Morgan Sec 0.000 11/10/16	11/10/16	0.00	9,000,000.00	9,000,000.00
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	11/30/16	21,875.00	0.00	21,875.00
89233GM52	CP - DISC	Toyota Mtr Cr 0.000 12/05/16	12/05/16	0.00	4,000,000.00	4,000,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	12/09/16	12,800.00	0.00	12,800.00
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	12/16/16	18,000.00	0.00	18,000.00
<b>Total for 2013 Road Bond</b>				<b>267,107.29</b>	<b>73,696,680.29</b>	<b>73,963,787.58</b>
<b>2015 CO BONDS</b>						
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	08/15/16	20,796.87	0.00	20,796.87
64105RJ27	CP - DISC	Nestle Finance Intl Ltd 0.000 09/02/16	09/02/16	0.00	8,000,000.00	8,000,000.00
46640PJT1	CP - DISC	J.P.Morgan Sec 0.000 09/27/16	09/27/16	0.00	8,000,000.00	8,000,000.00
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	09/29/16	18,750.00	0.00	18,750.00
48306AK30	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16	10/03/16	0.00	9,000,000.00	9,000,000.00
89233GMP8	CP - DISC	Toyota Mtr Cr 0.000 12/23/16	12/23/16	0.00	8,000,000.00	8,000,000.00
<b>Total for 2015 CO BONDS</b>				<b>39,546.87</b>	<b>33,000,000.00</b>	<b>33,039,546.87</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>General Fund</b>						
89233GG59	CP - DISC	Toyota Mtr Cr 0.000 07/05/16	07/05/16	0.00	7,000,000.00	7,000,000.00
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	07/31/16	15,625.00	0.00	15,625.00
89233GH25	CP - DISC	Toyota Mtr Cr 0.000 08/02/16	08/02/16	0.00	4,000,000.00	4,000,000.00
3130A4D41	AGCY BULET	FHLB 0.500 08/18/16	08/18/16	20,000.00	8,000,000.00	8,020,000.00
3134G8N88	AGCY CALL	FHLMC 1.100 02/26/18	08/26/16	26,888.88	0.00	26,888.88
313378A43	AGCY BULET	FHLB 1.375 03/09/18	09/09/16	34,375.00	0.00	34,375.00
46640PJD6	CP - DISC	J.P.Morgan Sec 0.000 09/13/16	09/13/16	0.00	7,000,000.00	7,000,000.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	09/28/16	15,812.50	0.00	15,812.50
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	09/30/16	25,000.00	0.00	25,000.00
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	10/01/16	11,491.66	0.00	11,491.66
46640PKB8	CP - DISC	J.P.Morgan Sec 0.000 10/11/16	10/11/16	0.00	7,000,000.00	7,000,000.00
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	10/21/16	12,500.00	0.00	12,500.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	10/27/16	20,750.00	0.00	20,750.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	10/29/16	23,250.00	0.00	23,250.00
912828RM4	TREAS NOTE	U.S. Treasury 1.000 10/31/16	10/31/16	25,000.00	5,000,000.00	5,025,000.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	11/11/16	25,000.00	0.00	25,000.00
<b>Total for General Fund</b>				<b>255,693.04</b>	<b>38,000,000.00</b>	<b>38,255,693.04</b>
<b>Passthrough Toll Reimb</b>						
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	09/08/16	32,306.25	0.00	32,306.25
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	09/22/16	20,233.12	0.00	20,233.12
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	11/04/16	15,000.00	0.00	15,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	12/09/16	35,000.00	0.00	35,000.00
<b>Total for Passthrough Toll Reimb</b>				<b>102,539.37</b>	<b>0.00</b>	<b>102,539.37</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Road and Bridge General</b>						
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	09/02/16	0.00	3,000,000.00	3,000,000.00
89233GKU9	CP - DISC	Toyota Mtr Cr 0.000 10/28/16	10/28/16	0.00	3,000,000.00	3,000,000.00
46640PLG6	CP - DISC	J.P.Morgan Sec 0.000 11/16/16	11/16/16	0.00	5,000,000.00	5,000,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	12/09/16	15,000.00	0.00	15,000.00
<b>Total for Road and Bridge General</b>				<b>15,000.00</b>	<b>11,000,000.00</b>	<b>11,015,000.00</b>
<b>Tobacco Funds</b>						
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	09/02/16	0.00	2,000,000.00	2,000,000.00
<b>Total for Tobacco Funds</b>				<b>0.00</b>	<b>2,000,000.00</b>	<b>2,000,000.00</b>



CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			July 2016	91,621.87	15,000,000.00	15,091,621.87
			August 2016	110,090.96	20,000,000.00	20,110,090.96
			September 2016	203,132.08	63,696,680.29	63,899,812.37
			October 2016	132,366.66	33,000,000.00	33,132,366.66
			November 2016	61,875.00	14,000,000.00	14,061,875.00
			December 2016	80,800.00	12,000,000.00	12,080,800.00
<b>Total Projected Cash Flows for Williamson County</b>				<b>679,886.57</b>	<b>157,696,680.29</b>	<b>158,376,566.86</b>

**Commissioners Court - Regular Session****16.****Meeting Date:** 08/09/2016

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 a various county asset through auction including (1) Hp Laser Jet 4240 ( 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**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/02/2016

**Reviewed By**

Wendy Coco

**Date**

08/02/2016 08:16 AM

Started On: 08/01/2016 08:54 AM

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laser Jet 4240n	CNRX403162	100488	Working

**Parties involved:****FROM** (Transferor Department):

CCL3

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

Print Name

Print Name

Signature

Date Phone Number

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

Auction

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

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

JUL 27 2015

WILLIAMSON COUNTY TEXAS

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

## Forward to County Auditor's Office

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

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

**Commissioners Court - Regular Session****17.****Meeting Date:** 08/09/2016

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 acceptance and acknowledgement of disposal of county assets through loss: stolen laptop computer (see attached) pursuant to Tx. Local Gov't Code 263.152(3)

**Background**

---

**Fiscal Impact**

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

**Attachments**Asset Transfer

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/02/2016

**Reviewed By**

Wendy Coco

**Date**

08/02/2016 08:16 AM

Started On: 08/01/2016 09:06 AM

# 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

☒ Stolen

☐ 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	Latitude E6530 Laptop & Case	64LCNX1	N/A	Working

### Parties Involved:

**FROM** (Transferor Department): Justice of the Peace, Pct. #3

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

Melissa Goins

Print Name

*Melissa Goins*

Signature

**Contact Person:**

Melissa Goins

Print Name

943-1508

Date Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Stolen - To Be Retired

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

**Contact Person:**

RECEIVED

Print Name

Print Name

JUL 11 2015

Signature

Date Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

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

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

On April 14, 2016 a Part-Time Juvenile Case Manager employed by Williamson County Justice of the Peace, Pct. #3, made a report to the Round Rock Police Department regarding a stolen laptop belonging to JP#3, but assigned to case manager for office purposes. The case manager went into Five Guys Burgers & Fries on April 13, 2016 located at 3107 S. IH-35 in Round Rock about 8:30pm to pick up an order. During that timeframe, case manager believes laptop was taken from his car. However, he did not notice laptop was missing from his car until next morning.

Included is a copy of Incident Report #16-0414-0017 filed by the Round Rock Police Department.

# INCIDENT REPORT

## PUBLIC COPY

I N C I D E N T  D A T A	Agency Name <i>Round Rock Police Department</i>		INCIDENT REPORT PUBLIC COPY		Case# <i>16-0414-0017</i>					
	ORI <i>TX 2460500</i>				Date / Time Reported <i>04/14/2016 12:00 Thu</i>					
	Location of Incident <i>3107 S Ih 35, Round Rock TX 78664-</i>				Premise Type <i>Parking Lot/garage</i>		Zone/Tract <i>RRPD, D2</i>		Last Known Secure <i>04/13/2016 20:30 Wed</i>	
									At Found <i>04/13/2016 20:45 Wed</i>	
V I C T I M	#1	Crime Incident(s) (Com) <i>Burglary Of Vehicles From Motor Vehicle (except Parts) - 30.04</i>		Weapon / Tools		Activity				
	#2	Crime Incident ( )	Entry <i>Vehicle</i>		Exit	Security				
			Weapon / Tools		Activity					
	#3	Crime Incident ( )	Entry		Exit	Security				
			Weapon / Tools		Activity					
	Entry		Exit	Security						
MO <i>Means Of Entry/Unlocked, Presence Of Victim/On Premises</i>										
O T H E R  I N V O L V E D	# of Victims <i>1</i>		Type: <i>INDIVIDUAL (NOT A LE OFFICER)</i>		Injury:					
	Victim/Business Name (Last, First, Middle) <i>V1 [REDACTED]</i>		Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status	
	Home Address <i>[REDACTED]</i>		Age							
	Employer Name/Address <i>JUDGE GRAVELL PCT 3 WILCO (CASE MGR)</i>		Business Phone		Mobile Phone					
	VYR <i>2006</i>	Make <i>TOY</i>	Model <i>MATRIX</i>	Style <i>CAR</i>	Color <i>RED</i>	Lic/Lis	VIN			
	CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)									
P R O P E R T Y	Type:		Injury:							
	Code	Name (Last, First, Middle)		Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
	Home Address		Age							
	Employer Name/Address		Business Phone		Mobile Phone					
	Type:		Injury:							
	Code	Name (Last, First, Middle)		Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
Home Address		Age								
Employer Name/Address		Business Phone		Mobile Phone						
1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)										
P R O P E R T Y	VI #	Code	Status From/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number	
	1	07	7	\$400.00		1	COMPUTER (HARDWARE/SOFTWARE)	DELL		
	1	PAS	BURG	\$0.00		1	2006 RED	TOY Matrix		
Officer/ID#		<i>MYERS, S. A. (CHAR, C2) (2658)</i>				Outstanding Stolen Val [Total Stolen]: \$400.00 [\$400.00]				
Invest ID#		<i>(0)</i>				Supervisor <i>OSBORN, L. M. (BAKR, B1) (816)</i>				
Status	Complainant Signature		Case Status <i>Inactive</i>		<i>04/14/2016</i>		Case Disposition: <i>Inactive/suspended</i>		<i>04/14/2016</i>	Page 1

# INCIDENT/INVESTIGATION REPORT

Round Rock Police Department

Case # 16-0414-0017

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown						
D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity

Assisting Officers

Suspect Hate / Bias Motivated:

## NARRATIVE

On 4/14/2016 at approximately 1200 hours I was dispatched to contact a complainant via telephone in regards to the burglary of a vehicle at Five Guys Burgers and Fries located at 3107 S IH 35. A report was filed with no leads.



**Commissioners Court - Regular Session****18.****Meeting Date:** 08/09/2016

Forfeited Vehicles 08-09-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on acceptance of court awarded forfeitures of ten trailers and one boat to Williamson County.

**Background**

Ten trailers and a boat were awarded to Williamson County by JP #3. The following ten units will be auctioned at the next available auction:

1991 Hydrosports 18' boat trailer  
1977 Shoreline 15' single axle boat trailer  
1996 Texas Bragg 16' tandem axle utility trailer  
1988 Green and Green MFG 22' tandem axle boat trailer  
2004 Carry-On 5'x8' single axle utility trailer  
1992 Diamond C 20'x5' tandem axle gooseneck flatbed trailer  
1983 Casita 12' single axle camper  
1995 Texas Bragg 16' tandem axle utility trailer  
1996 Texas Bragg 16' tandem axle utility trailer  
1990 Hydrosports 18'6 boat

The following unit will be placed into service by the Sheriff's Department:  
2004 Az-Tex 14' tandem axle cargo trailer

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 11:36 AM

Started On: 08/03/2016 01:41 PM

**Commissioners Court - Regular Session****19.****Meeting Date:** 08/09/2016

Summerlyn South Section 3 - 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 Summerlyn South Section 3 subdivision - Pct 2.

**Background**

This is the next section of the Summerlyn South development. It consists of 46 single family lots and 1,577 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$623,049.90 has been posted with the County to cover the cost of the remaining construction.

---

**Fiscal Impact**

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

**Attachments**Summerlyn South Section 3 - Final Plat

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 08/03/2016

**Reviewed By**

Wendy Coco

**Date**

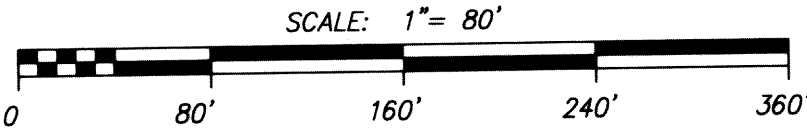
08/03/2016 08:12 AM

Started On: 08/02/2016 11:16 AM

NOTES:

- THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL DISTRICT No. 13 (WCMUD 13). WATER AND WASTEWATER SERVICE WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 13 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT. SEWER SERVICE WILL BE PROVIDED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).
- THE BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAIN A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED EACH OF THE ADJACENT HOMEOWNERS.
- RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS-OF-WAY THAN 60 PERCENT OF PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
- DRIVEWAY ACCESS TO LOT 36, BLOCK D, FROM GOLDEN BUTTERFLY DRIVE IS PROHIBITED. DRIVEWAY ACCESS TO LOTS 23, 32, 33 AND 56, BLOCK B, FROM TANAGER PASS IS PROHIBITED.

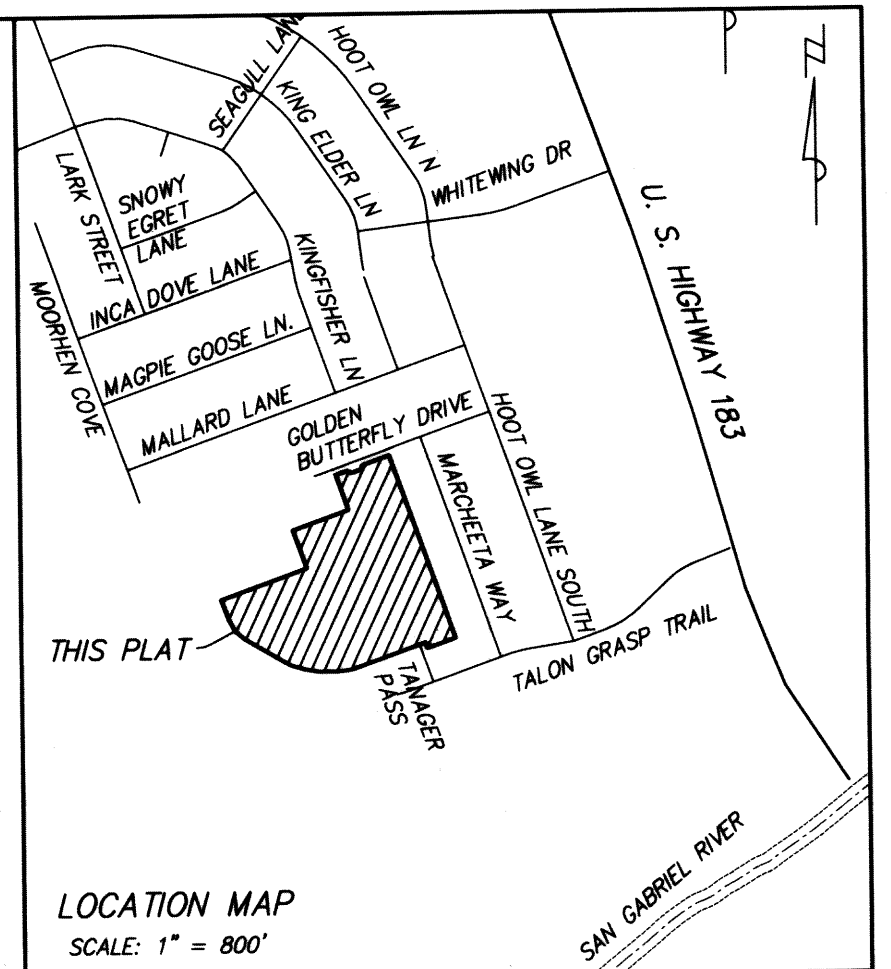
PLAT OF  
**SUMMERLYN SOUTH SECTION 3**  
WILLIAMSON COUNTY, TEXAS



STREET NAME	RIGHT OF WAY WIDTH	LENGTH	DESIGN SPEED (MPH)
TANAGER PASS	50'	770'	25
TANAGER PASS COVE	50'	168'	25
HOPEN COVE	50'	639'	25
TOTAL		1577'	

PROPERTY OWNER:  
PULTE HOMES OF TEXAS  
10801-2 MOPAC EXP. N. SUITE 400  
AUSTIN, TEXAS 78759.

SITE DATA:  
TOTAL AREA OF SITE: 10.76 ACRES  
46 SINGLE FAMILY LOTS



LEGEND:

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- ⓑ = BLOCK NAME
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

LOT 75-A, BLOCK M (DRAINAGE EASEMENT) SUMMERLYN PHASE P-1 CABINET AA, SLIDES 214-217, PRWC

APPROXIMATELY 5650.58' S54°55'29"W TO SW CORNER OF JOHN B. ROBINSON LEAGUE, ABSTRACT No. 521

POINT OF BEGINNING

LINE	LENGTH	BEARING
L1	50.00'	N70°25'57"E
L2	64.32'	N07°45'24"W
L3	24.26'	N42°15'34"W
L4	40.29'	N58°29'05"W
L5	46.95'	N58°29'05"W
L6	45.64'	N79°10'59"E
L7	54.13'	N58°29'05"W
L8	33.11'	N58°29'05"W
L9	4.83'	N19°53'05"W
L10	11.51'	N19°33'31"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	23.56	15.00	90°00'00"	S64°34'03"E	21.21
C2	23.56	15.00	90°00'00"	N25°25'57"E	21.21
C3	23.56	15.00	90°00'00"	N25°25'57"E	21.21
C4	23.56	15.00	90°00'00"	N64°34'03"W	21.21
C5	21.03	25.00	48°11'23"	N85°28'21"W	20.41
C6	241.19	50.00	276°22'46"	N19°34'03"W	66.67
C7	5.41	50.00	6°11'44"	N64°28'32"W	5.40
C8	47.96	50.00	54°57'24"	N84°56'53"E	46.14
C9	33.61	50.00	38°31'07"	N38°12'38"E	32.98
C10	33.61	50.00	38°31'07"	N00°18'29"W	32.98
C11	33.61	50.00	38°31'07"	N38°49'36"W	32.98
C12	33.61	50.00	38°31'07"	N77°20'44"W	32.98
C13	47.96	50.00	54°57'24"	N55°55'01"E	46.14
C14	5.41	50.00	6°11'44"	N25°20'27"E	5.40
C15	21.03	25.00	48°11'23"	N46°20'16"E	20.41
C16	23.56	15.00	90°00'00"	N25°25'57"E	21.21
C17	23.56	15.00	90°00'00"	N64°34'03"W	21.21
C18	241.21	275.00	50°15'19"	N84°26'23"W	233.55
C19	84.00	275.00	17°30'04"	N79°10'59"E	83.67
C20	84.00	275.00	17°30'04"	N83°18'57"W	83.67
C21	73.21	275.00	15°15'12"	N66°56'19"W	72.99
C22	285.06	325.00	50°15'19"	N84°26'23"W	276.01
C23	46.43	325.00	8°11'06"	N74°31'30"E	46.39
C24	46.43	325.00	8°11'06"	N82°42'37"E	46.39
C25	46.43	325.00	8°11'06"	N89°06'17"W	46.39

PULTE HOMES OF TEXAS, L.P.  
86.39 ACRES  
DOC. No. 2013093136 OPRWC

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C26	46.43	325.00	8°11'06"	N80°55'10"W	46.39
C27	46.43	325.00	8°11'06"	N72°44'04"W	46.39
C28	46.43	325.00	8°11'06"	N64°32'58"W	46.39
C29	6.49	325.00	1°08'41"	N59°53'04"W	6.49
C30	34.83	25.00	79°50'09"	N19°23'39"W	32.08
C31	272.10	60.00	259°50'09"	N70°36'21"E	92.04
C32	50.55	60.00	48°16'25"	N03°36'47"W	49.07
C33	85.67	60.00	81°48'31"	N68°39'15"W	78.58
C34	98.89	60.00	94°26'03"	N23°13'27"E	88.07
C35	35.29	60.00	33°42'12"	N40°50'40"W	34.79
C36	1.69	60.00	1°36'57"	N58°30'15"W	1.69

DATE: JUNE 14, 2016

**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

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN B. ROBINSON LEAGUE, ABSTRACT NO. 521 AND BEING A PART OF THAT 86.39 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS BY DEED RECORDED IN DOCUMENT NO. 2013093136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 75-A, BLOCK M, SUMMERLYN PHASE P-1, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET AA, SLIDES 214 TO 217 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N.19°53'05"W. ALONG THE EAST LINE OF SAID LOT 75-A AND A WEST LINE OF SAID 86.39 ACRE TRACT A DISTANCE OF 169.84 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 86.39 ACRE TRACT THE FOLLOWING 19 COURSES:

1. N.70°25'57"E. A DISTANCE OF 247.05 FEET TO A 1/2" IRON ROD SET;
2. N.19°34'03"W. A DISTANCE OF 155.00 FEET TO A 1/2" IRON ROD SET;
3. N.70°25'57"E. A DISTANCE OF 45.00 FEET TO A 1/2" IRON ROD SET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4. SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S.64°34'03"E., 21.21 FEET TO A 1/2" IRON ROD SET;
5. N.70°25'57"E. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
6. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N.25°25'57"E., 21.21 FEET TO A 1/2" IRON ROD SET;
7. N.70°25'57"E. A DISTANCE OF 110.00 FEET TO A 1/2" IRON ROD SET;
8. S.19°34'03"E. A DISTANCE OF 810.00 FEET TO A 1/2" IRON ROD SET;
9. S.70°25'57"W. A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET;
10. N.19°34'03"W. A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD SET;
11. S.70°25'57"W. A DISTANCE OF 324.73 FEET TO A 1/2" IRON ROD SET;
12. S.82°23'08"W. A DISTANCE OF 64.92 FEET TO A 1/2" IRON ROD SET;
13. N.89°06'17"W. A DISTANCE OF 64.94 FEET TO A 1/2" IRON ROD SET;
14. N.80°55'10"W. A DISTANCE OF 64.94 FEET TO A 1/2" IRON ROD SET;
15. N.73°38'31"W. A DISTANCE OF 65.03 FEET TO A 1/2" IRON ROD SET;
16. N.59°18'43"W. A DISTANCE OF 219.76 FEET TO A 1/2" IRON ROD SET;
17. N.49°35'37"W. A DISTANCE OF 51.64 FEET TO A 1/2" IRON ROD SET;
18. N.28°10'18"W. A DISTANCE OF 56.27 FEET TO A 1/2" IRON ROD SET;
19. N.20°15'39"W. A DISTANCE OF 85.47 FEET TO A 1/2" IRON ROD SET IN THE SOUTH LINE OF SAID LOT 75-A AND A NORTH LINE OF SAID 86.39 ACRE TRACT;

N.70°26'29"E. ALONG SAID SOUTH LINE A DISTANCE OF 378.43 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 10.76 ACRES, MORE OR LESS.

DEDICATION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH PULTE NEVADA I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, **STEPHEN ASHLOCK** VICE PRESIDENT OF LAND DEVELOPMENT, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013093136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND 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 THE ROADS, ALLEYS, RIGHTS-OF-WAY, 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 AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SUMMERLYN SOUTH SECTION 3." 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.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18<sup>th</sup> DAY OF JULY, 200 2016

PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP

BY: PULTE NEVADA I, LLC  
A DELAWARE LIMITED LIABILITY COMPANY,  
ITS GENERAL PARTNER

BY: Stephen Ashlock  
**STEPHEN ASHLOCK** VICE PRESIDENT OF LAND DEVELOPMENT  
10801-2 MOPAC EXP. N. SUITE 400  
AUSTIN, TEXAS 78759.

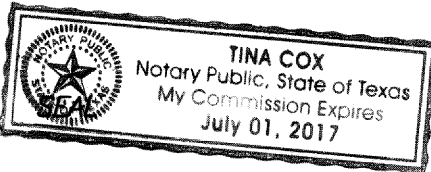
ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED **STEPHEN ASHLOCK** 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 18<sup>th</sup> DAY OF July, A. D., 200 2016

NOTARY PUBLIC SIGNATURE



SURVEYOR'S CERTIFICATION

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

John K. Weigand 6/28/2016  
DATE  
J. KENNETH WEIGAND  
R.P.L.S. NO. 5741  
STATE OF TEXAS



ENGINEER'S CERTIFICATION

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

I, 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

J. Keith Collins 6/20/16  
DATE  
J. KEITH COLLINS  
LICENSED PROFESSIONAL ENGINEER No. 80579



THE CITY OF LIBERTY HILL, TEXAS, ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES

Sally McFerson 7/21/16  
DATE  
SALLY D. McFERRON  
CITY OF LIBERTY HILL

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

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

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

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

NANCY RISTER, CLERK,  
COUNTY COURT WILLIAMSON COUNTY, TEXAS

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

STREET NAMES APPROVED

DATE: 7/1/16  
Cathy Bridges  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

**Commissioners Court - Regular Session****20.****Meeting Date:** 08/09/2016

Summerlyn South Section 5 - 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 Summerlyn South Section 5 subdivision - Pct 2.

**Background**

This is the next section of the Summerlyn South Section 5 development. It consists of 53 single family lots and 920.52 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$597,590.98 has been posted with the County to cover the cost of the remaining construction.

---

**Fiscal Impact**

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

**Attachments**Summerlyn South Section 5 - Final Plat

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 08/03/2016

**Reviewed By**

Wendy Coco

**Date**

08/03/2016 08:12 AM

Started On: 08/02/2016 11:27 AM

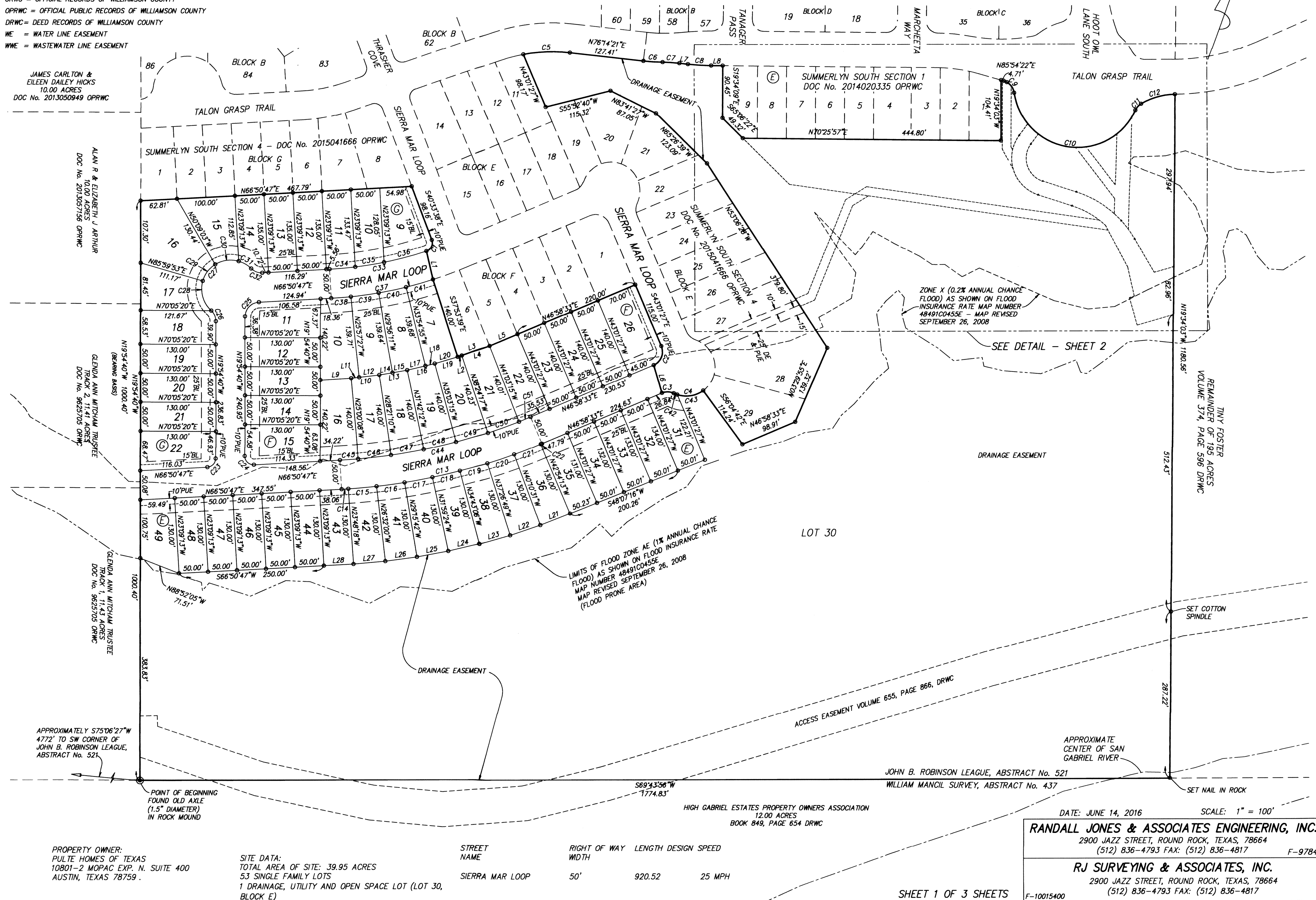


LEGEND:

- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- Ⓟ = BLOCK NAME
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY
- WE = WATER LINE EASEMENT
- WWE = WASTEWATER LINE EASEMENT

PLAT OF  
SUMMERLYN SOUTH SECTION 5

SCALE: 1"=100'



S:\LAND2201-2250\2230.dwg 6/27/2016 4:53:26 PM CDT

PROPERTY OWNER:  
PULTE HOMES OF TEXAS  
10801-2 MOPAC EXP. N. SUITE 400  
AUSTIN, TEXAS 78759

SITE DATA:  
TOTAL AREA OF SITE: 39.95 ACRES  
53 SINGLE FAMILY LOTS  
1 DRAINAGE, UTILITY AND OPEN SPACE LOT (LOT 30,  
BLOCK E)

STREET NAME	RIGHT OF WAY WIDTH	LENGTH	DESIGN SPEED
SIERRA MAR LOOP	50'	920.52	25 MPH

HIGH GABRIEL ESTATES PROPERTY OWNERS ASSOCIATION  
12.00 ACRES  
BOOK 849, PAGE 654 DRWC

JOHN B. ROBINSON LEAGUE, ABSTRACT No. 521  
WILLIAM MANCIL SURVEY, ABSTRACT No. 437

DATE: JUNE 14, 2016

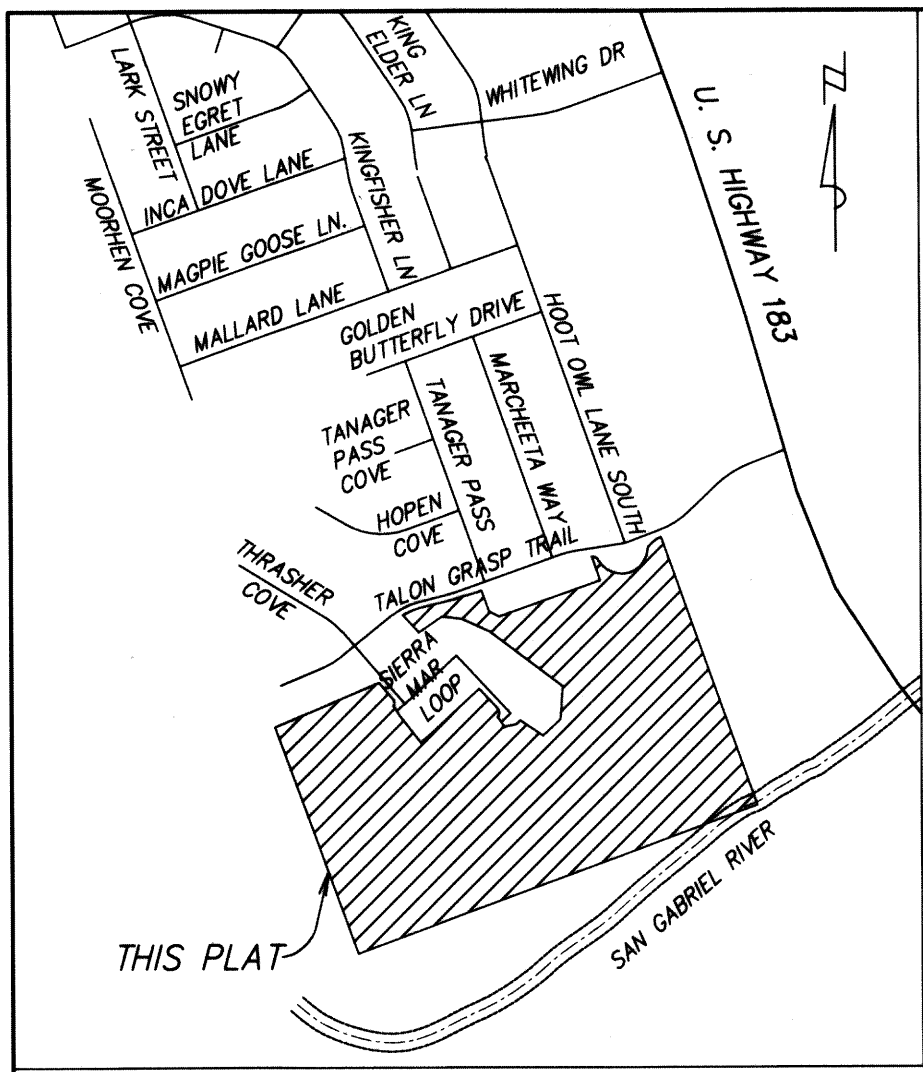
SCALE: 1" = 100'

**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

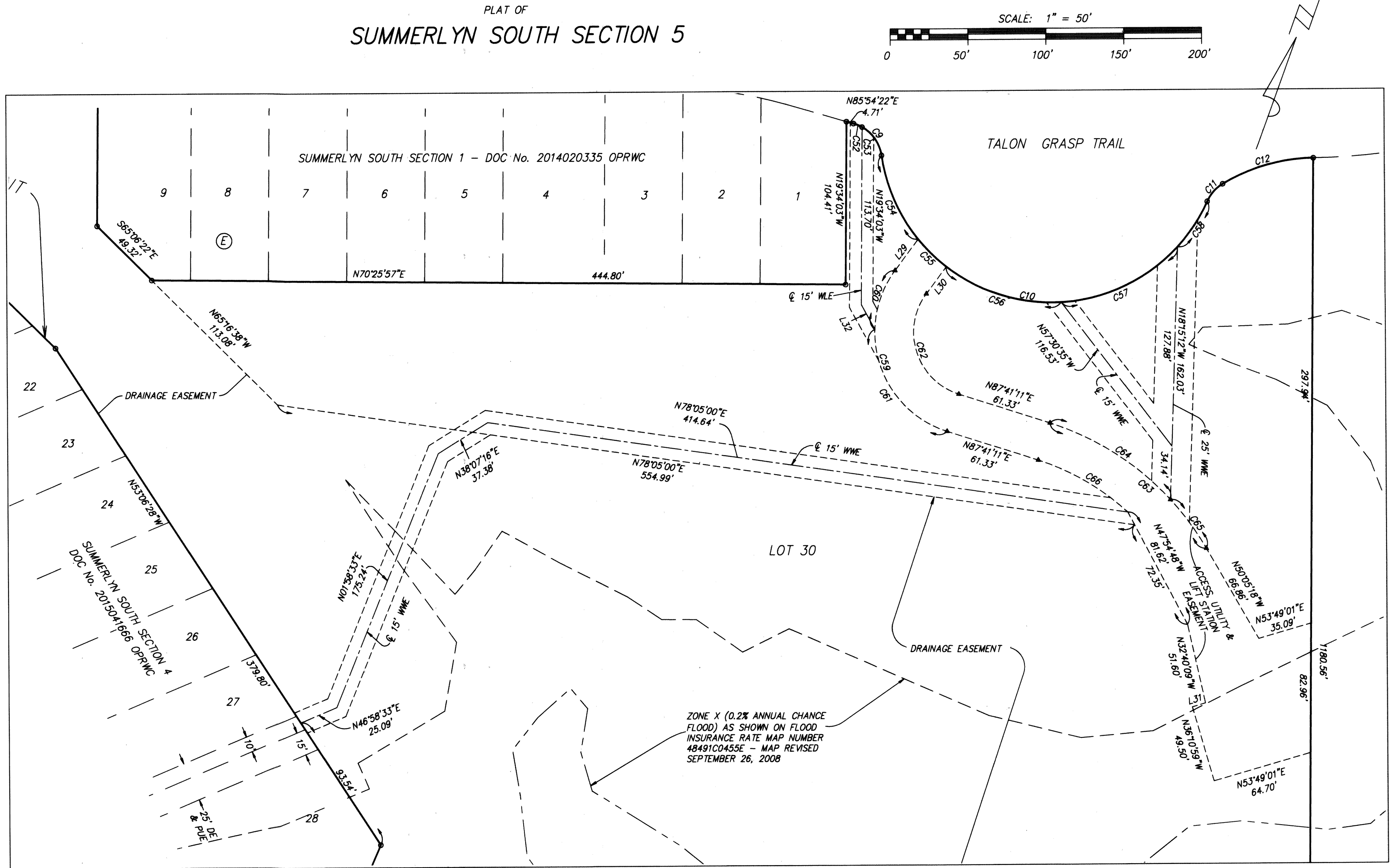
F-10015400

SHEET 1 OF 3 SHEETS



LOCATION MAP  
SCALE: 1" = 800'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	24.16	15.00	92°16'27"	S05°34'36"W	21.63
C2	39.27	25.00	90°00'00"	S01°58'33"W	35.36
C3	21.03	25.00	48°11'23"	N71°04'15"E	20.41
C4	53.45	50.00	61°14'38"	N64°32'37"E	50.94
C5	80.75	275.00	16°49'29"	N67°49'37"E	80.46
C6	32.94	325.00	5°48'24"	N73°20'09"E	32.92
C7	28.94	285.04	5°48'59"	N73°20'27"E	28.92
C8	40.07	394.71	5°48'59"	N73°20'27"E	40.05
C9	28.78	25.00	65°57'29"	N61°06'54"W	27.22
C10	283.10	110.00	147°27'28"	N78°08'06"E	211.19
C11	15.17	25.00	34°46'02"	N21°47'23"E	14.94
C12	61.35	117.19	29°59'41"	N54°10'15"E	60.65
C13	355.47	1025.00	19°52'13"	N56°54'40"E	353.70
C14	11.65	1025.00	0°39'05"	N66°31'14"E	11.65
C15	48.81	1025.00	2°43'42"	N64°49'51"E	48.80
C16	48.81	1025.00	2°43'42"	N62°06'09"E	48.80
C17	48.81	1025.00	2°43'42"	N59°22'27"E	48.80
C18	48.81	1025.00	2°43'42"	N56°38'45"E	48.80
C19	48.81	1025.00	2°43'42"	N53°55'02"E	48.80
C20	48.81	1025.00	2°43'42"	N51°11'20"E	48.80
C21	48.81	1025.00	2°43'42"	N48°27'38"E	48.80
C22	2.16	1025.00	0°07'14"	N47°02'10"E	2.16
C23	22.71	15.00	86°45'27"	N23°28'03"E	20.60
C24	24.41	15.00	93°14'33"	N66°31'57"W	21.80
C25	37.86	25.00	86°45'27"	N23°28'03"E	34.34
C26	21.03	25.00	48°11'23"	N44°00'21"W	20.41
C27	159.82	50.00	183°08'12"	N23°28'03"E	99.96
C28	55.94	50.00	64°05'56"	N36°03'05"W	53.07
C29	36.61	50.00	41°57'08"	N16°58'27"E	35.80
C30	42.17	50.00	48°19'07"	N62°06'35"E	40.93
C31	25.10	50.00	28°46'02"	N79°20'51"W	24.84
C32	21.03	25.00	48°11'23"	N89°03'32"W	20.41
C33	170.35	645.00	15°07'57"	N59°16'48"E	169.86
C34	44.47	645.00	3°57'02"	N64°52'16"E	44.46
C35	50.31	645.00	4°28'07"	N60°39'42"E	50.29
C36	75.58	645.00	6°42'49"	N55°04'14"E	75.53
C37	178.80	695.00	14°44'25"	N59°28'34"E	178.31
C38	34.01	695.00	2°48'14"	N65°26'40"E	34.01
C39	48.26	695.00	3°58'44"	N62°03'11"E	48.25
C40	48.26	695.00	3°58'44"	N58°04'27"E	48.25
C41	48.26	695.00	3°58'44"	N54°05'43"E	48.25
C42	6.35	50.00	7°16'52"	S88°28'30"E	6.35
C43	47.09	50.00	53°57'46"	S60°54'11"W	45.37
C44	338.13	975.00	19°52'13"	N56°54'40"E	336.44
C45	31.46	975.00	1°50'55"	N65°55'19"E	31.46
C46	57.02	975.00	3°21'02"	N63°19'21"E	57.01
C47	57.02	975.00	3°21'02"	N59°58'19"E	57.01
C48	57.02	975.00	3°21'02"	N56°37'16"E	57.01
C49	57.02	975.00	3°21'02"	N53°16'14"E	57.01
C50	57.02	975.00	3°21'02"	N49°55'12"E	57.01



CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C51	21.59	975.00	1°16'07"	N47°36'37"E	21.59
C52	5.92	25.00	13°33'55"	N87°18'40"W	5.91
C53	22.86	25.00	52°23'33"	N54°19'56"W	22.07
C54	59.22	110.00	30°50'38"	N43°33'29"W	58.50
C55	25.29	110.00	13°10'22"	N65°33'58"W	25.23
C56	78.80	110.00	41°02'39"	N87°19'32"E	77.12
C57	84.89	110.00	44°12'52"	N44°41'46"E	82.80
C58	34.91	110.00	18°10'58"	N13°29'51"E	34.76
C59	126.44	66.50	108°56'16"	N37°50'41"W	108.24
C60	40.52	66.50	34°54'42"	N00°49'54"W	39.90
C61	85.92	66.50	74°01'34"	N55°18'02"W	80.07
C62	78.90	41.50	108°56'16"	N37°50'41"W	67.55
C63	131.55	178.50	42°13'31"	N71°12'04"W	128.59
C64	92.69	178.50	29°45'13"	N77°26'13"W	91.66
C65	38.85	178.50	12°28'18"	N56°19'27"W	38.78
C66	66.91	153.50	24°58'34"	N79°49'32"W	66.38

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.21'	S32°50'57"E
L2	7.44'	N50°06'59"E
L3	57.97'	N50°06'59"E
L4	50.53'	N50°06'59"E
L5	52.31'	N47°09'38"E
L6	50.35'	N36°17'33"W
L7	14.81'	N76°14'56"E
L8	20.03'	N70°25'57"E
L9	53.23'	N66°22'43"E
L10	48.82'	N63°19'21"E
L11	13.92'	N63°19'21"E
L12	34.90'	N63°19'21"E
L13	48.82'	N59°58'19"E
L14	23.07'	N59°58'19"E
L15	25.75'	N59°58'19"E
L16	48.82'	N56°37'16"E

LINE	LENGTH	BEARING
L17	32.23'	N56°37'16"E
L18	16.60'	N56°37'16"E
L19	41.38'	N53°31'33"E
L20	41.38'	N53°31'33"E
L21	54.99'	N48°27'38"E
L22	54.99'	N51°11'20"E
L23	54.99'	N53°55'02"E
L24	54.99'	N56°38'45"E
L25	54.99'	N59°22'27"E
L26	54.99'	N62°06'09"E
L27	54.99'	N64°49'51"E
L28	51.19'	N66°45'46"E
L29	24.95'	N16°37'27"E
L30	21.52'	N16°37'27"E
L31	8.79'	N53°49'01"E
L32	18.10'	N48°45'05"W

NOTES:

- THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL DISTRICT No. 13 (WCMUD 13). WATER AND WASTEWATER SERVICE WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 13 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT. SEWER SERVICE WILL BE PROVIDED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).
- THE BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- 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.
- ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED EACH OF THE ADJACENT HOMEOWNERS.
- RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS-OF-WAY THAN 60 PERCENT OF PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
- NO SINGLE FAMILY USE IS ALLOWED ON LOT 30, BLOCK E.

DATE: JUNE 14, 2016

SCALE: 1" = 50'

**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



PLAT OF  
SUMMERLYN SOUTH SECTION 5

THAT PART OF THE JOHN B. ROBINSON LEAGUE, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A BEING A PART OF THAT 86.39-ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS BY DEED RECORDED IN DOCUMENT NO. 2013093136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 4.00-ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS BY DEED RECORDED IN DOCUMENT NO. 2013093086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 1/2" DIAMETER STEEL AXLE FOUND IN A ROCK MOUND IN THE SOUTH LINE OF THE SAID JOHN B. ROBINSON LEAGUE, ABSTRACT NO. 521 AT THE SOUTHWEST CORNER OF SAID 86.39-ACRE TRACT, THE SAME BEING THE SOUTHEAST CORNER OF THAT 11.43-ACRE TRACT, (TRACT 1) OF LAND CONVEYED TO GLENDA ANN MITCHAM BY DEED RECORDED IN DOCUMENT NO. 9625705 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N.19°54'40"W. (BEARING BASIS) ALONG THE WEST LINE OF SAID 86.39-ACRE TRACT AND THE EAST LINE OF SAID 11.43-ACRE, (AT 505.08 FEET PASS A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF THE SAID 11.43-ACRE TRACT AND THE SOUTHWEST CORNER OF THAT 11.41-ACRE TRACT (TRACT 2) OF LAND DESCRIBED IN SAID DOCUMENT NO. 9625705, AT 822.60 FEET PASS A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 11.41-ACRE TRACT AND THE SOUTHEAST CORNER OF THAT 10.00-ACRE TRACT OF LAND CONVEYED TO ALAN R. AND ELIZABETH J. ARTHUR BY DEED RECORDED IN DOCUMENT NO. 2013057156 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS) IN ALL A DISTANCE OF 1000.4 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 1, BLOCK G, SUMMERLYN SOUTH SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015041666, WILLIAMSON COUNTY DEED RECORDS;

THENCE WITH A SOUTHWEST LINE OF SAID SUMMERLYN SOUTH, SECTION 4 AND ACROSS SAID 86.39 ACRE TRACT THE FOLLOWING TWO COURSES:

1. N.66°50'47"E. A DISTANCE OF 467.79 FEET TO A 1/2" IRON ROD SET;
2. S.40°33'38"E. (AT 55.72 FEET PASS THE NORTH LINE OF SAID 4.00-ACRE TRACT) IN ALL A DISTANCE OF 98.16 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE CONTINUING WITH THE SOUTHWEST LINE OF SAID SUMMERLYN SOUTH SECTION 4 AND ACROSS SAID 4.00-ACRE TRACT THE FOLLOWING SEVEN COURSES:

1. SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 24.16 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°16'27", AND A CHORD BEARING S.05°34'36"W., 21.63 FEET TO A 1/2" IRON ROD SET;
2. S.32°50'57"E. A DISTANCE OF 50.21 FEET TO A 1/2" IRON ROD SET;
3. S.37°53'39"E. A DISTANCE OF 140.00 FEET TO A 1/2" IRON ROD SET;
4. N.50°06'59"E. A DISTANCE OF 57.97 FEET TO A 1/2" IRON ROD SET;
5. N.47°09'38"E. A DISTANCE OF 52.31 FEET TO A 1/2" IRON ROD SET;
6. N.46°58'33"E. A DISTANCE OF 220.00 FEET TO A 1/2" IRON ROD SET;
7. S.43°01'27"E. (AT 72.62 FEET PASS THE SOUTH LINE OF SAID 4.00-ACRE TRACT AND CONTINUING ACROSS SAID 86.39-ACRE TRACT) IN ALL A DISTANCE OF 115.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE CONTINUING WITH THE SOUTHWEST LINE OF SUMMERLYN SOUTH SECTION 4 AND CONTINUING ACROSS SAID 86.39-ACRE TRACT THE FOLLOWING 5 COURSES:

1. SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 39.27 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S.01°58'33"W., 35.36 FEET TO A 1/2" IRON ROD SET;
2. S.36°17'33"E. A DISTANCE OF 50.35 FEET TO A 1/2" IRON ROD SET AT A POINT OF A NON-TANGENT CURVE TO THE RIGHT
3. EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23" AND A CHORD BEARING N.71°04'15"E., 20.41 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
4. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.45 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 61°14'38", AND A CHORD BEARING N.64°32'37"E., 50.94 FEET TO A 1/2" IRON ROD SET;
5. S.56°04'42"E. A DISTANCE OF 114.24 FEET TO A 1/2" IRON ROD SET AT THE SOUTHERLY CORNER OF LOT 29, BLOCK E OF SUMMERLYN SOUTH SECTION 4;

THENCE WITH THE SOUTHEAST AND NORTHEAST LINE OF SUMMERLYN SOUTH SECTION 4 AND CONTINUING ACROSS SAID 86.39-ACRE TRACT THE FOLLOWING SEVEN COURSES:

1. N.46°58'33"E., A DISTANCE OF 98.91 FEET TO A 1/2" IRON ROD SET;
2. N.03°29'55"E. A DISTANCE OF 139.32 FEET TO A 1/2" IRON ROD SET;
3. N.53°06'28"W. A DISTANCE OF 379.80 FEET TO A 1/2" IRON ROD SET;
4. N.65°26'39"W. A DISTANCE OF 123.09 FEET TO A 1/2" IRON ROD SET;
5. N.83°41'27"W. A DISTANCE OF 87.05 FEET TO A 1/2" IRON ROD SET;
6. S.55°52'40"W. A DISTANCE OF 115.32 FEET TO A 1/2" IRON ROD SET;
- N.43°01'27"W. A DISTANCE OF 98.17 FEET TO A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 11, BLOCK E, OF SUMMERLYN SOUTH SECTION 4, ON THE SOUTH LINE OF TALON GRASP TRAIL,

THENCE WITH THE SOUTH LINE OF TALON GRASP TRAIL AND CONTINUING ACROSS SAID 86.39-ACRE TRACT THE FOLLOWING TWO COURSES:

1. EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.75 FEET SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16°49'29" AND A CHORD BEARING N.67°49'37"E., 80.46 FEET TO A 1/2" IRON ROD SET;
2. N.76°14'21"E. A DISTANCE OF 127.41 FEET TO A 1/2" IRON ROD SET AT AN EASTERLY CORNER OF SUMMERLYN SOUTH SECTION 4, SAME BEING A WESTERLY CORNER OF SUMMERLYN SOUTH SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014020335, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE WITH THE SOUTH LINE OF TALON GRASP TRAIL AS SHOWN ON THE PLAT OF SUMMERLYN SOUTH SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014020335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONTINUING ACROSS SAID 86.39-ACRE TRACT THE FOLLOWING FIVE COURSES:

1. EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 32.94 FEET, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 05°48'24", AND A CHORD BEARING N.73°20'09"E., 32.92 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
2. EASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.94 FEET, SAID CURVE HAVING A RADIUS OF 285.04 FEET, A CENTRAL ANGLE OF 05°48'59", AND A CHORD BEARING N.73°20'27"E., 28.92 FEET TO A 1/2" IRON ROD SET;
3. N.76°14'56"E. A DISTANCE OF 14.81 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
4. EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 40.07 FEET, SAID CURVE HAVING A RADIUS OF 394.71 FEET, A CENTRAL ANGLE OF 05°48'59", AND A CHORD BEARING N.73°20'27"E., 40.05 FEET TO A 1/2" IRON ROD SET;
5. N.70°25'57"E. A DISTANCE OF 20.03 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LOT 9, BLOCK E, OF SUMMERLYN SOUTH SECTION 1;

THENCE WITH THE SOUTH LINE OF SUMMERLYN SOUTH SECTION 1 AND ACROSS SAID 86.39-ACRE TRACT THE FOLLOWING FOUR COURSES:

1. S.19°34'09"E. A DISTANCE OF 90.45 FEET TO A 1/2" IRON ROD SET;
2. S.65°06'22"E. A DISTANCE OF 49.32 FEET TO A 1/2" IRON ROD SET;
3. N.70°25'57"E. A DISTANCE OF 444.80 FEET TO A 1/2" IRON ROD SET;
4. N.19°34'03"W. A DISTANCE OF 104.41 FEET TO A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 1, BLOCK E OF SUMMERLYN SOUTH SECTION 1 ON THE LINE OF TALON GRASP TRAIL;

THENCE WITH SOUTH LINE OF SUMMERLYN SOUTH SECTION 1, SAME BEING THE SOUTH LINE OF SAID TALON GRASP TRAIL AND CONTINUING ACROSS SAID 86.39-ACRE TRACT THE FOLLOWING FIVE COURSES:

1. N.85°54'22"E. A DISTANCE OF 4.71 FEET TO A 1/2" IRON ROD SET AT POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 28.78 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65°57'29", AND A CHORD BEARING S.61°06'54"E., 27.22 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
3. EASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.10 FEET, SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 147°27'28", AND A CHORD BEARING N.78°08'07"E., 211.19 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
4. THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.17 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°46'02", AND A CHORD BEARING N.21°47'24"E., 14.94 FEET TO A 1/2" IRON ROD SET AT A POINT OF COMPOUND CURVE OF A CURVE TO THE RIGHT;
5. THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.35 FEET, SAID CURVE HAVING A RADIUS OF 117.19 FEET, A CENTRAL ANGLE OF 29°59'41", AND A CHORD BEARING N.54°10'16"E., 60.85 FEET TO A 1/2" IRON ROD SET ON THE SOUTH LINE OF SAID SUMMERLYN SOUTH SECTION 1, SAME BEING THE SOUTH LINE OF SAID TALON GRASP TRAIL AND ON THE EAST LINE OF SAID 86.39-ACRE TRACT, SAME BEING THE WEST LINE OF A 195-ACRE TRACT CONVEYED TO TINY FOSTER, BOOK 374, PAGE 896, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S.19°34'03"E. WITH THE EAST LINE OF SAID 86.39-ACRE TRACT, (AT 893.34 FEET PASS COTTON SPINDLE SET) A DISTANCE OF 1,180.56 FEET TO A NAIL SET IN ROCK AT THE SOUTHEAST CORNER OF SAID 83.39-ACRE TRACT;

THENCE S.69°43'56"W. WITH THE SOUTH LINE OF SAID 86.39-ACRE TRACT A DISTANCE OF 1774.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.95 ACRES, MORE OR LESS.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH PULTE NEVADA I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, STEPHEN ASHLOCK VICE PRESIDENT OF LAND DEVELOPMENT, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013093136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SOLE OWNER OF THE CERTAIN TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013093086 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND 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 THE ROADS, ALLEYS, RIGHTS-OF-WAY, 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 AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SUMMERLYN SOUTH SECTION 5" AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18<sup>TH</sup> DAY OF JULY 2006

PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP

BY: PULTE NEVADA I, LLC  
A DELAWARE LIMITED LIABILITY COMPANY,  
ITS GENERAL PARTNER

BY: Stephen Ashlock  
STEPHEN ASHLOCK VICE PRESIDENT OF LAND DEVELOPMENT  
10801-2 MOPAC EXP. N. SUITE 400  
AUSTIN, TEXAS 78759

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK 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 18<sup>TH</sup> DAY OF July, A. D., 2006

NOTARY PUBLIC SIGNATURE

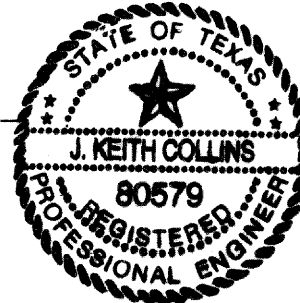


ENGINEER'S CERTIFICATION

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0455E 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

J. Keith Collins 6/20/16  
J. KEITH COLLINS DATE  
LICENSED PROFESSIONAL ENGINEER No. 80579



STREET NAMES APPROVED

DATE: 7/14/16  
Cathy Bridges  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

THE CITY OF LIBERTY HILL, TEXAS, ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES

Sally McFerson  
SALLY McFERN  
CITY OF LIBERTY HILL

7/21/16  
DATE

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

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

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

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

NANCY RISTER, CLERK,  
COUNTY COURT WILLIAMSON COUNTY, TEXAS

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

DATE: JUNE 14, 2016

**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-10014500



**Commissioners Court - Regular Session****21.****Meeting Date:** 08/09/2016

Santa Rita Ranch South Section 15, Lots 44 &amp; 66, Block II - Amended 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 amended plat for the Santa Rita Ranch South Section 15, Lots 44 & 66, Block II subdivision - Pct 2.

**Background**

This is an amended plat of two single-family lots within of the Santa Rita Ranch South Section 15 subdivision. It consists of no new public roads.

---

**Fiscal Impact**

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

**Attachments**

Santa Rita Ranch South Section 15, Lots 44 & 66, Block II - Amended Plat

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 08/03/2016

**Reviewed By**

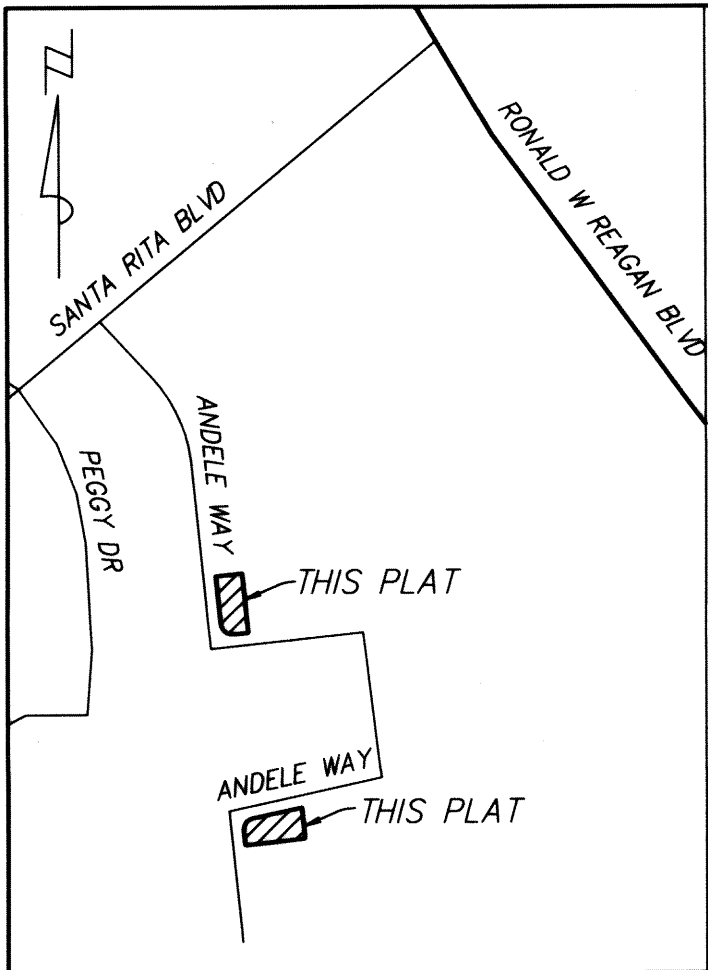
Wendy Coco

**Date**

08/03/2016 08:12 AM

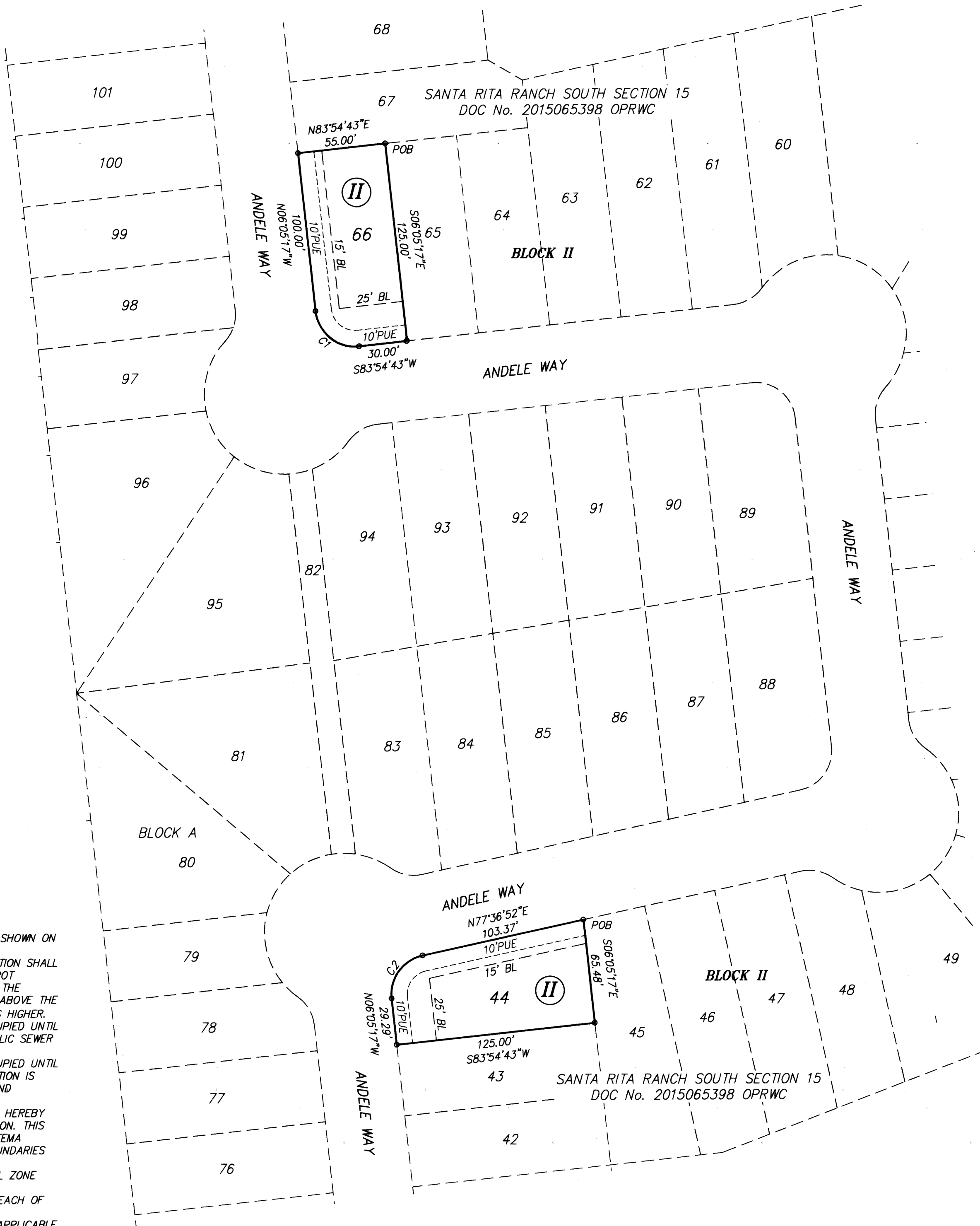
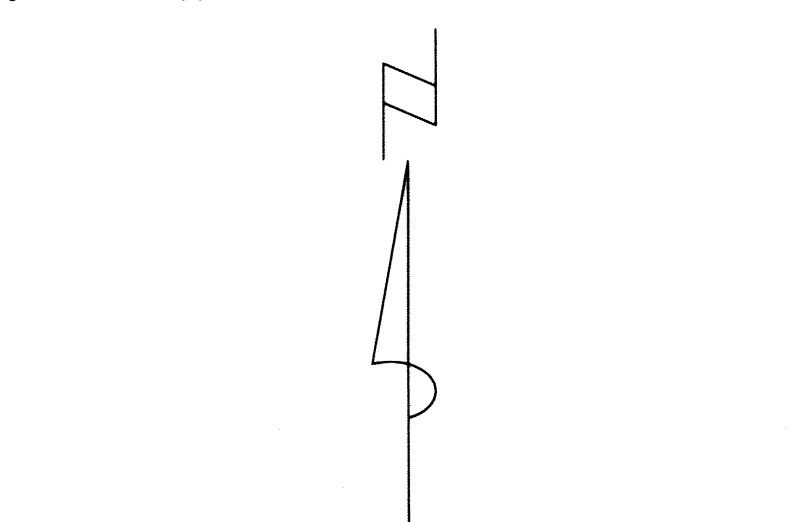
Started On: 08/02/2016 11:35 AM

AMENDED PLAT OF LOTS 44 & 66, BLOCK II, SANTA RITA RANCH SOUTH SECTION 15



LOCATION MAP  
SCALE: 1" = 400'

SCALE: 1" = 50'



NOTES:

1. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
2. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS WITHIN FIVE OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. 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.
6. BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83.
7. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. THIS PLAT AMENDMENT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF SANTA RITA RANCH SOUTH SECTION 15, AS RECORDED IN DOCUMENT 2015065398 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

LEGEND:

- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- II = BLOCK NAME
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- POB = POINT OF BEGINNING

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C1	39.27	25.00	90°00'00"	N51°05'17"W	35.36	25.00
C2	36.52	25.00	83°42'09"	N35°45'48"E	33.36	22.39

SITE DATA:

TOTAL AREA: 0.321 ACRE  
2 SINGLE FAMILY LOTS

PROPERTY OWNER:

PULTE HOMES OF TEXAS, L.P.  
9401 AMBERGLEN BLVD. SUITE 150  
AUSTIN, TEXAS 78729

DATE: MAR. 17, 2016

**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

AMENDED PLAT OF LOTS 44 & 66, BLOCK II, SANTA RITA RANCH SOUTH SECTION 15

DESCRIPTION:

THAT PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT No. 590, IN WILLIAMSON COUNTY, TEXAS, BEING ALL LOT 66, BLOCK II, SANTA RITA RANCH SOUTH SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT No. 2015065398 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF SAID LOT 66 AND THE NORTHWEST CORNER OF LOT 65;

THENCE S.06°05'17"E. ALONG THE EAST LINE OF LOT 66 AND THE WEST LINE OF LOT 65 A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 66 IN THE NORTH LINE OF ANDELE WAY;

THENCE ALONG THE SOUTH AND WEST LINES OF LOT 66 AND THE NORTH AND EAST LINES OF ANDELE WAY THE FOLLOWING THREE COURSES:

1. S.83°54'43"W. A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 39.27 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N.51°05'17"W., 35.36 FEET TO A 1/2" IRON ROD SET;
3. N.06°05'17"W. A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LOT 66;

THENCE N.83°54'43"E. ALONG THE NORTH LINE OF LOT 66 AND THE SOUTH LINE OF LOT 67 A DISTANCE OF 55.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 0.155 ACRE, MORE OR LESS.

AND

THAT PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT No. 590, IN WILLIAMSON COUNTY, TEXAS, BEING ALL LOT 44, BLOCK II, SANTA RITA RANCH SOUTH SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT No. 2015065398 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF SAID LOT 44 AND THE NORTHWEST CORNER OF LOT 45;

THENCE S.06°05'17"E. ALONG THE EAST LINE OF LOT 44 AND THE WEST LINE OF LOT 65 A DISTANCE OF 65.48 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 44;

THENCE S.83°54'43"W. ALONG THE SOUTH LINE OF LOT 44 AND THE NORTH LINE OF LOT 43 A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 44 IN THE EAST LINE OF ANDELE WAY;

THENCE ALONG THE NORTH AND WEST LINES OF LOT 44 AND THE EAST AND SOUTH LINES OF ANDELE WAY THE FOLLOWING THREE COURSES:

1. N.06°05'17"W. A DISTANCE OF 29.29 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 36.52 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°42'09", AND A CHORD BEARING N.35°45'48"E., 33.36 FEET TO A 1/2" IRON ROD SET;
3. N.77°36'52"E. A DISTANCE OF 103.37 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 0.166 ACRE, MORE OR LESS.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT PULTE HOMES OF TEXAS, L.P., OWNER OF LOTS 44 AND 66, BLOCK II, BEING A PART OF THAT 14.366 ACRE TRACT OF LAND CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2015020466 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY AMEND SAID LOTS AND DO HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "AMENDED PLAT OF LOTS 44 & 66, BLOCK II, SANTA RITA RANCH SOUTH SECTION 15", 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. 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.

THIS 22<sup>nd</sup> DAY OF April 2016.

PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP

BY: Stephen Ashlock  
STEPHEN ASHLOCK, DIRECTOR OF LAND DEVELOPMENT, CENTRAL TEXAS  
9401 AMBERGLEN BLVD. SUITE 150  
AUSTIN, TEXAS 78729

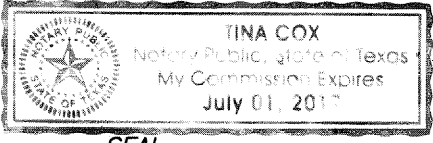
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK, 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 25<sup>th</sup> DAY OF April, A.D., 2016.

NOTARY PUBLIC SIGNATURE



SEAL

THE CITY OF LIBERTY HILL, TEXAS, ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES

Sally M. McFarren  
SALLY M. MCFARREN  
CITY OF LIBERTY HILL

5.4.16  
DATE

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 OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

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

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 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.

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 ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
WILLIAMSON COUNTY, TEXAS

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

DATE: MAR. 17, 2016

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

SURVEYOR'S CERTIFICATION

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

J. Kenneth Weigand Apr. 14, 2016  
J. KENNETH WEIGAND  
R.P.L.S. NO. 6518  
STATE OF TEXAS



ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL 48491C0275E 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 LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

J. Keith Collins 4/15/16  
J. KEITH COLLINS  
LICENSED PROFESSIONAL ENGINEER NO. 80579



STREET NAMES APPROVED

DATE: 4/20/16

Jenna Bak  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

**Commissioners Court - Regular Session****22.****Meeting Date:** 08/09/2016

The Ridge at Cross Creek Phase 1 - 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 Ridge at Cross Creek Phase 1 subdivision - Pct 3.

**Background**

This subdivision consists of 51 single family lots and 5,345 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$17,825 has been posted with the County to cover the cost of the remaining construction.

---

**Fiscal Impact**

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

**Attachments**

The Ridge at Cross Creek Phase 1 - Final Plat

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 08/03/2016

**Reviewed By**

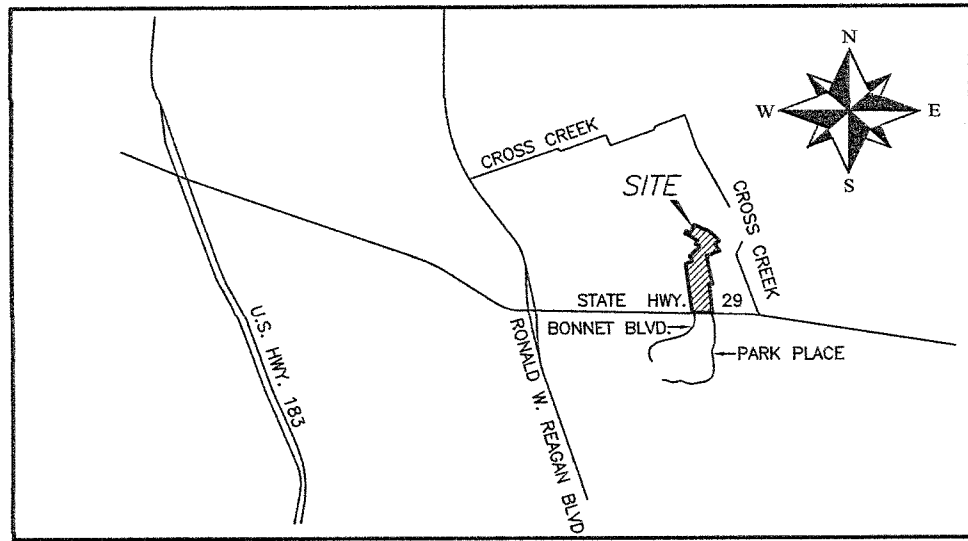
Wendy Coco

**Date**

08/03/2016 04:52 PM

Started On: 08/03/2016 02:04 PM

# FINAL PLAT OF THE RIDGE AT CROSS CREEK PHASE 1



LOCATION MAP  
(NOT TO SCALE)

DATE: \_\_\_\_\_

OWNER:  
RAS LEVEL 2 HOLDINGS, LP  
PO BOX 519  
LIBERTY HILL, TX 78642  
512-299-6617 FAX: \_\_\_\_\_  
luke@clearrockllc.com

SURVEYOR:  
G&R SURVEYING, LLC  
1805 OUIDA DRIVE  
AUSTIN, TX 78728  
512-267-7430 FAX: 512-836-8385  
pmclaughlin@grsurveying.com

ENGINEER:  
JAY ENGINEERING COMPANY, INC.  
P.O. BOX 1220  
LEANDER, TX 78646  
512-259-3882 FAX: 512-259-8016  
skiger@jaeco.net

## LEGEND:

- = 1/2" IRON ROD FOUND (UNLESS NOTED)
- = IRON ROD WITH G&R CAP SET
- = TYPE 1 TX DOT MONUMENT FOUND
- ⊙ = IRON PIPE FOUND
- △ = CALCULATED POINT
- Ⓐ = BLOCK NAME
- PUE = PUBLIC UTILITY EASEMENT
- B.L. = BUILDING LINE
- S.E. = SANITARY EASEMENT

## METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 72.928 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, BEING A PORTION OF A 133.366 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RAS LEVEL 2 HOLDINGS, LP IN DOCUMENT NUMBER 2014041528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 72.928 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH G&R CAP SET IN THE NORTHERLY LINE OF STATE HIGHWAY NO. 29 (R.O.W. VARIES) AT THE COMMON SOUTHERLY CORNER OF SAID 133.366 ACRE TRACT AND A 4.56 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO ADRIENNE M. LAKE AND BRETT BOYDSTON IN DOCUMENT NO. 2004030486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEASTERLY CORNER OF SAID 133.366 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON PIPE FOUND BEARS S05°25'47" E, A DISTANCE OF 0.26 FEET;

THENCE N89°50'53"W, WITH THE NORTHERLY LINE OF SAID STATE HIGHWAY NO. 29, BEING THE SOUTHERLY LINE OF SAID 133.366 ACRE TRACT, PASSING AT A DISTANCE OF 396.44 FEET, A TX DOT CONCRETE MONUMENT FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 846.08 FEET TO AN IRON ROD WITH G&R CAP SET FOR THE COMMON SOUTHERLY CORNER OF SAID 133.366 ACRE TRACT AND A 20.02 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO DARLENE S. COX REVOCABLE LIVING TRUST IN DOCUMENT NO. 2007058792 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS S07°18'07"E, A DISTANCE OF 0.47 FEET;

THENCE N07°18'07"W, WITH THE WESTERLY LINE OF SAID 133.366 ACRE TRACT AND THE EASTERLY LINE OF SAID 20.02 ACRE TRACT, PASSING AT A DISTANCE OF 1252.73 FEET, A 3/8" IRON ROD FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 2080.88 FEET TO A 1/2" IRON ROD FOUND AT THE COMMON CORNER OF SAID 133.366 ACRE TRACT, SAID 20.02 ACRE TRACT AND A 30.66 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO NANCY N. BLOM, IN VOLUME 608, PAGE 661 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN EXTERIOR EL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N68°29'06"E, WITH THE SOUTHERLY LINE OF SAID 30.66 ACRE TRACT, BEING A POSSIBLE GAP OR HIATUS WITH SAID 133.366 ACRE TRACT, A DISTANCE OF 286.98 FEET TO A 1/2" IRON ROD FOUND AND ACCEPTED AS THE MOST EASTERLY CORNER OF SAID 30.66 ACRE TRACT, FOR AN INTERIOR EL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°12'08"W, WITH THE WESTERLY LINE OF SAID 133.366 ACRE TRACT AND THE EASTERLY LINE OF SAID 30.66 ACRE TRACT, A DISTANCE OF 225.28 FEET TO AN IRON ROD WITH G&R CAP SET, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING THE WESTERLY LINE OF SAID 133.366 ACRE TRACT AND THE EASTERLY LINE OF SAID 30.66 ACRE TRACT, AND CONTINUING OVER AND ACROSS SAID 133.366 ACRE TRACT, THE FOLLOWING TWENTY-TWO (22) COURSES:

1. N43°41'27"E, A DISTANCE OF 149.30 FEET TO AN IRON ROD WITH G&R CAP SET;
2. N45°54'33"E, A DISTANCE OF 445.44 FEET TO AN IRON ROD WITH G&R CAP SET;
3. N66°20'23"W, A DISTANCE OF 193.35 FEET TO AN IRON ROD WITH G&R CAP SET;
4. N29°54'28"E, A DISTANCE OF 183.09 FEET TO AN IRON ROD WITH G&R CAP SET;
5. N63°10'22"W, A DISTANCE OF 238.83 FEET TO AN IRON ROD WITH G&R CAP SET;
6. N63°43'42"W, A DISTANCE OF 60.00 FEET TO AN IRON ROD WITH G&R CAP SET;
7. N26°16'18"E, A DISTANCE OF 36.91 FEET TO AN IRON ROD WITH G&R CAP SET;
8. N67°09'02"W, A DISTANCE OF 298.79 FEET TO AN IRON ROD WITH G&R CAP SET;
9. N16°12'00"E, A DISTANCE OF 119.01 FEET TO AN IRON ROD WITH G&R CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
10. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 665.00 FEET, AN ARC LENGTH OF 199.23 FEET AND A CHORD WHICH BEARS S75°42'00"E, A DISTANCE OF 198.48 FEET TO AN IRON ROD WITH G&R CAP SET AT THE END OF SAID CURVE;
11. N22°52'57"E, A DISTANCE OF 70.00 FEET TO AN IRON ROD WITH G&R CAP SET;
12. N24°27'18"E, A DISTANCE OF 299.45 FEET TO AN IRON ROD WITH G&R CAP SET;
13. S63°29'51"E, A DISTANCE OF 303.08 FEET TO AN IRON ROD WITH G&R CAP SET;
14. S64°59'21"E, A DISTANCE OF 150.69 FEET TO AN IRON ROD WITH G&R CAP SET;
15. S70°30'28"E, A DISTANCE OF 185.35 FEET TO AN IRON ROD WITH G&R CAP SET;
16. S52°37'41"E, A DISTANCE OF 128.95 FEET TO AN IRON ROD WITH G&R CAP SET;
17. S46°41'51"E, A DISTANCE OF 326.82 FEET TO AN IRON ROD WITH G&R CAP SET;
18. S47°26'35"E, A DISTANCE OF 180.03 FEET TO AN IRON ROD WITH G&R CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
19. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 118.39 FEET AND A CHORD WHICH BEARS S53°20'35"W, A DISTANCE OF 117.45 FEET TO AN IRON ROD WITH G&R CAP SET AT THE END OF SAID CURVE;
20. S65°54'19"W, A DISTANCE OF 111.45 FEET TO AN IRON ROD WITH G&R CAP SET;
21. S24°05'41"E, A DISTANCE OF 60.00 FEET TO AN IRON ROD WITH G&R CAP SET;
22. S34°20'45"E, A DISTANCE OF 318.91 FEET TO AN IRON ROD WITH G&R CAP SET IN THE COMMON LINE OF SAID 133.366 ACRE TRACT AND A 22.66 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO MRS. SAM GOLDENBERG IN VOLUME 1705, PAGE 793 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

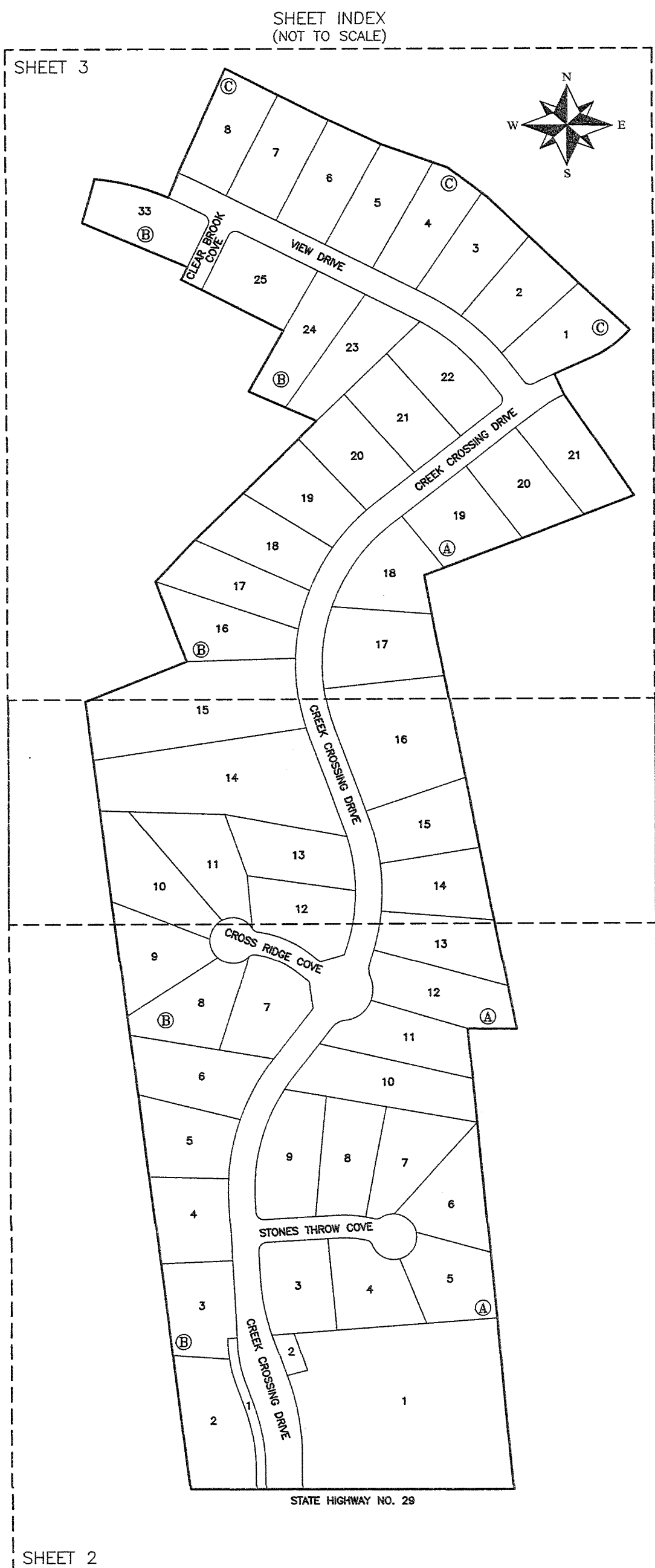
THENCE S69°02'18"W, WITH THE COMMON LINE OF SAID 133.366 ACRE TRACT AND SAID 22.66 ACRE TRACT, A DISTANCE OF 215.29 FEET TO A 1/2" IRON PIPE FOUND AT THE COMMON NORTHERLY CORNER OF SAID 22.66 ACRE TRACT AND A 28.36 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO 6660 WEST, LLC IN DOCUMENT NO. 2007101943 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE WITH THE COMMON LINE OF SAID 133.366 ACRE TRACT AND SAID 28.36 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

1. S69°03'48"W, A DISTANCE OF 113.84 FEET TO A CONCRETE MONUMENT FOUND;
2. S69°37'29"W, A DISTANCE OF 257.10 FEET TO A 3/8" IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF SAID 28.36 ACRE TRACT;
3. S11°11'06"E, A DISTANCE OF 1212.18 FEET TO A 1/2" IRON ROD FOUND IN THE EASTERLY LINE OF SAID 133.366 ACRE TRACT AT THE NORTHEASTERLY CORNER OF A 0.44 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO ADRIAN ESTRADA IN DOCUMENT NO. 2010070240 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N89°44'25"W, WITH THE COMMON LINE OF SAID 133.366 ACRE TRACT AND SAID 0.44 ACRE TRACT, A DISTANCE OF 128.39 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF SAID 0.44 ACRE TRACT;

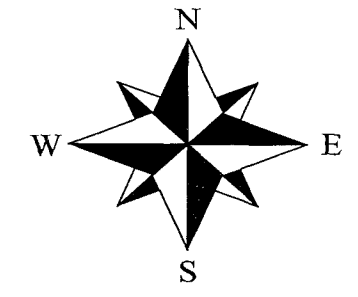
THENCE S05°25'47"E WITH THE EASTERLY LINE OF SAID 133.366 ACRE TRACT, SAME BEING IN PART, THE WESTERLY LINE OF SAID 0.44 ACRE TRACT AND IN PART, THE WESTERLY LINE OF SAID 4.56 ACRE TRACT, A DISTANCE OF 1212.49 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 72.928 ACRES OF LAND MORE OR LESS.



SURVEYING, LLC  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO. 10032000  
SHEET 1 OF 5



# FINAL PLAT OF THE RIDGE AT CROSS CREEK PHASE 1



SCALE: 1"=100'



BEARING BASIS: TEXAS CENTRAL ZONE,  
STATE PLANE COORDINATES (NAD 83)

GREENLEAF FISK SURVEY, ABS. NO. 5

28.36 AC.  
6660 WEST, LLC  
(DOC. NO. 2007101943)

4.56 AC.  
ADRIENNE M. LAKE  
AND BRETT BOYDSTON  
(DOC. NO. 2004030466)

20.02 AC.  
DARLENE S. COX REVOCABLE  
LIVING TRUST  
(DOC. NO. 2007058792)

20.02 AC.  
DARLENE S. COX REVOCABLE  
LIVING TRUST  
(DOC. NO. 2007058792)

30.66 AC.  
NANCY N. BLOM  
(VOL. 608, PG. 661)

**G&R**  
**SURVEYING, LLC**  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO. 10032000  
SHEET 2 OF 5

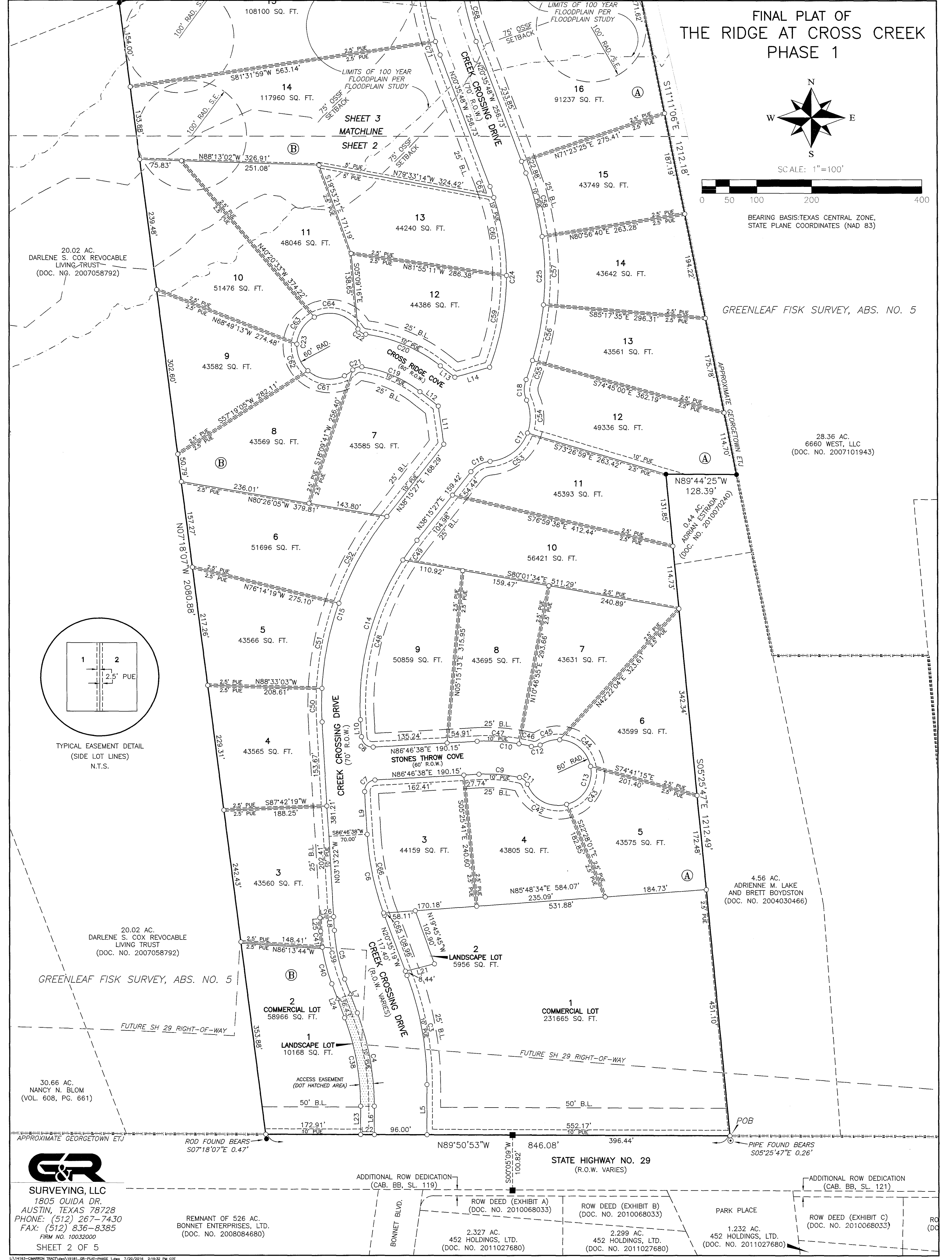
REMNANT OF 526 AC.  
BONNET ENTERPRISES, LTD.  
(DOC. NO. 2008084680)

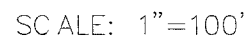
2,327 AC.  
452 HOLDINGS, LTD.  
(DOC. NO. 2011027680)

2,299 AC.  
452 HOLDINGS, LTD.  
(DOC. NO. 2011027680)

1,232 AC.  
452 HOLDINGS, LTD.  
(DOC. NO. 2011027680)

ROW DEED (EXHIBIT C)  
(DOC. NO. 2010068033)





BEARING BASIS:TEXAS CENTRAL ZONE,  
STATE PLANE COORDINATES (NAD 83)

GREENLEAF FISK SURVEY, ABS. NO. 5

REMAINDER OF 133.366 AC.  
RAS LEVEL 2 HOLDINGS, LP  
(DOC. NO. 2014041528)

GREENLEAF FISK SURVEY, ABS. NO. 5

REMAINDER OF 133.366 AC.  
RAS LEVEL 2 HOLDINGS, LP  
(DOC. NO. 2014041528)

30.66 AC.  
NANCY N. BLOM  
(VOL. 608, PG. 661)

22.66 AC.  
MRS. SAM GOLDENBERG  
✓(VOL. 1705, PG. 793)

28.36 AC.  
6660 WEST, LLC  
(DOC. NO. 2007101943)

SHEET 3  
MATCHLINE  
SHEET 2

20.02 AC.  
DARLENE S. COX REVOCABLE  
LIVING TRUST  
(DOC. NO. 2007058792)

**GR**  
SURVEYING, LLC  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO: 10032000  
SHEET 3 OF 5

FINAL PLAT OF  
THE RIDGE AT CROSS CREEK  
PHASE 1

CURVE TABLE						
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	17°09'54"	665.00'	199.23'	N75°42'00"W	198.48'	100.36'
C2	25°07'27"	270.00'	118.39'	N53°20'35"E	117.45'	60.16'
C3	20°35'19"	566.00'	203.38'	N10°17'39"W	202.29'	102.80'
C4	20°35'19"	484.00'	173.92'	N10°17'39"W	172.99'	87.91'
C5	17°21'57"	300.00'	90.93'	S11°54'20"E	90.58'	45.81'
C6	17°21'57"	500.00'	151.55'	S11°54'20"E	150.97'	76.36'
C7	90°00'00"	20.00'	31.42'	S41°46'38"W	28.28'	20.00'
C8	90°00'00"	20.00'	31.42'	S48°13'22"E	28.28'	20.00'
C9	15°47'39"	270.00'	74.43'	N85°19'32"W	74.19'	37.45'
C10	17°18'16"	330.00'	99.67'	N84°34'14"W	99.29'	50.22'
C11	56°27'18"	20.00'	19.71'	N49°12'04"W	18.92'	10.74'
C12	47°24'43"	20.00'	16.55'	N80°22'32"E	16.08'	8.78'
C13	282°21'25"	60.00'	295.68'	N17°50'53"E	75.23'	48.28'
C14	41°28'49"	485.00'	351.12'	S17°31'03"W	343.51'	183.65'
C15	41°28'49"	555.00'	401.80'	S17°31'03"W	393.08'	210.16'
C16	46°50'51"	50.00'	40.88'	S61°40'53"W	39.75'	21.66'
C17	108°36'36"	80.00'	151.65'	N30°48'01"E	129.94'	111.35'
C18	44°09'19"	50.00'	38.53'	S01°25'38"E	37.59'	20.28'
C19	30°25'57"	220.00'	116.85'	N66°57'31"W	115.48'	59.84'
C20	30°37'41"	280.00'	149.68'	N67°03'23"W	147.90'	76.67'
C21	51°54'11"	20.00'	18.12'	S71°52'25"W	17.50'	9.73'
C22	50°55'30"	20.00'	17.78'	S56°54'29"E	17.20'	9.52'
C23	282°37'57"	60.00'	295.97'	S07°14'18"W	75.00'	48.04'
C24	41°31'27"	465.00'	337.00'	N00°09'55"E	329.67'	176.29'
C25	41°14'50"	535.00'	385.15'	N00°01'36"E	376.88'	201.34'
C26	72°59'34"	465.00'	592.39'	S15°53'59"W	553.14'	344.04'
C27	72°59'34"	535.00'	681.57'	S15°53'59"W	636.41'	395.83'
C28	12°20'27"	270.00'	58.15'	S59°44'05"W	58.04'	29.19'
C29	4°28'05"	330.00'	25.73'	S63°40'16"W	25.73'	12.87'
C30	80°57'32"	20.00'	28.26'	S78°05'00"E	25.97'	17.07'
C31	90°00'00"	20.00'	31.42'	N07°23'46"E	28.28'	20.00'
C32	26°00'52"	635.00'	288.31'	N50°36'40"W	285.84'	146.69'
C33	26°00'52"	565.00'	256.53'	N50°36'40"W	254.33'	130.52'
C34	90°06'36"	20.00'	31.45'	S71°19'36"W	28.31'	20.04'
C35	89°53'24"	20.00'	31.38'	N18°40'24"W	28.26'	19.96'
C36	3°29'56"	665.00'	40.61'	N65°22'04"W	40.60'	20.31'
C37	3°29'56"	735.00'	44.89'	N65°22'04"W	44.88'	22.45'
C38	20°35'19"	459.00'	164.94'	N10°17'39"W	164.05'	83.37'
C39	17°21'57"	325.00'	98.50'	S11°54'20"E	98.13'	49.63'
C40	12°11'38"	325.00'	69.17'	S14°29'30"E	69.04'	34.71'
C41	5°10'19"	325.00'	29.34'	S05°48'31"E	29.33'	14.68'
C42	83°51'40"	60.00'	87.82'	S62°54'15"E	80.19'	53.89'
C43	86°07'55"	60.00'	90.20'	N32°05'58"E	81.94'	56.08'
C44	76°28'23"	60.00'	80.08'	N49°12'10"W	74.27'	47.28'
C45	35°53'28"	60.00'	37.59'	S74°36'54"W	36.97'	19.43'
C46	4°00'55"	330.00'	23.13'	N77°55'34"W	23.12'	11.57'
C47	13°17'20"	330.00'	76.54'	N86°34'42"W	76.37'	38.44'
C48	36°14'19"	485.00'	306.75'	S14°53'48"W	301.67'	158.70'
C49	5°14'30"	485.00'	44.37'	S35°38'12"W	44.35'	22.20'
C50	6°19'18"	555.00'	61.24'	S00°03'43"E	61.21'	30.65'
C51	16°24'33"	555.00'	158.95'	S11°18'13"W	158.41'	80.02'
C52	18°44'58"	555.00'	181.62'	S28°52'58"W	180.81'	91.63'
C53	64°44'10"	80.00'	90.39'	N52°44'13"E	85.66'	50.71'
C54	43°52'25"	80.00'	61.26'	N01°34'05"W	59.77'	32.22'
C55	3°56'24"	535.00'	36.79'	N18°40'50"E	36.78'	18.40'
C56	11°05'46"	535.00'	103.61'	N11°09'45"E	103.45'	51.97'
C57	13°23'47"	535.00'	125.09'	N01°05'01"W	124.80'	62.83'
C58	12°48'54"	535.00'	119.66'	N14°11'21"W	119.41'	60.08'
C59	21°04'30"	465.00'	171.04'	N10°23'24"E	170.08'	86.50'
C60	17°50'32"	465.00'	144.80'	N09°04'07"W	144.22'	72.99'
C61	85°46'32"	60.00'	89.82'	N88°48'35"E	81.67'	55.73'
C62	51°58'15"	60.00'	54.42'	S22°19'01"E	52.58'	29.25'
C63	58°17'09"	60.00'	61.04'	S32°48'41"W	58.44'	33.45'
C64	86°36'01"	60.00'	90.69'	N74°44'44"W	82.30'	56.54'
C65	0°29'44"	500.00'	4.32'	S20°20'27"E	4.32'	2.16'
C66	16°52'13"	500.00'	147.22'	S11°39'28"E	146.69'	74.15'
C67	2°36'25"	465.00'	21.16'	N19°17'36"W	21.16'	10.58'
C68	12°59'27"	465.00'	105.43'	S14°06'05"E	105.20'	52.94'
C69	26°53'36"	465.00'	218.26'	S05°50'26"W	216.26'	111.18'
C70	33°06'32"	465.00'	268.70'	S35°50'30"W	264.98'	138.22'
C71	2°46'07"	535.00'	25.85'	S19°12'45"E	25.85'	12.93'
C72	19°51'30"	535.00'	185.43'	S07°53'57"E	184.50'	93.65'
C73	8°13'43"	535.00'	76.84'	S06°08'40"W	76.77'	38.48'
C74	11°16'50"	535.00'	105.33'	S15°53'56"W	105.16'	52.84'
C75	13°34'46"	535.00'	126.80'	S28°19'44"W	126.50'	63.70'
C76	14°13'56"	535.00'	132.89'	S42°14'05"W	132.55'	66.79'
C77	3°02'42"	535.00'	28.43'	S50°52'25"W	28.43'	14.22'
C78	24°07'12"	565.00'	237.85'	N49°39'50"W	236.10'	120.71'
C79	1°53'39"	565.00'	18.68'	N62°40'16"W	18.68'	9.34'
C80	3°09'32"	635.00'	35.01'	N39°11'00"W	35.00'	17.51'
C81	13°01'27"	635.00'	144.34'	N47°16'29"W	144.03'	72.48'
C82	9°49'54"	635.00'	108.96'	N58°42'09"W	108.83'	54.62'
C83	20°39'51"	665.00'	239.84'	N73°57'02"W	238.54'	121.24'

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N63°43'42"W	60.00'
L2	N26°16'18"E	36.91'
L3	N22°52'57"E	70.00'
L4	S24°05'41"E	60.00'
L5	N00°00'00"E	91.51'
L6	N00°00'00"E	51.74'
L7	N20°35'19"W	65.99'
L8	N03°13'22"W	25.13'
L9	N03°13'22"W	78.20'
L10	N03°13'22"W	31.12'
L11	N08°04'24"W	70.01'
L12	N51°44'33"W	42.48'
L13	S51°44'33"E	33.62'
L14	N73°48'25"E	66.02'
L15	N53°33'52"E	91.13'
L16	N65°54'19"E	5.10'
L17	N65°54'19"E	34.22'
L18	N37°36'14"W	60.21'
L19	N37°36'14"W	50.86'
L20	N63°37'06"W	64.35'
L21	N75°43'45"E	54.62'
L22	N89°50'53"W	25.00'
L23	N00°00'00"E	51.68'
L24	N20°35'19"W	65.99'
L25	N03°13'22"W	24.71'
L26	N85°48'34"E	25.00'

CULVERT TABLE					
BLOCK	LOT	CULVERT SIZE (CMP)	CULVERT LENGTH	INVERT IN	INVERT OUT
A	15	18"	22'	934.5	934.0
A	17	18"	22'	930.5	930.0

MINIMUM FINISHED FLOOR ELEVATIONS TABLE

BLOCK	LOT	M.F.F.E.
A	16	931.6
A	17	931.6
A	21	928.0
B	9	936.0
B	10	935.0
B	11	935.0
B	13	935.0
B	14	934.5
B	15	934.5
B	16	934.5

STREET LENGTH AND DESIGN SPEED TABLE

STREET NAME	LENGTH	DESIGN SPEED
CREEK CROSSING DRIVE	3319'	30 MPH
STONES THROW COVE	395'	25 MPH
CROSS RIDGE COVE	321'	25 MPH
VIEW DRIVE	1097'	30 MPH
CLEAR BROOK COVE	213'	25 MPH



FINAL PLAT OF  
THE RIDGE AT CROSS CREEK  
PHASE 1

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

THAT, RAS LEVEL 2 HOLDINGS, LP, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2014041528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, 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 AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE RIDGE AT CROSS CREEK.

LUKE BASEY, MANAGER  
RAS LEVEL 2 HOLDINGS, LP  
PO BOX 519  
LIBERTY HILL, TX 78642

7/28/16  
DATE:

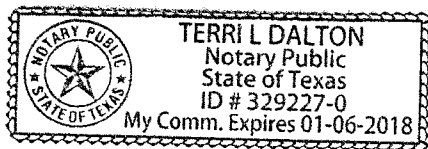
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, LUKE BASEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 DAY OF July, 2016

*Terril Dalton*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES ON 1-6-18



PLAT NOTES

- IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY 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.

- 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 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 CONVEYED 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.

- A PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE" AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0275E, EFFECTIVE SEPTEMBER 26, 2008.

- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR LOTS 16, 17, 20, 21, BLOCK "A" AND LOTS 10, 11, 14, 15, BLOCK "B". THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 16, 17, 20, 21, BLOCK "A" AND LOTS 10, 11, 14, 15, BLOCK "B" PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.

THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1') FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY JAY ENGINEERING COMPANY, INC., PROJECT NO. 2015-98832, DATED OCTOBER 4, 2015.

- A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES (SEE TYPICAL EASEMENT DETAIL).
- DRIVEWAYS FOR LOT 1, BLOCK "A" AND LOT 2, BLOCK "B" SHALL CONNECT ONLY TO CREEK CROSSING DRIVE AND NOT DIRECTLY TO SH 29.
- LOT 1, BLOCK "A" AND LOT 2, BLOCK "B" ARE SUBJECT TO STORM WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 ON ANY NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 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-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) NOTES

- NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
- ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

I, PHILLIP L. McLAUGHLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

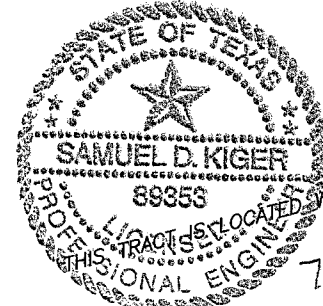
*Phillip L. McLaughlin*  
PHILLIP L. McLAUGHLIN, 07-27-16  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 5300



STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

I, SAMUEL D. KIGER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND THAT A PORTION OF THIS SUBDIVISION IS WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN AS PER FLOOD PLAIN STUDY SHOWN HEREON.

*Samuel D. Kiger*  
SAMUEL D. KIGER, P.E.  
STATE OF TEXAS NO. 89353  
P.O. BOX 1220  
LEANDER, TEXAS 78646-1220  
512-259-3882



LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE  
7-27-16

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 28th DAY OF July, 2016 A.D.

*Debra Bay*  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

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 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 PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

*Deborah L. Marlow*  
DEBORAH L. MARLOW, RS, 050029596  
DATE 07/28/2016  
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

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

THE STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS 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., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

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



SURVEYING, LLC  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO. 10032000  
SHEET 5 OF 5

**Commissioners Court - Regular Session****23.****Meeting Date:** 08/09/2016

Rocky Top Ranch &amp; Rocky Top Estates - 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 Rocky Top Ranch & Rocky Top Estates subdivision - Pct 3.

**Background**

This subdivision consists of 7 single family lots.

---

**Fiscal Impact**

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

**Attachments**

Rocky Top Ranch & Rocky Top Estates - Preliminary Plat

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 08/03/2016

**Reviewed By**

Wendy Coco

**Date**

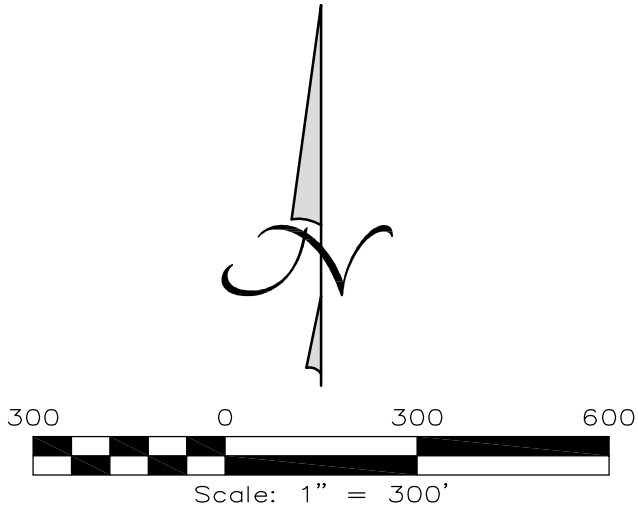
08/03/2016 04:52 PM

Started On: 08/03/2016 02:52 PM

PRELIMINARY PLAT OF  
**ROCK TOP RANCH &  
ROCKY TOP ESTATES**  
COUNTY OF WILLIAMSON, TEXAS

**LEGAL DESCRIPTION:**

ROCKY TOP RANCH  
55.75 acres of land situated in Williamson County, Texas, out of the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, being a portion of a called 123.03 acres, conveyed to JTM-GT, LP, in a Special Warranty Deed, dated September 30, 2014, as recorded under Document no. 2014078782, of the Official Public Records of Williamson County, Texas.



BEARINGS CITED HEREON BASED ON  
STATE PLANE COORDINATES, GRID NORTH,  
CENTRAL ZONE, TEXAS NAD 83 (93).

**OWNER/SUBDIVIDER:**

JTM-GT, L.P.  
(A Texas Limited Partnership)

By:  
John R. McLaughlin and Terry E. McLaughlin  
(co-owners)  
725 Camp Springs Lane  
Georgetown, Texas 78633

**SURVEYOR:**

TEXAS LAND SURVEYING, INC.  
3613 WILLIAMS DRIVE, SUITE 903  
GEORGETOWN, TEXAS 78628  
(512) 930-1600

**ENGINEERS:**

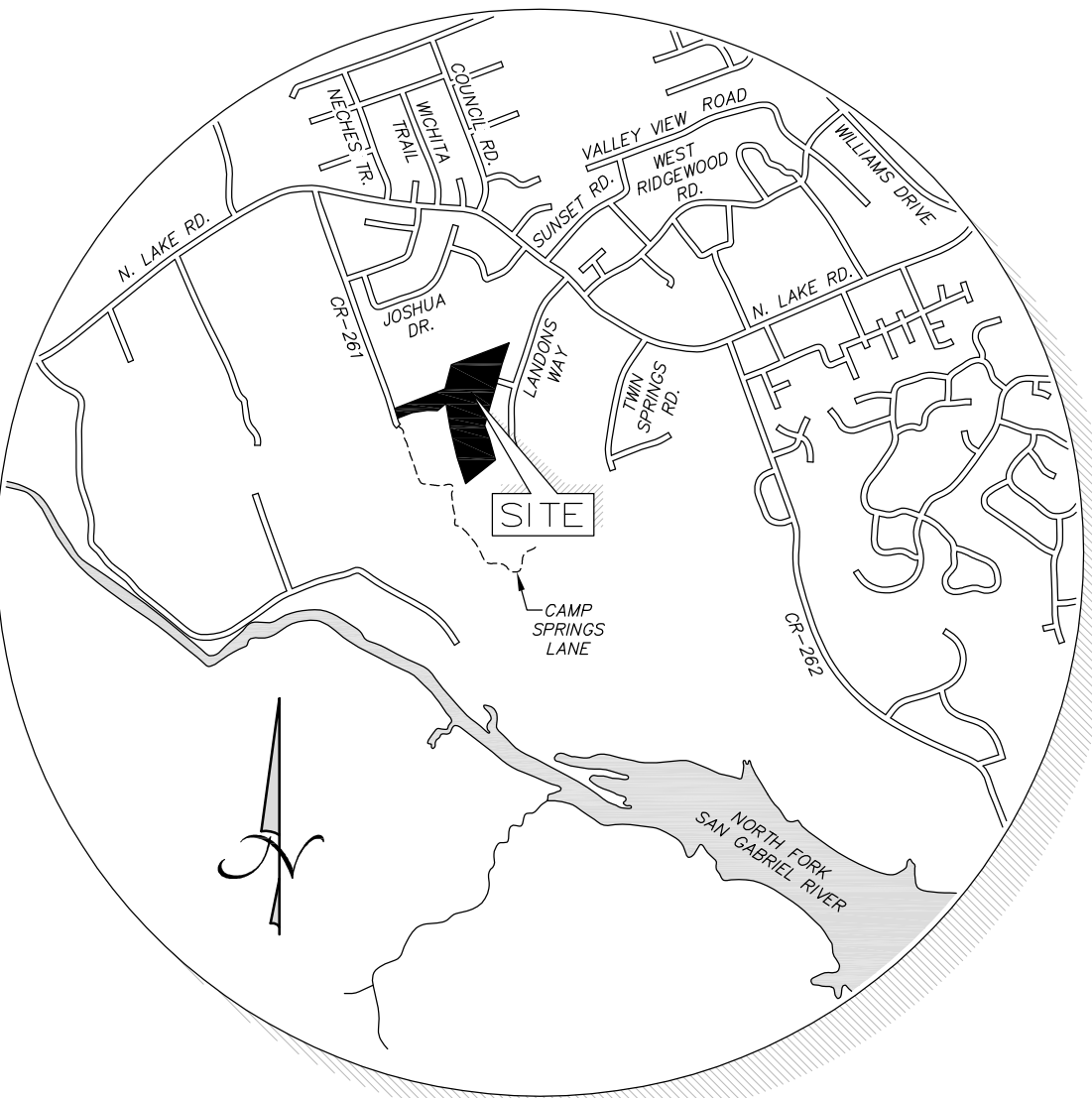
STUDIO | 16:19, LLC  
1717 N. IH-35, SUITE 308  
ROUND ROCK, TEXAS 78664  
PH: (512) 534-8680

MIGL ENGINEERING CONSULTANTS  
TAMMI MIGL, P.E.  
9600 ESCARPMENT BLVD., SUITE 745-174  
AUSTIN, TEXAS 78749  
PH: (512) 750-0440

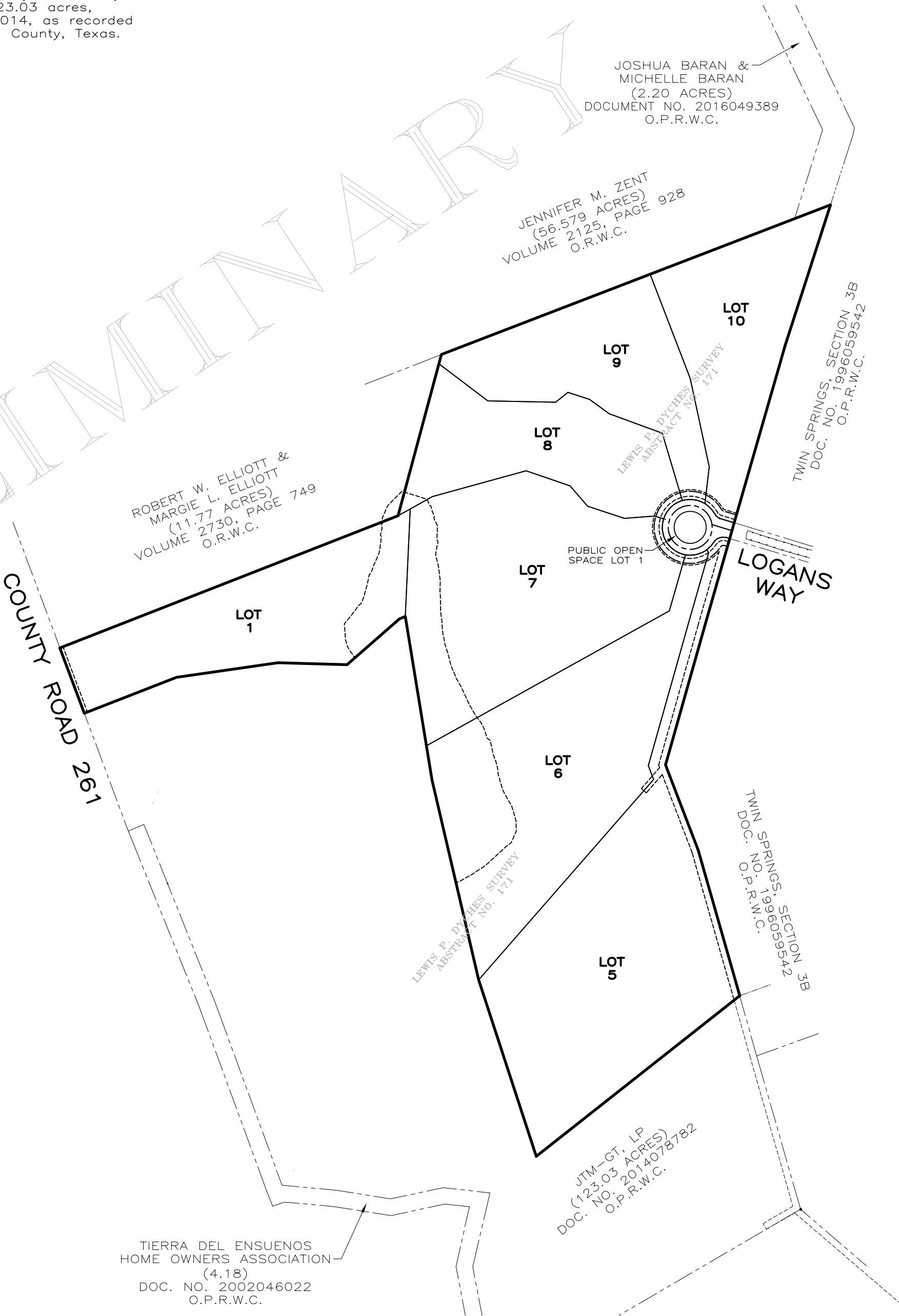
TOTAL ACREAGE: 55.75  
TOTAL NO. BLOCKS: 1 (57.94 ACRES)  
TOTAL RESIDENTIAL LOTS: 7 (VARIES)  
PUBLIC OPEN SPACE (R.O.W. DEDICATION): 1 (0.58 ACRES)

**LINEAR FOOTAGE OF ROADWAYS:**

LOGANS WAY: 124.82 L.F.  
TOTAL: 124.82 L.F.



**LOCATION MAP**  
NOT TO SCALE



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET W/PINK PLASTIC CAP "TLS, INC."
✱	COTTON SPINDLE FOUND
⊙	MISC. MONUMENT (EXPLAIN)
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

*Texas Land Surveying, Inc.*

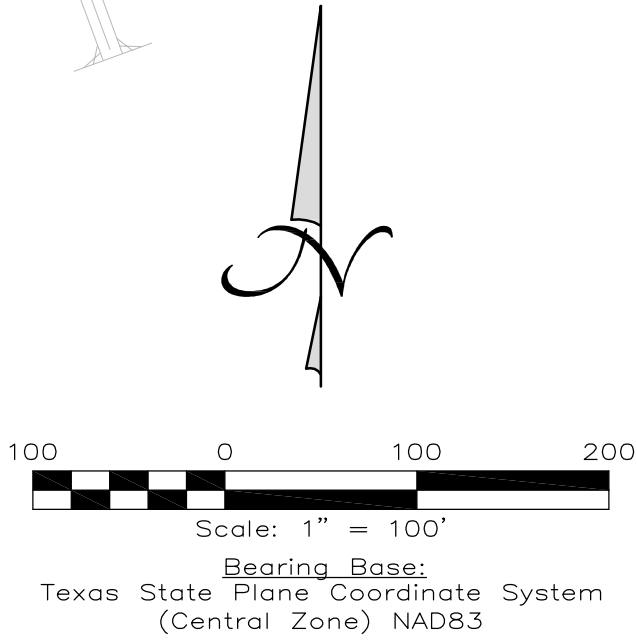
3613 Williams Drive, Suite 903 — Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
www.texas-ls.com  
TBPLS FIRM NO.10056200

**SHEET**

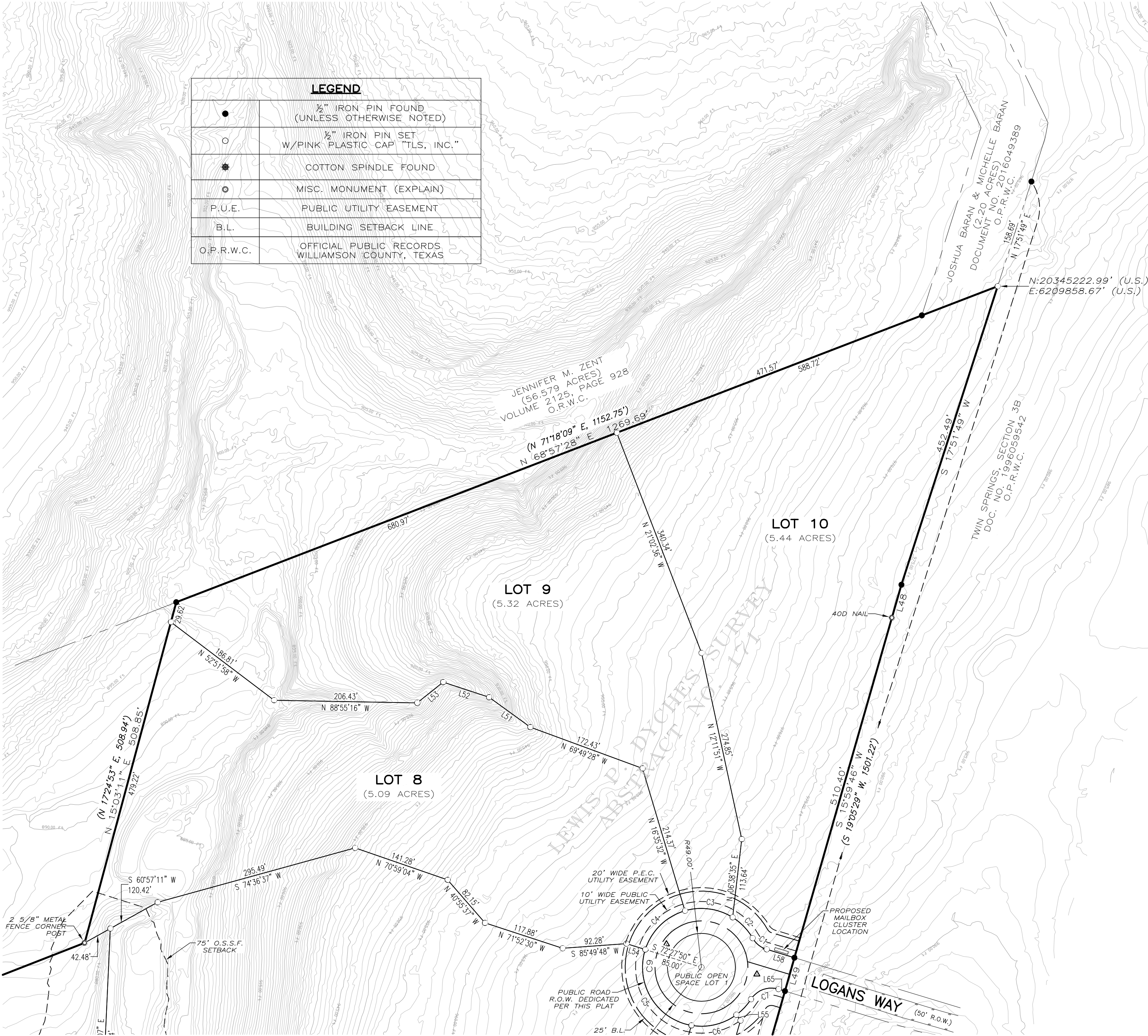
1  
OF  
6



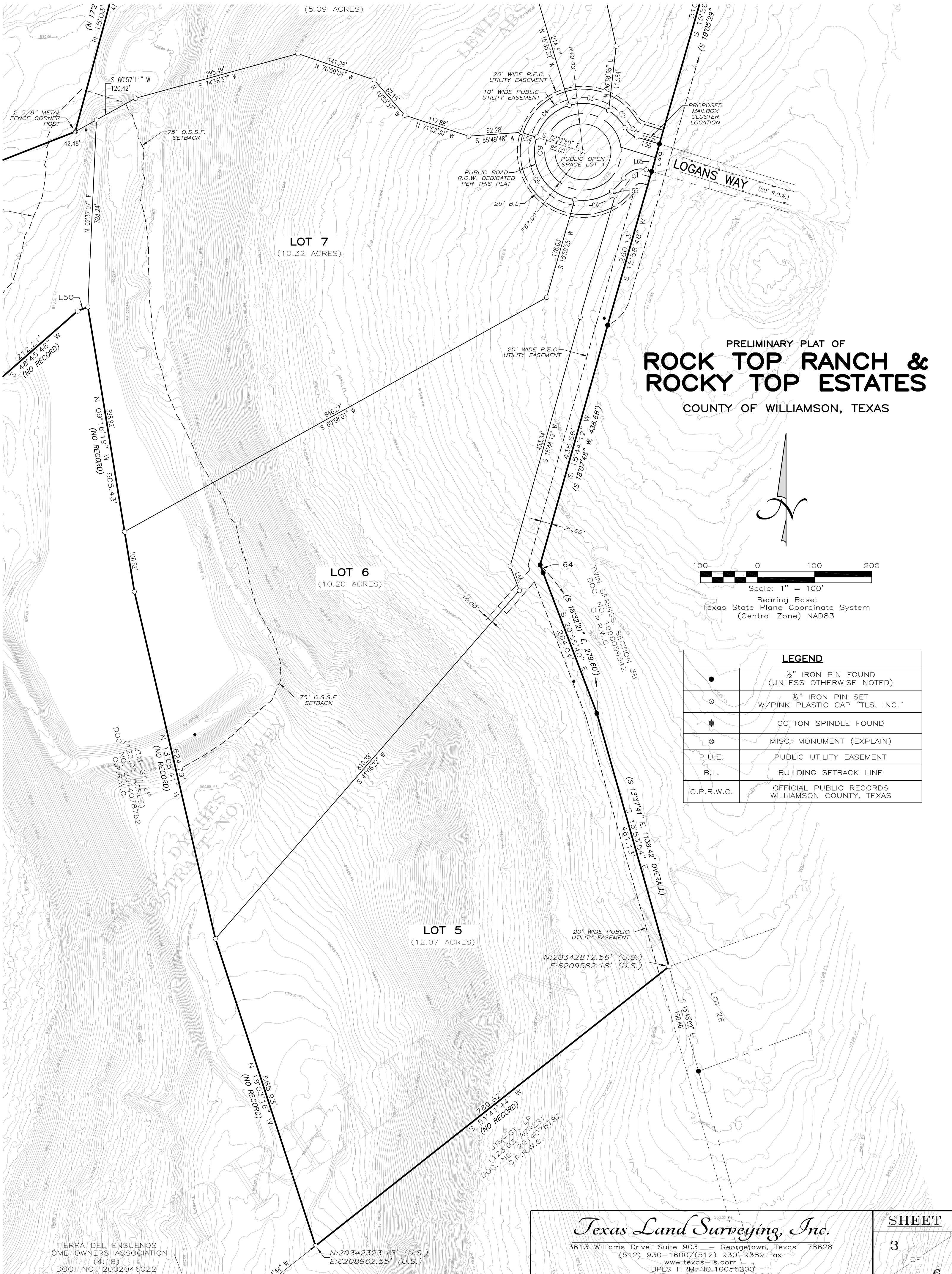
PRELIMINARY PLAT OF  
**ROCK TOP RANCH &  
ROCKY TOP ESTATES**  
COUNTY OF WILLIAMSON, TEXAS



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET W/PINK PLASTIC CAP "TLS, INC."
✱	COTTON SPINDLE FOUND
⊙	MISC. MONUMENT (EXPLAIN)
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

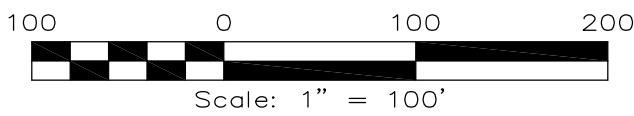
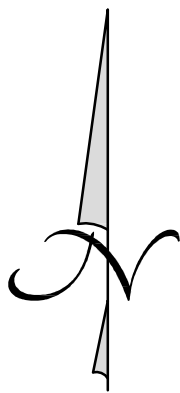








PRELIMINARY PLAT OF  
**ROCK TOP RANCH &  
ROCK TOP ESTATES**  
COUNTY OF WILLIAMSON, TEXAS



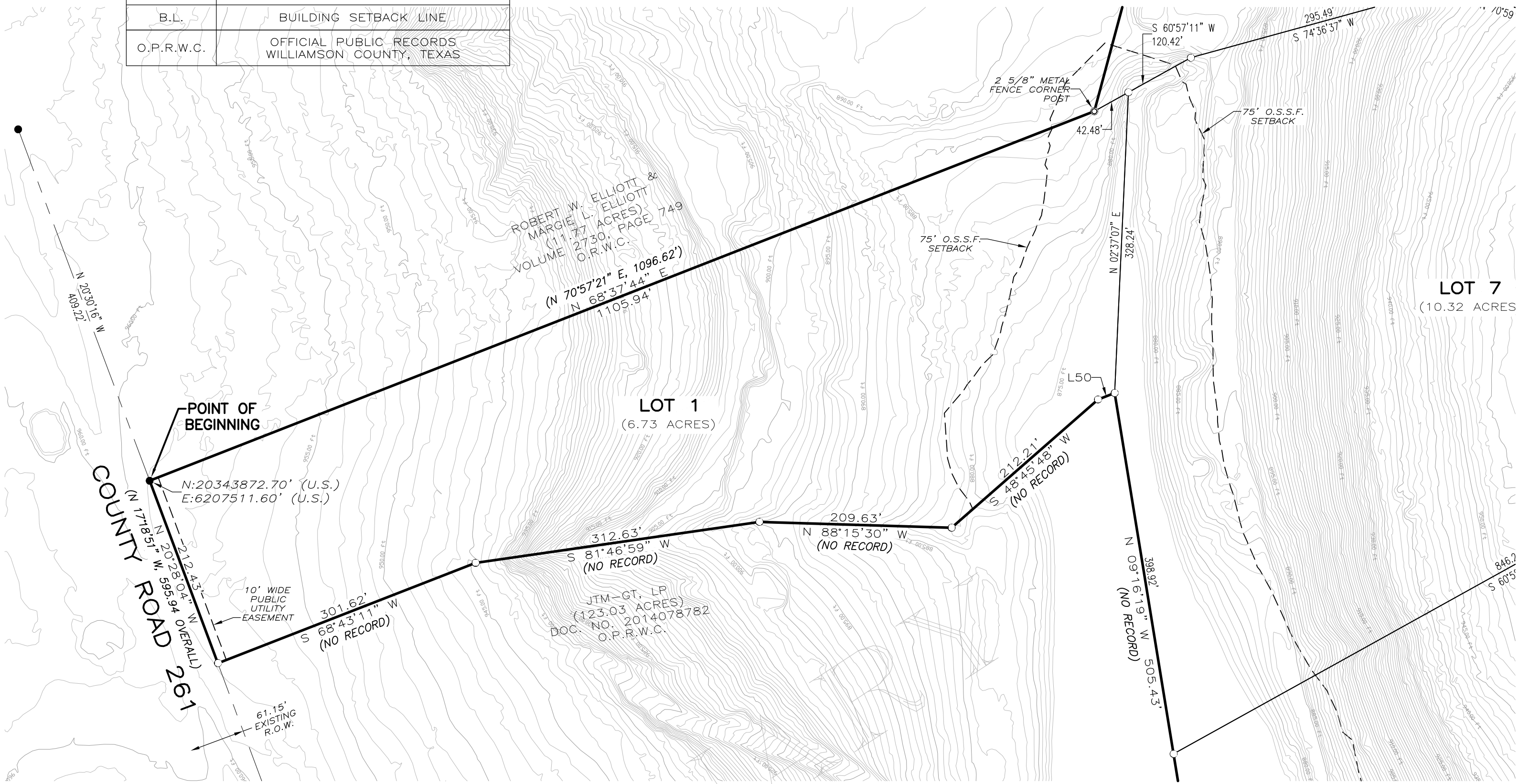
Bearing Base:  
Texas State Plane Coordinate System  
(Central Zone) NAD83

LEGEND	
●	½" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	½" IRON PIN SET W/PINK PLASTIC CAP "TLS, INC."
✱	COTTON SPINDLE FOUND
○	MISC. MONUMENT (EXPLAIN)
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L48	S 16°10'05" W	49.44'
L49	S 15°47'47" W	49.99'
L50	S 68°38'57" W	19.50'
L51	N 54°04'58" W	73.53'
L52	N 71°44'37" W	69.74'
L53	S 51°17'45" W	48.00'
L54	N 72°27'50" W	28.48'
L55	S 36°15'40" E	10.22'
L56	S 20°55'25" E	45.37'
L58	N 73°11'16" W	41.79'
L64	S 20°51'08" E	14.79'
L65	N 73°11'16" W	9.87'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L48	S 19°05'29" W	1501.22' OVERALL
L49	S 19°05'29" W	1501.22' OVERALL
L50	NO RECORD	—
L51	NO RECORD	—
L52	NO RECORD	—
L53	NO RECORD	—
L54	NO RECORD	—
L55	NO RECORD	—
L56	NO RECORD	—
L58	NO RECORD	—
L59	N 38°07'09" E	151.63'
L60	N 71°26'56" E	163.60'
L61	S 11°44'46" W	21.12'
L62	S 19°48'25" W	67.23'
L64	S 18°32'21" E	279.60' OVERALL
L65	NO RECORD	—

(NO RECORD) CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	43°29'29"	35.00'	26.57'	25.93'	N 51°26'32" W
C2	28°19'55"	85.00'	42.03'	41.60'	N 43°51'45" W
C3	48°12'12"	85.00'	71.51'	69.42'	N 82°07'48" W
C4	56°13'56"	85.00'	83.42'	80.11'	S 45°39'08" W
C5	97°44'38"	85.00'	145.01'	128.05'	S 31°20'10" E
C6	46°03'12"	85.00'	68.32'	66.50'	N 76°45'55" E
C7	74°04'26"	35.00'	45.25'	42.16'	S 69°46'31" W
C9	297°33'55"	85.00'	441.45'	88.11'	S 01°31'15" W



*Texas Land Surveying, Inc.*

3613 Williams Drive, Suite 903 — Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
www.texas-ls.com  
TBPLS FIRM NO.10056200

**SHEET**

4  
OF  
6

PRELIMINARY PLAT OF  
ROCK TOP RANCH &  
ROCKY TOP ESTATES  
COUNTY OF WILLIAMSON, TEXAS

PERIMETER FIELD NOTES

Being 55.75 acres of land situated in Williamson County, Texas, out of the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, being a portion of a called 123.03 acres, conveyed to JTM–GT, LP, in a Special Warranty Deed, dated September 30, 2014, as recorded under Document no. 2014078782, of the Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING: at a ½”iron rod found in the east line of County Road 261, for the southwest corner of a called 11.77 acres, conveyed to Robert W. Elliott and Margie L. Elliott, in a Warranty Deed With Vendor’s Lien, dated May 25, 1995, as recorded in Volume 2730, Page 749, of the Official Records of Williamson County, Texas, the northwest corner of said JTM–GT, LP tract, and this parcel, from which a ½”iron rod, found in the east line of County Road 261, for the northwest corner of said Elliott tract, bears N 20°30’16”W, 409.22 feet.

THENCE: N 68°37’44”E, 1105.94 feet along the south line of said Elliott tract, the north line of said JTM–GT, LP tract, and this parcel, to a 2–5/8”metal fence post found, for the southeast corner of said Elliott tract, an angle point in the north line of said JTM–GT, LP tract, and this parcel.

THENCE: N 15°03’11”E, 508.85 feet along the east line of said Elliott tract, the north line of said JTM–GT, LP tract, and this parcel, to a ½”iron rod found in the south line of a called 56.579 acres, conveyed to Jennifer M. Zent, in a Special Warranty Deed With Third Party Vendor’s Lien, dated April 6, 1992, as recorded in Volume 2125, Page 928, of said Official Records, for the northeast corner of said Elliott tract, an angle point in the north line of said JTM–GT, LP tract, and this parcel.

THENCE: N 68°57’28”E, at 1,152.54 feet passing a ½”iron rod found, for the southeast corner of said Zent tract, the southwest corner of a called 2.20 acres, conveyed to Joshua Baran and Michelle Baran, in a General Warranty Deed, dated June 6, 2016, as recorded under Document No. 2016049389 of said Official Public Records, continuing in all 1,269.69 feet along the south line of said Zent tract, the south line of said Baran tract, the north line of said JTM–GT, LP tract, and this parcel, to a ½”iron rod, w/ cap stamped "TLS, Inc.", set in the west line of Twin Springs, Section 3B, a subdivision in Williamson County, Texas, as recorded under Document No. 1996059542 of said Official Public Records, for the southeast corner of said Baran tract, the northeast corner of said JTM–GT, LP tract, and this parcel, from which a ½”iron rod found for an angle point in the east line of said Baran tract, and the west line of said Twin Springs, Section 3B, bears N 17°51’49”E, 158.69 feet.

THENCE: along the west line of said Twin Springs, Section 3B, the east line of said JTM–GT, LP tract, and this parcel, the following 9 calls:

- 1) S 17°51’49”W, 452.49 feet, to a ½”iron rod found, for an angle point.
- 2) S 16°10’05”W, 49.44 feet, to a 40D nail found, for an angle point.
- 3) S 15°59’46”W, 510.40 feet, to a ½”iron rod found in the north line of Logans Way, for an angle point.
- 4) S 15°47’47”W, 49.99 feet, to a ½”iron rod found in the south line of Logans Way, for an angle point.
- 5) S 15°58’48”W, 280.13 feet, to a ½”iron rod found, for an angle point.
- 6) S 15°44’12”W, 436.66 feet, to a ½”iron rod found, for an angle point.
- 7) S 20°51’08”E, 14.79 feet, to a ½”iron rod found, for an angle point.
- 8) S 20°55’40”E, 264.04 feet, to a ½”iron rod found, for an angle point.
- 9) S 15°53’54”E, 461.13 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for the southeast corner of this parcel, from which a ½”iron rod, found in the west line of said Twin Springs, Section 3B, and the east line of said JTM–GT, LP tract, for the southwest corner of Lot 28 of said Twin Springs, Section 3B, bears S 15°45’02”E, 190.46 feet.

THENCE: into, over and across said JTM–GT, LP tract the following 9 calls:

- 1) S 51°41’44”W, 789.62 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for the southwest corner of this parcel, from which a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the east line of a called 4.18 acres, conveyed to Tierra Del Ensuenos Home Owners Association, in a Deed Without Warranty, dated June 11, 2002, as recorded under Document No. 2002046022, of said Official Public Records, and an angle point in the west line of said JTM–GT, LP tract, bears S 51°41’44”W, 179.65 feet.
- 2) N 18°03’16”W, 565.93 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the west line of this parcel.
- 3) N 13°08’41”W, 624.79 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the west line of this parcel.
- 4) N 09°16’19”W, 505.43 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the west line of this parcel.
- 5) S 68°38’57”W, 19.50 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the west line of this parcel.
- 6) S 48°45’48”W, 212.21 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the west line of this parcel.
- 7) N 88°15’30”W, 209.63 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the west line of this parcel.
- 8) S 81°46’59”W, 312.63 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set for an angle point in the west line of this parcel.
- 9) S 68°43’11”W, 301.62 feet, to a ½”iron rod w/ cap stamped "TLS, Inc.", set in the east line of County Road 261, for an angle point in the west line of this parcel.

THENCE: N 20°28’04”W, 212.43 feet along the east line of County Road 261 to the Point of Beginning.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

GENERAL NOTES:

1. 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 ¼” per foot for a distance of at least 10 feet. In addition, house finished floors should be set a minimum of 1 foot above the surrounding ground.
2. Each lot will be served by an on–site wastewater system. On–site sewage facilities must be designed by a Registered Professional Engineer or Registered Sanitarian. Water will be provided by Chisholm Trail S.U.D. Electricity will be provided by Pedernales Electric Cooperative.
3. This tract is located in the Edwards Aquifer Recharge Zone. An approved Water Pollution Abatement Plan is required by the Texas Commission of Environmental Quality prior to construction.
4. All dwellings placed on subdivision lots must be connected to septic tanks or disposal facilities meeting the specifications and conditions of the State Department of Health and the private sewage facility regulations applicable to Williamson County as of the date of application.
5. There are no areas within the boundaries of this subdivision in the 100 year flood plain as defined by FIRM no. 48491C0275E, effective date of September 26, 2008.
6. All structures / obstructions are prohibited in drainage flowage easements and maintenance of drainage flowage easements shall be the responsibility of the property owner.
7. Prior to any channel alteration or bridge construction, which will change existing flood patterns or elevations, a letter of Map Amendment must be submitted to the City of Georgetown Floodplain Administrator for approval, and approval by the Federal Emergency Management Agency.
8. Any heritage tree as noted on this plat is subject, in perpetuity, to the maintenance, care, pruning and removal requirements of the City of Georgetown and approved removal does not require modification of the plat.
9. 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.
10. The face of rural mailboxes shall be set three (3) feet from the edge of the pavement or behind the face of curb. 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.
11. All residential lots are one (1) acre or greater in size.
12. On–site sewage facility disposal systems shall be set back from drainage ways, drainage easements, and water courses a distance of 25, 50, or 75 feet as determined by the type of sewage facility installed and as required by Williamson County and Cities Health District (WCCHD).

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 — Georgetown, Texas 78628  
(512) 930–1600/(512) 930–9389 fax  
www.texas–ls.com  
TBPLS FIRM NO.10056200

SHEET

5

OF

6

PRELIMINARY PLAT OF  
**ROCK TOP RANCH &  
ROCKY TOP ESTATES**  
COUNTY OF WILLIAMSON, TEXAS

**OWNER'S CERTIFICATION:**

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

That JTM-GT, LP, acting herein by and through John R. McLaughlin, President, being the owner of that certain tract of land situated in Williamson County, Texas, out of the Lewis P. Dyches Survey, Abstract No. 171, and being a 55.75 acre portion of the 123.03 acres described in a Special Warranty Deed recorded under Document No. 2014078782 of the Official Public Records of Williamson County, Texas, 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 the roads, alleys, rights-of-way, 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 as shown on this plat are free of liens. This subdivision is to be known as **ROCKY TOP RANCH & ROCKY TOP ESTATES**.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JTM-GT, LP  
John R. McLaughlin, PRESIDENT  
725 Camp Springs Lane  
Georgetown, TX 78633

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

Before me, the undersigned authority, on this day, personally appeared John R. McLaughlin, of JTM-GT, LP, known by me to be the representative of the person or Corporation whose name is subscribed to the foregoing instrument and acknowledged to me that the Corporation executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires on: \_\_\_\_\_.

**HEALTH DISTRICT APPROVAL**

Based upon the above representations of the Engineer of 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 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 and 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  
Assistant Deputy Director  
Environmental Health Services, WCCHD

\_\_\_\_\_  
Date

**SURVEYOR'S CERTIFICATION**

I, Kenneth Louis Crider, do hereby certify that I prepared this plat from an actual and accurate on-the ground survey of the land shown hereon, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Pflugerville, Texas and that all known easements within the boundary of the plat are shown hereon.

Bearing Basis: Grid North Texas State Plane Coordinate System (Central Zone) NAD 83(93)

This tract lies entirely within Zone 'X', and no portion of this tract is within the boundaries of the 100-year floodplain as indicated on the Federal Flood Insurance Administration, FIRM Panel No. 48491C0275E, dated September 26, 2008, for Williamson County, Texas.

This tract is not located within the Edwards Aquifer Recharge Zone.

\_\_\_\_\_  
Kenneth Louis Crider  
Registered Professional Land Surveyor No. 5624  
State of Texas

**ROAD NAME AND 911 ADDRESSING APPROVAL**

Road name and address assignments verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

\_\_\_\_\_  
Teresa Baker  
Williamson County Addressing Coordinator

**COUNTY JUDGE'S APPROVAL**

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

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map of plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and 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  
Williamson County, Texas

\_\_\_\_\_  
Date

**COUNTY CLERK'S CERTIFICATION**

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_.M., and duly recorded this the day of \_\_\_\_\_, 20\_\_\_\_ 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 above written.

Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy

*Texas Land Surveying, Inc.*

3613 Williams Drive, Suite 903 — Georgetown, Texas 78628  
(512) 930-1600/(512) 930-9389 fax  
www.texas-ls.com  
TBPLS FIRM NO.10056200

**SHEET**

6

OF

6



**Commissioners Court - Regular Session****24.****Meeting Date:** 08/09/2016

FY 17 Budget Presentation

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Hear presentation on 2016-2017 Budget Recommendations.

**Background**

---

**Fiscal Impact**

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

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

**Reviewed By**

Wendy Coco

**Date**

07/15/2016 08:38 AM

Started On: 07/14/2016 04:14 PM

**Commissioners Court - Regular Session****25.****Meeting Date:** 08/09/2016

FY 17 Budget Discussion

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss 2016-2017 Budget.

**Background**

---

**Fiscal Impact**

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

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

**Reviewed By**

Wendy Coco

**Date**

07/15/2016 08:38 AM

Started On: 07/14/2016 04:22 PM

**Commissioners Court - Regular Session****26.****Meeting Date:** 08/09/2016

FY 17 Proposed Compensation

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on FY 17 proposed compensation.

**Background**

---

**Fiscal Impact**

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

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

**Reviewed By**

Wendy Coco

**Date**

07/15/2016 08:38 AM

Started On: 07/14/2016 04:51 PM

**Commissioners Court - Regular Session****27.****Meeting Date:** 08/09/2016

FY 17 Proposed Compensation

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider adopting salaries and other compensation (per diem) for elected officials and authorize publication of notice.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

**Reviewed By**

Wendy Coco

**Date**

07/15/2016 08:38 AM

Started On: 07/14/2016 04:52 PM

**Commissioners Court - Regular Session****28.****Meeting Date:** 08/09/2016

FY 17 Proposed Compensation

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider authorizing written notice of each elected official of his/her salary and other compensation to be included in the 2016-2017 budget.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

**Reviewed By**

Wendy Coco

**Date**

07/15/2016 08:38 AM

Started On: 07/14/2016 04:53 PM

**Commissioners Court - Regular Session****29.****Meeting Date:** 08/09/2016

County Clerk FY 17 Records Archive Plan

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider authorizing advertising and setting a date for a public hearing on the 2017 County Clerk's Records Archive Fund for September 13th, 2016 at 10:00 am.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/26/2016

**Reviewed By**

Wendy Coco

**Date**

07/26/2016 08:24 AM

Started On: 07/25/2016 03:55 PM

**Commissioners Court - Regular Session****30.****Meeting Date:** 08/09/2016

District Clerk FY 17 Records Archive Plan

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider authorizing advertising and setting a date for a public hearing on the 2017 District Clerk's Records Archive Fund for September 13th, 2016 at 10:15 am.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/26/2016

**Reviewed By**

Wendy Coco

**Date**

07/26/2016 08:24 AM

Started On: 07/25/2016 03:53 PM

**Commissioners Court - Regular Session****31.****Meeting Date:** 08/09/2016

FY 17 Preliminary Proposed General Fund Budget

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the acceptance of the FY 17 Preliminary Proposed budget for the General Fund (0100) as presented by the Budget Office in the amount of \$172,084,496.92

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 03:18 PM

Started On: 08/04/2016 10:07 AM



**Commissioners Court - Regular Session****32.****Meeting Date:** 08/09/2016

FY 17 Preliminary Proposed Road and Bridge Budget

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the acceptance of the FY 17 Preliminary Proposed budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of \$27,437,840.75.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/04/2016 11:36 AM

08/04/2016 11:59 AM

Started On: 08/04/2016 10:09 AM

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/09/2016

FY 17 Preliminary Proposed Debt Service Fund Budget

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the acceptance of the FY 17 Preliminary Proposed budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of \$83,060,730.33

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 10:42 AM

Started On: 08/04/2016 10:10 AM

**Commissioners Court - Regular Session****34.****Meeting Date:** 08/09/2016

budgetorder

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on the FY16/17 Budget Order.

**Background**

Attached is a draft copy of the budget order with some proposed changes submitted by different departments. I also attached the Auditor's office list of non-reimbursable expenses to be utilized in your review of the budget order.

---

**Fiscal Impact**

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

**Attachments**

proposed.b.o.  
expenses

---

**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/04/2016

**Reviewed By**

Rebecca Clemons

**Date**

08/04/2016 09:40 AM

Started On: 08/04/2016 09:31 AM

**STATE OF TEXAS  
COUNTY OF WILLIAMSON  
AN ORDER ADOPTING THE 2016/2017 COUNTY BUDGET**

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

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2016/2017;

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

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

**POLICIES RELATED TO COMPENSATION AND BENEFITS**

**I. SALARIES**

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

a)	Judge of the County Court	<del>115,485.24</del> per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	<del>153,142.08</del> per year
g)	County Sheriff	<del>116,669.28</del> per year
h)	County Clerk	<del>95,661.02</del> per year
i)	County Tax Assessor/Collector	<del>99,477.30</del> per year
j)	District Clerk	<del>95,661.02</del> per year
k)	County Treasurer	<del>92,038.96</del> per year
l)	Each County Commissioner	<del>94,037.32</del> per year
m)	Each Justice of the Peace	<del>83,714.28</del> per year
n)	Each Constable	<del>79,187.94</del> per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

## **II. HOLIDAYS**

The established holiday schedule for paid holidays for the 2016/2017 budget year is as follows:

Veterans Day	Friday	November 11, 2016
Thanksgiving Holiday	Thursday Friday	November 24, 2016 November 25, 2016
Christmas Holiday	Friday Monday	December 23, 2016 December 26, 2016
New Year's Holiday	Friday	December 30, 2016
Martin Luther King Day	Monday	January 16, 2017
President's Day	Monday	February 20, 20167
Good Friday	Friday	April 14, 2017
Memorial Day	Monday	May 29, 2017
Independence Holiday	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017

See Addendum: The Williamson County Employee Policy Manual (as updated April 21, 2015). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

## **III. SUPPLEMENTAL PAY**

1. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

3. A maximum of 11 approved law enforcement tenure positions within the Williamson County Sheriff's Office are eligible for Crisis Intervention Team Supplemental pay in the amount of \$250 per month. In order to receive the CIT supplemental pay a law enforcement tenured deputy must hold the appropriate certifications and follow established policies and procedures.

4. A maximum of 4 positions in Emergency Communications may receive \$100.00 per pay period incentive pay as a designated Training Specialist. To receive the Training Specialist pay, the employee, at a minimum, must be trained as a Certified Training Officer by the Association of Public Safety Communications Officials, meet all TCOLE training standards requirements, and be credentialed through the Emergency Communications education process. The Training Specialist may receive incentive for providing training on call taking, law enforcement radio dispatching, or fire/EMS radio dispatching. The Training Specialist, while receiving the incentive pay, will also be responsible for conducting regular continuing education training, new employee academy support, and other education related duties as assigned consistent with the ongoing education of the frontline employees. The Training Specialist will be selected based on the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

~~A maximum of 8 positions in the 911 Communications division may receive up to \$150.00 per month incentive pay as a designated Field Training Officer. This will be paid for a maximum of 8 months. To receive FTO pay the employee must be TCLEOSE certified as a Telecommunications Training Officer or must be certified as a Communications Training Officer by the Association of Public Safety Communications Officials. The FTO may only receive incentive pay when assigned new personnel during a training period. The trainer will be selected based on the position and duties of the newly hired personnel according to the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.~~

5. A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of \$150.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

6. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of \$150.00 per month may be paid as FTO incentive pay per position so long as the \$150.00 is continuing to be reimbursed by The Texas A&M University System Health Science Center

on behalf of the College of Medicine in accordance with their agreement with Williamson County.

7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund

8. An employee in the Facilities Maintenance department may receive up to \$75.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

9. "An employee in the Technology Services department may receive a supplement of up to \$100 per week for On-Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a cell phone while on call. The assigned on-call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on-call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on-call employee must follow the departmental procedures for On-Call duty in order to receive the supplemental pay."

**Commented [RC1]:** IT is requesting an increase to \$200, HR is not recommending this increase.

#### **IV. FINANCIAL POLICIES**

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned \$1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

#### **Use and Distribution of Specific Special Revenue Funds**

4. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.



5. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. **Employee Fund:** The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of the County Christmas Party
- b) Flowers for the death of an employee only
- ~~e) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.~~
- ~~d) Employee recognition expenditures as approved by the County Judge.~~  
(Purchasing guidelines must be adhered to)
  - i. The employee must be vested
  - ii. \$40.00 allowed for employees with up to 15 years of service
  - iii. \$80.00 allowed for employees with over 15 years of service
- ~~d) Employee of the Year Awards~~

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

Purchases from this fund are approved by the County Judge.

7. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of projected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.

8. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

9. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

## V. PURCHASING – GENERAL PROCEDURES

1. Since the Purchasing function within Williamson County is neither centralized or decentralized, frequent communication and training between individual county departments and the Purchasing Department are both vital and necessary to best facilitate the judicious expenditure of county dollars. As such, employees of Williamson County departments conduct many purchasing functions under the delegated authority of the county's Purchasing Agent. Responsibility for adherence and compliance to all Purchasing Policies and legal requirements rests primarily with the employee, under the supervision of either a Department Head or Elected Official who certifies conformance.
2. Williamson County uses both Purchase Orders and Procurement Cards (P-cards) for general purchases of goods and services. A good understanding and working knowledge of each procurement method is essential before a purchase is requested or conducted by any employee. Each method has its own policies that must be strictly followed.
3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: <https://wilco365.sharepoint.com/purchasingportal>. This site provides county departments access to:
  - a. Policies, Procedures and Manuals
  - b. Training Materials
  - c. Forms
  - d. Guides and other tools to assist in the purchasing process
4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

**Commented [RC2]:** Purchasing is proposing including a summary in the general policies area of the budget order with a link to additional information online.

~~1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase. All P.O.'s must be submitted electronically.~~

~~2. Two documents exist in order to assist in the purchasing process within Williamson County.~~

~~1. *How to Do Business with Williamson County* is a guide for suppliers and the public and is located on the county website: <http://www.wilco.org/CountyDepartments/Purchasing>~~

~~2. The *Williamson County Purchasing Manual* is a guide for all Williamson County departments and employees. It is located on the Purchasing page of the internal Wilco 365 SharePoint site.~~

~~3. All County purchasing policies must be strictly adhered to for all purchases and can be located in the *Williamson County Purchasing Manual*, including:~~

~~All county Purchase Requisitions and Purchase Orders must be submitted electronically.~~

- ~~• All purchases for materials and supplies require a purchase order, prior to placing the order.~~
- ~~• Requests for a Purchase Order after the order is placed will not be processed.~~
- ~~• Specific guidelines for emergency purchases.~~
- ~~• Any invoices that do not reference a valid Purchase Order must receive a waiver of the requisition requirement from the County Judge before the invoice can be approved and processed. All requests for waiver must be accompanied by a written statement from the Department Head, Appointed Official, or Elected Official describing the reason for the deviation from the policy.~~

~~4. **PROCUREMENT CARDS (P-cards):** Every procurement card issued is linked under one account by the P-Card vendor. **A delay in getting the proper documentation from one cardholder could result in the suspension of card privileges for the entire County.**~~

~~The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 days of receipt of statement.~~

- ~~a) All receipts must be detailed to show items purchased.~~
- ~~b) Cardholders are responsible to resolve discrepancies with the P-Card vendor.~~
- ~~c) Cardholder must not allow vendors to charge tax on P-Card transactions. Cardholder may be responsible for reimbursing the County for sales tax charged if tax is not credited back to the card by the next billing cycle.~~
- ~~d) Cardholder is responsible to verify budget funds are available before the purchase is made.~~
- ~~e) Backup documentation is required for travel/training charges. Charges for non-employees are strictly prohibited.~~

- ~~f) If a receipt is lost then a signed affidavit attesting to the items purchased must be received in lieu of the receipt.~~
- ~~g) Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.~~
- ~~h)~~

~~Suspension of card privileges may be recommended for any cardholder who repeatedly does not follow proper procedures regarding documentation and timeliness for their P-card purchases.~~

## **VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES**

1. The following definitions apply to the Accounts Payable section of this order.

- a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
- b) Day travel -travel **outside** the county that does not include an overnight stay.
- c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
- d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
- e) Official county business -business that relates directly to a person's work function and directly benefits the county.
- f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
- g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)

2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

- a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receipt by the Department all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.
- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.

- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
- h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- i) ~~A copy of the PO should be submitted with the invoice to properly release encumbered funds. PO numbers should be included on the invoice from the vendor. If the PO number is indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.~~
- j) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
- k) All authorizations and account coding should be made on the invoice.
- l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- ~~m) Some suppliers require payment at the time an order is placed. Please complete a purchase requisition and send the relevant backup documentation to the Purchasing department, who will then forward the request to Accounts Payable.~~
- ~~m\*)~~ If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- ~~n)~~ Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- ~~o)~~ A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.
- ~~p)~~ Cell phone use will be reimbursed/paid according to the county cell phone policy ~~attached hereto as Addendum A.~~
- ~~q)~~ Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations. ~~.) All county meetings should be held in county facilities whenever feasible and such~~

- ~~facilities are available. If county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.~~
- r) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publically owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.

s) Transfer of funds out of the following line items will not be allowed:

- i) Training
- ii) Gasoline
- iii) Cell Phones

t) Transfer of funds into any of the above line items may be allowed.

u) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

- i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, 1102, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda quarterly for Commissioners Court approval/review.
- ii. Fringe Benefits

v) The County Budget Officer has the authority to approve a Line Item Transfer from Merit Pay to Salaries in compliance with the Compensation Policy.

## VII. COUNTY VEHICLES

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

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs
- b) One Chief and three Captains in the Corrections Division of the Sheriff's Office
- c) Each Constable and Deputy Constables
- d) Investigators in the District Attorney and County Attorneys offices

- e) Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioners Court
- f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
- g) The Hazardous Materials Chief and Assistant Haz-Mat Chief
- h) The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
- i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
- j) The MOT Director and all on call MOT counselors
- k) The Manager of Emergency Management and the Assistant Manager of Emergency Management

***The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.***

**Sheriff's Office**

S. Zion  
S. Shanks  
D. Garrett  
J. Hicks

**Constable Office Pct. 2**

S. Holt

***County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.***

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

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and the Budget Officer.

3. All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioner's Court on a quarterly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

|

**VIII. COMMISSIONER'S COURT**

This order designates the Commissioner's Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2016/2017 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the day of September, 2016.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioner's Court.

Attest:

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

\_\_\_\_\_  
Nancy E. Rister, County Clerk



**The Following Addendums are included fully in the Budget Order as approved by the court:**

### **Cell Phone Policy**

#### **Williamson County Cell Phone Policy**

##### **Policy**

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

##### **Procedures for the Stipend Policy**

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

\$20.00 Per Month – (\$10.00 per pmt)  
\$30.00 Per Month – (\$15.00 per pmt)  
\$40.00 Per Month – (\$20.00 per pmt)  
\$50.00 Per Month – (\$25.00 per pmt)  
\$60.00 Per Month – (\$30.00 per pmt)  
\$70.00 Per Month – (\$35.00 per pmt)  
\$80.00 Per Month – (\$40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year) The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the

|

employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

|

DRAFT

# Non-Reimbursable Expense

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

**Personal Purchases** – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

**Meals/Food/Drink:**

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

**Travel:**

- Airport parking above the most affordable rate available (currently \$7 at ABIA)
- Valet service (if self-parking is an option) or
- Sales tax on hotel parking
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

**Miscellaneous**

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Recruitment items
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding \$2 per item.

**Commissioners Court - Regular Session****35.****Meeting Date:** 08/09/2016

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**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 07/13/2016

**Reviewed By**

Rebecca Clemons

**Date**

07/13/2016 03:39 PM

Started On: 07/11/2016 01:55 PM

**Commissioners Court - Regular Session****36.****Meeting Date:** 08/09/2016

1601-045 Bill Pickett Trail Chnage Order No 2

**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. 2 in the amount of \$3,305.00 for Bill Pickett Trail (East Williamson County Event Center Access Road), a Road Bond Project in Commissioner Pct. 4.

**Background**

This Change Order adds a new contract item to change the Type C surface asphalt to Type D. The difference in price is a \$3.00 per ton reduction and a cost savings to the County. This Change Order adds additional quantity of asphalt for the school driveway to account for a 4" thickness rather than the 2" thickness shown in the plans. This Change Order also adds 30 days of contract time and one (1) additional month of barricades, due to delays associated in acquiring Right of Way. The parcels on the north end of the project were to be acquired by June 1, 2016. The actual Right of Entry for construction to begin was not received until June 15, 2016. The earthwork subcontractor needed two weeks to remobilize equipment.

---

**Fiscal Impact**

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

**Attachments**1601-045 Bill Pickett Trail CO No 2

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 09:20 AM

Started On: 08/03/2016 01:28 PM

Received

JUL 26 2016

HNTB Corporation  
Round Rock

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Received

AUG 03 2016

HNTB Corporation  
Round Rock

RECEIVED

JUL 27 2016

BY: PSI

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: 3H, 1A, 6B (3 Max. - In order of importance - Primary first)

Project: 1601-045

Roadway: Bill Pickett Trail

CSJ Number: \_\_\_\_\_

## 5. Describe the work being revised:

**3H: County Convenience. Cost savings opportunity discovered during construction.** This Change Order adds a new contract item to change the Type C SAC A PG 76-22 surface asphalt to Type D SAC B PG 70-22 surface asphalt which provides a cost savings to the County. **1A: Design Error or Omission. Incorrect PS&E.** This Change Order adds asphalt quantity for the school driveway to account for a 4" thickness rather than 2" inadvertently included in the plans. **6B: Untimely ROW/Utilities. Right of Way not clear (County responsible for ROW).** Thirty days are being added for delays associated in acquiring Right of Way.

6. Work to be performed in accordance with Items: 300, 340, 341, 502, 585
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).

<p><i>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.</i></p>	<p><b>The following information must be provided</b></p>
<p>THE CONTRACTOR <u>[Signature]</u> Date <u>7/26/16</u></p> <p>By _____</p> <p>Typed/Printed Name <u>DARREN OKRUTZIK</u></p> <p>Typed/Printed Title <u>SE. V.P.</u></p>	<p>Time Ext. #: <u>1</u> Days added on this CO: <u>30</u></p> <p>Amount added by this change order: <u>\$3,305.00</u></p>

## RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/27/16  
Project Manager Date

N/A  
Design Engineer Date

[Signature] 7/28/2016  
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:** 2

**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
0341-6021	D-GR HMA TY C SAC-A PG 76-22	TON	\$82.00	4,077.00	\$334,314.00	(4,077.00)	0.00	\$0.00	(\$334,314.00)
0341-6042	D-GR HMA TY D SAC-B PG 70-22	TON	\$79.00	0.00	\$0.00	4,261.00	4,261.00	\$336,619.00	\$336,619.00
0502-6001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	\$1,000.00	6.00	\$6,000.00	1.00	7.00	\$7,000.00	\$1,000.00
TOTALS					\$340,314.00			\$343,619.00	\$3,305.00

## 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. 02**

**Reason for Change**

This Change Order adds a new contract item to change the Type C (Sac-A PG 76-22) surface asphalt to Type D (Sac-B PG 70-22). The change has been approved by the project's Geotechnical Engineer and the City of Taylor. The difference in price is a \$3.00 per ton reduction and a cost savings to the County. This Change Order adds additional quantity of asphalt for the school driveway to account for a 4" thickness rather than 2" inadvertently included in the plans.

This Change Order also adds 30 days of contract time and one (1) additional month of barricades, due to delays associated in acquiring Right of Way. The parcels on the north end of the project were to be acquired by June 1, 2016. The actual Right of Entry for construction to begin was not received until June 15, 2016. The earthwork subcontractor needed two weeks to remobilize and equipment was moved in on June 30, 2016.

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

ITEM	DESCRIPTION	QTY	UNIT
0341-6042	D-GR HMA TY D SAC-B PG 70-22	4,261	TON

This Change Order results in a net increase of \$3,305.00 to the Contract amount, for an adjusted Contract total of \$3,809,352.50. The original Contract amount was \$3,806,133.30. As a result of this and all Change Orders to-date, \$3,219.20 has been added from the Contract, resulting in a 0.1% net change in the Contract cost. Thirty (30) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

## David Boone

---

**From:** Darren Okruhlik <Darren@cox-commercial.com>  
**Sent:** Tuesday, June 14, 2016 7:51 AM  
**To:** David Boone  
**Cc:** Dawn Haggard; Clayton Weber; 62811\_1601-045\_BillPickettTrail  
**Subject:** RE: 1601-045 Bill Pickett Trail Surface Hot Mix  
**Attachments:** Bill Picket Trail- Type C Mix Design Change Proposal- Austin Materials 6....pdf

Attached is Austin Material's pricing showing a \$3/tn decrease. Based on it, the following would be our CO difference.

TY C - \$82.00 / TN  
TY D - \$79.00 / TN

While we're on asphalt, it doesn't appear by the summary pages that enough tonnage was allotted for the Taylor ISD access road. From our calculations it appears only 2" were accounted for, as opposed to the full 4" shown on the typical section.

Thanks.

DARREN OKRUHLIK, P.E.  
Cox Commercial Construction  
Senior Vice President  
[darren@cox-commercial.com](mailto: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, June 13, 2016 4:24 PM  
**To:** Darren Okruhlik <[Darren@cox-commercial.com](mailto:Darren@cox-commercial.com)>  
**Cc:** Dawn Haggard <[dhaggard@HNTB.com](mailto:dhaggard@HNTB.com)>; Clayton Weber <[cweber@HNTB.com](mailto:cweber@HNTB.com)>; 62811\_1601-045\_BillPickettTrail <[62811\\_1601-045\\_BillPickettTrail@HNTB.com](mailto:62811_1601-045_BillPickettTrail@HNTB.com)>  
**Subject:** Re: 1601-045 Bill Pickett Trail Surface Hot Mix

Yes, thanks.

Sent from my iPhone

On Jun 13, 2016, at 4:16 PM, Darren Okruhlik <[Darren@cox-commercial.com](mailto:Darren@cox-commercial.com)> wrote:

There is a \$3/tn cost savings. Would you like me to send over a quote from Austin Materials?

DARREN OKRUHLIK, P.E.  
Cox Commercial Construction  
Senior Vice President  
[darren@cox-commercial.com](mailto: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:** Wednesday, June 8, 2016 9:51 AM  
**To:** Darren Okruhlik <Darren@cox-commercial.com>  
**Cc:** Dawn Haggard <dhaggard@HNTB.com>; Clayton Weber <cweber@HNTB.com>; 62811\_1601-045\_BillPickettTrail <62811\_1601-045\_BillPickettTrail@HNTB.com>  
**Subject:** 1601-045 Bill Pickett Trail Surface Hot Mix

Darren,

The surface mix for the project is a Type C PG 76-22 with a Class A aggregate, which is overdesign for a low volume road. Is there a possibility we could use a virgin Type D PG 70-22 with CL B aggregate at a potential cost savings?

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

**HNTB CORPORATION**  
101 East Old Settler's Blvd. Ste. 100, Round Rock, TX 78664 | www.hntb.com

 **100+ YEARS OF INFRASTRUCTURE SOLUTIONS**

<image001.png> <image002.png> <image003.png> <image004.jpg>

---

*This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.*

---

*This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.*

SCHOOL DRIVEWAY

$$83 + 116 = 199$$

$$1 + 48 - 11 + 94$$

1026

$$\times 15$$

$$171054 \times 448 \text{ LBS/54 (4")}$$

383 TONS TOTAL

$$- 184 \text{ TONS} =$$

$$\$14,536.00 \quad (@ \text{ REVISED PRICE FOR D-MIX})$$

$$\text{BASE} = \$3,840.00$$



# AUSTIN MATERIALS

9020 North Capital of Texas Hwy  
Bldg. II, Suite 250  
Austin, Texas 78759  
Office 512-251-3713  
Fax 512-251-3709

<b>To:</b>	Cox Commercial Construction	<b>Contact:</b>	DARREN OKRUHLIK
<b>Address:</b>	1901 Ranch Road 620 N, Suite 104 Austin, TX 78734	<b>Phone:</b>	512-222-1114
		<b>Fax:</b>	512-266-7222
<b>Project Name:</b>	WILLIAMSON CO.- BILL PICKETT TRAIL	<b>Bid Number:</b>	2647
<b>Project Location:</b>	Adjacent To Northpark Blvd, Taylor, TX	<b>Bid Date:</b>	3/16/2016
<b>Addendum #:</b>	#1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
16 - BB	D-GR HMA TY-C SAC-A PG76-22	-4,077.00	TON	\$80.00	(\$326,160.00)
16- ALT	D-GR HMA TY-D SAC-B PG70-22	4,077.00	TON	\$77.00	\$313,929.00

**Total Bid Price: (\$12,231.00)**

**Notes:**

- Acceptance Terms: Issuance of a Project Change order

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Austin Materials**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Andrew Warner  
(512) 251-3713 andrew.warner@austinmaterials.com





## REQUEST FOR INFORMATION FORM

RFI NO.: 6

DATE: 6/15/2016

PROJECT: 1601-045 Bill Pickett Trail

RESPONSE REQUESTED BY

DATE: 6/20/2016

TO: Ryan Bell (K-Friese); John Landwermyer (Arias)

REFERENCE: Surface Hot mix.

### PROBLEM:

The plans call for a Type C PG 76-22 SAC-A for the riding surface. This is a stiff mix for heavy traffic. The County typically uses Type C PG 70-22 SAC-B for lower volume roads. Is it feasible to reduce the PG and SAC rating for the surface mix. The geotechnical report specifies a Type "C" or "D" as a riding surface. Is it agreeable that the mixture can be changed to a Type "D" PG 70-22 SAC B. Request that the geotechnical engineer comment and approve if acceptable.

### RECOMMENDED SOLUTION:

Use Type D PG 70-22 SAC B as a surface mix.

David Boone - HNTB

Originator

Supervisor

341 6042	D - GR HMA TY - D SAC - B PG70 - 22	TON	29,640.000	72.08142	656,995.400	76.96694	50
----------	--	-----	------------	----------	-------------	----------	----

## Special Provision 002—WC1

### Right Of Way Important Notice to Contractors



The Contractor's attention is directed to the fact that there may be some outstanding right of way acquisitions as of January 2016 required for the construction of this project. The County anticipates that these acquisitions will be completed as shown.

For the Contractor's information, the following is a list of all tracts of right of way required for the construction of the project. The Contractor is invited to review the outstanding acquisitions with the Engineer assigned to this project and listed in the "notice to Contractors." An extension of work time may be granted, as necessary, for delays caused by interference with acquisitions beyond the estimated dates of clearance.

The following right of way tracts are to be acquired as shown. The approximate location is based on the project centerline/baseline stationing.

PARCEL	OWNER	RT/LT OF CL	APPROX. LOCATION	ESTIMATED DATE OF ACQUISITION
3	Taylor Independent School District	RT/LT	From Sta. 26+53.58 to Sta. 32+07.39	April 1, 2016
5	William B. Bohls, Stephen F. Bohls	LT	From Sta. 57+40.22 to Sta. 59+38.25	March 1, 2016
6	Gregory R. Brinkmeyer, Vicki Lynn Brinkmeyer	LT	From Sta. 59+34.02 to Sta. 70+23.69	June 1, 2016
7	James E. Wolbrueck, David J. Wolbrueck, Susan J. Wolbrueck	RT	From Sta. 59+34.02 to Sta. 71+82.91	June 1, 2016

## David Boone

---

**From:** Christen Eschberger  
**Sent:** Wednesday, June 15, 2016 4:14 PM  
**To:** Clayton Weber; David Boone  
**Cc:** Dawn Haggard; Maria Castanon; 62811\_1601-045\_BillPickettTrail  
**Subject:** FW: Signed Wolbrueck Contract and Signed ROE  
**Attachments:** Right of Entry Authorization for Williamson County - Signed.pdf; Real Estate Contract - Wolbrueck, signed by Susan.pdf; Real Estate Contract - Wolbrueck, needs Susan's signature.pdf

**Importance:** High

ROE has been received from the Wolbruecks. Please notify the contractor that they may proceed with construction on the north end. All ROW has now been acquired for the project.

---

**From:** Ted Hejl [<mailto:ted@hejllawfirm.com>]  
**Sent:** Wednesday, June 15, 2016 2:29 PM  
**To:** Isaac Turner  
**Cc:** Noel Bernal; Mark Schroeder; Charlie Crossfield; Don Childs; Christen Eschberger; Joe England  
**Subject:** Signed Wolbrueck Contract and Signed ROE

Attached is the signed Wolbrueck contracts and the ROE for the Pickett Project. I am setting a closing date and time. The Brinkmeyer purchase is closing Friday at 11:00 am. Ted

Date 6-30-16 Thurs.

Problems and Unusual Conditions:

Work Delayed and Reason:

RANGER STARTED BACK TO WORK BUT ARE LIMITED DUE TO MANPOWER AND LACK OF EQUIPMENT.

Utility Relocation Work or Conflicts:

Directions Received or Given:

Narrative Description:

COX: FINISHED OUT CULVERT # 2

RANGER: EXCAV./EMBANK. AT NORTH END.

Names of Project Visitors:

DBE/EEO/OJT Information:

Signature

 Besser HWHS

**Commissioners Court - Regular Session****37.****Meeting Date:** 08/09/2016

PEC Easement

**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 Electric Utility Easement to PEC regarding Pole Relocation at Champion's Park.

**Background**

---

**Fiscal Impact**

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

**Attachments**PEC Easement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 11:08 AM

Started On: 08/04/2016 10:52 AM

## **ELECTRIC UTILITY EASEMENT**

**THE STATE OF TEXAS**

§

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

§

**THAT** Williamson County, Texas, acting by and through its County Judge, hereinafter referred to as "Grantor" for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PERDENALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto PERDENALES ELECTRIC COOPERATIVE, INC. an easement and right-of-way for an above ground electric distribution system, consisting of a variable number of suspended cables and all necessary or desirable appurtenances (including poles, conduits, primary cables, secondary conductors and ground rods underground and concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightening arrestors above ground) at or near the location and along the general course now located and staked out by the Perdenales Electric Cooperative, Inc., through and across the following described lands located in Williamson County, Texas, to wit:

Being (i) Tract One: a 0.0063 of one acre tract of land described by metes and bounds on Exhibit A attached and made a part hereof and (ii) Tract Two: a 0.0011 of one acre tract of land described by metes and bounds on Exhibit B attached and made a part hereof.

Together with the ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, patrolling, operating, maintaining, and removing said cables and appurtenances; the right to place new or additional cable or cables on said system and to change the sizes thereof; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances; the right to place temporary structures for use in construction or repairing said system.

Grantor warrants that Grantor is the owner of said property and has a right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto the Perdenales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the above-described easement and rights unto Perdenales Electric Cooperative, Inc. its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our signatures to the above document on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

Williamson County, Texas

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

Dan A. Gattis, County Judge

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me the undersigned authority on this day personally appeared Dan A. Gattis, County Judge of Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Williamson County, Texas, and for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public for Texas



EXHIBIT "A"

(Utility Easement)  
John H. Dillard Survey, Abstract No. 179

**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0063 ACRE (274 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0063 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:**



PO Box 90876  
Austin, TX 78709  
512.537.2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

**COMMENCING**, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract;

**THENCE**, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N72°55'04"E, a distance of 144.93 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, the following two (2) courses and distances:


- 1) **N72°55'04"E**, a distance of **7.57** feet to a 60D nail found for an angle point hereof, and
- 2) **N61°31'08"E**, a distance of **2.48** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 291.67 feet;

**THENCE**, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said Williamson County tract, the following three (3) courses and distances:

- 1) **S17°04'56"E**, a distance of **27.80** feet to a calculated point for the southeast corner hereof,
- 2) **S72°55'04"W**, a distance of **10.00** feet to a calculated point for the southwest corner hereof, and
- 3) **N17°04'56"W**, a distance of **27.31** feet to the **POINT OF BEGINNING**, and containing 0.0063 Acre (274 Square Feet) more or less.

**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Power Pole Easement 1.dwg)

  
Jason Ward, RPLS #5811  
4Ward Land Surveying, LLC

8/3/16



**JOHN H.  
DILLARD  
SURVEY  
ABSTRACT  
NO. 179**

**P.O.B.**

GRID N: 10,159,459.76  
GRID E: 3,107,519.81

**BRUSHY CREEK ROAD  
(R.O.W. VARIES)**

(S72°56'08"W 152.53')  
(S72°55'04"W 152.50')  
144.93'

N17°04'56"W  
27.31'

S17°04'56"E  
27.80'

**UTILITY EASEMENT**  
0.0063 ACRE(S)  
274 SQUARE FEET

**P.O.C.**

GRID N: 10,159,417.20  
GRID E: 3,107,381.30

-CHAMPION PARK-  
CALLED 32.703 ACRES  
(DESCRIBED AS EXHIBIT "A")  
WILLIAMSON COUNTY  
DOC. NO. 2011066293  
O.P.R.W.C.T.

8/3/2016



**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	N72°55'04"E	7.57'
L2	N61°31'08"E	2.48'
L3	S72°55'04"W	10.00'

**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**LEGEND**

	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	60D NAIL FOUND
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011066293

**0.0063 ACRE  
UTILITY EASEMENT  
City of Cedar Park,  
Williamson County,  
Texas**

**4WARD**  
Land Surveying  
A Limited Liability Company

PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date: 8/3/2016  
Project: 00324  
Scale: 1" = 40'  
Reviewer: JSW  
Tech: CC  
Field Crew: JCR/KDL  
Survey Date: JULY 2014  
Sheet: 1 OF 1



EXHIBIT "B "

(Utility Easement)  
John H. Dillard Survey, Abstract No. 179

**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0011 ACRE (50 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0011 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:**



PO Box 90876  
Austin, TX 78709  
512.537.2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

**COMMENCING**, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract;

**THENCE**, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of 117.94 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

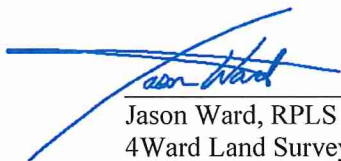
**THENCE**, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of **10.00** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 166.22 feet;

**THENCE**, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said Williamson County tract, the following three (3) courses and distances:

- 1) **S28°34'00"E**, a distance of **5.00** feet to a calculated point for the southeast corner hereof,
- 2) **S61°26'00"W**, a distance of **10.00** feet to a calculated point for the southwest corner hereof, and
- 3) **N28°34'00"W**, a distance of **5.00** feet to the **POINT OF BEGINNING**, and containing 0.0011 Acre (50 Square Feet) more or less.

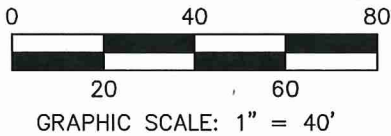
**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Power Pole Easement 2.dwg)

  
Jason Ward, RPLS #5811  
4Ward Land Surveying, LLC

8/3/16





**BRUSHY CREEK ROAD  
(R.O.W. VARIES)**

**P.O.B.**

GRID N: 10,159,518.21  
GRID E: 3,107,630.70

(N61°30'01"E 294.10')  
N61°31'08"E 294.15'  
166.22'

L2  
L1  
L3  
L4

**UTILITY EASEMENT**  
0.0011 ACRE(S)  
50 SQUARE FEET

**P.O.C.**

GRID N: 10,159,461.99  
GRID E: 3,107,527.05

-CHAMPION PARK-  
CALLED 32.703 ACRES  
(DESCRIBED AS EXHIBIT "A")  
WILLIAMSON COUNTY  
DOC. NO. 2011066293  
O.P.R.W.C.T.

*Jason Ward*  
8/3/2016



**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	N61°26'00"E	10.00'
L2	S28°34'00"E	5.00'
L3	S61°26'00"W	10.00'
L4	N28°34'00"W	5.00'

**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**LEGEND**

	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	60D NAIL FOUND
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011066293

**0.0011 ACRE  
UTILITY EASEMENT  
City of Cedar Park,  
Williamson County,  
Texas**



PO Box 90876, Austin Texas 78709  
WWW.4WARDLS.COM (512) 537-2384  
TBPLS FIRM #10174300

Date:	8/3/2016
Project:	00324
Scale:	1" = 40'
Reviewer:	JSW
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

**Commissioners Court - Regular Session****38.****Meeting Date:** 08/09/2016

TXDOT Resolution- SH 29 at DB Wood

**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 a Resolution regarding a TXDOT AFA for SH 29 at DB Wood Rd.

**Background**

---

**Fiscal Impact**

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

**Attachments**SH 29 Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 11:08 AM

Started On: 08/04/2016 11:05 AM

**STATE OF TEXAS**

**\***

**THE COMMISSIONERS COURT  
OF**

**COUNTY OF WILLIAMSON**

**\***

**WILLIAMSON COUNTY, TEXAS**

***KNOW ALL MEN BY THESE PRESENT that on this, the 9th day of August 2016, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.***

**RESOLUTION:**

WHEREAS, An Agreement to Contribute Right of Way Funds with TXDOT to make certain highway improvements on SH 29 West of DB Wood to East of DB Wood which would benefit the citizens of Williamson County.

***Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.***

***RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2016.***

\_\_\_\_\_  
***Dan A. Gattis, County Judge***

***Attest:***

\_\_\_\_\_  
***Nancy E. Rister, County Clerk***

**Commissioners Court - Regular Session****39.****Meeting Date:** 08/09/2016

TXDOT AFA- SH 29

**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 a Local Transportation Project Advance Funding Agreement for a On- System Widening of a Non-Freeway (Divided Highway) regarding SH 29 from W. of DB Wood Rd. to E. of DB Wood Rd.

**Background**

---

**Fiscal Impact**

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

**Attachments**TXDOT AFA- SH 29

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 11:08 AM

Started On: 08/04/2016 11:06 AM

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT**

**For A**

**On-System Widening of a Non-Freeway (Divided Highway)**

**THIS Local Project Advance Funding Agreement (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114264 that provides for the development of, and funding for, the Project described herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, 20\_\_\_\_, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**1. Period of the Agreement**

The period of this LPAFA is as stated in the Master Agreement, without exception.

**2. Termination of this LPAFA**

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

**3. Amendments**

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.



**4. Scope of Work**

The scope of work for this LPAFA is described as preparation for reconstruction of an existing four lane roadway with a center left turn lane to a four-lane roadway with a raised median and turn lanes.

**5. Right of Way and Real Property**

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

**6. Utilities**

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

**7. Environmental Assessment and Mitigation**

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**8. Compliance with Texas Accessibility Standards and ADA**

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

**9. Architectural and Engineering Services**

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The State is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

**10. Construction Responsibilities**

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

**11. Project Maintenance**

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

**12. Local Project Sources and Uses of Funds**

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway

Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local

Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

### **13. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

### **14. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

### **15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the

State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

#### 16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

#### 17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

#### 18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge Williamson County 710 Main Street Georgetown, Texas 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 19. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.

- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## **20. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.

- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses

and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## **22. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

## **23. Non-Discrimination Provisions**

- A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- B. Disability:
  - a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
  - b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.
- D. Race, Creed, Color, National Origin, or Sex:

- a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
- b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
- d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).
- E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.
- F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

#### **24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.



CSJ #0337-01-043  
District #14-AUS  
Code Chart 64 #50246  
Project: SH 29 W of DB Wood Rd  
to E of DB Wood Rd  
Federal Highway Administration  
CFDA Title: Highway Planning & Construction  
CFDA No.: 20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Dan A. Gattis

\_\_\_\_\_  
Typed or Printed Name

Williamson County Judge

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart

Director of Contract Services

Texas Department of Transportation

\_\_\_\_\_  
Date

CSJ #0337-01-043  
District #14-AUS  
Code Chart 64 #50246  
Project: SH 29 W of DB Wood Rd  
to E of DB Wood Rd  
Federal Highway Administration  
CFDA Title: Highway Planning & Construction  
CFDA No.: 20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**

CSJ # 0337-01-043  
District # 14 - AUS  
Code Chart 64 #50246  
Project: SH 29 W of Deep Wood  
Road To E of Deep Wood  
Road  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT B**  
**PROJECT LOCATION MAP**



## ATTACHMENT C

### PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Costs will be allocated based on Local Government project funding and State participation in the form of contributing direct and indirect cost. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government):	\$750,000	0%	\$0	0%	\$0	100%	\$750,000
Environmental (by Local Government):	\$350,000	0%	\$0	0%	\$0	100%	\$350,000
Utilities (by Local Government):	\$1,300,000	0%	\$0	0%	\$0	100%	\$1,300,000
Right of Way (by Local Government):	\$2,500,000	0%	\$0	0%	\$0	100%	\$2,500,000
Subtotal	\$4,900,000	\$0				\$4,900,000	
Engineering Direct State Costs	\$78,155	0%	\$0	100%	\$78,155	0%	\$0
Environmental Direct State Costs	\$78,155	0%	\$0	100%	\$78,155	0%	\$0
Utilities Direct State Costs	\$78,155	0%	\$0	100%	\$78,155	0%	\$0
Right of Way Direct State Costs	\$78,155	0%	\$0	100%	\$78,155	0%	\$0
Indirect State Costs (6.38%)	\$312,620	0%	\$0	100%	\$312,620	0%	\$0
Subtotal	\$625,240	\$0		\$625,240		\$0	
<b>TOTAL</b>	<b>\$5,525,240</b>	<b>\$0</b>		<b>\$625,240</b>		<b>\$4,900,000</b>	

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Total payment by the Local Government to the State: \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**Commissioners Court - Regular Session****40.****Meeting Date:** 08/09/2016

Bracewell Eng Endg Species

**Submitted For:** Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bracewell to represent Williamson County as additional co-counsel to the Texas Public Policy Foundation's Center for the American Future in federal district court litigation to seek de-listing of the Bone Cave Harvestman from the Endangered Species Act and related claims ( Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division); and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and authorize the County Judge to execute an engagement agreement and conflict of interest waiver relating to such representation.

**Background**

---

**Fiscal Impact**

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

**Attachments**Bracewell Engagement LetterTerms of Eng

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/03/2016

**Reviewed By**

Wendy Coco

**Date**

08/03/2016 04:52 PM

Started On: 08/03/2016 03:46 PM

August 1, 2016

The Honorable Dan A. Gattis  
County Judge  
Williamson County, Texas  
710 S. Main Street, Suite 101  
Georgetown, TX 78726

Re: Engagement Letter – Williamson County, Bone Cave Harvestman ESA  
Listing

Dear Judge Gattis:

Thank you for engaging us to represent Williamson County ("Client") in connection with the matter described below. We appreciate the confidence you have shown in Bracewell LLP ("Bracewell" or "Firm") and look forward to this opportunity to represent your interests. This relates to the existing representation of Williamson County by the Texas Public Policy Foundation's (Foundation) Center for the American Future. With your approval and execution of this Engagement Letter, Bracewell joins the Foundation as co-counsel.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by Bracewell subject to the conditions described in this letter.

Scope of Engagement

Bracewell will represent Client in connection with the lawsuit to delist the Bone Cave Harvestman from the Endangered Species Act. This letter, and Bracewell's Standard Terms of Engagement, govern all projects and engagements for Client.

This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

August 1, 2016

Page 2

## Fees, Expenses and Billing

Bracewell has agreed to waive all fees for attorney or other Bracewell professional time incurred in connection with this engagement. However, per your agreement with the Texas Public Policy Foundation ("the Foundation"), the Foundation will be responsible for expenses incurred by the Firm on your behalf. Bracewell will not be responsible for any costs incurred pursuant to this representation.

An invoice identifying work performed on Client's behalf and any expenses that may be due will be submitted to the Foundation on a periodic basis, generally monthly. I will be happy to provide current professional billing rates if required to determine the value of the time spent by Firm professionals working on this engagement on your behalf.

## Conflicts of Interest: Applicable Standard

For purposes of evaluating conflicts of interests, you acknowledge that Bracewell relies upon the Texas Disciplinary Rules of Professional Conduct. Bracewell may represent other clients that may be adverse to your interests in substantially unrelated matters, and it may represent other clients within the same industry.

## Alternative Dispute Resolution

Disputes arising under or pertaining to this engagement shall be resolved, if possible, by a non-binding mediation conducted by a mutually acceptable mediator at a location that is acceptable to client and Bracewell. The mediation process may be initiated by a written request with a list of acceptable mediators and site for the proceeding. In the event that mediation is not successful, the parties agree to resolve their dispute by arbitration conducted according to the rules of the American Arbitration Association for non-administered proceedings or an authorized fee arbitration program.

## Joint Representation

Bracewell and the Foundation will also continue to represent John Yearwood in this matter. As we have discussed, each of you could choose to be represented by separate counsel in this matter. You have advised us that, due to cost considerations and possible strategic advantages, you prefer that the firm represent you jointly. We have discussed, and you understand, the possible risks of joint representation, including our ability to zealously represent both of you, our ability to negotiate effectively on behalf of each of you, the limitation on our ability to represent one of you in a dispute against the other, the possible loss of attorney client privileges, the possible effect on your willingness to disclose confidences to us that may be shared within the client group. You are aware that, in agreeing

August 1, 2016

Page 3

to represent you jointly, we are relying on your representation that your interests are aligned and you agree on all material issues concerning this matter.

You acknowledge and agree that, in spite of your current agreement on all material issues, you each have other interests that could give rise to a conflict of interest among the members of the client group. You further agree that, in the event a conflict of interest arises, we may withdraw from the representation of one or more of you, in order to resolve the conflict. You agree that, in the event of our withdrawal from one or more of you, we may continue to represent other members of the client group, even if, as a result of such withdrawal, we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter. You agree that you will not use our representation of any of you in this engagement, or any conflict arising from the joint representation in this engagement, as the basis for a claim to disqualify us as counsel to other members of the group.

As we have discussed, one of the necessary consequences of this joint representation is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communications between the firm and any or all of you relating to this matter will be treated as confidential and will not be disclosed outside the client group without your informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. You also acknowledge and agree that whatever relevant or material communications or information we receive concerning this matter, including communications from any one of you, will be shared with each of you as we consider appropriate. You further acknowledge and agree that in the event a dispute arises between or among one or more of you, and you are no longer represented by us in this matter, we may nevertheless use confidential information we have concerning this matter to the advantage of those we continue to represent in any subsequent proceeding or negotiation relating to this matter.

Any of you may withdraw from the joint representation at any time for any reason, upon written notice to the firm and each other client. You acknowledge and agree that you (1) will remain responsible for your share of the firm's fees and expenses incurred to the date that notice of withdrawal is received by the firm; (2) you will be responsible for retaining and paying for separate legal representation; and (3) we may continue to represent the others in the client group, consistent with the other provisions of this letter, even if we take positions adverse to your interests in any subsequent proceeding or negotiation relating to this matter.

## Conclusion

You are encouraged to discuss the terms of this engagement letter with your in-house counsel and independent counsel of your choice. Please call me if you wish to discuss any aspect of this engagement.



# BRACEWELL

August 1, 2016

Page 4

If this Engagement Letter and the Terms of Engagement are acceptable, please sign the enclosed copy and return it to me.

Thank you again for the opportunity to represent you in this matter.

Attachments

AGREED AND ACCEPTED:

Williamson County, Texas

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

Its: \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
**Judge Dan Gattis**

Very truly yours,

Bracewell LLP

A handwritten signature in cursive script, appearing to read "Chad P. Ennis", followed by a long horizontal flourish.

Chad P. Ennis  
Senior Counsel

**BRACEWELL LLP**  
**TERMS OF ENGAGEMENT**

**Introduction**

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

**Client of the Firm**

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter.

**Our Relationship with Others and Conflicts of Interest**

Conflict of Interest is a concern for Bracewell and its clients. We attempt to identify actual and potential conflicts at the outset of each engagement. Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

If a Conflict of Interest unrelated to this engagement develops between you and another client of Bracewell, you consent to the firm's adverse representation in the unrelated matter.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

**Staffing the Project**

In most cases, one attorney will be your primary contact. In order to provide you with the expertise of our firm, and to provide services on a cost effective basis, that attorney will delegate parts of your work to other lawyers, paralegals and professionals.

## Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

## Matters Involving e-Discovery

Many matters require the handling or production of electronically stored information ("ESI"). In litigation, the rules of civil procedure in federal court, as well as in many other jurisdictions, address the gathering and production of ESI ("e-Discovery"). Failure to comply with the rules governing e-Discovery can subject Client and the Firm to possible discovery sanctions. The Firm has developed an e-Practice Department (the "e-Department") to assist the Firm's clients in litigation matters that involve e-Discovery issues. The e-Department head, a lawyer who specializes in e-Discovery matters ("e-Practice Counsel"), and the e-Practice Project Managers will assist Client in handling e-Discovery projects that may arise in connection with the Firm's representation of Client.

The Firm has identified a number of preferred e-Discovery providers that it can recommend to Client ("Outside Vendors"). Client will make the ultimate decision on which Outside Vendor to retain on a matter. Client will contract directly with and will be invoiced by the Outside Vendor for e-Discovery services. In most cases, the Outside Vendor will handle the collection,

processing, hosting, and production of Client's ESI. The Firm's e-Department professionals will serve as a liaison between Client, the Outside Vendor and the Firm's attorneys throughout the process, and the Firm will bill the Client for that time. Unless other arrangements are made between the Firm and Client, the Firm's lawyers will handle the review of Client's ESI before production.

Certain matters involving less than 5GB of ESI can be handled by the Firm internally, rather than by an Outside Vendor. In such matters, and upon prior agreement between Client and the Firm, an Outside Vendor will collect the Client's ESI and deliver to the Firm for processing, hosting, review and production. Client will contract directly with the provider for the collection of the ESI. The Firm will charge the client from \$150 to \$250 per GB for processing, depending on the format of the data, and from \$20 to \$40 per GB per month for hosting/storage, depending on the volume of the data.

It is anticipated that the Firm's e-Department professionals will assist Client in both e-Discovery matters handled by Outside Vendors and those handled by the Firm internally. The Firm will bill Client for the time of these professionals.

The hourly rate of the Firm's e-Practice Counsel is \$450 per hour. The range of hourly rates for the Firm's e-Practice Project Managers is \$225 - \$300 per hour. The hourly billing rates of the Firm's e-Department professionals are set, reviewed and adjusted by Bracewell on an annual basis and will appear on the periodic invoice provided for this engagement.

#### Interest on Past Due Accounts

If Client fails to pay any invoice when due, the past due amount shall accrue interest at the rate of six percent (6%) per annum, beginning on the date due until paid in full. Such interest shall be calculated based upon a year of 365/366 days (as applicable) for the actual number of days the invoice has been outstanding beyond the due date, and shall be compounded monthly. Such interest shall be payable upon demand and will be invoiced separately. The total interest due on past due invoices is available upon inquiry.

#### Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

#### Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell, or 120 days after the date of Bracewell's last substantive legal service billed to Client's account, whichever may first occur.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

#### Disposition and Retention of Materials

Bracewell has adopted and implemented an information governance and records management program including a comprehensive policy and records retention schedule. At the close of any matter Bracewell may return Client documents and property, send them to a storage facility for a limited time, or have them destroyed according to our records retention schedule. At Client's request, Client documents and property will be returned to you upon receipt of payment for outstanding fees and costs. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files. Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement.

You agree that Bracewell owns and retains its own files, inclusive of related electronically stored information, pertaining to the engagement. You will not have the right or ability to require us to deliver such files (or copies thereof) to you. Examples of Bracewell files are: firm administrative materials, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work

product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

#### Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at [www.texasbar.com](http://www.texasbar.com) or [www.txethics.org](http://www.txethics.org)) will govern all issues of legal ethics and professionalism.

#### Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

#### Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

#### Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

### In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel or Managing Partner.

**Commissioners Court - Regular Session****41.****Meeting Date:** 08/09/2016

surplus

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on an Application for Eligibility to receive federal surplus property.

**Background**

This is a renewal of eligibility, required every three years, and not a commitment to actually receive any surplus property.

---

**Fiscal Impact**

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

**Attachments**

[form.surplus](#)

---

**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/03/2016

**Reviewed By**

Rebecca Clemons

**Date**

08/03/2016 09:37 AM

Started On: 08/03/2016 08:31 AM



TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)  
P.O. Box 13047, Austin, Texas 78711  
TEL: (512) 463-2688 - FAX: (512) 236-6173  
EMAIL: [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)  
[www.tfc.state.tx.us/fsp](http://www.tfc.state.tx.us/fsp)

## APPLICATION FOR ELIGIBILITY

### INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 101-44.207)

*See pages 7-11 for list of required supporting documentation that must be submitted with application.*

**All donees\* must reapply every three (3) years. To reapply, a donee must submit a completed Application for Eligibility along with all required supporting documentation.** (\*donee = the applicant organization)

#### **Instructions for completing page 2:**

**SECTION I:** Provide the full legal name of your organization and Federal Employer ID#. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service, including the nine-digit Zip Code. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number, fax number (if available) and an email address (required). **E-mail addresses provided will receive notices about account status and available property.**

**SECTION II:** Check the appropriate box that describes your organization. Organizations that do not fall under at least one of these categories are not eligible for the Federal Surplus program.

**SECTION III:** Check the appropriate box or boxes (check as many as apply) that indicate the type or purpose of your organization. If you are unable to determine which box to check, please contact this office for assistance. Please see pages 7-11 for an explanation of the eligibility requirements for each type of organization.

**SECTION IV:** Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a comprehensive description of all programs or services, a description of the operational facilities and/or supporting documentation regarding funding source(s). Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.

**SECTION V:** Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501(C) of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) and VFDs are not required to submit documentation for this section.

**SECTION VI:** Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. Recreational, social service, referral only, religious and counseling service programs are not eligible to participate in the program. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, and public schools) and VFDs are not required to submit additional documentation for this section.

**SECTION VII:** Provide an original, dated signature of applicant's Authorizing Official (i.e. County Judge, Mayor, City Manager, Superintendent, Fire Chief, Executive Director, CEO/President, Board Chairman, or other person with executive authority to execute legal documents for the applicant). Applications submitted by counties must be signed by the County Judge. Type or print the name and title of authorizing official on the lines provided.

**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL (512) 463-2688.**

#### **SUBMIT APPLICATION TO:**

*Applications may be emailed, faxed or mailed.*

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047, AUSTIN, TX 78711-3047  
TEL: 512-463-2688 FAX: 512-236-6173  
EMAIL: [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)

**SIGNATURE FROM AUTHORIZING OFFICIAL IS REQUIRED ON PAGES 2 - 6**

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)  
P.O. Box 13047, Austin, Texas 78711  
TEL: (512) 463-2688 - FAX: (512) 236-6173  
EMAIL: [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)  
[www.tfc.state.tx.us/fsp](http://www.tfc.state.tx.us/fsp)

## APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK WHERE APPROPRIATE

**I. ORGANIZATION NAME & INFORMATION:** *Payments must be in the name of donee or parent company.*

Williamson County 74-600098-4  
LEGAL NAME OF ORGANIZATION FEDERAL EMPLOYER ID  
710 Main Street Suite 101 Georgetown TX 78626  
STREET ADDRESS (no P.O. Boxes) CITY STATE ZIP CODE  
MAILING ADDRESS (if different from above) CITY STATE ZIP CODE  
Williamson (512) 943-1550 (512) 943-1662  
COUNTY TELEPHONE # FAX #

FISCAL YEAR END DATE: Sept. 30, 2016 EMAIL: rclemons@wilco.org

**II. APPLICANT STATUS:** *(check only one)*

- ☒ Public or Government agency (tax-supported, includes public schools) ☐ SBA 8(a) Business  
☐ Nonprofit organization

**III. TYPE OR PURPOSE OF ORGANIZATION:** *(see pages 7-11 for requirements for specific types of organizations)*

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> City   | <input type="checkbox"/> School District                    | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad        |
| <input checked="" type="checkbox"/> County                                    | <input type="checkbox"/> Elementary, Middle, or High School | <input type="checkbox"/> Emergency Services District                      |
| <input type="checkbox"/> State Agency   | <input type="checkbox"/> College or University              | <input type="checkbox"/> Provider of Assistance to the Impoverished       |
| <input type="checkbox"/> Conservation (i.e. soil, water, or utility district) | <input type="checkbox"/> Child Care Center or Preschool     | <input type="checkbox"/> Provider of Assistance to the Homeless           |
| <input type="checkbox"/> Economic Development                                 | <input type="checkbox"/> Foster Care or Adoption Services   | <input type="checkbox"/> Program Funded for Older Americans               |
| <input type="checkbox"/> Radio or TV Station                                  | <input type="checkbox"/> Residential Treatment Center       | <input type="checkbox"/> SBA 8(a) Business                                |
| <input type="checkbox"/> Library  | <input type="checkbox"/> Clinic or Hospital                 | <input type="checkbox"/> Veterans' Service Organization                   |
| <input type="checkbox"/> Museum   | <input type="checkbox"/> Other health center _____          | <input type="checkbox"/> Service Educational Activity (as defined by DOD) |
| <input type="checkbox"/> Zoo or Aquarium                                      |   | <input type="checkbox"/> Other _____                                      |

**IV. SOURCE(S) OF FUNDING:** ☒ Tax-supported ☒ Grants ☐ Contributions ☒ Other \_\_\_\_\_

**V. (For non-profit organizations only) HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986?** ☒ Yes ☐ No

**VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED?** ☒ Yes ☐ No  
IF YES, BY WHAT AUTHORITY? \_\_\_\_\_

**VII. SIGNATURE & TITLE OF AUTHORIZING OFFICIAL FOR ORGANIZATION** (ex. Mayor, County Judge, Superintendent, President, CEO, Fire Chief)

Dan A Gattis Williamson County Judge  
PRINTED NAME OF AUTHORIZING OFFICIAL TITLE

**X**  
SIGNATURE OF AUTHORIZING OFFICIAL DATE

## AUTHORIZED REPRESENTATIVES

- I. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf.
- II. All representatives listed in any prior applications or account updates will be deleted from the account.
- III. **An authorized representative must sign in the "Signature" provided space below in order to sign for the release of property.** Only representatives with a valid signature will be allowed to acquire property. All others listed below may visit our warehouse locations and will be included in email broadcasts from our office, but will not be able to sign for the release of property. E-mail addresses provided will receive notices about available property.
- IV. Valid driver's license or state issued photo identification required prior to entering state or federal facilities.
- V. **If you wish to have the Authorizing Official included as an Authorized Representative on your account, please be sure to include him/her in the list below.**

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE and EMAIL ADDRESS</u>	<u>SIGNATURE</u>
(example) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	<i>John Doe</i>
Dan Gattis	County Judge	(512) 943-1550 dgattis@wilco.org	

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

Williamson County  
NAME OF APPLICANT ORGANIZATION

Dan A. Gattis  
PRINTED NAME OF AUTHORIZING OFFICIAL

**X**  
County Judge  
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

**SUBMIT APPLICATION TO:**  
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047  
AUSTIN, TX 78711-3047  
TEL: (512) 463-2688 FAX: (512) 236-6173  
EMAIL: [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)

## NONDISCRIMINATION ASSURANCE

Williamson County  
(Legal Name of Applicant Organization)

the donee, agrees that the program for or in connection with

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION:

Williamson County

**X**

County Judge

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

### SUBMIT APPLICATION TO:

*Applications may be emailed, faxed or mailed.*

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047  
AUSTIN, TX 78711-3047  
TEL: (512) 463-2688 FAX: (512) 236-6173  
EMAIL: [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)

## DONEE CERTIFICATIONS & AGREEMENTS

**NOTE:** "State agency" = Texas Facilities Commission; "Donee" = your organization

### (a) THE DONEE CERTIFIES THAT:

- (1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/impooverished, or assistance to Veterans. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.
- (5) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.
- (4) If property is donated to a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

### (b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. For property with a unit original acquisition cost less than \$5,000, the property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.
- (3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

### (c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

### (d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
- (2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency, shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
- (4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

### (e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

### (f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

### (g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

### (h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

**X**

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

## PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the "original acquisition cost" of the item. The "original acquisition cost" is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- All property must be placed into use within the first year of possession.
- Property is considered "in use" as soon as it is ready and able to serve its intended purpose.
- For property valued at less than \$5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
- For property valued at \$5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use.
- For non-combat aircraft and vessels longer than 50 feet, the compliance period is 60 months (5 years) from the date put into use.
- Some items, such as combat aircraft and firearms, are considered "perpetual use." Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items. If a donee has a perpetual use item that is no longer needed or used, then the donee must contact TFC for return instructions. The donee may not dispose of a perpetual use item without prior, written approval from TFC.
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this Application, or at other appropriate donee-managed satellite locations (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not intended for personal use; it must be readily accessible to all donee staff.
- During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA.
- If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Donees are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page 5.

**IMPORTANT NOTE FOR SBA 8(a) APPLICANTS:** If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

**X**

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec, Dir., Superintendent)

DATE

County Judge

### SEND APPLICATIONS TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047  
AUSTIN, TX 78711-3047  
TEL: (512) 463-2688 FAX: (512) 236-6173  
EMAIL: [Federal.surplus@tfc.state.tx.us](mailto:Federal.surplus@tfc.state.tx.us)

## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us).

### **Government or Public Agency**

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety, and to provide services to homeless or impoverished persons.
2. Cities, counties, state agencies and public schools are **NOT** required to submit any additional documentation.
3. Other types of public agencies must submit proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status) and/or a narrative describing the services provided by the agency. See the other categories listed below for more details.

### **Emergency Services District**

1. Must receive dedicated tax funds in order to be eligible.
2. Required additional documentation that must be submitted with application:
  - a. Letter from the chief or president that contains information on the department, including:
    - i. number of firefighters and/or emergency services personnel;
    - ii. training schedule; and
    - iii. area(s) covered.
  - b. Proof of Public Agency Status – i.e. Election Results, Charter, Organizing Document, or Other Evidence of Approval by Proper Government Authority (i.e. Commissioners Court/City Council Meeting Minutes)

### **Volunteer Fire Department, Search & Rescue, or Emergency Medical Services**

1. In order to be eligible under this category, must be funded annually in whole or part by state, county, city or emergency services district. Approved organizations in this category must submit funding information annually.
2. Required additional documentation that must be submitted with application:
  - a. Letter from the chief or president that contains information on the department, including:
    - i. number of firefighters and/or emergency services personnel;
    - ii. training schedule; and
    - iii. area(s) covered.
  - b. Evidence that department is endorsed by **AND** receives funding from a government entity, such as the state, county, city or emergency services district. Examples: letter of endorsement from the head of the government entity (i.e. county judge, city mayor/administrator, or ESD president) or a copy of a current, signed contract.
  - c. Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - d. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

### **Conservation (includes both public agencies and non-profits)**

1. Includes soil, water, irrigation, and utility districts, and non-profit water supply corporations. Must be a public agency (i.e. city-owned) or nonprofit organization. For-profit organizations do not qualify under this category.
2. Required additional documentation that must be submitted with application:
  - a. Certificate of approval or charter from proper authority demonstrating services are provided to the public (i.e. Certificate of Convenience and Necessity from Texas Commission on Environmental Quality or Public Utility Commission, or charter/enabling legislation)
  - b. (**non-profits only**) Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. (**non-profits only**) IRS letter certifying tax-exempt status. Articles of incorporations, bylaws, or other organizing document. (*Optional*)

### **Health Organization (Public Agency)**

1. Required additional documentation that must be submitted with application:
  - a. Proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status).
  - b. Complete narrative about your agency, including:
    - i. Description of services provided;
    - ii. Number and type of patients served;
    - iii. Description of facilities, including number of beds; and
    - iv. Overview of key staff and their qualifications.

## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or [federal\\_surplus@tfc.state.tx.us](mailto:federal_surplus@tfc.state.tx.us).

### **Health Organization (Non-Profit)**

1. Includes, but not limited to, hospital, clinics, residential treatment centers, rehabilitation facilities, child care centers, and foster care and adoption agencies. In order to be eligible under this category, must be licensed, accredited or approved by nationally recognized accrediting or licensing agency (Ex. Dept. of State Health Services) or the current recipient of research grants by a recognized authority such as the National Institutes of Health, or by similar national advisory council or organization.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Complete narrative about your organization, including:
    - i. Description of services provided;
    - ii. Number and type of patients served;
    - iii. Description of facilities, including number of beds; and
    - iv. Overview of key staff and their qualifications.
  - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency OR research grant from National Institutes of Health or similar national advisory organization.
  - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
  - f. List of additional research grants awarded (*optional*)

### **Provider of Assistance to Impoverished (Non-Profit)**

1. In order to be eligible under this category, services to impoverished persons (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902) must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the impoverished is peripheral and incidental, the entity would not be eligible.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Latest Annual Financial Statement
  - d. Public Recognition as an Impoverished Assistance Provider. Provide letter of endorsement from an official (i.e. Mayor, Head of Welfare Dept., Social Services Director, county supervisor, head of agency that oversees program, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include documented receipt of Federal/State Block Grant Funds for poverty programs, or proof of membership or affiliation with national organization that provides support for impoverished (i.e. Second Harvest National Food Bank Network, Habitat for Humanity, Salvation Army).
  - e. Complete narrative about your organization, including:
    - i. Comprehensive description of services (assistance to impoverished must be primary mission);
    - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
    - iii. Requirements for clients to be eligible to receive services, including any required fees;
    - iv. Description of facilities;
    - v. Hours/days of operation;
    - vi. Description of funding source(s) with supporting documentation; and
    - vii. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
  - f. Description of how your organization determines if a person is eligible to receive assistance, and how your organization determines if that person is impoverished. Your organization's primary function must to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
  - g. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
  - h. Signed Articles of Incorporation, Bylaws, Charter or other organizing document
  - i. Brochures (or other printed materials) or link to website (*Optional*)



## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or [federal\\_surplus@ffc.state.tx.us](mailto:federal_surplus@ffc.state.tx.us).

### **Provider of Assistance to Homeless Persons (Non-Profit)**

1. In order to be eligible under this category, services to the homeless must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the homeless is peripheral and incidental, the entity would not be eligible. Property donated must be used in a program primarily for homeless persons. Examples of eligible programs include:
  - a. Overnight, daytime and around-the-clock shelters.
  - b. Shelters for battered spouses, abused children, and orphans.
  - c. Halfway houses or transitional housing for temporary residence of homeless parolees, mental patients, and/or substance abusers.
  - d. Food banks that provide food directly to facilities where homeless people are fed may be eligible.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Public Recognition as a Homeless Assistance Provider. Please provide a letter from a local city official (i.e. Mayor, Head of Welfare Dept., Social Services Director, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include:
    - i. Occupancy permit or fire and safety inspection certificate.
    - ii. Documented receipt of FEMA funds for Federal/State Block Grant Funds for homeless programs
  - d. Complete narrative about your organization, including:
    - i. Comprehensive description of services provided (assistance to homeless must be primary mission);
    - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
    - iii. Requirements for clients to be eligible to receive services, including any required fees;
    - iv. Description of facilities, including hours/days of operation;
    - v. Description of funding source(s) with supporting documentation; and
    - vi. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
  - e. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
  - f. Signed Articles of Incorporation, Bylaws, Charter or other organizing document (*Optional*)
  - g. Brochures (or other printed materials) or link to website (*Optional*)

### **Provider of Assistance to Older Americans (Non-Profit)**

1. In order to be eligible under this category, an organization must receive state, federal or local government appropriate funds for operation of an older individual program under the Older American Act.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Certification establishing that applicant is receiving state, federal or local government-appropriated funds for operation of older individual program under the Older American Act.
  - d. Complete narrative about your organization, including:
    - i. Description of services provided;
    - ii. Description of facilities;
    - iii. Overview of key staff and their qualifications; and
    - iv. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly).
  - e. Proof of current accreditation, approval or licensing if appropriate (i.e. medical center)
  - f. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us).

### **Education Organization (Non-Profit)** \*Public schools & colleges should see the Government or Public Agency category on page 7.

1. In order to be eligible under this category, must be accredited or approved by nationally recognized accrediting agency (ex. Texas Education Agency, Southern Association of Colleges & Schools' Commission on Colleges) or the current recipient of research grants by a recognized authority such as the National Institute of Education, or by similar national advisory organization.
2. Includes charter schools, private schools (K-12), private colleges or universities, and research organizations.
3. Required additional documentation that must be submitted with application:
  - a. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
  - b. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - d. Complete narrative about your organization, including:
    - i. course levels;
    - ii. enrollment;
    - iii. facilities; and
    - iv. staff information,
  - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
  - f. List of additional research grants awarded (*optional*)

### **Museums, Libraries & Zoos**

1. In order to be eligible under this category, a museum must be open to the public a minimum of 1,000 hours per year (1,000 hours cannot be by appointment). Also, must have a minimum of one fulltime staff member or the equivalent (for example, one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Complete narrative about your organization, including
    - i. description of type(s) of exhibits;
    - ii. brochures, pamphlets or website;
    - iii. days and hours open to the public; and
    - iv. location(s).
  - d. Staff roster, including average number of hours each staff member works per week (may be volunteer or paid).
  - e. Pictures of exhibits, signage, facilities, and posted hours of operation.
  - f. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
  - g. Organizational Memberships (*optional*)

### **Service Educational Activities**

1. The following Service Educational Activities (SEA) are eligible: American National Red Cross, Armed Services, YMCA of the USA, Big Brothers/Big Sisters of America, Boys and Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, Operation Raleigh, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, League/Marine Corps League.
2. Required additional documentation that must be submitted with application
  - a. Proof of association with the national organization (ex. Boy Scouts of America charter).
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us).

### **SBA 8(a) Business**

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program.
2. Required additional documentation that must be submitted with application: Letter from the U.S. Small Business Administration certifying your company as a member of the 8(a) Business Development Program.
3. **IMPORTANT NOTE:** Some of the terms and conditions on pages 5-6 do not apply to SBA 8(a) businesses. As an SBA 8(a) business, you must follow SBA property compliance guidelines. Please contact your SBA District Office for their complete terms and conditions.

### **Veterans' Organizations**

1. Select veterans' service organizations are eligible for FSP following the passage of the FOR VETS Act of 2013.
2. For eligibility purposes, "Veterans Organizations" means organizations eligible to receive Federal surplus property for purposes of providing services to veterans under 40 U.S.C. 549(c)(3)(C). Eligible veterans organizations are those whose (1) membership comprises substantially veterans (at least 33%); and (2) representatives are recognized by the Secretary of Veterans Affairs under 38 U.S.C. 5902. The Department of Veterans Affairs maintains a searchable Web site of recognized organizations. The address is <http://www.va.gov/ogc/apps/accreditation/index.asp>.
3. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blinded Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, Gold Star Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A, Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A, The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
4. Required additional documentation that must be submitted with application:
  - a. Complete narrative about your organization, including:
    - i. Description of services provided ;
    - ii. Percentage of membership comprised of veterans; and
    - iii. Facility information & location.
  - b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013 (see Dept. of Veterans website: <http://www.va.gov/ogc/apps/accreditation/index.asp>.)
  - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

### **SEND APPLICATIONS TO:**

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047  
AUSTIN, TX 78711-3047  
TEL: (512) 463-2688 FAX: (512) 236-6173  
EMAIL: [Federal.surplus@tfc.state.tx.us](mailto:Federal.surplus@tfc.state.tx.us)

**Commissioners Court - Regular Session****42.****Meeting Date:** 08/09/2016

Authorized Use Agreement for Historic Jail

**Submitted For:** Dan Gattis**Submitted By:** Connie Watson, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action to approve authorized use agreement for filming in the historic jail on Wednesday, August 10, 2016 by Vanity Fair Confidential.

**Background**

Vanity Fair Confidential is requesting to film in the county's historic jail on Wednesday, August 10, 2016. Vanity Fair Confidential is a documentary series on Investigation Discovery that's in its 3rd season of production. Each 1 hour episode takes an in depth look at an article that was written about in Vanity Fair Magazine any time in the past 30-40 years. The current episode revolves around the life and lies of Henry Lee Lucas, including his proven crimes, and those that to which he falsely confessed. The show already has spoke to many different law enforcement officers across the state who have dealt with his cases, from Texas Rangers to prosecutors. They feel the use of the visuals of the county jail in which he stayed would be great to help paint a picture of his life while he was in Georgetown.

---

**Fiscal Impact**

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

**Attachments**Vanity Fair Confidential Use Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Public Information Office (Originator)

Form Started By: Connie Watson

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

Connie Watson

**Date**

08/04/2016 09:20 AM

08/04/2016 09:24 AM

Started On: 08/04/2016 09:03 AM

## **AUTHORIZED USER AGREEMENT**

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

### **RECITALS**

**WHEREAS**, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

**WHEREAS**, USER desires to use the area or real property described in Exhibit "A".

### **AGREEMENT**

**NOW THEREFORE**, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

(a) Cancellation. USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

(b) Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement. The deposit shall be held in a separate account for the benefit of USER, and it shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) costs of cleaning and repairing the

Authorized Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be applied first to any non-rent items then to any unpaid amounts or fees under this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

(a) In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

- i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.
- ii. Electric current adequate for the Permitted Use.
- iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

(b) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations, additions, and improvements in or to the Authorized Area at its own expense and

in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

USER agrees to restore, at USER's sole expense, the Authorized Area to its original condition upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY .
- (b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.
- (c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

**USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.**

**All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.**

7. PARKING; STORAGE:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances. In advance of use of the Authorized Area, USER must submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from



any damage caused by acts of USER, and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. ASSUMPTION OF RISK:

**USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.**

13. INDEMNIFICATION:

**USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.**

**The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.**

14. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The

USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. SEVERABILITY:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire 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 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 Agreement and be deemed to be validated and enforceable.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

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:

USER: As set forth on below USER's execution herein below

COUNTY: Williamson County Judge  
Dan A. Gattis (or successor)  
710 S. Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to: Williamson County Attorney  
Dee Hobbs (or successor)  
405 M.L.K. St., Box #7  
Georgetown, Texas 78626

30. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received

by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

32. CONSTRUCTION:

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

33. RELATIONSHIP OF THE PARTIES:

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.

36. USES PROHIBITED

**The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be**

**considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to COUNTY. In the event USER should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and COUNTY may avail itself of any remedies allowed at law or in equity.**

37. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

38. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

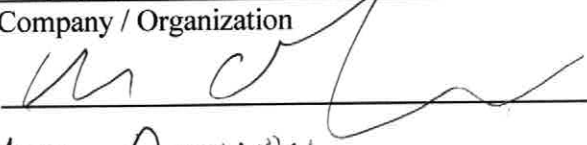
**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**AS ACCEPTED AND EXECUTED:**

DATED \_\_\_\_\_, 20\_\_\_\_

**USER:**

True Entertainment LLC  
Company / Organization

Authorized Signer: 

Printed Name: MAIZE OROSZ

Representative Capacity: EXECUTIVE IN CHARGE OF PRODUCTION

DATED August 3, 2016

Contact Person: Shella Yudelenich - 314-807-7255

Address: 6001 W. 26th St.  
New York NY 10001  
\_\_\_\_\_, \_\_\_\_\_ 78\_\_\_\_

Phone No.: (212) 763.3447



## EXHIBIT "A"

### DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):

From - August 10, 2016

To - August 10, 2016

Hours:

9 a.m. to 1:45 p.m.\*

\*In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, USER must pay an additional \$45.20 per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement.

Permitted Use (Description of Use):

filming footage inside prison of Henry  
Lee Lucas' cell, surrounding halls, exterior

Authorized Area (Location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Security Deposit:

\$ \_\_\_\_\_

License Fee:

\$ 100

\*Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.

**Commissioners Court - Regular Session****43.****Meeting Date:** 08/09/2016

Ave A Jarrell Agreement

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding an Interlocal Agreement between Williamson County and the City of Jarrell to terminate an Interlocal Agreement approved by the Court October 2, 2007.

**Background**

The Court entered into an Interlocal Agreement on October 2, 2007. Pursuant to the 2007 Agreement the County was responsible for the maintenance of portion of County Road 306, which was inside of the city limits and the City was responsible for the maintenance of a portion of East Avenue A that was outside of the city limits. The City of Jarrell has annexed all of Avenue A into their city limits and requested maintenance of the roadway. The changes requested by the City of Jarrell are best achieved by terminating the 2007 agreement.

---

**Fiscal Impact**

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

**Attachments**Jarrell ILA Termination

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 08/02/2016

**Reviewed By**

Wendy Coco

**Date**

08/02/2016 08:16 AM

Started On: 07/22/2016 04:48 PM



**WILLIAMSON COUNTY**

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

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

**CITY OF JARRELL, TEXAS**

By: \_\_\_\_\_  
Larry Bush, Mayor

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

**Commissioners Court - Regular Session****44.****Meeting Date:** 08/09/2016

Renewal of Contract with DSHS remote access for County Clerk's office.

**Submitted For:** Nancy Rister**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding renewal of contract with Texas Department of State Health Services-Vital Statistics Unit pertaining to remote access to the State's birth database for the County Clerk's office to support operations and issue birth certificates for out of county births for residents of Williamson County.

**Background**

They sent us a contract last year that we refused to sign. The County Attorney's office contacted other larger counties attorney's offices and they had the same concerns we did. They have now gone back to the older version so we are fine with it.

---

**Fiscal Impact**

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

**Attachments**[DSHS remote contract](#)

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 08/02/2016

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

07/29/2016 11:47 AM

08/02/2016 08:16 AM

Started On: 07/29/2016 09:28 AM

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-17-0118-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and **Williamson County on behalf of the Williamson County Clerk's Office** (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2016 and end on August 31, 2018.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
  - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
  - B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.
  - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
  - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
    1. Normal key-entry errors in spellings;
    2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
    3. The event year does not exist on the system.

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
- I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

**V. Fees.**

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

**VI. Billing.**

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Williamson County Clerk's Office

Address: P O Box 18  
Georgetown, TX 78627

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to [vsubusinessservices@dshs.state.tx.us](mailto:vsubusinessservices@dshs.state.tx.us).

**VII. Payment Method.**

- A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.
- B. Contractor will send payments to DSHS at:  
Texas Department of State Health Services

Cash Receipts Branch MC 2096  
P.O. Box 149347  
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

**VIII. Representatives.** The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Williamson County	DSHS
Nancy E. Rister Williamson County Clerk's Office P O Box 18 Georgetown, TX 78627  Phone: (512) 943-1515  Email: nrister@wilco.org	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347  Phone: 512-776-3713  Email: Princess.Lindsay@dshs.state.tx.us

**IX. General Terms and Conditions.**

A. **Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. **Amendment.** This Contract may be modified by written amendment signed by the Parties.

C. **Confidentiality.**

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law. To the extent the Parties execute, or have executed, a separate Data Use Agreement or other confidentiality agreement in compliance with the relevant statutes, that agreement will also apply to this Contract.
2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.



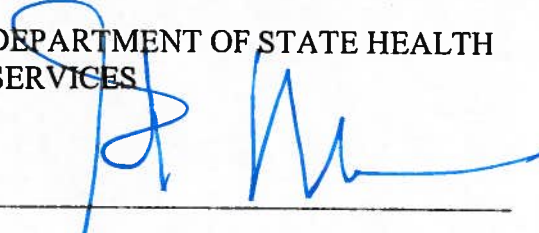
3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
  4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

**K. Termination.**

1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH  
SERVICES

  
\_\_\_\_\_  
Ed House  
Chief Operating Officer  
Department of State Health Services

Date

7/21/16

WILLIAMSON COUNTY

\_\_\_\_\_  
Dan A. Gattis  
County Judge  
Williamson County

Date

**Commissioners Court - Regular Session****45.****Meeting Date:** 08/09/2016

Road name change of CR 457 to Hardi Rd

**Submitted By:** Teresa Baker, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on setting a date for a public hearing to change the street name CR 457 to Hardi Rd. PCT 4

**Background**

The original public hearing had to be rescheduled due to court being canceled that day.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 08/02/2016

**Reviewed By**

Wendy Coco

**Date**

08/02/2016 11:07 AM

Started On: 08/02/2016 10:53 AM

**Commissioners Court - Regular Session****46.****Meeting Date:** 08/09/2016

Road name change of FM 685 to Chris Kelley Blvd

**Submitted By:** Teresa Baker, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on setting a date for a public hearing to change the name of a portion of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4

**Background**

Public Hearing was canceled due to court being canceled.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 08/02/2016

**Reviewed By**

Wendy Coco

**Date**

08/02/2016 11:07 AM

Started On: 08/02/2016 10:57 AM

**Commissioners Court - Regular Session****47.****Meeting Date:** 08/09/2016

Awarding Bid 1606-099 Printing Services

**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 on awarding IFB # 1606-099, Printing Services for Williamson County to the lowest and best bidders, KM Printing LLC, Speedy Gonzales Printing, Inc, Marfield Corporate Stationary, Safeguard Business Systems, D&L Printing and Extreme Business Services. (detailed award information is attached)

**Background**

This IFB was issued in order to provide County Departments additional printing options. Six submittals were received.

The contract period will be 12-months with 2 12-month renewal options. Please see attached evaluation documentation for details of the award.

---

**Fiscal Impact**

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

**Attachments**[Award](#)[Evaluation](#)

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 08/04/2016

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

08/04/2016 09:22 AM

08/04/2016 09:27 AM

Started On: 08/02/2016 10:01 AM

	Primary	Secondary	Tertiary	Quaternary
<b>Item # 1 Envelopes</b>	KM Printing LLC	Speedy Gonzales Printing Inc.	Marfield Corporate Stationery	Safeguard Business Systems
<b>Item # 2 Letterhead</b>	KM Printing LLC	Speedy Gonzales Printing Inc.	Marfield Corporate Stationery	Safeguard Business Systems
<b>Item # 3 Business Cards</b>	KM Printing LLC	Safeguard Business Systems	Speedy Gonzales Printing Inc.	Marfield Corporate Stationery
<b>Item # 4 Lines 1-15 Standard Forms</b>	KM Printing LLC	Speedy Gonzales Printing Inc.	D & L Printing	Marfield Corporate Stationery
<b>Item # 4 Lines 16-23 NCR Forms</b>	D & L Printing	Speedy Gonzales Printing Inc.	Safeguard Business Systems	Extreme Business Services
<b>Item # 4 Line 24 Receipt Books - 500 Qty</b>	Safeguard Business Systems	Speedy Gonzales Printing Inc.	Extreme Business Services	D & L Printing

	Safeguard	KM	Speedy	Extreme	Marfield	D&L	
Item # 1	\$82.69	\$49.67	\$57.48	\$123.74	\$69.67	\$119.75	Primary
Item # 2	\$118.36	\$73.50	\$86.75	\$132.50	\$103.08	\$137.69	Secondary
Item # 3	\$52.25	\$21.33	\$52.50	\$61.88	\$53.62	\$57.79	Tertiary
Item # 4 Lines 1-15 "Standard Forms"	\$113.34	\$67.00	\$69.01	\$168.73	\$86.50	\$72.73	Quaternary
Item # 4 Lines 16-23 "NCR Forms"	\$101.82	No Bid	\$93.48	\$127.13	\$137.50	\$86.32	
Item # 4 Line 24 Reciept Books - 500 Qty	\$356.60	No Bid	\$403.00	\$435.00	No Bid	\$457.50	

\*\* Final Price calculated as an average of all items bid.

**Commissioners Court - Regular Session****48.****Meeting Date:** 08/09/2016

Reject RFP 1606-089 and Rebid on RFP 1608-106, Food and Drink Concessions for Expo Center

**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 rejecting Proposal received for RFP 1606-089 Food and Drink Concessions for Expo Center and authorize Purchasing Agent to advertise and receive Proposals for RFQ 1608-106 Food and Drink Concessions for Expo Center.

**Background**

Only one proposal was received on RFP 1606-089, which did not meet specifications/ requirements. It is the recommendation that the proposal be rejected and a new RFP be released.

---

**Fiscal Impact**

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

**Attachments**Bid Packet

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 08/03/2016

**Reviewed By**

Wendy Coco

**Date**

08/03/2016 08:12 AM

Started On: 08/02/2016 11:40 AM





PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION**

Food and Drink Concessions Williamson Co. Exposition Center

**PROPOSALS MUST BE RECEIVED ON OR  
BEFORE:**

**Aug 31, 2016 3:30:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY  
OPENED:**

**Aug 31, 2016 3:30:00 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this proposal.**

**All electronic proposals must be submitted via:** [www.bidsync.com](http://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](http://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](http://www.bidsync.com).
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

## Bid 1608-106

### Food and Drink Concessions Williamson Co. Exposition Center

Bid Number **1608-106**  
 Bid Title **Food and Drink Concessions Williamson Co. Exposition Center**

Bid Start Date **In Held**  
 Bid End Date **Aug 31, 2016 3:30:00 PM CDT**  
 Question & Answer End Date **Aug 26, 2016 5:00:00 PM CDT**

Bid Contact **Connie Singleton**  
**512-943-1553**  
**csingleton@wilco.org**

Contract Duration **3 years**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **90 days**  
 Pre-Bid Conference **Aug 24, 2016 10:00:00 AM CDT**  
**Attendance is optional**  
**Location: Williamson County Exposition Center**  
**210 Carlos G Parker Boulevard NW**  
**Taylor, TX 76574**

Bid Comments **BID COMMENTS**  
**FOOD AND DRINK CONCESSIONS FOR WILLIAMSON COUNTY EXPOSITION CENTER**

Williamson County is seeking proposals from food and beverage concession firms; trained, experienced, and qualified in providing professional food concession services, hereinafter referred to as the vendor.

The following list includes all mandatory documents for this Proposal:

1. Proof of License and Permits
2. Sample Menu with pricing
3. Experience for past 5 years with comparable entities (startup facilities)
4. List of Equipment to be used on site
5. Staffing available for all events
6. Sample of volume of receipts from previous contracts
7. Verification of a Local Presence/Representation
8. Conflict of Interest Statement
9. RFP Affidavit
10. References – *complete the fill-able form or attach your list to line one.*

If delivering a paper bid the above listed documents must be completed in a sealed envelope and sent to:  
 Williamson County Purchasing  
 Attn: RFP#1606-089 Concessions Williamson Co. EXPO Center  
 901 South Austin Ave  
 Georgetown, TX 78626.

**DO NOT ENTER PARTIAL BID IN BIDSYS AND PARTIAL IN A PAPER DELIVERY.**

#### CONTRACT ADMINISTRATOR

Clint Chitsey, General Manager EXPO Center (or successor) at 210 Carlos G Parker Blvd., Taylor Tx, 76574 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

**FOR ADDITIONAL CONTRACT REQUIREMENTS TO AWARDED VENDOR SEE GENERAL CONDITIONS****Item Response Form****Item 1608-106-01-01 - ATTACH COMPLETED ALL REQUIRED DOCUMENTS HERE****Quantity 1 each**

Prices are not requested for this item.

**Delivery Location Williamson County, Texas**Parks and Recreation

219 Perry Mayfield

Leander TX 78641

**Qty 1****Description**

ATTACH (UPLOAD) ALL REQUIRED DOCUMENTATION AND ANY ADDITIONAL INFORMATION YOU MAY WANT TO ADD TO THIS LINE ITEM.

**Item 1608-106-01-02 - PERCENTAGE OF GROSS SALES AFTER TAXES****Quantity 1 lump sum****Unit Price****Delivery Location Williamson County, Texas**Parks and Recreation

219 Perry Mayfield

Leander TX 78641

**Qty 1****Description****MINIMUM 20% PREFERRED**

# **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](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](http://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 OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.**

**SUCCESSFUL RESPONDENT'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED SUCCESSFUL RESPONDENT TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL RESPONDENT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL RESPONDENT UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.**

### 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.

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](mailto: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 SUBMITTED 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.

**GENERAL CONDITIONS  
FOOD AND DRINK CONCESSIONS  
FOR WILLIAMSON COUNTY EXPOSITION CENTER**

**1. PURPOSE AND CLASSIFICATION**

a) Purpose

Williamson County, herein after referred to as the County, seeks proposals from food and beverage concession firms, trained, experienced, and qualified in providing professional food concession services, hereinafter referred to as the vendor.

b) Classification

The concession services will be performed at Williamson County Exposition Center located at 210 Carlos G Parker Boulevard NW, Taylor, TX 76574. The Williamson County Exposition Center contains a 15,000 square foot exposition hall, 15,000 square foot outdoor covered exposition hall, 200' x 300' covered arena, over 800 parking spaces, restrooms, 1 all masonry concession facilities on the west side of the covered arena.

**2. NO AGENCY RELATIONSHIP**

It is understood and agreed that vendor shall not in any sense be considered a partner or joint venture with Williamson County, nor shall vendor hold himself out as an agent or official representative of Williamson County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Vendor 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 Williamson County other than what may be expressly allowed under this contract.

**3. SCOPE OF WORK**

It is the intent of this contract to provide optimum food and beverage concessions to the public. This includes maximum hours and days of operation as well as goods and services provided. The concession services shall be provided as deemed necessary to meet the contract requirements. The contractor shall provide concession services as described herein and shall provide all labor, material, and equipment. The vendor shall provide clean, attractive, and safe areas for the locations described herein.

The vendor shall furnish and maintain all equipment necessary for the proper concession service of each location. The vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the vendor's expense. The vendor shall comply with all county, state, and federal regulations applicable to providing food and beverage concessions.

The vendor shall obtain a Wine and Beer Retailer's Permit (BG Permit) with the Texas Alcoholic Beverage Commission for the designated "Arena" area. The vendor shall follow all regulations set forth by the Texas Alcoholic Beverage Commission. The vendor is also responsible for purchasing and posting the correct signage required by the Texas Alcoholic Beverage Commission. The vendor must obtain adequate liquor liability insurance coverage confirmed and submitted as required below.

Security is required for all events where alcohol is being served or sold. If the Licensee has an event that does not require security, the vender has the option of hiring needed security to sell alcohol. If the vender chooses not to hire security then the vender will not be allowed to sell alcohol at that particular event. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary.

The County reserves the right to provide additional concessions for up to three (3) events per year. The additional food and drink (non-alcoholic) concessions may be sold by the County, vendors, or its assignees.

The County will receive the fees or sales percentage from these concessions. Examples of the events for additional concessions include but are not limited to Williamson County Fair and Rodeo, Bar-B-Que Cook-off, Taylor Rodeo, etc. The additional concessions will not use the awarded vendor's concession facility. The awarded vendor will have the right to continue sales out of the concession facility for these special events.

#### 4. TERM OF CONTRACTUAL AGREEMENT

The Term of Contractual Agreement is the Date of Award through September 30, 2019, with an opportunity to renew for two (2), consecutive one (1) year periods.

#### 5. ITEMS and PRICING

Items of sale will include but will not necessarily be limited to the following:

Food, candy, ice cream, snow cones, hamburgers, hot dogs, breakfast items, etc. Beverage service including beer and wine, excluding liquor. No glass containers. Ancillary items may be specific to the operation such as caps, T-shirts, mugs, etc. All concession prices should be presented to General Manager for approval annually and at time of contract renewal.

Catering is not a part of the concessions contract. Catered events at the Williamson County Exposition Center will be handled under a separate contract with vendors from an Approved Catering List. Catered events with alcohol sales and service will be handled under a separate contract. Outdoor vending machines must be approved separately depending on suitability (type of products/price of products/cost to operate machines), and profit margin to County after considering cost of electricity etc.

Williamson County reserves the right to specify specific brands to be incorporated in the concessions according to sponsorship opportunities.

#### 6. HOURS OF OPERATION

It is the intent of this concession contract to serve the public in the best possible manner, which is with maximum operating hours under conditions. This will be primarily weekends, special events, minor events and general expo conditions. Some activities may require concessions to be open only during specific times. All other events will have specific operating hours for operational consistency, such as opening at least one hour before the event is scheduled to begin and remain open until the conclusion of the event.

The vendor will be required to provide adequate staffing for the concessions to serve the public in a prompt and courteous manner. The staffing level will fluctuate depending on the type of event and number of attendees.

#### 7. NO ASSIGNMENT

The vendor may not assign this contract to another individual, company, or organization. The vendor may not assign to any subcontractors. It is highly preferred for the vendor to have a **local presence/local representation** to ease communication and management of the contract.

#### 8. EMPLOYEES

Vendor covenants and agrees that it will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. Vendor shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

#### 9. ACCOUNTING

The County will require Generally Accepted Accounting Procedures and monthly reports as stipulated by the auditing department. These reports will be dictated by the County Auditing Department and may change depending on their needs. The reporting time for these reports will be the first day of each month through the

last day of each month. Money owed to the County as represented in each report will be due to the County by the 15<sup>th</sup> of each month. Late payments may result in termination of this contract.

All reports shall include:

- Name, address, and telephone number of concessionaire.
- County contract and proposal number.
- Identification of items purchased at concession stand.
- Quantity or quantities, total prices, and total amount.
- Check are payable to: Williamson County and are due no later than the 15<sup>th</sup> of each month.
- Check will be mailed to:  
Williamson County Exposition Center  
210 Carlos G Parker Boulevard NW  
Taylor, TX 76574

#### 10. MAINTENANCE

County will provide general maintenance of the facility such as utility repairs, painting, electrical, etc. Any damage attributed to neglect, misuse, etc. by the Vendor will be documented and charged back to the Vendor.

- a) County will pay for normal electric, gas and water utilities.
- b) Vendor is responsible for maintenance of any and all equipment directly related to the operation.
- c) Housekeeping – Vendor shall clean the serving and window area, along with any picnic and surrounding areas directly related to their operation.

#### 11. GENERAL

- a) Vendor must remain in compliance with all current and future health department regulations. The vendor must also provide a copy of all state, county and local health department certificates or permits that are required to sell food or drink to the public to the Williamson County Expo Center office at the time of award of contract.
- b) Vendor shall have a manager on site, and should have adequate staff to maintain full operation during operating hours.
- c) Staff should be dressed appropriately, uniformed with identification to note name and the organization they represent.
- d) All concessions staff member must pass a criminal background screening check, to be performed and paid for by the vendor. Awarded vendor must be able to show proof of compliance.

The awarded vendor shall conduct background checks on all the permanent and temporary personnel and subcontractors scheduled to work on services under this contract prior to services beginning.

The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work to:

Clint Chitsey, General Manager EXPO  
210 Carlos G. Parker Blvd  
Taylor, TX 76574

In addition, the awarded contractor shall continue to submit background checks for any new employees prior to such new employee entering any Williamson County facilities. Replacement personnel shall have completed background checks conducted and approved by contract administrator before access to the facility is authorized.

- e) Vendor shall be responsible for all inventories and should insure the quality of merchandise being sold.
- f) The Williamson County Exposition Center will inspect concessions regularly and will provide written results to the Vendor for information and any corrective action. Concession inspections will include but are not limited to general cleanliness, customer service, hours of operation, product appropriateness and freshness, organization, etc.
- g) The Vendor shall provide and maintain a menu sign that is posted in a conspicuous place. The menu sign shall list the prices of all items offered for sale, the hours of operation, and the telephone number for the Williamson County Exposition Center for comments. The design and location of the sign shall be subject to the approval by the General Manager of the Williamson County Exposition Center or his/her designee.
- h) The County reserves the right to operate a monitor inside the concessions for advertising purposes.

## 12. INSURANCE

Vendor, at vendor's own expense, shall provide and maintain 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. The policies shall provide that they may not be cancelled or altered without at least thirty (30) days' prior written notice to The County.

### **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:

<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>
Comprehensive General Liability <i>premises, completed and contractual</i>	\$1,000,000	\$1,000,000 <i>(including operations)</i>

Aggregate policy limits: \$2,000,000

- d) Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>
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) Comprehensive liquor liability insurance (as to Vendors selling or serving alcohol)

<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>
Bodily injury (including death)	\$1,000,000	\$1,000,000 (including
Property damage	\$100,000	\$300,000
Aggregate policy limits	\$2,000,000	

Vendor, 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. Vendor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Vendor shall provide The County with insurance certificates evidencing compliance with the insurance requirements stated above.

### 13. PROPOSAL EVALUATION

The Proposals received will be evaluated on all of the criteria listed below. The Vendor selected will have, in the opinion of the County, the best overall combination of the criteria.

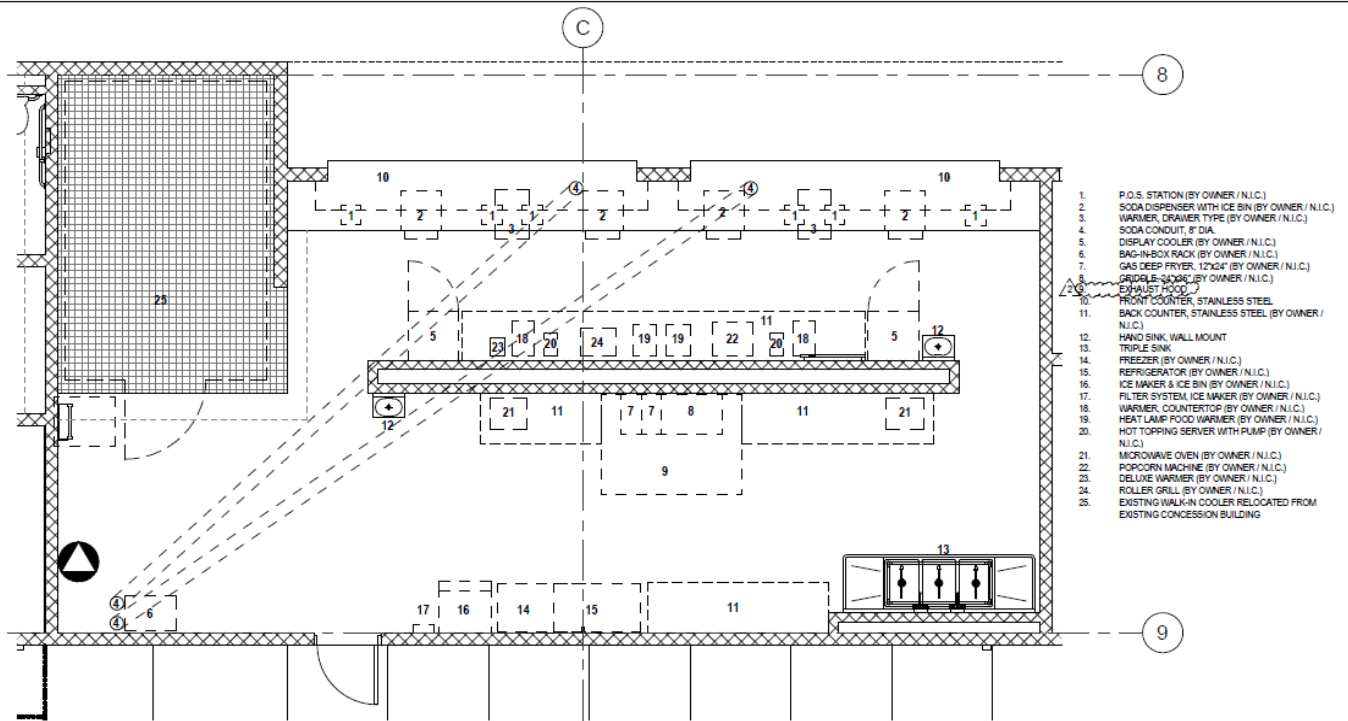
<b>Percentage to County - % of gross sales after taxes</b> (Minimum of 20% preferred) <i>Formula to rank percentage is: Vendor % ÷ Highest % amount x 12</i>	12 Points
<b>Experience overall in Concessions Business in like size and type</b>	5 Points
<b>Experience associated with Start Up operations</b>	5 Points
<b>Equipment to be used</b> (Quantity, Type, Age, Condition)	5 Points
<b>Sample Menu with proposed pricing</b> (Selection/Variety)	5 Points
<b>Staffing for all Events</b> (Assurance, Quantity, Flexibility)	5 Points
<b>References</b> (Will call at our discretion)	5 Points
<b>Total Points Possible</b>	<b>42</b>

#### 5 Point Scale Scoring:

- 5 = Significantly Exceeds Requirements
- 4 = Marginally Exceeds Requirements
- 3 = Meets Requirements
- 2 = Marginally Meets Requirements
- 1 = Does Not Meet Requirements

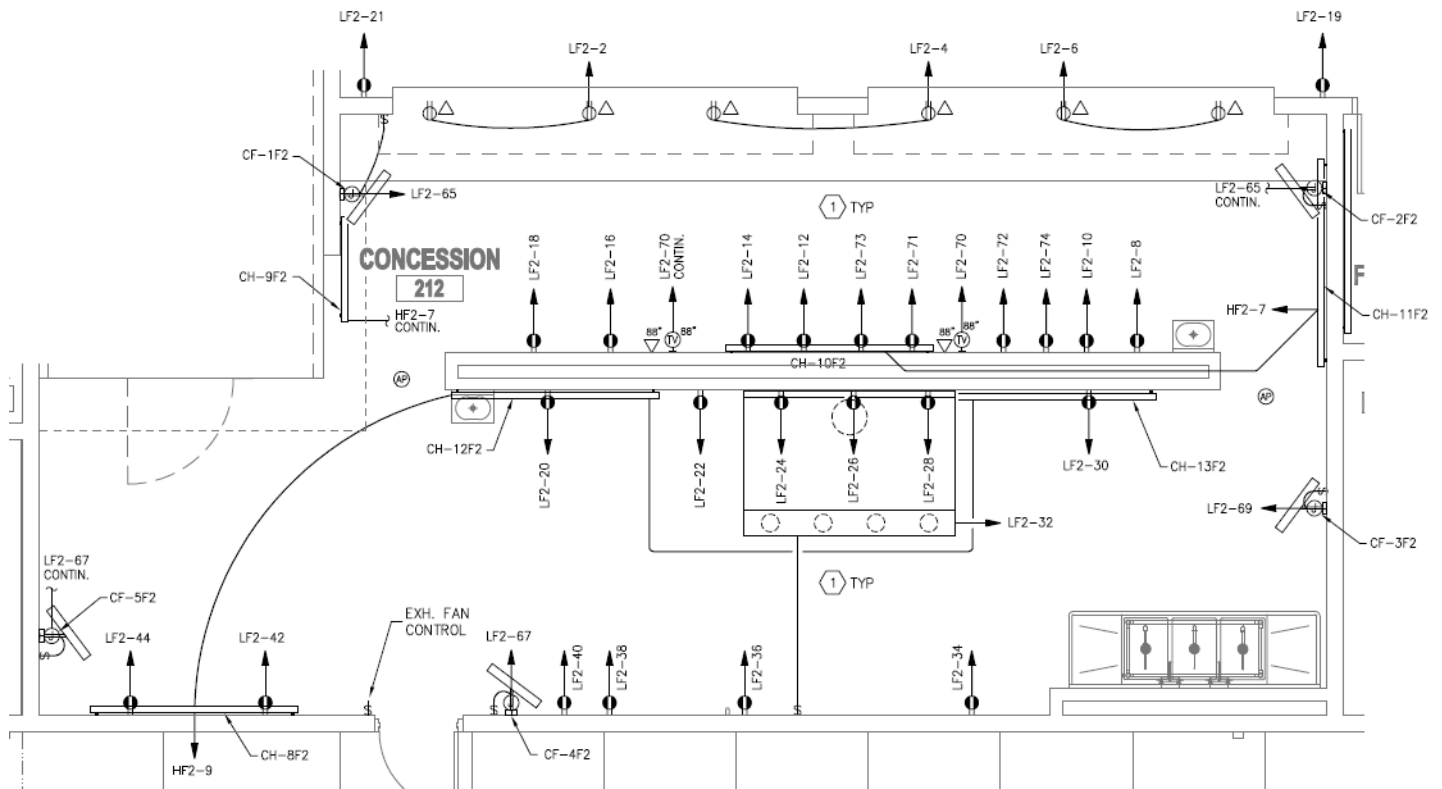
### 3 ENLARGED CATERING PREP

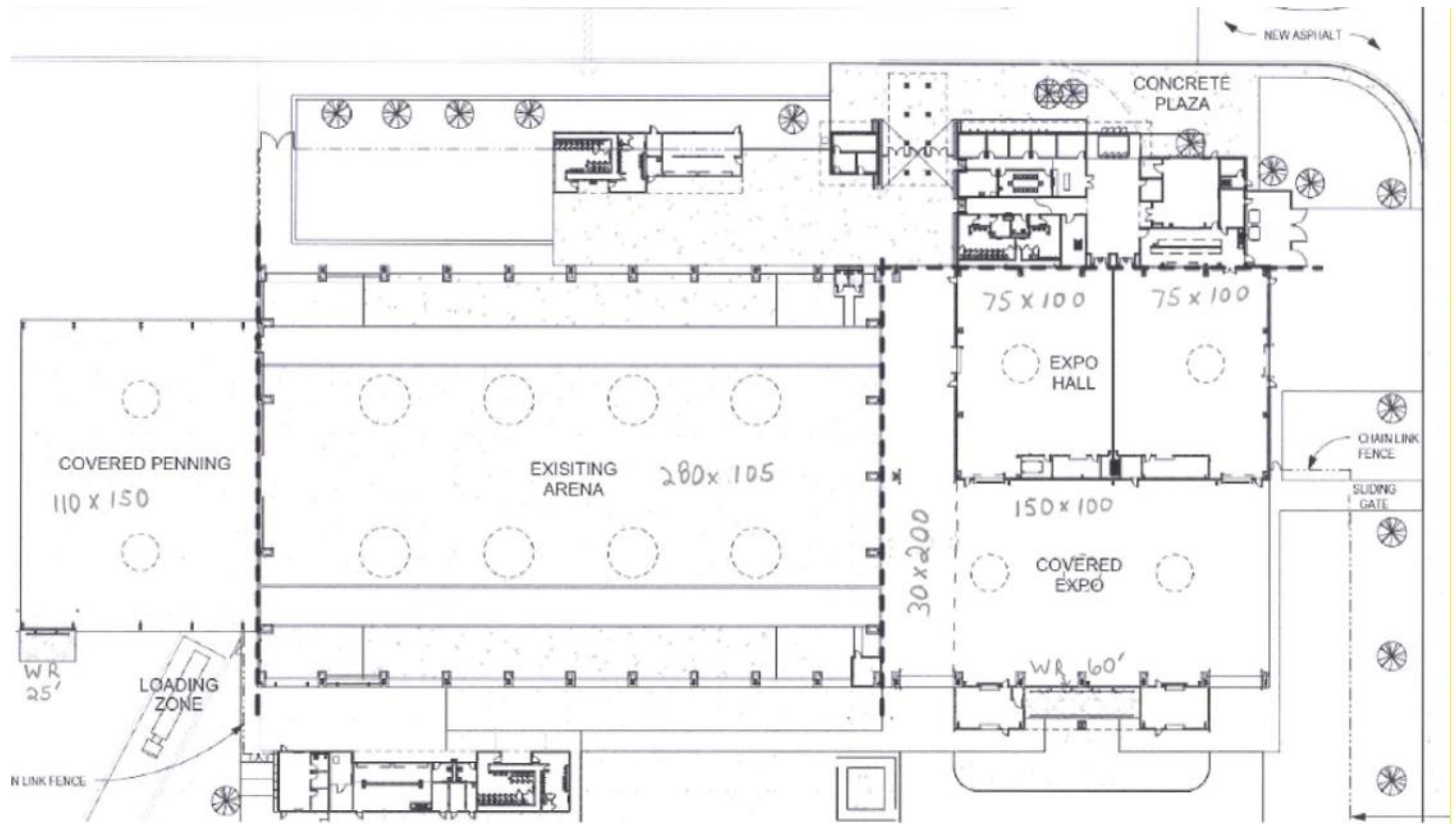
1/4" = 1'-0"



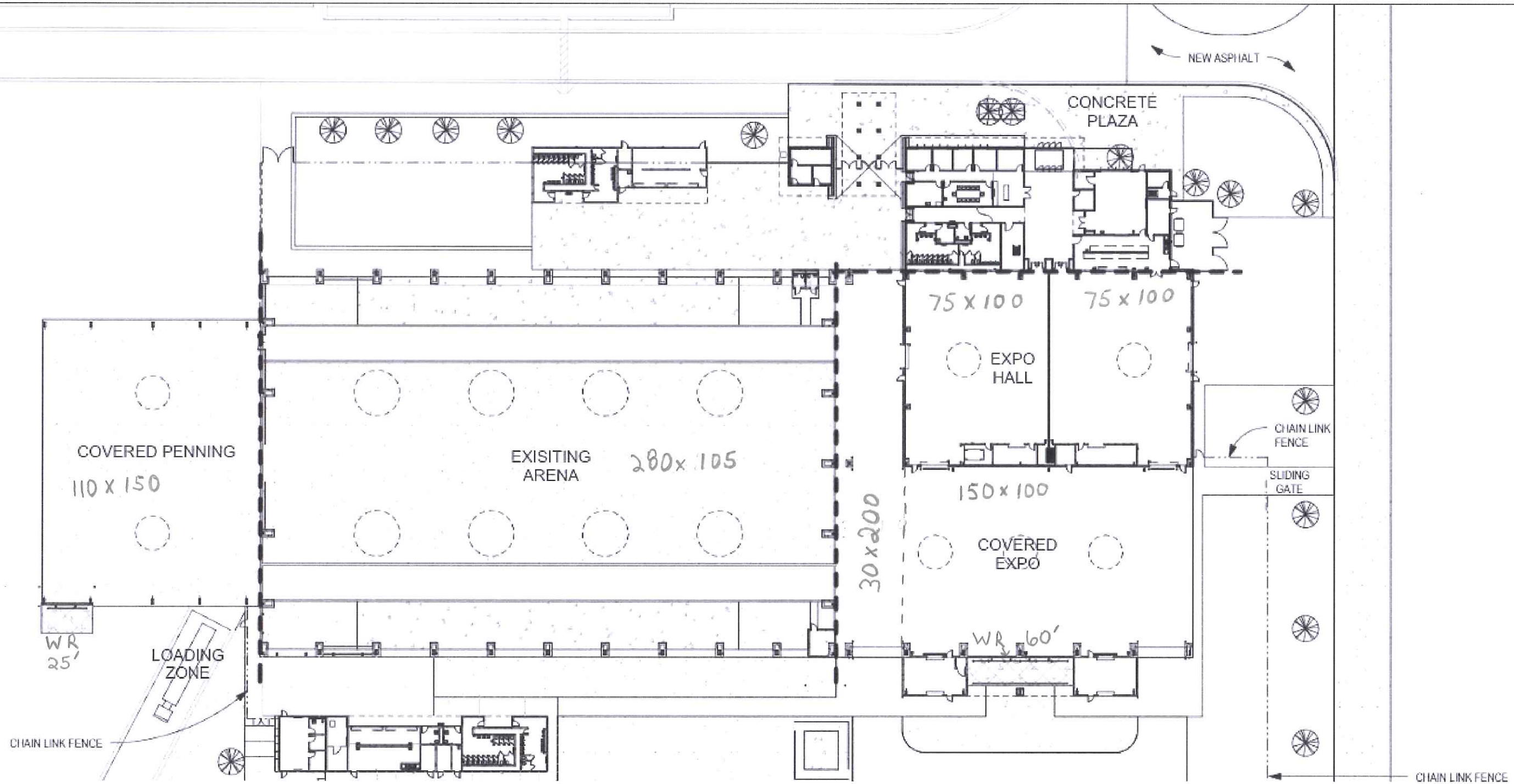
### 2 ENLARGED PLAN - WEST CONCESSION EQUIP.

1/4" = 1'-0"



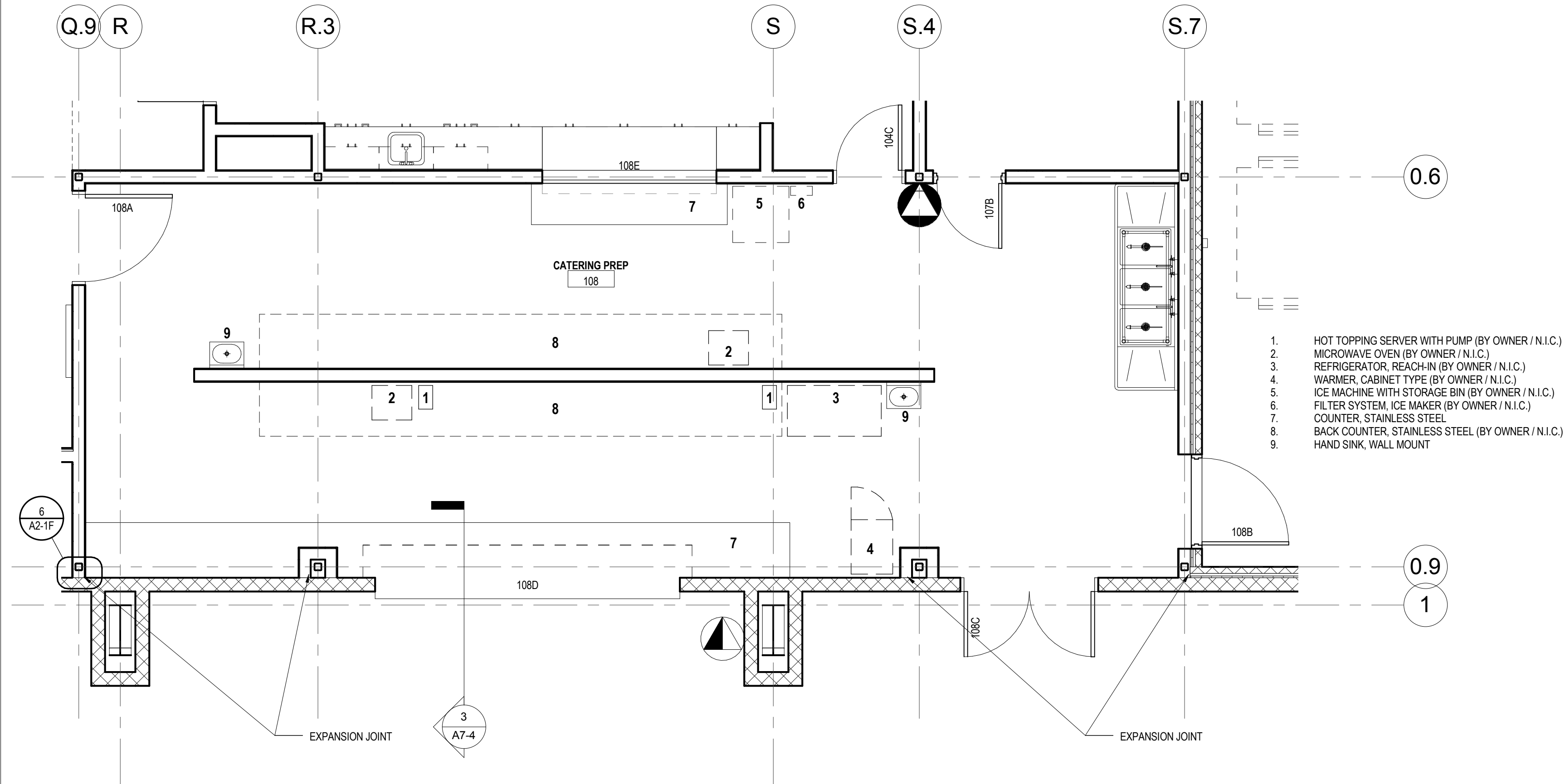




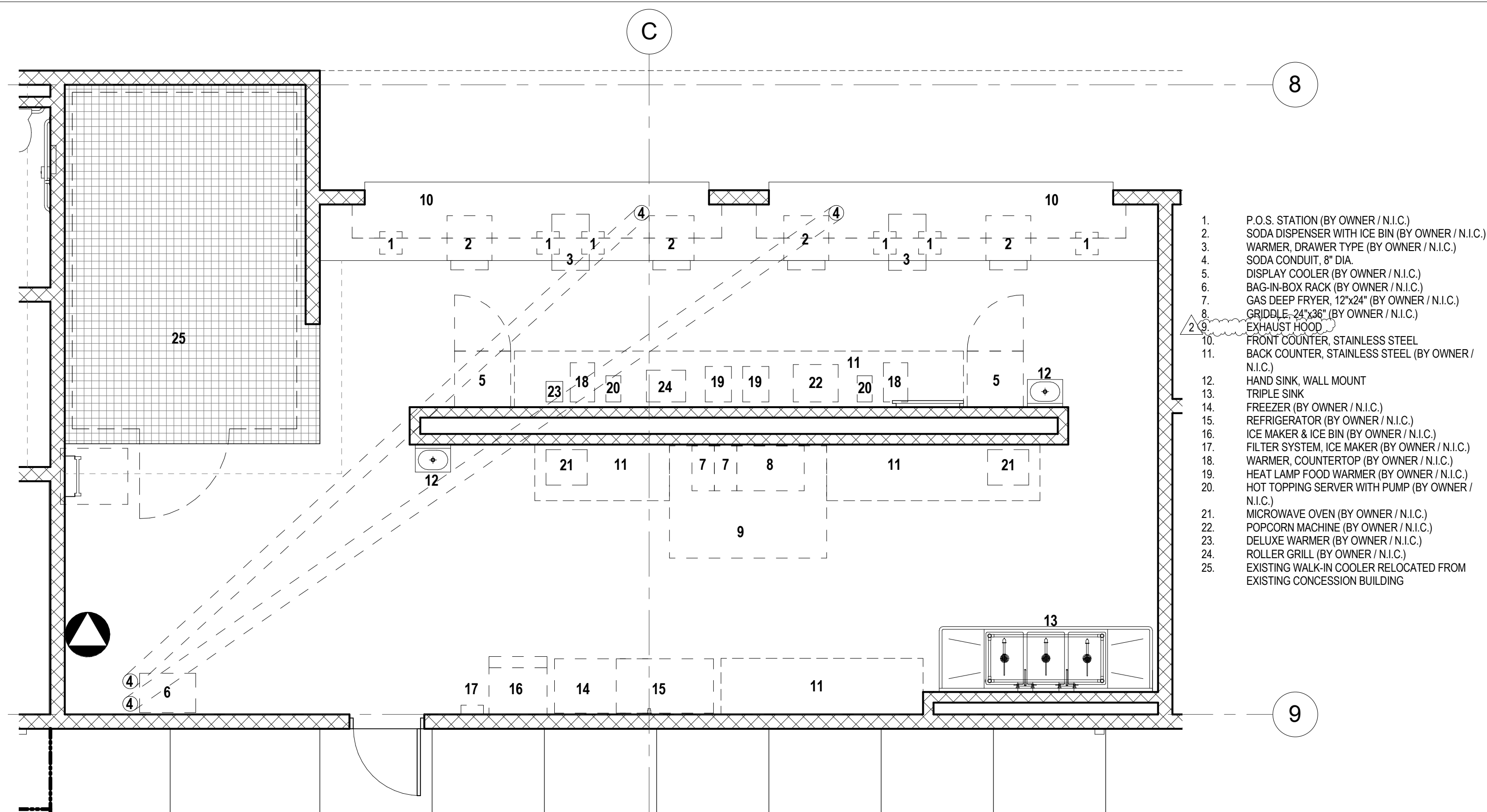


**PLEASE NOTE THERE IS NO EXISTING WALK-IN COOLER, NO INSULATED SLAB AND NO EAST CONCESSIONS**

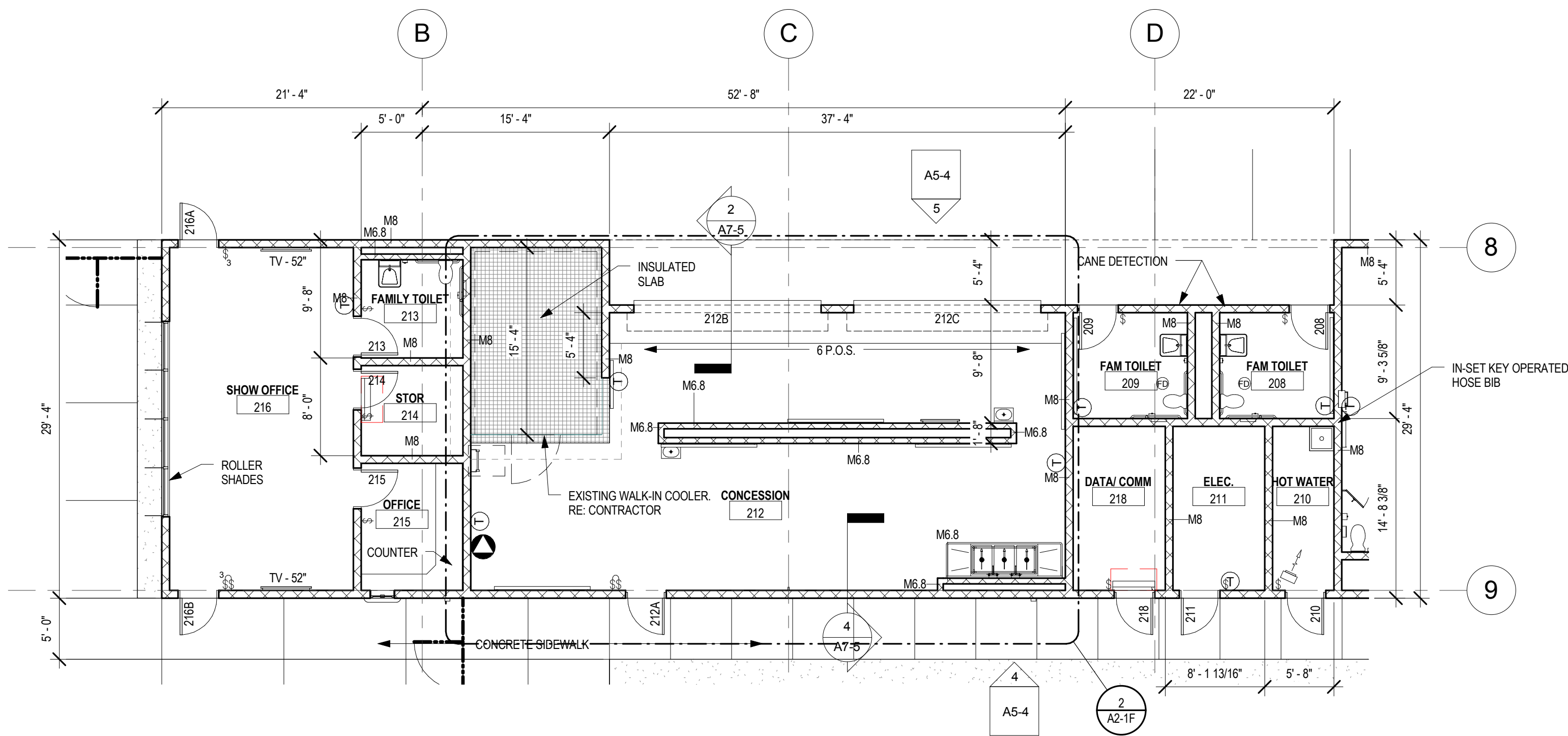




### 3 ENLARGED CATERING PREP



2 ENLARGED PLAN - WEST CONCESSION EQUIP.  
1/4" = 1'-0"



## 1 ARENA PLAN - WEST CONCESSION

210 CARLOS PARKER BOULEVARD  
TAYLOR, TEXAS 76574

A2-1F





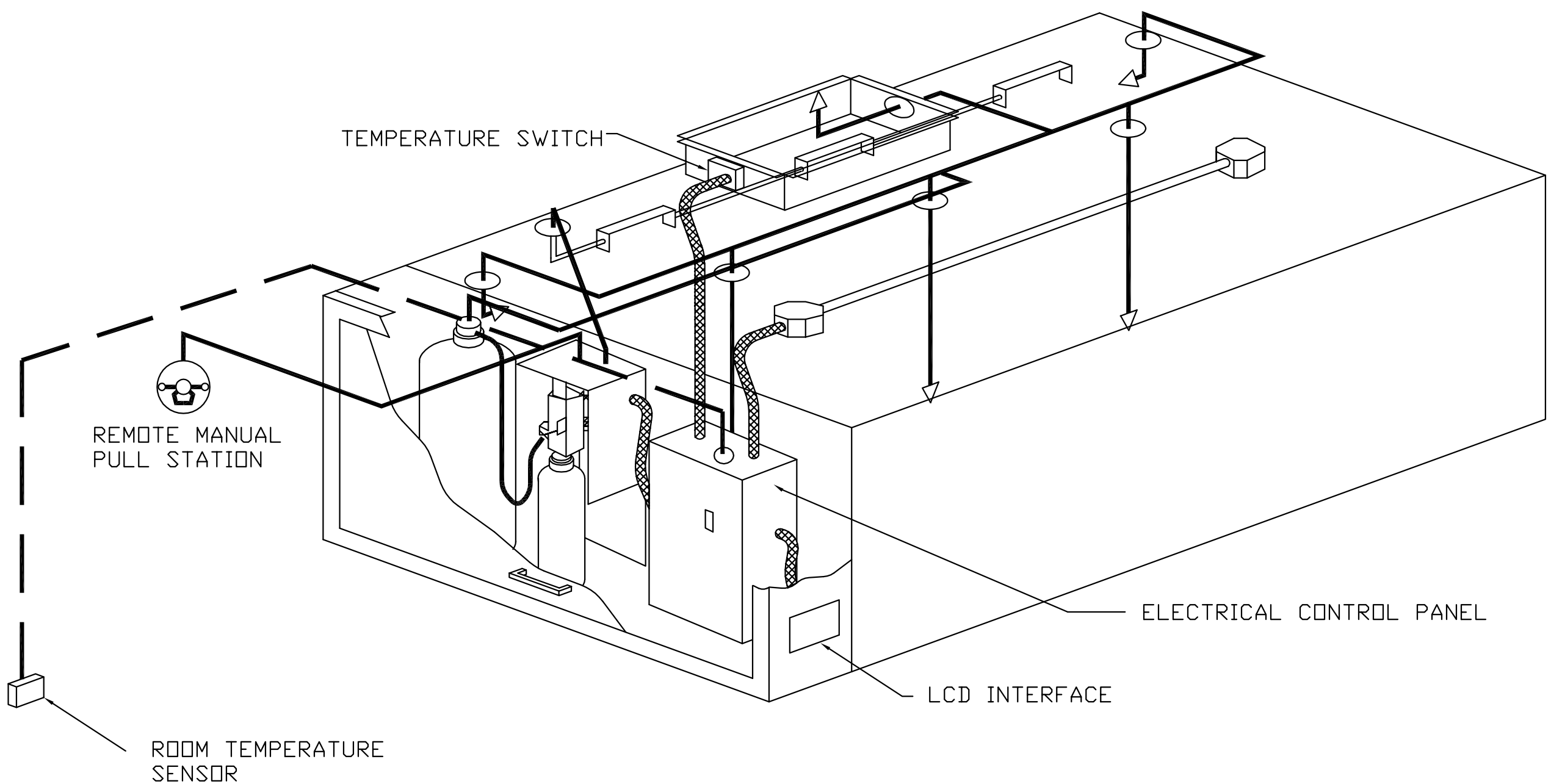
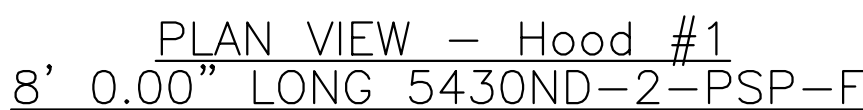
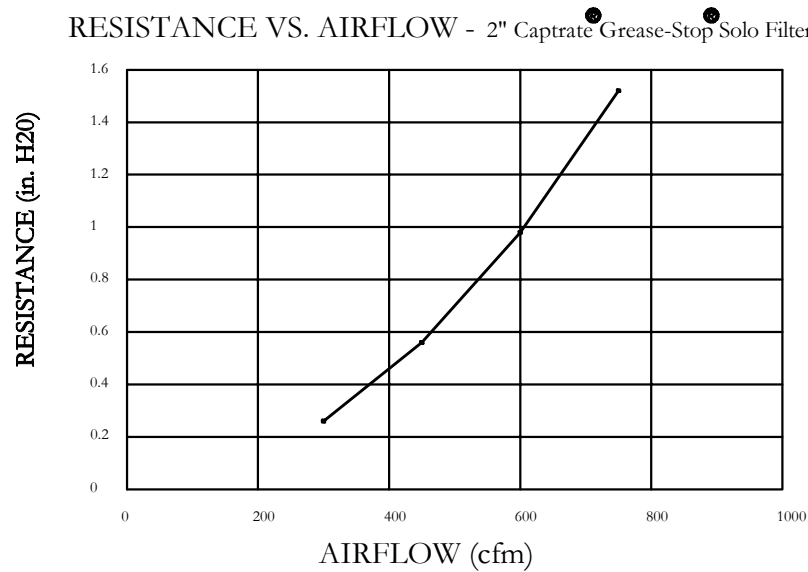
**POPULOUS®**

GAS VALVE(S)

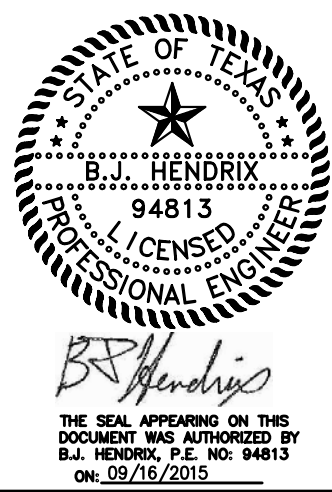
HOOD NO.	TAG	FILTER(S)				LIGHT(S)			UTILITY CABINET(S)				FIRE SYSTEM PIPING	HOOD WGT		
		TYPE	QTY.	HEIGHT	LENGTH	EFFICIENCY @ 9 MICRONS	QTY.	TYPE	WIRE GUARD	LOCATION	FIRE SYSTEM				ELECTRICAL	SWITCHES
											TYPE	SIZE			MODEL #	QUANTITY
1		Captrate Solo Filter	6	20"	16"	93% See Filter Spec.	3	L55 Series E26	NO	Left	Ansul R102	3.0	SC-111110FP	1 Light 1 Fan	YES	712 LBS

HOOD NO.	TAG	POS.	LENGTH	WIDTH	HEIGHT	TYPE	RISER(S)				
							WIDTH	LENG.	DIA.	CFM	S.P.
1		Front	108"	12"	6"	MUA	8"	36"		605	0.141"
						MUA	8"	36"		605	0.141"

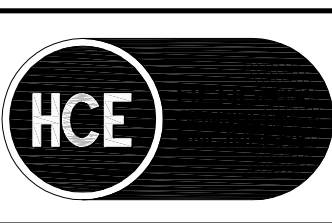
THE CAPTRATE GREASE-STOP SOLD WAS TESTED TO ASTM STANDARD ASTM F2519-05.




SECTION VIEW - MODEL 5430ND-2-PSP-F  
HOOD - #1



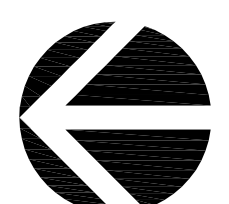
REFERENCE GENERAL NOTES ON  
SHEETS M1-1, P1-1 AND E1-1  
FOR ADDITIONAL INFORMATION



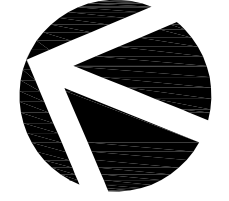
This document, the ideas and designs incorporated herein are and shall remain the property of Hendrix Consulting Engineers. These documents are not to be used or altered, in whole or in part, for other than the original intended use, nor are they to be assigned to any third party without written permission from Hendrix Consulting Engineers.

**F - 4095** 

HCE job no.: 15-011



## PROJECT NORTH



NORTH

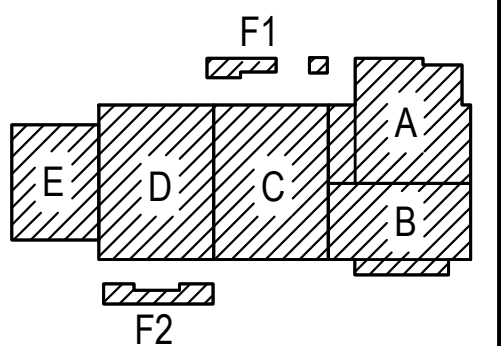
WILLIAMSON COUNTY EXPO CENTER

210 CARLOS PARKER BOULEVARD  
TAYLOR, TEXAS 76574

CONSTRUCTION  
DOCUMENTS

September 16, 2015

## REVISIONS

[illegible]

PROJECT NO. 14.3903	ISSUED BY: <b>POPULOUS*</b>
------------------------	--------------------------------

**QUESTIONS:**

## KITCHEN HOOD INFORMATION

DISCIPLINE - CATEGORY - SUB CATEGORY - SHEET

M1-7

THESE NOTES APPLY TO THIS SHEET ONLY

- |     |   |
|-----|---|
| M17 | PROVIDE 3' DROP, COVER OPEN END WITH 1/2" HARDWARE CLOTH MOUNTED IN A REMOVABLE FRAME.  |
| M15 | RE: INSULATED FILTER BOX DETAIL ON DETAIL SHEET(S).   |
| M16 | OUTSIDE AIR TO CONNECT TO RETURN AIR PLENUM. PROVIDE WITH MANUAL VOLUME DAMPER FOR BALANCING AND MOTORIZED DAMPER. MOTORIZED DAMPER TO OPEN ONLY WHEN COMPRESSOR IS OPERATING.          |
| M17 | ROUTE CONDENSATE TO FLOOR SINK IN CONCESSION.   |
| M18 | ELECTRIC UNIT HEATER FOR FREEZE PROTECTION. INSTALL AT 7'-0" TO BOTTOM OF HEATER. COORDINATE FINAL LOCATION WITH ALL TRADES PRIOR TO ROUGH-IN.  |
| M19 | RADIANT COVE HEATER, COORDINATE FINAL LOCATION WITH ARCHITECT. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.  |
| M20 | CIRCULATING FAN, INSTALL AT 7'-0" TO BOTTOM OF FAN. COORDINATE FINAL LOCATION WITH ARCHITECT AND ELECTRICAL CONTRACTOR PRIOR TO ROUGH-IN.   |
| M21 | UNITS ON ROOF TO BE SUSPENDED PER "CONDENSING UNIT SUPPORT DETAIL" ON DETAIL SHEETS AND PROVIDE ROOF JACK PER DETAIL ON DETAIL SHEETS FOR ROUTING OF REFRIGERANT AND ELECTRICAL PIPING. |

## POPULOUS

**Civil Engineer**  
Haff Associates, Inc.  
Two Sierra Way, Suite 105  
Georgetown, TX 78626  
512-942-6232

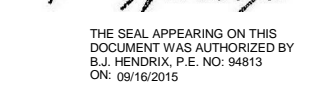
## WILLIAMSON COUNTY EXPO CENTER

2210 CARLOS PARKER BOULEVARD  
TAYLOR, TEXAS 76574

CONSTRUCTION  
DOCUMENTS

September 16, 2015

## REVISIONS

[illegible]

REFERENCE GENERAL NOTES ON  
SHEETS M1-1, P1-1, AND E1-1  
FOR ADDITIONAL INFORMATION

This document, the ideas and designs incorporated herein are and shall remain the property of Hendrix Consulting Engineers. These documents are not to be used or altered, in whole or in part, for other than the original intended use, nor are they to be assigned to any third party without written permission from Hendrix Consulting Engineers.

HCE job no.: 15-01



FLOOR PLAN - AREA  
F1 & F2 -  
MECHANICAL

DISCIPLINE - CATEGORY - SUB CATEGORY - SHEET

M2-1F



## 02 FLOOR PLAN - AREA F1 - EAST MECHANICAL

SCALE: 1/8" = 1'-0"




SCALE: 1/8" = 1'-0"



- |   |   |
|---|---|
| A | ELECTRICIAN TO COORDINATE ALL ROUGH-IN, CONNECTION REQUIREMENTS AND ADDITIONAL ELECTRICAL REQUIREMENTS WITH KITCHEN CONSULTANT DRAWINGS AND KITCHEN EQUIPMENT SUPPLIER.   |
| B | KITCHEN HOOD, THE ELECTRICIAN SHALL PROVIDE ALL NECESSARY HARDWARE, WIRING AND MAKE ALL CONNECTIONS FOR KITCHEN HOOD LIGHTS, FAN, FAN INTERLOCKS, SHUNT CONNECTIONS, INTERLOCKS ETC.  |
| C | COOLER/FREEZER, ELECTRICIAN TO COORDINATE AND PROVIDE ALL ELECTRICAL AND CONNECTION REQUIREMENTS WITH KITCHEN EQUIPMENT SUPPLIER, LIGHTING, DOOR JAMB HEATER, FAN, HEAT TRACE, DRAIN HEATER, CONDENSER SECTIONS, BLOWER COILS FOR AUTO DEFROST, TIME CLOCK, ETC   |
| D | THE KITCHEN EQUIPMENT SUPPLIER IS TO PROVIDE CORD AND PLUG SET TO THE ELECTRICIAN. THE ELECTRICIAN SHALL INSTALL CORD AND PLUG AND PROPER RECEPTACLE TO MATCH. FOR LARGE PIECES WHEN THIS ISNT PROVIDED THE ELECTRICIAN IT TO PROVIDE NEAR DISCONNECT MEANS RECEPTACLE OR DISCONNECT PER OWNER REQUIREMENTS. (3PH-208V GRG) |
| E | ALL 120 VOLT RECEPTACLES IN KITCHEN TO BE GFCI PER NEC 210.8.(B).(2). GFCI BREAKERS ARE TO SERVE CIRCUITS TO EQUIPMENT WHERE GFCI RECEPTACLES ARE NOT ACCESSIBLE TO RESET   |
| F | COORDINATE LOCATION OF GFI RECEPTACLE SO THEY ARE ACCESSIBLE TO BE RESET.   |
| G | PROVIDE DATA OUTLET UNDER EACH CASH REGISTER. COORDINATE FINAL LOCATION WITH KITCHEN PLANS.   |
| H | ELECTRICIAN TO INTERLOCK TABLE LIMIT SWITCH WITH DISH WASHER PER MANUFACTURERS REQUIREMENTS.  |

**REFER TO FOOD SERVICES DRAWINGS FOR  
ROUGH-IN REQUIREMENTS AND EQUIPMENT  
INFORMATION.**

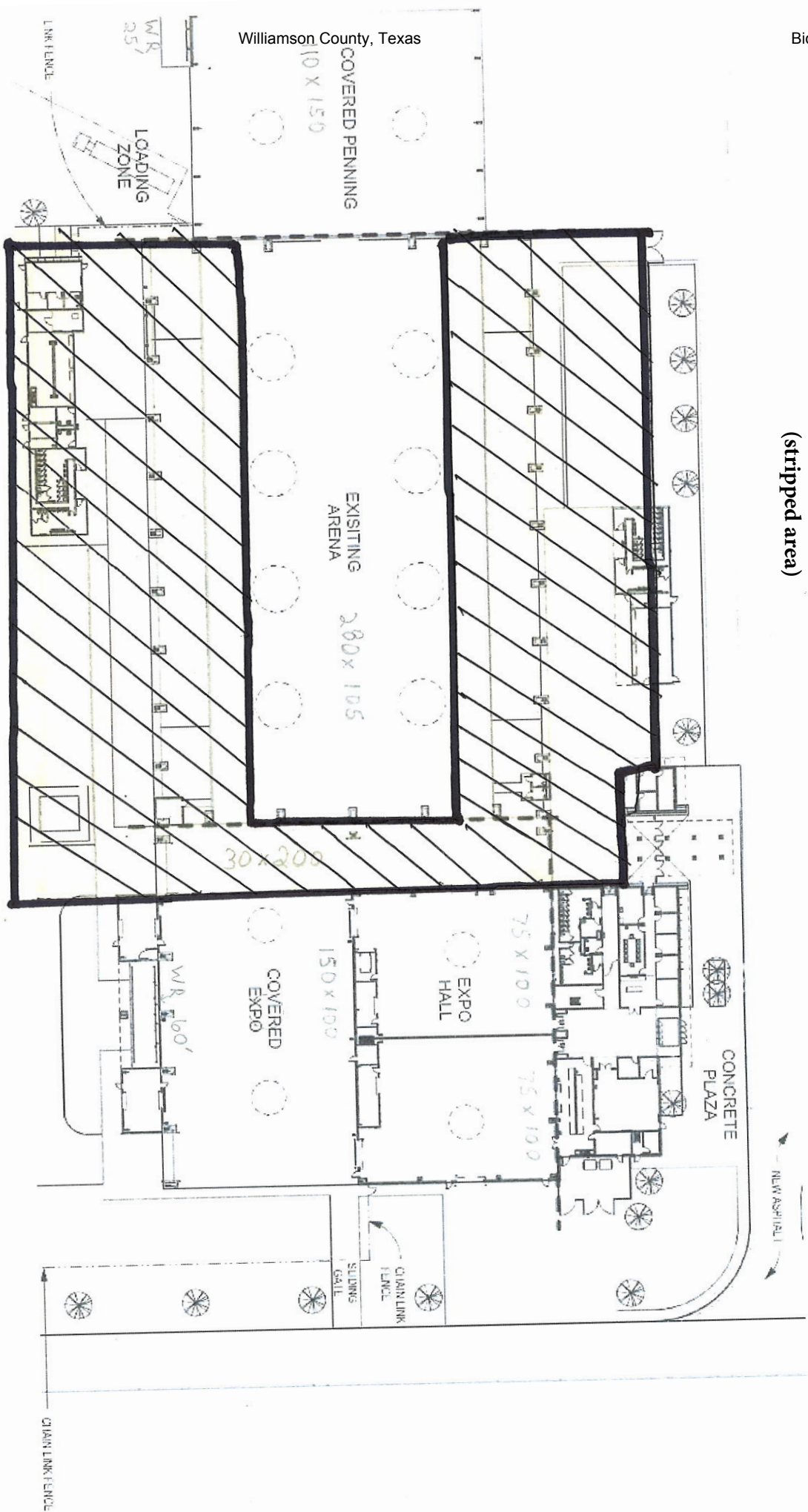


NORTH

210 CARLOS PARKER BOULEVARD  
TAYLOR, TEXAS 76574



**BG PERMIT AREA**  
(striped area)



**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.**

	5
	6

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.**

	5
	6





# **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.

	5
	6

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

	5
	6

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:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

## **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

## 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.**

## Question and Answers for Bid #1608-106 - Food and Drink Concessions Williamson Co. Exposition Center

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session****49.****Meeting Date:** 08/09/2016

Hazard Fuels Reduction Program

**Submitted By:** Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding bids received for IFB# 1605-085, Hazard Fuels Reduction Program to the lowest and best bidder meeting specifications, Quality Tree and Lawn.

**Background**

After concluding the bid process and receiving two (2) bids, the Parks and Recreation and Office of Emergency Management departments mutually agree to suggest awarding the Hazard Fuels Reduction Program contract 1605-085 to the lowest and best bidder meeting specifications to Quality Tree and Lawn. Term of contract is September 1, 2016 through February 28, 2017.

This project is funded and awarded to Williamson County by a grant in reference to the DR-1999-019 TX Williamson County Fuels Reduction/Defensible Space Project Award under the CFDA 97.039 Hazard Mitigation Grant Program (HMGP) selected by the State of Texas and approved by the Federal Emergency Management Agency (FEMA).

---

**Fiscal Impact**

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

**Attachments**[Bid Tabulation](#)[Form 1295](#)[Recommendation Letter](#)[Quality Tree and Lawn bid documents](#)

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 08/04/2016

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

08/04/2016 09:07 AM

08/04/2016 09:20 AM

Started On: 08/03/2016 01:42 PM


## Bid #1605-085 - Hazard Fuels Reduction Program

Creation Date **May 25, 2016**

End Date **Jul 26, 2016 2:00:00 PM CDT**

Start Date **Jun 14, 2016 11:16:15 AM CDT**

Awarded Date **Not Yet Awarded**

1605-085--01-01 Please Attach All Bid Documents to this line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Quality Tree and Lawn	 First Offer - \$193,500.00	1 / lump sum	\$193,500.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Executive Outdoor Solutions	First Offer - \$369,600.00	1 / lump sum	\$369,600.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Re-seeding will be at a cost of \$11.25 / Square yard.		

### Supplier Totals

<b>Quality Tree and Lawn</b>		<b>\$193,500.00</b>
Bid Contact <b>Carl Joiner Jr.</b> <b>Qualitytreeandlawn78646@gmail.com</b> <b>Ph 512-260-9915</b>	Address <b>Leander, TX 78641</b>	
Agency Notes:		Supplier Notes:
<b>Executive Outdoor Solutions</b>		<b>\$369,600.00</b>
Bid Contact <b>Joel Beebe</b> <b>eosolutions715@gmail.com</b> <b>Ph 512-774-5265</b>	Address <b>AUSTIN, TX 78750</b>	
Agency Notes:		Supplier Notes:

**\*\*** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Quality Tree and Lawn  
Leander, TX United States

Certificate Number:  
2016-94302

Date Filed:  
08/03/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

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.

Bid 1605-085

Hazard Fuels Reduction Program clearing a fire break around Williamson County Regional Park.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Joiner Jr., Carl	Leander, 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.



*Carl Joiner Jr.*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bonnie Robinder, Notary this the Third day of August, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

*Bonnie Robinder*  
Printed name of officer administering oath

*Notary*  
Title of officer administering oath

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

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**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Quality Tree and Lawn  
Leander, TX United States

**Certificate Number:**  
2016-94302

**Date Filed:**  
08/03/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**Date Acknowledged:**  
08/03/2016

**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.**

Bid 1605-085  
Hazard Fuels Reduction Program clearing a fire break around Williamson County Regional Park.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Joiner Jr., Carl	Leander, 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.

\_\_\_\_\_  
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



JARRED THOMAS

Emergency Management Coordinator  
WILLIAMSON COUNTY, TEXAS  
Office of Emergency Management

August 03, 2016

Ms. Brenda Fuller, CPPB  
Senior Purchasing Specialist  
Williamson County  
901 S. Austin Ave.  
Georgetown, TX 78626

Ms. Fuller,

Pursuant to numerous conversations with Mr. Randy Bell, Director of Parks and Recreation we have mutually agreed to suggest awarding the Hazard Fuels Reduction Program contract (1605-085) to the lowest bidder Quality Tree and Lawn of Leander Texas.

With this information Randy and I respectfully ask you to proceed to the next step in the award process.

Regards,

Gregory Williams  
Deputy Emergency Management Coordinator



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT  
SOLICITATION**

**Hazard Fuels Reduction Program**

**BIDS MUST BE RECEIVED ON OR BEFORE:**

**Jul 26, 2016 2:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:**

**Jul 26, 2016 2:00:00 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Bidders are strongly encouraged to carefully read this entire IFB.**

**Electronic bids are requested**, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: IFB NAME AND NUMBER  
901 South Austin Avenue  
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

## Bid 1605-085 Hazard Fuels Reduction Program

Bid Number 1605-085  
 Bid Title Hazard Fuels Reduction Program  
  
 Bid Start Date Jun 14, 2016 11:16:15 AM CDT  
 Bid End Date Jul 26, 2016 2:00:00 PM CDT  
 Question & Answer End Date Jul 22, 2016 5:00:00 PM CDT  
  
 Bid Contact Brenda Fuller  
 512-943-1607  
 brendafuller@wilco.org  
  
 Contract Duration 6 months  
 Contract Renewal Not Applicable  
 Prices Good for 6 months  
 Pre-Bid Conference Jul 14, 2016 2:00:00 PM CDT  
 Attendance is mandatory  
 Location: Southwest Williamson County Regional Park  
 3005 County Road 175  
 Leander, TX at the playground pavilion off of Borho Drive  
  
 Bid Comments Hazard Fuels Reduction Program

### Item Response Form

Item 1605-085--01-01 - Please Attach All Bid Documents to this line  
 Quantity 1 lump sum  
 Unit Price ~~\$193,500.00/no~~  
 Delivery Location Williamson County, Texas  
 Office of Emergency Management  
 911 Tracy Chambers Lane  
 Georgetown TX 78626  
 Qty 1

#### Description

Put total price and attach all documents here.

*Total Price: one hundred ninety three thousand five hundred dollars  
and zero cents!*

*References: Randy Thompson City of Cedar Park (SD) 585-2682 Parks Dept.*

*email: randythompson@cedarparktexas.gov*

*Bryan Reno City of Cedar Park (SD) 573-7600 Parks Pools*

*email bryan.reno@cedarparktexas.gov*

**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.***Carl Jones Jr.*

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.**

*none*

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.**

*none*

References: Riata Builders

Jed Adams Home Builder (512) 948-7521  
Email: jadams.riata@hotmail.com

Texas Heat Treating

Buddy Crossley (512) 632-1760

Buster Crossley (512) 751-5884

\$9 square yard for grass seeding as needed!

Carl Bonner Jr.  
Quality Tree and Lawn



**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

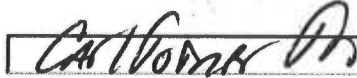
D. Describe each affiliation or business relationship.

none

6. Describe any other affiliation or business relationship that might cause conflict of interest:

none

7



Signature of person doing business with the governmental entity



Date

Signature not required if completing in BIDSYNC electronically.

**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

TEXAS

COUNTY OF

Williamson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day

personally appeared Carl Joiner Jr., (Name of Signer), who after being by me duly sworn,

did depose and say: "I, Carl Joiner Jr., (Name of Signer) am a duly authorized officer of/agent

for Quality Tree and Lawn (Name of Respondent) and have been duly authorized to execute the

foregoing on behalf of the said Quality Tree and Lawn (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:

Carl Joiner Jr. (Quality Tree and Lawn)

Address of Respondent:

P.O. Box 576Gander, TX 78646

Email:

QualityTreeandLawn78646@gmail.com

Telephone#:

(512) 260-9915

By:

Carl Joiner Jr.

Printed Name:

Carl Joiner Jr.

Title: OWNER (Quality Thread Lawn)SUBSCRIBED AND SWORN to before me by the above-named Carl Bonneron this the 26<sup>th</sup> day of July, 2016.Bonnie Robinder

Notary Public in and for

The State of Texas

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSNC ELECTRONICALLY.

## **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](http://www.bidsync.com) for further information.

If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the '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 Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – 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.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The 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 (15<sup>TH</sup>) 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** Bid 1605-085  
**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 p. 16  
6/14/2018 10:19 AM

### **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, statutes, 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 for

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. Bided 05085

### 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](mailto: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.

## HAZARD FUELS REDUCTION PROGRAM

### SCOPE OF WORK

Project Description: Williamson County will implement a hazardous fuels reduction program to reduce wildfire hazards along the boundaries of Southwest Williamson County Regional Park that are adjacent to residential development. The proposed action would reduce the quantity of hazardous vegetative fuel along the park perimeter to limit the movement of a wildfire across the park boundary. The proposed project area includes the 50 feet adjacent to approximately 4 miles (21,120 linear feet) of the park boundary for a total of approximately 24 acres.

The fuels reduction activities would include trimming or cutting highly flammable, dead, and diseased vegetation within the project area, selectively trimming trees, and cutting tree branches up to 10 feet from ground level. The proposed action would include removal of surface fuels and "ladder" fuels that have accumulated to reduce the canopy bulk density and diminish the chance of a fire transitioning in to a crown fire or sustaining as a crown fire. The height of trimming and limbing would depend on the size, location, growth potential, health of the tree. The proposed action may also include the selective removal of some trees larger than 8 inches in diameter only when necessary to achieve the desired canopy cover. Stumps of cut trees would not be removed but would be cut down to within 3 inches of the soil surface, but root balls would not be removed, and the soils would not be disturbed. The cut vegetation and debris will be either ground or mulched on-site and temporarily stored at the park. Depending on the topography, some areas may be reseeded with short grasses to reduce erosion.



## HAZARD FUELS REDUCTION PROGRAM

Work would on only be conducted between September 1 and February 28 to minimize impacts to federally listed bird species. The implementation of the proposed action is projected to occur over a period of approximately 12 weeks. Equipment used would include a variety of mechanized and hand equipment, such as shredders, power mowers, grinders, mulchers, chainsaws, hand saws, pole saws, seed broadcasters, rakes, hoes, shovels, ladders, scythes, etc. Work areas would be accessed by motorized vehicles, four-wheeled gator-type vehicles, and by foot, depending on topography. The mechanized equipment would be rubber-tracked to minimize ground disturbance in the project area.

### TERM OF CONTRACT

September 1, 2016 through February 28, 2017.

### SPECIFICATIONS

1. Contractor will be required to obtain and comply with all local, state, and federal permits, approvals and requirements prior to initiating work on this project.
2. Fuel-burning equipment running times will be kept to minimum and engines must be properly maintained.
3. Debris or mulch piles must not be staged or stored in the floodplain, though mulch may be spread on the ground surface for erosion control at the discretion and direction of County staff. Debris that cannot be spread at the site will be removed from the park by the contractor.
4. Williamson County Contractor will conduct hazardous fuels reduction work only outside of the breeding season for golden-cheeked warbler. Work is

## HAZARD FUELS REDUCTION PROGRAM

allowed from September 1, 2016 through February 28, 2017. Work must not be conducted from March 1, 2016 through August 31, 2016.

5. All bidders shall attend a mandatory pre-bid coordination meeting to be held at Southwest Williamson County Regional Park, 3005 County Road 175, City of Leander. The meeting will be held at the playground pavilion off of Borho Dr.
6. Deposition or accumulation of soil, trash, ashes, refuse, waste, bio-solids, or any other materials at the project site as a result of the proposed action is prohibited. Vegetative debris must be removed from the project site or mulched and spread on-site at the discretion of County Staff. Mulch will be placed on existing trails with appropriate measures (such as adequate setbacks or a silt fence) to prevent mulch from washing toward or into cave openings. Mulch will not be placed at or near sensitive areas marked or otherwise identified by County staff.
7. Contractor must seal any wounds on oaks that are the result of pruning and seal any oak stumps that are created as a result of the proposed action in order to prevent transmission of oak wilt fungus.
8. It is anticipated that there will be some areas that need to be re-seeded as part of this project. However, it cannot be determined at this time how large the area will be until the end of the project. Contractor will furnish a not to exceed price for a 1 cubic yard area. Additional description will be provided at the pre-bid meeting.
9. Equipment staging, refueling, and storage of gasoline will only be allowed in areas designated by County staff. Contractor will not store or leave any petroleum products or fuels at the project site when work is not in progress.

## HAZARD FUELS REDUCTION PROGRAM

10. Stumps and root balls will not be removed. Stumps will be ground down to 3 inches above the ground surface
11. Soil disturbance will be limited by implementing best management practices (BPM's) to prevent soil erosion of areas disturbed by the use of heavy equipment. Rubber tracks will be used on equipment to limit soil disturbance. Contractor will provide County staff a list of all equipment that will be used on the project. County staff must approve each piece of equipment to be used on the project.
12. Williamson County will ensure that BPMs are implemented to prevent erosion and sedimentation includes equipment storage and staging areas.
13. Williamson County will identify all buffer zones relevant for project implementation with colored flags or tape prior to beginning work. Each zone will be marked with a different colored flag or tape and the delineation of these zones will be consistent throughout the scope of the project. Contractor will not disturb the flags and/or other markers, and will be left in place during the project.
14. Contractor will provide a full time monitor that will oversee implementation of the project and ensure that the avoidance and mitigation measures as specified by County staff are adhered to.

In the event that archeological deposits, including any Native American pottery, stone tools, bones, or human remains are uncovered, the project must be halted immediately in the vicinity of the discovery, and all reasonable measures must be taken to avoid or minimize harm to the finds. Contractor will immediately report this situation to County staff.

15. Fuels reduction activities must take place between 8a.m. and 5p.m., Monday through Friday. Equipment and machinery used at the proposed project site must meet local, state, and federal noise control regulations.

## HAZARD FUELS REDUCTION PROGRAM

## INSURANCE REQUIREMENTS

AWARD IS CONTINGENT ON COMPLIANCE WITH WILLIAMSON COUNTY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES, YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES,	AUTOMOBILE LIABILITY,  INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<b><i>WILLIAMSON COUNTY IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE.</i></b>			

## I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO WILLIAMSON COUNTY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY WILLIAMSON COUNTY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE WILLIAMSON COUNTY'S PRIOR APPROVAL.

## II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

## III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

## HAZARD FUELS REDUCTION PROGRAM

### A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

### B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

### C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE WILLIAMSON CPOUNTY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE WILLIAMSON COUNTY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**Question and Answers for Bid #1605-085 - Hazard Fuels Reduction Program****Overall Bid Questions**

There are no questions associated with this bid.

Question Deadline: Jul 22, 2016 5:00:00 PM CDT

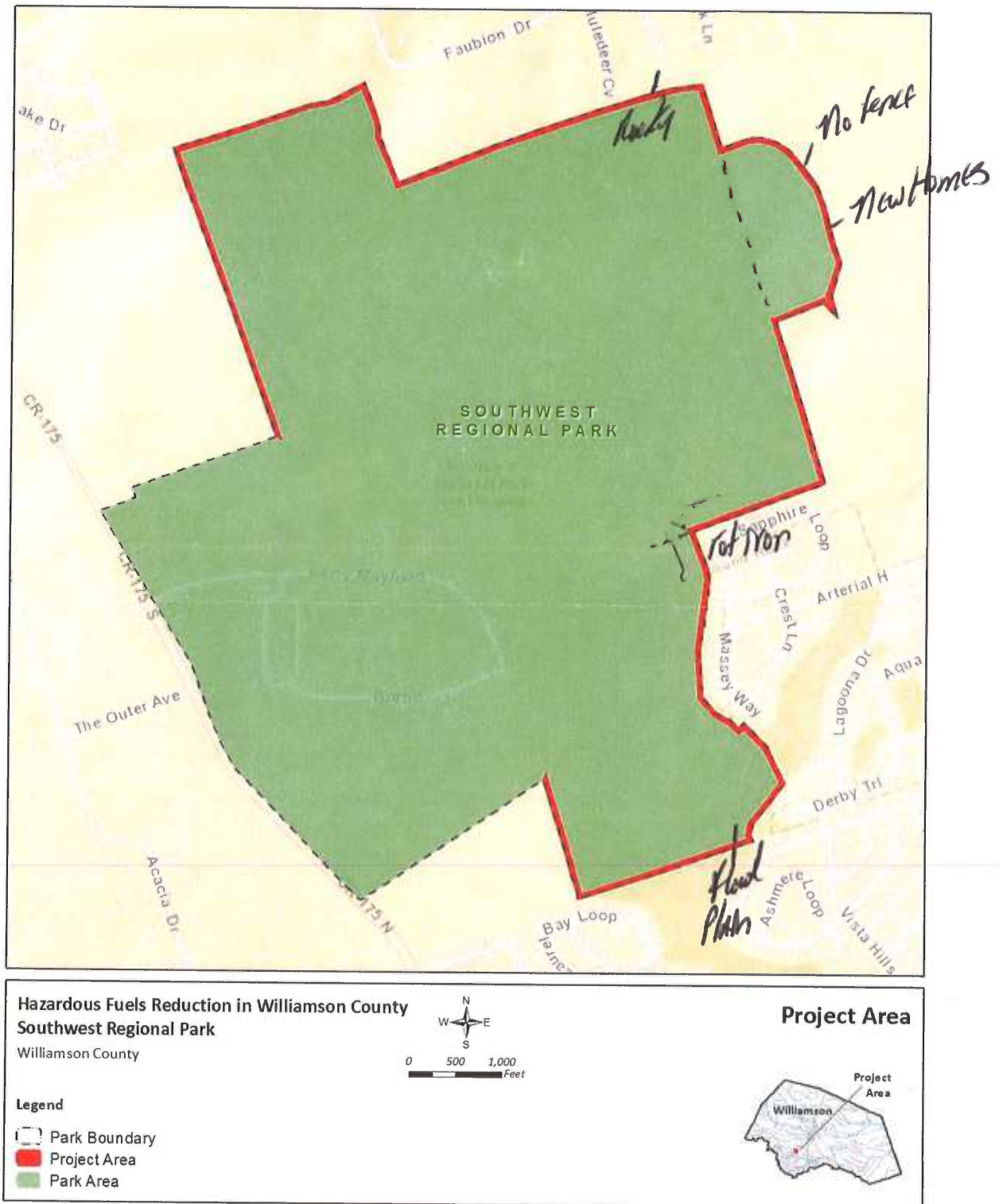




Figure 1.3. Proposed Project Area With Aerial Imagery

#9 square yard as needed for re-stocking!

## Introduction





**Commissioners Court - Regular Session****50.****Meeting Date:** 08/09/2016

2016 Chevrolet Silverado 1500 for SO

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving purchase of 2016 Chevrolet 1500 Silverado 4X2 Double Cab SWB CC15753 for the Williamson County Sheriff's Office from Caldwell Country Chevrolet, as per Buyboard Contract # 430-13.

**Background**

The total purchase price of this vehicle is \$ 22,745

---

**Fiscal Impact**

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

**Attachments**

[buyboard quote](#)

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 10:42 AM

Started On: 08/04/2016 09:36 AM

QUOTE# 001S

## CONTRACT PRICING WORKSHEET

End User: WILLIAMSON COUNTY	Contractor: CALDWELL COUNTRY
Contact Name: RUSSELL TRAVIS RANDY RODGERS	CALDWELL COUNTRY
Email: <a href="mailto:RTRAVIS@WILCO.ORG">RTRAVIS@WILCO.ORG</a> RRODGERS@WILCO.ORG	Prepared By: Averyt Knapp
Phone #: 512-943-1347 512-943-3368 (VMC-R.RODGERS)	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: GEORGETOWN	Fax #: 979-567-0853
Date Prepared: AUGUST 3, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2016 CHEVROLET 1500 SILVERADO 4X2 DOUBLE CAB SWB CC15753	

### A Base Price & Options:

\$22,345

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB 4DR, 5.3L-V8, 6-SPD AUTOMATIC, 40-20-40 CLOTH SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, OEM TRAILER TOW PACKAGE, 6.5' BED, REAR STEP BUMPER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B

INCL

## C Unpublished Options

[illegible]

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		\$22,345
Quantity Ordered		1
X		
Subtotal E		\$22,345
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$22,745
Estimated Delivery Date:		UNIT IN STOCK- IMMEDIATE DELIVERY (REF#GZ369484) (REF#GZ363392)

**Commissioners Court - Regular Session****51.****Meeting Date:** 08/09/2016

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
- h) Leander/Reagan TIRZ

**Background**

---

**Fiscal Impact**

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

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 10:42 AM

Started On: 08/04/2016 10:21 AM

**Commissioners Court - Regular Session****52.****Meeting Date:** 08/09/2016

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 DB Wood Rd. (Sneed Loop)
- 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 for Bill Pickett Trail.
- q) Discuss the acquisition of real property: Arterial H
- 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.
- t) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- u) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

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

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss 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**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/04/2016

**Reviewed By**

Wendy Coco

**Date**

08/04/2016 10:42 AM

Started On: 08/04/2016 10:20 AM