

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 23RD, 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 – 16)

5. Discuss, consider, and take appropriate action on line item transfer for the Purchasing Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0494.004999	Miscellaneous	\$500
From	0100.0494.004350	Printed Materials and Binding	\$150
From	0100.0494.003901	Publications/Books/Periodicals	200
From	0100.0494.003900	Memberships	400.00
From	0100.0494.003120	Printer Supplies	\$100.00
To	0100.0494.004310	Advertising & Legal Notices	\$1350

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

Fiscal Impact

From/To	Acct No.	Description	Amount
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From	0100.0540.003010	Computer Equipment < \$5000	\$760.00
To	0100.0540.003011	Computer Software < \$5000	\$760.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0645.004106	Counseling Services	\$1,000.00
From	0100.0645.003316	Medical/Hospital	\$600.00
From	0100.0645.004999	Miscellaneous	\$450.00
From	0100.0645.004109	Special Needs	\$300.00
From	0100.0645.004105	Foster Home Care	\$250.00
To	0100.0645.003305	Clothes	\$2,600.00

8. Discuss, consider and take appropriate action on a line item transfer for Road and Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-001107	Temporary Labor/Seasonal Help	\$25,000.00
To	0200-0210-001110	Overtime	\$25,000.00

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	0100.0560.4210	Internet/Email	\$11,344.00
To	0100.0560.5700	Vehicles >\$5,000	\$11,344.00

10. 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	\$4000.00
To	0100-0499-003006	Office Equipment	\$3000.00
To	0100-0499-003100	Office Supplies	\$1000.00

11. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for July 2016 pursuant to Texas Local Government Code § 114.026.

12. Discuss, consider and take appropriate action regarding acceptance of donation in the amount of \$1500 from Capitol Land & Livestock Trucks, Inc. pursuant to Tex. Loc. Gov't Code 81.032.

13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) Desks, (2) Credenzas, (4) Monitors, (1) Laptop, (2) Desktops, (1) Keyboard, (4) Mice, assorted computer cables and multiple chairs, pursuant to Tx. Local Gov't Code 263.152.
14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2009 Black/White Ford Crown Vic, (2) 2011 Black/White Ford Crown Vic., (1) 2006 White Ford F250 XCAB (complete list attached) pursuant to Tx. Local Gov't code 263.152.
15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through trade-in including (1) 2011 White/Red Ford F450, (3) 2012 White/Red Ford F450, (1) 2013 White/Red Ford F450 (complete list attached) pursuant to Tx. Local Gov't Code 263.152.
16. Discuss, consider, and take appropriate action on approval of the revised plat for the Brushy Bend Park Lot 95 subdivision - Pct 1

REGULAR AGENDA

17. Discuss and take appropriate action on Resolution recognizing Shirley Merkord's service to Williamson County for 39 and 2/3s years upon retirement and setting aside August 25, 2016 as Shirley Merkord Day.
18. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
19. Discuss, consider, and take appropriate action regarding a Supplemental Utility Agreement with Seminole Pipeline for utility adjustments on CR 110 South, a Road Bond Project in Commissioner Pct. 4.
20. Discuss, consider and take appropriate action on approving the transfers of \$8,684.62 from Bagdad Rd (P272) to SH 29 Improvements (P217), \$18,000.00 from SH 195 ROW (P149) to Reagan Blvd IV (P196), \$5,000.00 from SH 195 (P149) to RM 620 Interim Improvements (P167), \$60,000.00 from SH 195 ROW (P149) to Chandler Road Expansion (P255), \$52,000.00 from SH 195 (P149) to SH 29 Improvements (P217), \$50,000.00 from SH 195 ROW (P149) to CR 245 (P273), and \$255,000.00 from SH 195 ROW (P149) to Tradesman Drive/UPRR Crossing (P263).
21. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 15 in the amount of \$16,922.00 for replacing the downspouts at the Existing Arena, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.
22. Discuss, consider and take appropriate action on a Letter Agreement with Beverly Clement, Katherine Clement and Marilyn Clement regarding drainage improvements to CR 351.
23. Discuss, consider and take appropriate action on a Real Estate Contract with Bradley and Marian Cockrum for Right of Way needed on CR 111. (Parcel 20)
24. 10:00 a.m. Hold Public Hearing for changing the street name CR 457 to Hardi Rd. PCT 4
25. Discuss, consider and take appropriate action on the name change of CR 457 to Hardi Rd. PCT 4

26. 10:00 a.m. Hold Public Hearing for changing a portion of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4
27. Discuss, consider and take appropriate action on the name change of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4.
28. Discuss and take appropriate action on ordering the general election to be held November 8, 2016.
29. Discuss, consider, and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2016 and ending August 31, 2017.
30. Discuss, consider, and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on November 8, 2016.
31. Discuss, consider, and take appropriate action on the submission of a grant provided through the Texas Commission on Environmental Quality for the Williamson County Local Emergency Planning Committee (LEPC), administered by the Office of Emergency Management, in the amount of \$140,769.00. The request is for a 12 month grant funded position to analyze and plan for chemical emergencies, software to analyze threats and risk, and a rugged laptop.
32. Discuss, consider, and approve the County Judge authorization to sign the updated Williamson County Local Emergency Planning Committee (LEPC) Roster.
33. Discuss 2016-2017 Budget.
34. Discuss, consider, and take appropriate action on the FY16/17 Budget Order.
35. Discuss and take action to add an Accountant II position to the County Auditor's Office effective September 1, 2016.
36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for CAMPO.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370510	CAMPO	6082.62

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Auditors Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0495.001100	Salaries	4290.30
	0100.0495.002010	FICA	328.21

	0100.0495.002020	Retirement	549.59
	0100.0495.002030	Insurance	700.00
	0100.0495.002050	Workers Comp	214.52

38. Discuss, consider, and take appropriate action on a contract with Brycomm, LLC for a fiber-optic cable maintenance contract (DIR-SDD-1901)
39. Discuss, consider, and take appropriate action on awarding IFB # 1607-101 Milling & Overlay Ronald Reagan Blvd to the lowest and best bidder Lone Star Paving as recommended by Williamson County Road & Bridge.
40. Discuss, consider, and take appropriate action on extending annual policy for Third Party Liability, Corrective Action and Clean-up Costs for the Storage Tank Pollution with Commerce And Industry Insurance Company for Fleet Services.
41. Discuss, consider and take appropriate action on awarding Bid 1606 098, Lease 227 Acres Agricultural Land at Blackland County Park to the best, highest bidder, Mr. Ross Emory Stromberg, Jr. for a total annual lease amount of \$20,500.00.
42. Discuss, consider and take appropriate action on authorizing the renewal of Mal-Practice Insurance, Quote 1509-009, for the same pricing, terms and conditions as the existing Contract for the term of October 1, 2016 - September 30, 2017, with Extraco Banks.
43. Discuss, consider and take appropriate action on authorizing the renewal of Metal Beam Guard Fence, Contract 1507-002, for the same pricing, terms and conditions as the existing Contract, but with the addition of an updated Work Plan (Attachment A) to include two additional road locations as well as On-Call Services for five additional roads, for the term of September 8, 2016 - September 7, 2017 with RHB Construction.
44. Discuss, consider, and take appropriate action on approving purchase of precast box culverts per Buyboard Contract 462 14 between Williamson County Road and Bridge and Fiquay for a total purchase amount of \$84,274.00.
45. Discuss and consider approving a line item transfer for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006621	06 Unlimited Tax Refunding-Int	\$4,196.91
To	0600.0600.004098	Pmt to Refunding Escrow Agent	\$2,623.66
To	0600.0600.006638	14 Limited Park Bonds-Int	\$1,573.25

46. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0000.370400	Proceeds fm Bond/CO Issuances	\$37,980,000.00

	0600.0000.370401	Premium fm Bond/CO Issuances	\$6,616,600.65
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47. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.004098	Pymt to Refunding Escrow Agent	\$44,134,898.33
	0600.0600.004099	Bond Issuance Cost	\$461,702.32

48. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$366.00

49. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledge additional expenditures for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$366.00

50. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Sheriff's Office Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$452.31

51. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Use of Victim's Assistance Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	V.A. Donations	\$452.31

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)."

52. 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
53. 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.
 - v) Discuss the acquisition of easement interests for CR 351.
- 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.

54. 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.

55. 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).

56. 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)

57. Discuss and take appropriate action concerning economic development.
58. Discuss and take appropriate action concerning real estate.
59. 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.

- 60.** 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.
- 61.** 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:** 08/23/2016

line item transfer to cover advertisement for remainder of the FY

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on line item transfer for the Purchasing Department.

Background

This LIT is to cover advertisement for competitive bidding and auctions through for the remainder of FY2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0494.004999	Miscellaneous	\$500
From	0100.0494.004350	Printed Materials and Binding	\$150
From	0100.0494.003901	Publications/Books/Periodicals	200
From	0100.0494.003900	Memberships	400.00
From	0100.0494.003120	Printer Supplies	\$100.00
To	0100.0494.004310	Advertising & Legal Notices	\$1350

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kerstin Hancock

Final Approval Date: 08/15/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

08/15/2016 09:52 AM

08/15/2016 03:47 PM

Started On: 08/11/2016 04:37 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 08/23/2016

WCEMS Philips Event Review Pro upgrade

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This is a request to move funds from computer hardware to computer software for an upgrade to our Philips Cardiac monitors allowing improved event pro review by Clinical Practices. This rich clinical information will drive patient care and provide improved reporting/analytics resulting in better outcomes.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003010	Computer Equipment < \$5000	\$760.00
To	0100.0540.003011	Computer Software < \$5000	\$760.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kenny Schnell

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

08/17/2016 11:40 AM

08/17/2016 11:44 AM

Started On: 08/17/2016 07:26 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 08/23/2016

Child Welfare Fund Line Item Transfer 08-23-2016

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 a line item transfer for Child Welfare.

Background

Funding request to pay for additional clothing needs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0645.004106	Counseling Services	\$1,000.00
From	0100.0645.003316	Medical/Hospital	\$600.00
From	0100.0645.004999	Miscellaneous	\$450.00
From	0100.0645.004109	Special Needs	\$300.00
From	0100.0645.004105	Foster Home Care	\$250.00
To	0100.0645.003305	Clothes	\$2,600.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tomika Lynce

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

08/17/2016 02:19 PM

08/18/2016 10:18 AM

Started On: 08/17/2016 01:28 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 08/23/2016

Discuss consider and take appropriate action on a line item transfer for Road and Bridge

Submitted For: Terron Evertson**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary in order to continue to meet customer service expectations with the neighborhood street resurfacing program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-001107	Temporary Labor/Seasonal Help	\$25,000.00
To	0200-0210-001110	Overtime	\$25,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Lydia Linden

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

08/17/2016 02:04 PM

08/18/2016 10:19 AM

Started On: 08/17/2016 01:44 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 08/23/2016

Line Item Transfer

Submitted By: Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The requested transfer is to complete the rigout of the Narcotic's Division vehicle. This will include the in-car camera system, as well as all required emergency equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.4210	Internet/Email	\$11,344.00
To	0100.0560.5700	Vehicles >\$5,000	\$11,344.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

08/18/2016 10:12 AM

08/18/2016 10:28 AM

Started On: 08/18/2016 09:50 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 08/23/2016

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

We are requesting this transfer to replace several calculators and printers due to age as well as needing additional office supplies. The tax office would like to purchase a laminator with the accessories to use for various signs that are required by State law to be posted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed forms, books, binders	\$4000.00
To	0100-0499-003006	Office Equipment	\$3000.00
To	0100-0499-003100	Office Supplies	\$1000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 12:09 PM

Started On: 08/18/2016 11:40 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 08/23/2016

Treasurer Finance Report July 2016

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

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for July 2016 pursuant to Texas Local Government Code § 114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2016 July TR

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jerri Jones

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 03:51 PM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF JERRI L. JONES
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
AUGUST TERM 2016

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2016, at the Regular term of Court, we compared and examined the monthly report of JERRI L. JONES, Treasurer of Williamson County, Texas, for **JULY 2016**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$492,431,296.24.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2016.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: JUL-16

Currency: USD
Entity=01 (Williamson County)

General Operating	Beginning Balance	Receipts	Disbursements	Ending Balance
Cash	4,189,539.44	54,248,895.39	54,225,453.66	4,212,981.17
Investments - TexPool	93,216,637.19	10,740,288.32	14,832,515.03	89,124,410.48
Investments	323,090,262.72	13,027,196.63	23,001,877.31	313,115,582.04
Investments - TexStar	5,931,365.12	1,945.05		5,933,310.17
Investments - Logic	76,679,221.65	8,237,977.48	7,902,999.40	77,014,199.73
Total General Operating	503,107,026.12	86,256,302.87	99,962,845.40	489,400,483.59
Payroll Fund				
Cash	1,439,089.88	11,456,391.91	11,446,497.83	1,448,983.96
Total Payroll Fund	1,439,089.88	11,456,391.91	11,446,497.83	1,448,983.96
SO Commissary Fund				
Cash	1,075,914.67			1,075,914.67
Investments - Texpool	505,914.02			505,914.02
Total SO Commissary Fund	1,581,828.69			1,581,828.69
Grand Total	506,127,944.69	97,712,694.78	111,409,343.23	492,431,296.24

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUL-16

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	740,812.66	25,272,185.77	29,359,651.52	(3,346,653.09)
101000 0200 ROAD & BRIDGE GENERAL FUND	(2,226,526.17)	965,675.54	2,238,010.23	(3,498,860.86)
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(13,625.68)			(13,625.68)
101000 0250 PASS THRU FUNDING PROGRAM	55,293.82		341.97	54,951.85
101000 0310 WM-FUTURE ENVIRONMENTAL LIAB	246,193.59			246,193.59
101000 0311 WM-MASTER SITE DEVELOPMENT	540,393.83			540,393.83
101000 0312 WM-COMMUNITY REC FACILITY	416,153.19			416,153.19
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	388,227.53			388,227.53
101000 0340 TOBACCO FUND	69,922.36			69,922.36
101000 0350 LAW LIBRARY FUND	32,363.23	34,933.94	39,269.41	28,027.76
101000 0353 JP #3 TEEN COURT PROGRAM	291.01	20.00	175.85	135.16
101000 0355 COURT REPORTER SERVICE FUND	60,770.57	17,624.00	14,377.35	64,017.22
101000 0360 COURTHOUSE SECURITY FUND	57,333.39	39,105.19	34,298.62	62,139.96
101000 0361 JP SECURITY FUND	124,419.37	2,627.90	1,351.92	125,695.35
101000 0365 CHILD SAFETY FUND	125,296.57	114,472.99	57,296.50	182,473.06
101000 0366 CHILD ABUSE PREVENTION FUND	113.07	58.92	29.46	142.53
101000 0367 JP #3 TRUANCY PROGRAM FD	101,520.65	10,291.63	5,368.74	106,443.54
101000 0368 JP #2 TRUANCY PROGRAM FD	66,323.25	2,241.02	1,004.24	67,560.03
101000 0369 JP #4 TRUANCY PROGRAM FD	75,095.53	4,243.86	1,834.54	77,504.85
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	68,832.19	3,451.42	1,725.71	70,557.90
101000 0371 JUV DELIQ PREV FD-GRAFFITI	8,155.79	27.76	13.88	8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	6,732.64	10,542.06	14,190.55	3,084.15
101000 0373 JP #1 TRUANCY PROGRAM FD	23,476.57	1,212.62	493.36	24,195.83
101000 0374 CTY & DIST CT TECHNOLOGY FUND	70,048.66	1,607.68	803.84	70,852.50
101000 0375 ELECTION SRVS CONTRACT FD	74,315.36	121,280.26	80,948.83	114,646.79
101000 0376 ELECTION DISCRETIONARY FD	245,844.00		725.00	245,119.00
101000 0377 ELECTION CHAPTER 19 FUND	(1,650.00)			(1,650.00)
101000 0378 ELECTION HAVA - TITLE II	452,551.65			452,551.65
101000 0380 PROBATE COURT FUND	48,561.61	870.04	1,017.78	48,413.87
101000 0381 GUARDIANSHIP FUND	120,390.58	3,480.14	1,740.07	122,130.65
101000 0382 SPECIALTY COURTS FUND	134,724.36	11,650.55	2,134.38	144,240.53
101000 0384 RCDs ARCHIVE FUND - CO CLERK	137,990.49	114,620.00	78,234.00	174,376.49
101000 0385 RCDs MGMT/PRSRV FD-CO CLERK	28,120.69	238,032.86	181,343.53	84,810.02
101000 0386 RCDs MGMT/PRSRV FD-DIST CLERK	184,385.58	4,638.92	3,376.98	185,647.52
101000 0387 RCDs TECHNOLOGY FUND-DIST CLERK	244,017.82	8,807.46	4,403.73	248,421.55
101000 0388 COURT RCDs PRESERVATION FUND	449,017.61	12,324.62	6,162.31	455,179.92
101000 0390 RCDs MGMT/PRSRV FD-CO WIDE	84,234.79	16,359.26	9,343.03	91,251.02
101000 0399 STATE AGENCY FUND	761,930.30	501,395.83	1,009,475.58	253,850.55
101000 0406 CO ATTY HOT CHECK FUND	3,621.46	4,736.46	2,368.23	5,989.69
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	119,784.54			117,245.90
101000 0410 CO SHRP ASSET FORFEITURES	462,691.42	5,961.24	2,538.64	466,114.02
101000 0490 EMPLOYEE FUND	60,577.54	14.00	30,380.33	30,211.21
101000 0503 OUT OF ST/ICE INMATE BILL FD			122.98	60,468.56
101000 0507 WC RADIO COMMUNICATION SYSTEM	146,283.29	3,107,183.12	1,553,591.56	1,553,591.56
101000 0508 WMSN CO CONSERVATION FUND	262,040.82	220,509.56	145,963.08	220,829.77
101000 0512 AVAILABLE SCHOOL FUND	39.26	265.70	15,377.64	246,928.88
101000 0515 APPELLATE JUDICIAL SYS FD	2,748.44	5,812.32	5,654.60	2,906.16

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUL-16

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0545 REGIONAL ANIMAL SHELTER	(129,634.70)	162,994.88	127,958.54	(94,598.36)
101000 0546 REG ANIMAL SHELTER DONATION FUND	334,444.20	25,847.92	26,577.04	333,715.08
101000 0571 JJAEP TIER II FUNDING	339,112.39		564.84	338,547.55
101000 0600 DEBT SERVICE-COUNTY WIDE	538,768.37	530,548.16	276,274.08	793,042.45
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	8,947.47		394.53	8,552.94
101000 0777 CAPITAL PROJECTS FUND	(448,037.07)	18,999,894.12	16,210,391.19	2,341,465.86
101000 0852 AVERY RANCH FUND	1,062.08	4,152.98	3,821.80	1,393.26
101000 0875 SO COMMISSARY FUND	1,075,914.67			1,075,914.67
101000 0880 PAYROLL FUND	1,439,089.88	11,456,391.91	11,446,497.83	1,448,983.96
101000 0882 FLEET MAINTENANCE	769,455.07	278,567.49	170,062.02	878,060.54
101000 0885 WSMN CO BENEFITS FUND	(516,099.74)	2,105,005.19	1,851,068.74	(262,163.29)
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,769,656.36)	1,283,520.01	653,200.91	(1,139,337.26)
Total Cash	6,704,543.99	65,705,287.30	65,671,951.49	6,737,879.80
151000 0100 GENERAL FUND	39,506.01	121.33	1,695.00	37,932.34
151000 0200 ROAD & BRIDGE GENERAL FUND	24,572.02	7.66		24,579.68
151000 0340 TOBACCO FUND	8,447.87	2.65		8,450.52
151000 0350 LAW LIBRARY FUND	301,995.75	94.66		302,090.41
151000 0355 COURT REPORTER SERVICE FUND	1,090,043.97	341.54		1,090,385.51
151000 0360 COURTHOUSE SECURITY FUND	128,051.82	40.12		128,091.94
151000 0365 CHILD SAFETY FUND	366,053.27	114.64	109.27	366,058.64
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	220,710.70	69.18		220,779.88
151000 0372 JUSTICE COURT TECHNOLOGY FUND	463,422.87	145.20		463,568.07
151000 0384 RCDs ARCHIVE FUND - CO CLERK	1,912,057.92	599.21		1,912,657.13
151000 0385 RCDs MGMT/PRSRV FD-CO CLERK	1,882,703.57	590.03		1,883,293.60
151000 0390 RCDs MGMT/PRSRV FD-CO WIDE	425,385.04	133.28		425,518.32
151000 0408 D/A ASSET FORFEITURES	123,229.12	38.64		123,267.76
151000 0410 CO SHRP ASSET FORFEITURES	355,567.18	111.42		355,678.60
151000 0508 WSMN CO CONSERVATION FUND	1,239,033.06	388.24		1,239,421.30
151000 0600 DEBT SERVICE-COUNTY WIDE	515,831.18	161.66		515,992.84
151000 0875 SO COMMISSARY FUND	505,914.02			505,914.02
151000 0999 INDIRECT PROJECTS/GRANTS FD	1,544,398.45	298.93	957,220.88	587,476.50
151100 0100 GENERAL FUND	26,725,486.66	10,708,753.88	11,500,000.00	25,934,240.54
151100 0200 ROAD & BRIDGE GENERAL FUND	13,314,795.46	6,465.94		13,321,261.40
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	969,683.81	470.41		969,154.22
151100 0340 TOBACCO FUND	1,740,904.68	845.44		1,741,750.12
151100 0600 DEBT SERVICE-COUNTY WIDE	20,974,002.09	10,185.37		20,984,187.46
151100 0852 AVERY RANCH FUND	6,705.33	1,698.78		8,404.11
151100 0885 WSMN CO BENEFITS FUND	3,613,022.25	1,754.58		3,614,776.83
151160 0777 CAPITAL PROJECTS FUND	249,674.81	121.29		249,796.10
151161 0777 CAPITAL PROJECTS FUND	398,312.96	193.48		398,506.44
151162 0777 CAPITAL PROJECTS FUND	12,101,083.56	5,678.50	1,457,409.22	10,649,352.84
151163 0777 CAPITAL PROJECTS FUND	916,080.66	371.28	916,080.66	371.28
151762 0777 CAPITAL PROJECTS FUND	82,385.92	25.79		82,411.71
151902 0852 AVERY RANCH FUND	1,484,489.20	465.19		1,484,954.39

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUL-16

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Total TexPool/TexPool Prime	93,722,551.21	10,740,288.32	14,832,515.03	89,630,324.50
152000 0100 GENERAL FUND	90,449,338.84	5,018,669.42	7,000,000.00	88,468,008.26
152000 0200 ROAD & BRIDGE GENERAL FUND	13,970,217.33	8,456.78		13,978,674.11
152000 0250 PASS THRU FUNDING PROGRAM	24,039,324.48		1,877.31	24,037,447.17
152000 0340 TOBACCO FUND	1,996,675.00	1,636.12		1,998,311.12
152180 0777 CAPITAL PROJECTS FUND	144,681,572.66	7,977,049.20	16,000,000.00	136,658,621.86
152182 0777 CAPITAL PROJECTS FUND	47,953,134.41	21,385.11		47,974,519.52
Total Investments	323,090,262.72	13,027,196.63	23,001,877.31	313,115,582.04
154000 0250 PASS THRU FUNDING PROGRAM	5,931,365.12	1,945.05		5,933,310.17
Total TexStar	5,931,365.12	1,945.05		5,933,310.17
153780 0777 CAPITAL PROJECTS FUND	29,790,401.01	8,160,411.97	5,516,348.09	32,434,464.89
153781 0777 CAPITAL PROJECTS FUND	34,349,901.93	71,454.97	2,364,501.03	32,056,855.87
153782 0777 CAPITAL PROJECTS FUND	12,538,918.71	6,110.54	22,150.28	12,522,878.97
Total Logic	76,679,221.65	8,237,977.48	7,902,999.40	77,014,199.73
Grand Total	506,127,944.69	97,712,694.78	111,409,343.23	492,431,296.24

Commissioners Court - Regular Session**12.****Meeting Date:** 08/23/2016

Acceptance of Donation

Submitted By: Melissa Goins, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation in the amount of \$1500 from Capitol Land & Livestock Trucks, Inc. pursuant to Tex. Loc. Gov't Code 81.032.

Background

Funds will be used to assist in the training and development of our JP3 Teen Court Program which includes but is not limited to the following: Incentives and rewards for participants who successfully complete Teen Court. Incentives and rewards for volunteers who participate with Teen Court. Scholarships for volunteers with Teen Court. Sponsored functions and activities for the Teen Court participants to include trainings and ceremonies/banquets before, during and after the Teen Court school calendar year. Travel and training related costs for Teen Court Team members. Any other related expenses to support the Teen Court Program not specifically covered.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Goins

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:39 AM

Started On: 08/15/2016 02:29 PM

Commissioners Court - Regular Session**13.****Meeting Date:** 08/23/2016

Asset Transfer

Submitted For: Max Bricka**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) Desks, (2) Credenzas, (4) Monitors, (1) Laptop, (2) Desktops, (1) Keyboard, (4) Mice, assorted computer cables and multiple chairs, pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:35 AM

Started On: 08/18/2016 08:41 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Desks			Working
2	Credenzas			Working
	Multiple Chairs			Working

Parties involved:**FROM** (Transferor Department): Court IV - Facilities**Transferor - Elected Official/Department Head/Authorized Staff:****Contact Person:**

Gary Wilson

Gary Wilson

Print Name

Print Name



August 8, 2016

+1 (512) 943-1636

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

AUG - 9 2016

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER between 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	Dell monitor w/cables	S/N: CN-0D548H-71618-88B-AEHC-A00	N/A	Working
1	Dell monitor w/cables	S/N: CN-0C1823-74445-992-FUBU	N/A	Working
1	Dell monitor w/cables	S/N: CN-0C1821-74445-992-FUJU	N/A	Working
1	Dell monitor w/cables	S/N: CN-0C1821-74445-992-FUGU	N/A	Working
1	Dell Precision M6300 Laptop	BHB4KH1	N/A	Working

Parties involved:

FROM (Transferor Department): Tax Assessor/Collector

Transferor - Elected Official/Department Head/
Authorized Staff:

Larry Gaddes
Print Name

Signature

August 4, 2016

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

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.)

Tony Hill
Print Name

Signature

Date

Contact Person: RECEIVED

Print Name

AUG - 5 2016

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell OptiPlex 740	S/N: 8LP0BK1	C02476	Working
1	Dell OptiPlex 740	S/N: 7FVZMH1	N/A	Working
	assorted computer cables	N/A	N/A	Working
1	keyboard	N/A	N/A	Working
4	Mice	N/A	N/A	Working

Parties involved:
FROM (Transferor Department): Tax Assessor/Collector
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Larry Gaddes

Print Name

Signature

August 4, 2016

Date

Contact Person:
Judy Kocian

Print Name

+1 (512) 943-1954

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.)

Tony Hill

Print Name

Signature

Date

Contact Person:
Print Name

Phone Number

RECEIVED

AUG - 5 2016

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session**14.****Meeting Date:** 08/23/2016

Asset Transfer

Submitted For: Max Bricka**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2009 Black/White Ford Crown Vic, (2) 2011 Black/White Ford Crown Vic., (1) 2006 White Ford F250 XCAB (complete list attached) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 11:24 AM

Started On: 08/18/2016 10:38 AM



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:		560		SA0922	
Vehicle Identification Number		Department		Door Number	
1309526	2009	FORD	CROWN VIC	BLK/WHT	
License Plate Number		Year		Make	
		Model		Color	

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Form

☒ High Mileage: List actual mileage 119,533

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature *T. Marshall* Date 7-13-16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

Print Name R. Rodgers Signature *R. Rodgers* Date 7-14-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization *[Signature]*

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FABP7BV1BX137660

560

SA1110

Vehicle Identification Number

Department

Door Number

1110284

2011

FORD

CROWN VIC

BLK/WHT

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

AUG 9 2016

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 129,833

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall

Signature

Date 7-13-16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity, civil or charitable organization in the county at fair market value

☐ Other

Print Name

Signature

Date

7-19-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved.

Signature

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



Williamson County Vehicle Status Change Form

600
311102

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FABP7BV5BX182441		560	SA1163	
Vehicle Identification Number		Department	Door Number	
1131031	2011	FORD	CROWN VIC	BLACK
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Form

☒ High Mileage: List actual mileage 133,938

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature *[Signature]* Date 7-13-16

RECEIVED

AUG 9 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

Print Name R. Rodgers Signature *[Signature]* Date 7-15-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization *[Signature]*

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved.

Signature

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



Williamson County Vehicle Status Change Form

To be completed by department releasing vehicle:

1) Identify Vehicle:

1FTSX21536ED10245

560

5B0618

Vehicle Identification Number

Department

Door Number

1156650

2006

FORD

F250 XCAB

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

AUG 9 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

☒ High Mileage: List actual mileage 137,708

(ON REPLACEMENT FROM FLEET SERVICES)

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall

Signature

Date 11-9-15

To be completed by Fleet Services Manager:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

Print Name

R. Rodgers

Signature

[Signature]

Date

5-26-16

To be completed by Human Resources Analyst:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR-Release Authorization:

[Signature]

To be completed by Budget Office (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session**15.****Meeting Date:** 08/23/2016

Asset Transfer

Submitted For: Max Bricka**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through trade-in including (1) 2011 White/Red Ford F450, (3) 2012 White/Red Ford F450, (1) 2013 White/Red Ford F450 (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 11:24 AM

Started On: 08/18/2016 10:57 AM



Williamson County Vehicle Status Change Form

72003

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1FDUF4GT9BEA87034		EMS-0540	ET1130
Vehicle Identification Number		Department	Door Number
111-0251	2011	Ford	White/Red
License Plate Number	Year	Make	Model
			Color

2) Reason for Status Change:

☐ Accident


Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain Replacing per fleet guidelines. Trade. Box # - 8113WC

3) Elected Official/Department Head/Authorized Staff

Print Name Kenny Schnell Signature  Date 07/06/2016

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☐ SALE at the earliest auction


☐ TRANSFER between county departments

☐ SALVAGE for parts

☒ TRADE-IN for new assets of same general type for the county

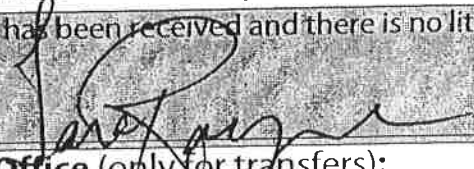
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other _____

Print Name R. Rodgers Signature  Date 7-19-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: 

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: _____

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



Williamson County Vehicle Status Change Form

03
04
05
06
07
08
09
10
11
12

Trade

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1FDUF4GT6CEA72069

EMS-0540

ET1235

Vehicle Identification Number

Department

Door Number

113-7015

2012

Ford

F450

White/Red

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

AUG 9 2016

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

AUTOMATIC OFFICE
WILLIAMSON COUNTY, TEXAS

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain

Replacing per fleet guidelines. Trade. Box # - 8239WC

3) Elected Official/Department Head/Authorized Staff

Print Name Kenny Schnell

Signature

Date 07/06/2016

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☐ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☒ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other _____

Print Name

R. Rodgers

Signature

R. Rodgers

Date

7-6-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization:

Jane Ray

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



Williamson County Vehicle Status Change Form

TRADE 2

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1FDUF4GT5CEA98517

EMS-0540

ET1240

Vehicle Identification Number

Department

Door Number

113-7025

2012
~~2012-2004~~

Ford

F450

White/Red

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage

☐ Not mechanically sound

☒ Other: Explain

Replacing per fleet guidelines. Trade. Box # - 8094WC

RECEIVED

AUG 9 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TENNESSEE

3) Elected Official/Department Head/Authorized Staff

Print Name Kenny Schnell

Signature

Date 07/06/2016

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☐ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☒ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

Print Name

R. Rodgers

Signature

[Signature]

Date

7-19-16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization:

[Signature]

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



Williamson County Vehicle Status Change Form

Trans 2

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1FDUF4GT7CEA98518

EMS-0540

~~ET1251~~ ET1251

Vehicle Identification Number

Department

Door Number

114-3890

2012

Ford

F450

White/Red

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

AUG 9 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage

☐ Not mechanically sound

☒ Other: Explain

Replacing per fleet guidelines. Trade. Box # - 8081WC

3) Elected Official/Department Head/Authorized Staff

Print Name Kenny Schnell

Signature

Date 07/06/2016

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☐ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☒ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

Print Name

R. Rodgers

Signature

[Signature]

Date

7-19-16

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization:

[Signature]

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.



Williamson County Vehicle Status Change Form

07/06/2016

To be completed by **department** releasing vehicle:

1) Identify Vehicle:		EMS-0540		ET1355	
1FDUF4GTXDEA81178		Department		Door Number	
Vehicle Identification Number					
115-6637	2013	Ford	F450	White/Red	
License Plate Number	Year	Make	Model	Color	

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report


3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain Replacing per fleet guidelines. Trade. Box # - 8091WC

3) Elected Official/Department Head/Authorized Staff

Print Name Kenny Schnell Signature  Date 07/06/2016

RECEIVED

AUG 9 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☐ SALE at the earliest auction


☐ TRANSFER between county departments

☐ SALVAGE for parts

☒ TRADE-IN for new assets of same general type for the county

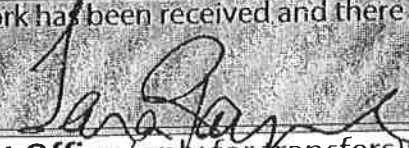
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

Print Name R. Roogers Signature  Date 7-19-16

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: 

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: _____

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session**16.****Meeting Date:** 08/23/2016

Discuss consider and take appropriate action on approval of the revised plat for the Brushy Bend Park Lot 95 subdivision - Pct 1

Submitted For: Joe England**Submitted By:** Kathryn Cromwell, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the revised plat for the Brushy Bend Park Lot 95 subdivision - Pct 1

Background

This plat consists of two single-family lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Brushy Bend Park Lot 95

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathryn Cromwell

Final Approval Date: 08/17/2016

Reviewed By

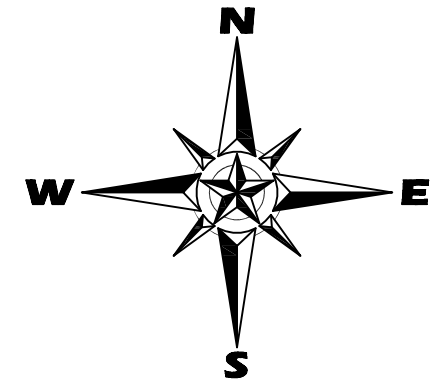
Wendy Coco

Date

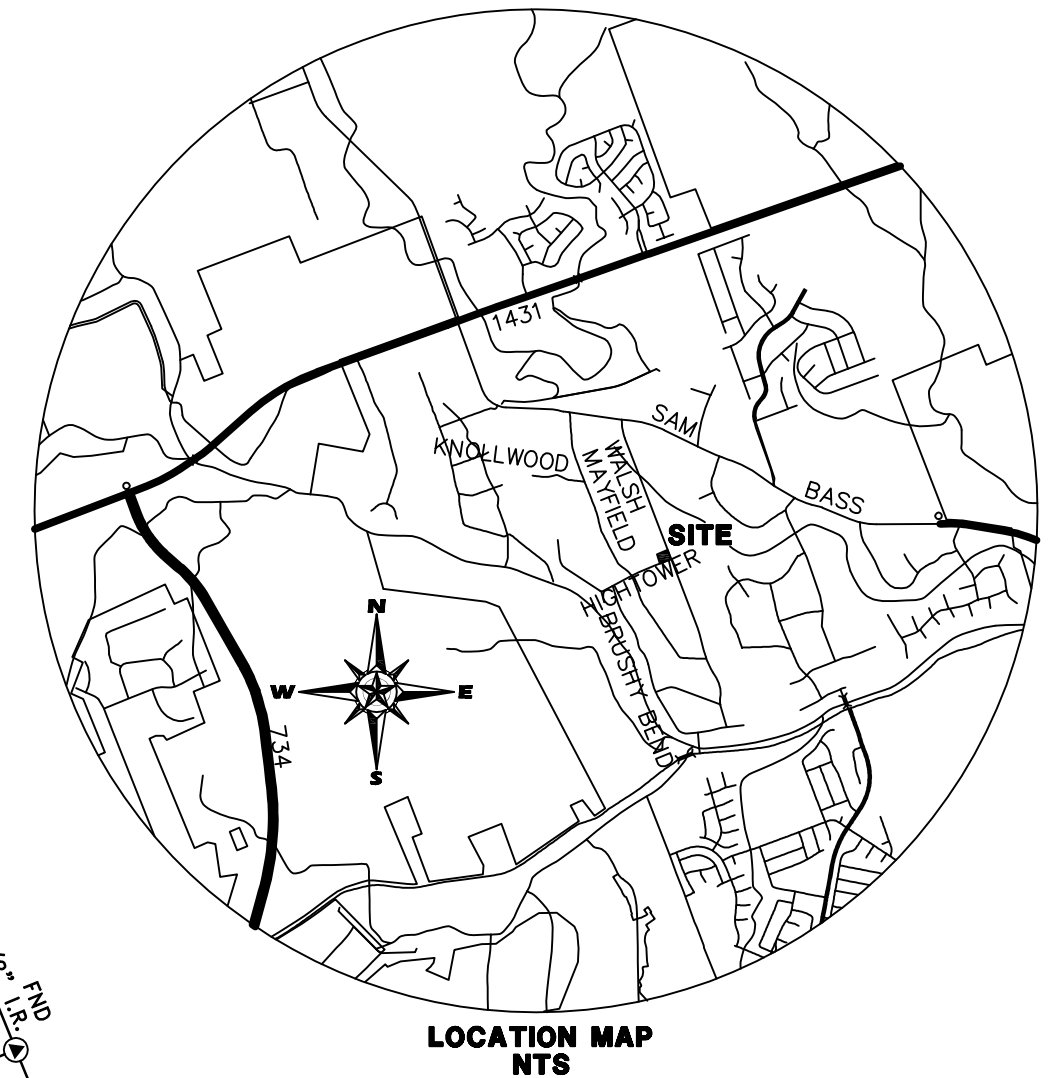
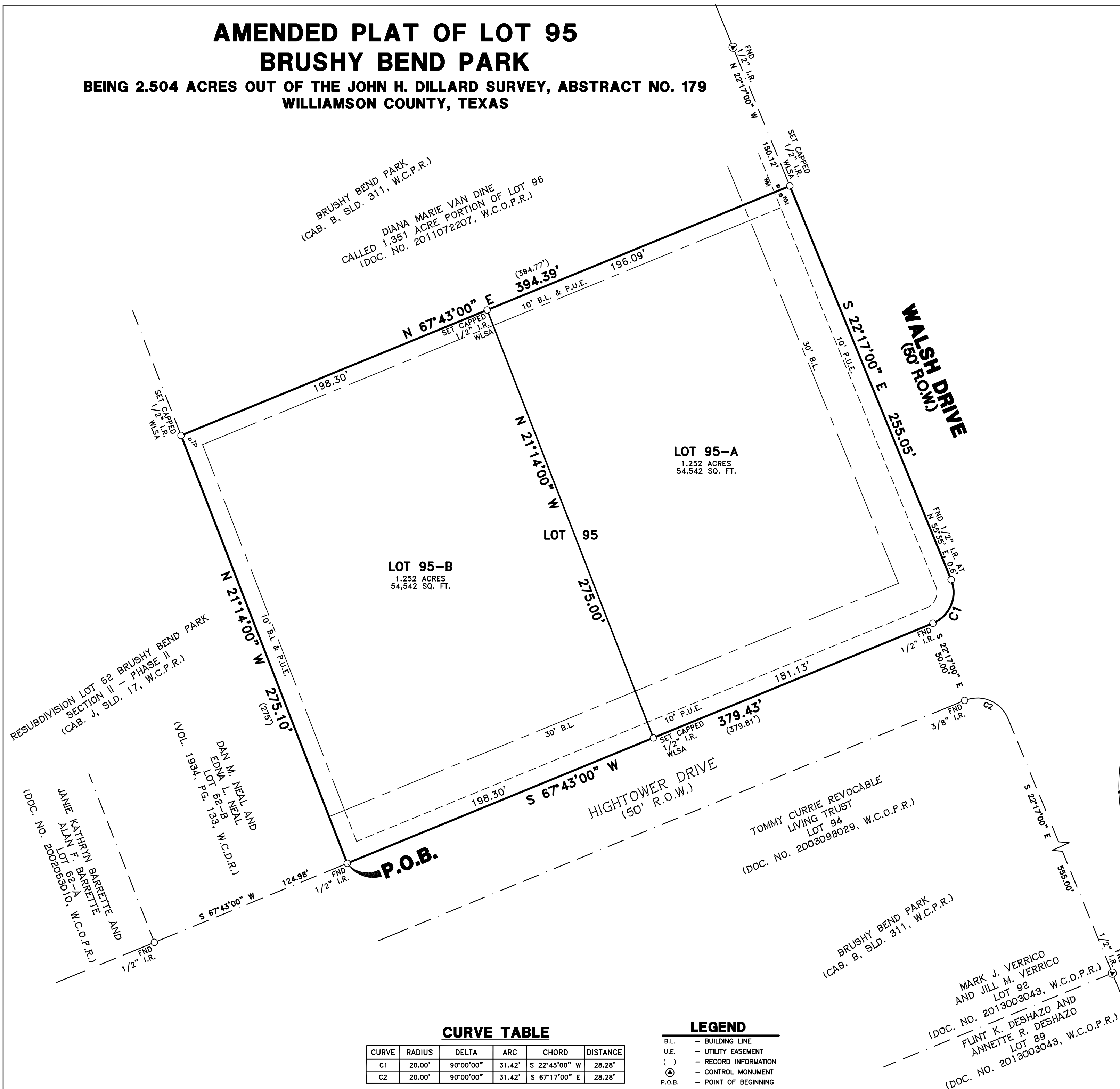
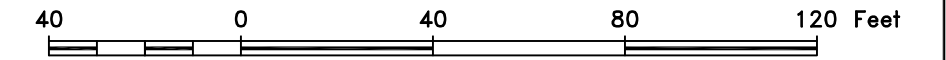
08/17/2016 02:04 PM

Started On: 08/17/2016 12:39 PM

**BEING 2.504 ACRES OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179
WILLIAMSON COUNTY, TEXAS**



SCALE: 1" = 40'

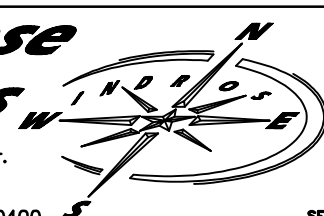


CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	DISTANCE
C1	20.00'	90°00'00"	31.42'	S 22°43'00" W	28.28'
C2	20.00'	90°00'00"	31.42'	S 67°17'00" E	28.28'

LEGEND

B.L. - BUILDING LINE
U.E. - UTILITY EASEMENT
() - RECORD INFORMATION
⊙ - CONTROL MONUMENT
P.O.B. - POINT OF BEGINNING

**Windrose
Services**



***Land
Austin***

4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
Firm Registration No. 10110400

Telephone: (512) 326-2100
Fax: (512) 326-2770
©COPYRIGHT 2016 WINDROSE LAND
SERVICES AUSTIN, ALL RIGHTS RESERVED

AMENDED PLAT OF LOT 95 BRUSHY BEND PARK

BEING 2.504 ACRES OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179
WILLIAMSON COUNTY, TEXAS

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

I, Glazier Homes, LLC., sole owner of that certain 2.504 acre tract of land, being Lot 95 of Brushy Bend Park, a subdivision of record in Cabinet "B", Slides 311 through 315 of the Williamson County Plat Records and being out of the John H. Dillard Survey, Abstract No. 179 as shown hereon and being described in a deed recorded in Document No. 2016034391 of the Official Public Records of Williamson County, Texas, and do hereby resubdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as "AMENDED PLAT OF LOT 95 OF BRUSHY BEND PARK".

TO CERTIFY WHICH, WITNESS by my hand this 12 day of August, 2016

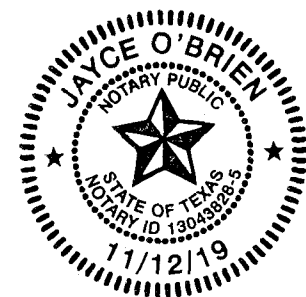
Jared Glazier
GLAZIER HOMES, LLC
JARED GLAZIER
1904 BRUSHY BEND DRIVE
ROUND ROCK, TEXAS 78681-1451

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

Before me, the undersigned authority, on this day personally appeared Jared Glazier representing Glazier Homes, LLC, 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 12th day of August, 2016

Notary Public in and for the State of Texas
My Commission expires on: 11/12/19



Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

Deborah L. Marlow, R.S. 8/16/2016
DEBORAH L. MARLOW, R.S. OS0029569 Date
ASSISTANT DEPUTY DIRECTOR,
ENVIRONMENTAL HEALTH SERVICES, WCCHD

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

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

I, Michael Turner, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this replat is true and correctly made from an actual survey made on the ground under my direct supervision of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Subdivision Regulations of Williamson County, Texas.

Michael Turner 8/16/16
MICHAEL TURNER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6441
WINDROSE LAND SERVICES AUSTIN LTD.
4120 COMMERCIAL CENTER DRIVE, SUITE 300
AUSTIN, TEXAS 78744
PHONE: 512-326-2100
FAX: 512-326-2770



LEGAL DESCRIPTION:

BEING A TRACT OR PARCEL OF LAND CONTAINING 2.504 ACRES (109,083 SQ. FT.) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, SAME BEING LOT 95, BRUSHY BEND PARK, A RECORDED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, RECORDED IN CABINET B, SLIDE 311, W.C.P.R., AND BEING THAT SAME TRACT OF LAND CONVEYED TO DANIEL J. MENTER BY DEED RECORDED IN DOCUMENT NO. 2014087123, W.C.O.P.R., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL BEARINGS ARE BASED ON SAID RECORDED PLAT OF BRUSHY BEND PARK:

BEGINNING AT A FOUND $\frac{1}{2}$ " IRON ROD IN THE NORTH RIGHT-OF-WAY LINE OF HIGHTOWER DRIVE (50' R.O.W.) FOR THE SOUTHEAST CORNER OF LOT 62-B OF THE RESUBDIVISION OF LOT 62 BRUSHY BEND PARK SECTION II-PHASE II, A RECORDED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, RECORDED IN CABINET J, SLIDE 17, W.C.P.R., SAID LOT 62-B BEING CONVEYED TO DAN M. NEAL AND EDNA L. NEAL BY DEED RECORDED IN VOLUME 1934, PAGE 133, W.C.D.R., AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A FOUND $\frac{1}{2}$ " IRON ROD FOR THE SOUTHWEST CORNER OF SAID LOT 62-B BEARS SOUTH 67°43'00" WEST, A DISTANCE OF 124.98';

THENCE NORTH 21°14'00" WEST WITH THE COMMON LINE OF SAID LOT 62-B AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 275.10' (RECORD: 275') TO A SET $\frac{1}{2}$ " IRON ROD IN THE EAST LINE OF SAID LOT 62-B, SAME BEING THE SOUTHWEST CORNER OF LOT 96 OF SAID BRUSHY BEND PARK AND THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 1.3511 ACRE PORTION OF LOT 96 CONVEYED TO DIANA MARIE VAN DINE BY DEED RECORDED IN DOCUMENT NO. 2011072207, W.C.O.P.R., AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 67°43'00" EAST WITH THE COMMON LINE OF SAID CALLED 1.351 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 394.39 (RECORD: 394.77') TO A SET $\frac{1}{2}$ " IRON ROD CAPPED "WLSA" IN THE WEST RIGHT-OF-WAY LINE OF WALSH DRIVE (50' R.O.W.) FOR THE SOUTHEAST CORNER OF SAID LOT 96 AND SAID CALLED 1.351 ACRE TRACT, AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A FOUND $\frac{1}{2}$ " IRON ROD FOR THE NORTHEAST CORNER OF SAID CALLED 1.351 ACRE TRACT BEARS NORTH 22°17'00" WEST, A DISTANCE OF 150.12';

THENCE SOUTH 22°17'00" EAST WITH THE WEST RIGHT-OF-WAY LINE OF SAID WALSH DRIVE AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 255.05' TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20:100; FROM SAID POINT A FOUND $\frac{1}{2}$ " IRON ROD FOR REFERENCE BEARS NORTH 55°35' EAST, A DISTANCE OF 0.6';

THENCE WITH SAID CURVE TO THE RIGHT A DISTANCE OF 31.42', SUBTENDING A CENTRAL ANGLE OF 90°00'00", WHOSE CHORD BEARS SOUTH 22°43'00" WEST, A CHORD DISTANCE OF 28.28' TO A FOUND $\frac{1}{2}$ " IRON ROD IN THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHTOWER DRIVE;

THENCE SOUTH 67°43'00" WEST WITH THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHTOWER DRIVE AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 379.43' (RECORD: 379.81') TO PLACE OF BEGINNING AND CONTAINING 2.504 ACRES (109,083 SQ. FT.) OF LAND, AS SURVEYED ON THE GROUND ON APRIL 11, 2016.

GENERAL NOTES:

- 1) THIS PROPERTY IS LOCATED WITHIN THE ETJ OF ROUND ROCK, TEXAS.
- 2) ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- 3) THE WATER SERVICE PROVIDER IS THE BRUSHY CREEK MUD.
- 4) ELECTRICAL SERVICE IN THIS AREA IS PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
- 5) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. FIRM MAP NUMBER 48491C 0490 E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- 6) LOTS SHOWN HEREON ARE SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF BRUSHY BEND PARK RECORDED IN WILLIAMSON COUNTY, TEXAS IN CABINET "B", SLIDE 311 OF THE PLAT RECORDS OF SAID WILLIAMSON COUNTY, TEXAS.
- 7) SEWER SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- 8) 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, TEXAS.
- 9) NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- 10) NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
- 11) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 12) IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.
- 13) ALL PUBLIC ROADWAYS, AND EASEMENTS AS SHOWN HEREON ARE FREE OF LIENS.
- 14) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
- 15) ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED.

Road name and address assignments verified this the 16th day of August, 2016 A.D.

Cindy Burdick
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

I, Dan A. Gattis, County Judge of Williamson County, do hereby certify that this map or 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 the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge
Williamson County, Texas,

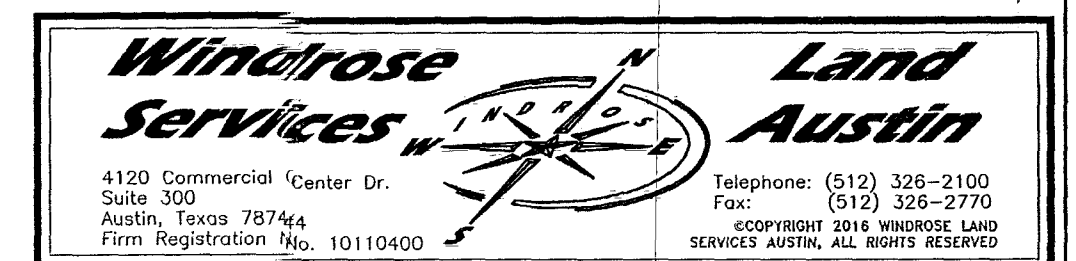
Date

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate 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 Plat Records of said County in Cabinet ___, Slides ___.

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 Date: _____



Commissioners Court - Regular Session**17.****Meeting Date:** 08/23/2016

Recognition of Shirley Merkord upon retirement 39.66 years

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

Information**Agenda Item**

Discuss and take appropriate action on Resolution recognizing Shirley Merkord's service to Williamson County for 39 and 2/3s years upon retirement and setting aside August 25, 2016 as Shirley Merkord Day.

Background

As we have done in the past with Dorothy Fischer's retirement and naming a particular day for her, Shirley Merkord is one of the county's longest tenured employees at 39 2/3 year. She started on January 1, 1977. She worked for County Clerk Cervenka, Boydston, Bizell and the current clerk Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:40 AM

Started On: 08/17/2016 11:18 AM

Commissioners Court - Regular Session**18.****Meeting Date:** 08/23/2016

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 01:57 PM

Commissioners Court - Regular Session**19.****Meeting Date:** 08/23/2016

CR 110 South Supplemental Utility Agreement

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Supplemental Utility Agreement with Seminole Pipeline for utility adjustments on CR 110 South, a Road Bond Project in Commissioner Pct. 4.

Background

Seminole Pipeline has existing facilities, which are in conflict with the proposed construction. The Supplemental Agreement is necessary to reimburse Seminole Pipeline an additional \$307,032.00 for costs associated with construction of a pair of concrete protection slabs over a second pipeline. The total cost of the reimbursement is \$657,771.00, with 100% being reimbursed by the County.

Fiscal Impact

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

Attachments[CR 110 S Seminole Suppl Utility Agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 11:24 AM

Started On: 08/17/2016 10:49 AM

**STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1 TO CR 110 South**

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Seminole Pipeline Company, LLC (**the "Utility"**) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on March 18, 2016, concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: inspection, recoating and installation of a pair of pipeline protection slabs over the fourteen-inch (14") Seminole Loop pipeline, Line No. 50 to accommodate the proposed highway widening project in Hutto, Williamson County, Texas (the "Work", which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **\$307,032.00** for a total of **\$657,771.00**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No1 TO CR 110 South
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

WILLIAMSON COUNTY

Utility: Seminole Pipeline Company LLC
Name of Utility

By: _____
Authorized Signature

By: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Paul D. Lair
Agent and Attorney-in-Fact

Title: Williamson County Judge

Date: 7-14-16

Date: _____

ATTACHMENT “A”

Plans and Estimates:

Exhibit "A-1"

Encroachment Project Estimate -14 inch LID 50

Project Title: FE ENCR CR 110 – Line 50 - Pipeline Protection Slab

Project ID: DB-8026

Location: Hutto, Williamson County, Texas

AFE No.:

The scope of this project is to inspect, recoat, and implement a pair of pipeline protection slabs over the 14-inch Seminole Loop Line ID 50 pipeline to accommodate the proposed highway widening planned by Dannenbaum Engineering in Hutto, Williamson County, Texas 78634.

Date: 4/27/2016

Owner: Seminole Pipeline Company, LLC. (100%)

Revised:

Operator: Enterprise Products Operating LLC

By: G. John

Checked: E. Choong

Project Type: Reimbursable AFE - 100% cost to Williamson County, Texas

ACCOUNTING CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB-TOTAL
904	ENTERPRISE SALARIES AND WAGES Project Manager Safety Coordinator Corrosion Technician Environmental Scientist Sr. Land Representative Pipeline Technician	120 8 8 12 16 16	days hours hours hours hours hours	\$150 \$90 \$65 \$120 \$90 \$90	\$18,000 \$720 \$520 \$1,440 \$1,440 \$1,440	 \$23,560
905	OUTSIDE ENGINEERING/SURVEY SERVICES Pipeline Engineering 3 man Survey crew	70 3	hours days	\$150 \$3,000	\$10,500 \$9,000	 \$19,500
907	OUTSIDE INSPECTION SERVICES Inspector - Chief Inspector Contract Operations Representative (COR)	20 20	days Days	\$1,200 \$1,200	\$24,000 \$24,000	 \$48,000
964	PERMITS, LEGAL & PROF. SERVICES Professional Services Contract Encroachment Engineer	12	hours	\$100	\$1,200	\$1,200
951	LAND & P/L RIGHT OF WAYS Damages - Temporary Work Space	2	lot	\$5,000	\$10,000	\$10,000.00
987	GENERAL CONSTRUCTION CONTRACTS Install pipeline protection slab Contractor Mobilize/Demobilize Excavate and Expose PL Implement pipeline protection slab Materials - Concrete Materials - Steel Rebar Cleanup, disposal & site restoration Non Destructive Evaluation Services Timber Mat Allowance - 50' x 75' Workspace (4' x 16' x 8" rental, haul, labor)	690 2 30	SQ.FT days mats	\$160.00 \$3,000 \$450	\$110,400 \$6,000 \$13,500	 \$129,900
	SUB-TOTAL					\$232,160
988	CONTINGENCY	15%	Basis	\$232,160	\$34,824	\$34,824
989	PROJECT OVERHEAD	15%	Basis	\$266,984	\$40,048	\$40,048
	Grand Total					\$307,032

Notes:

1. Estimate is based on the following:

a.) Fair to good weather.

b.) Project overhead is the percentage by which direct expenses are multiplied to recover internal labor, supervision, management, pipeline overhead, corporate overhead, and cost of capital for company employees not directly charging to the project.

c.) Contingency is included at 15% of cost.

COST PARTICIPATION BREAKDOWN		
ENTERPRISE	0%	\$ -
Williamson County, TX	100%	\$ 307,032

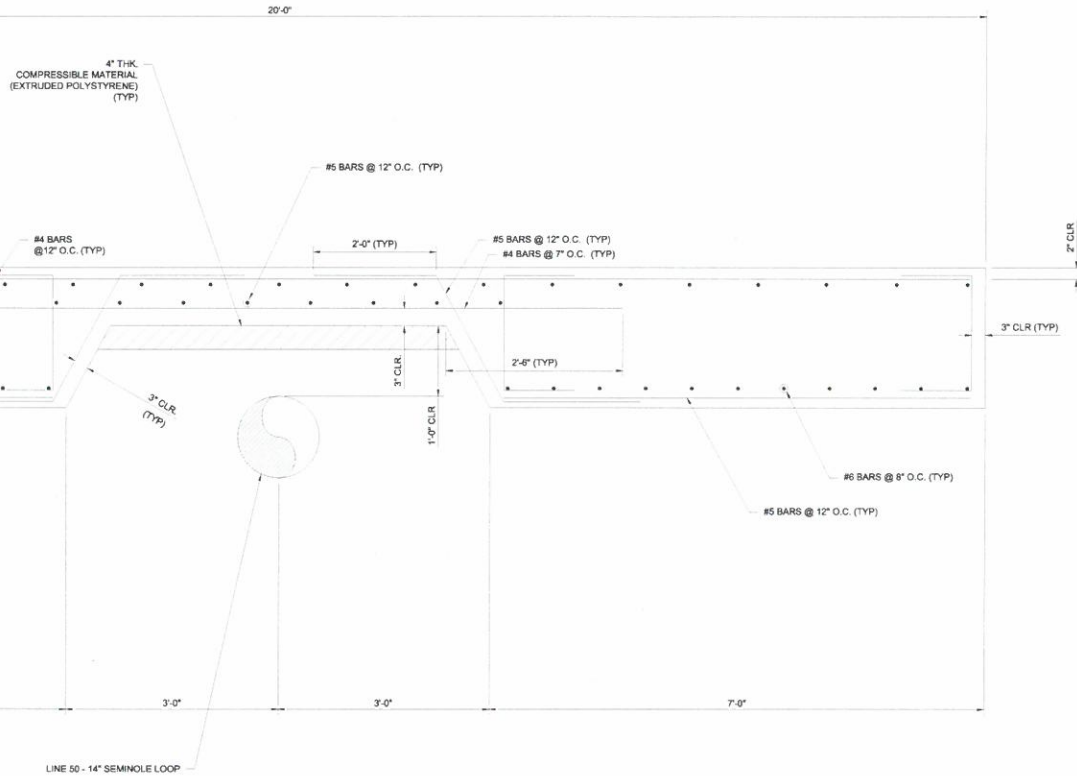
Exhibit "A-2"

CONCRETE NOTES:

1. CONCRETE DESIGN PERFORMED IN ACCORDANCE WITH ACI 318-11.
2. CONCRETE SHALL BE 4000 PSI MIX UNLESS OTHERWISE NOTED. DO NOT INCLUDE ANY ADMIXTURE WITHOUT OWNER'S PRIOR APPROVAL.
3. CONTRACTOR SHALL SUBMIT TO LJA ENGINEERING FOR APPROVAL OF THE CONCRETE MIX DESIGN PRIOR TO INSTALLATION.
4. COLD JOINTS SHALL NOT BE PERMITTED UNLESS APPROVED BY LJA ENGINEERING AND EXCEPT AS INDICATED IN PLANS.
5. ALL REINFORCEMENT SHALL BE GRADE 60 KSI CONFORMING TO ASTM A615. REINFORCEMENT SHALL BE SUPPORTED, SECURED, AND OR TIED WITH APPROVED DEVICES OR IN AN APPROVED MANNER.
6. FIELD FLAME CUTTING, FLAME BENDING AND OR WELDING OF REINFORCEMENT IS NOT PERMITTED UNLESS OTHERWISE NOTED.
7. ALL COLD BENDING, SPLICES, EMBEDMENTS AND LAPS OF REINFORCEMENT SHALL BE PER THE LATEST EDITION OF ACI MANUAL.
8. ALL CONCRETE INSTALLATION, CURING, FINISHING, REPAIRS, ETC SHALL BE IN ACCORDANCE TO THE LATEST EDITION OF ACI-318.
9. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.
10. CONCRETE FINISHES ON ALL EXPOSED EDGES OF CONCRETE FOUNDATIONS AND STRUCTURES SHALL HAVE A 1" CHAMFER UNLESS NOTED OTHERWISE.
11. AN INDEPENDENT TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
 - A. ASTM C143 "STANDARD TEST FOR SLUMP OF PORTLAND CEMENT CONCRETE." ALL CONCRETE SHALL CONTAIN A MAXIMUM SLUMP OF 4" UNLESS THE CONTRACTOR USES A SUPER PLASTICIZING ADMIXTURE.
 - B. ASTM C39 "STANDARD TEST FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS." A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS. FOR EVERY 50 CUBIC YARDS OR A FRACTION THEREOF, PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS: (1) AT 7 DAYS (1) AT 14 DAYS (1) AT 28 DAYS.
- ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDERS MAY BE DISCARDED.
12. THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE A MINIMUM OF 24 HOUR NOTICE FOR PRE-POUR REINFORCING STEEL INSPECTION. NO CONCRETE SHALL BE PLACED WITHOUT A PRE-POUR INSPECTION UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED.

SITE PREP NOTES:

1. EXCAVATION SHOULD BE DONE WITH A SMOOTH-MOUTHED BUCKET. IF A TOOTHED BUCKET IS USED, EXCAVATION SHOULD BE STOPPED 1" ABOVE FINAL GRADE AND EXCAVATION COMPLETED WITH SMOOTH-MOUTHED BUCKET OR BY HAND LABOR.
2. FOR MACHINE EXCAVATION, MIN. DISTANCE FROM CENTERLINE OF PIPE = $\frac{1}{2}$ NOM. DIA. + 14".
3. ANY EXCAVATION COMPLETED WITHIN 2 FEET OF THE PIPELINE WILL BE DONE BY HAND.
4. NATIVE SOIL SUPPORTING FOUNDATIONS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% OF MAXIMUM DRY DENSITY, AS DETERMINED BY THE STANDARD PROCTOR (ASTM D698), AND AT OR 3% ABOVE OPTIMUM MOISTURE CONTENT.
5. SELECT FILL SHALL BE HOMOGENOUS, FREE FROM ORGANICS, CLAY BALLS, AND OTHER DELETERIOUS MATERIALS.
6. SELECT FILL SHALL HAVE A MINIMUM LIQUID LIMIT OF 40, A PLASTICITY INDEX BETWEEN 7 AND 16, GREATER THAN 35% PASSING NO. 200 SIEVE, AND NO PARTICLES EXCEEDING 1 1/2" IN SIZE.
7. SELECT FILL SHALL BE PLACED IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO A MINIMUM DENSITY OF 95% MAXIMUM DRY DENSITY, AS DETERMINED BY THE STANDARD PROCTOR TEST (D698) AND AT OR 3% ABOVE OPTIMUM MOISTURE CONTENT.



01 PIPELINE PROTECTION SLAB - 14" LID 50
SCALE: 1/2" = 1'-0"

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386



PIPELINE PROTECTION SLAB DETAILS

LINE 50 PIPELINE PROTECTION
WILLIAMSON COUNTY, TEXAS
DRAWING SCALE 1/2" = 1'-0"



NO.	REVISION	DRAWN	CHECKED	APPROVED	DATE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	ENTERPRISE #	ENTERPRISE AFE-XXXX
A	ISSUE FOR REVIEW	JPM	CCW	RCW	XX/XX/XX	JPM	CCW	RCW	01/19/16		

DOCUMENT CONTROL # XXXXX-21DT-1
DRAWING NUMBER XXXXX-21DT-0001

Received

AUG 11 2016

HNTB Corporation
Round Rock



LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Date: August 10, 2016

CobbFendley Job:

Re: CR 110 South

Supplemental Agreement for Seminole

ATTENTION: Eddie Church, P.E.

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	Seminole's – Supplemental Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ As Requested

☐ For Your Use

☐ For Review & Comment

Mr. Eddie Church:

We have reviewed and recommend execution of Seminole's Supplemental Utility Agreement Package.

If you have any questions, please let me know.

Thank you,

Copy To

File

Received By:

Date & Time:

SIGNED

Melissa Horn, Principal

Commissioners Court - Regular Session**20.****Meeting Date:** 08/23/2016

2006 Road Bond Transfers

Submitted By: Jaime Aleman, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the transfers of \$8,684.62 from Bagdad Rd (P272) to SH 29 Improvements (P217), \$18,000.00 from SH 195 ROW (P149) to Reagan Blvd IV (P196), \$5,000.00 from SH 195 (P149) to RM 620 Interim Improvements (P167), \$60,000.00 from SH 195 ROW (P149) to Chandler Road Expansion (P255), \$52,000.00 from SH 195 (P149) to SH 29 Improvements (P217), \$50,000.00 from SH 195 ROW (P149) to CR 245 (P273), and \$255,000.00 from SH 195 ROW (P149) to Tradesman Drive/UPRR Crossing (P263).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMemo 2006 RB Transfers

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 11:40 AM

Started On: 08/18/2016 11:27 AM

1508 S. Lamar Blvd.

Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Jaime Aleman, Williamson County Auditor's Office
Pam, Navarrette, Williamson County Auditor's Office

From: Michael J. Weaver

Date: 8/18/2016

Re: 2006 Road Bond Project Budget Adjustments

Please make the following budget adjustments to FY2006 Road Bond projects, including closing out certain projects.

- Close and move \$8,684.62 from P-272 Bagdad Rd to P-217 SH 29 Improvements
- Move \$18,000.00 from P-149 SH 195 ROW to P-196 Reagan Blvd. Phase IV and close P-196
- Move \$5,000.00 from P-149 SH 195 ROW to P-167 RM 620 Interim Improvements and close P-167
- Move \$60,000.00 from P-149 SH 195 ROW to P-255 Chandler Road Expansion
- Move \$52,000.00 from P-149 SH 195 ROW to P-217 SH 29 Improvements to close P-217
- Move \$50,000.00 from P-149 SH 195 ROW to P-273 CR 245 and close P-273
- Move \$255,000.00 from P-149 SH 195 ROW to P-263 Tradesman Drive/UPRR Crossing and close P-263

If you have any questions, please let me know.

Cc: Robert B. Daigh, P.E., Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session**21.****Meeting Date:** 08/23/2016

Williamson County Expo Center P418 - Change Order 15

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 15 in the amount of \$16,922.00 for replacing the downspouts at the Existing Arena, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

On February 17, 2015, the Williamson County Commissioners Court granted Williamson County Facilities Project Manager Dale Butler with general authority to approve change orders for the Agreement for Construction Services with Flintco, LLC in relation to the Williamson County Expo Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Expo - Change Order 15](#)[Expo Budget Summary](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:31 AM

Started On: 08/18/2016 10:27 AM



Change Order Request

Williamson County Expo Center

210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Flintco, LLC**Project # 15035****Change Order Request: 015****Date: 8/11/2016**

To: Dale Butler
Williamson County Texas
3101 SE Inner Loop
Georgetown, TX 78626

From: David Freisner
Flintco, LLC
8100 Cross Park Dr.
Austin, TX 78754-5249

Description	Category	Status	
Existing Arena Downspout Replacement	Contingency	New	
Reference	Required By	Days Req	Amt Req
	8/18/2016	0	\$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
045	8/11/2016		\$0.00	0	Contingency	Owner Directive

Existing Arena Downspout Replacement

Item No	Item Description	Amt Prop	Reference
001	Gray & Becker Add for Replacing Downspouts at Existing Arena	\$16,922.00	
002	Funding From Owner Contingency	\$(16,922.00)	

Flintco, LLC

CONTRACTOR8100 Cross Park Dr.
Austin, TX 78754-5249

Address

By

SIGNATURE

DATE

Williamson County Texas

OWNER3101 SE Inner Loop
Georgetown, TX 78626

Address

By

SIGNATURE

DATE



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center **Project # 15035** **Flintco, LLC**
 210 Carlos G. Parker Blvd, NW Tel: Fax: 15035
 Taylor, TX 76574

Category	Reason	Reference	COR Number	PCCO Number
Contingency	Owner Directive			
Notes				
Revenue Code				

Estimate				Proposed	Approved	Applied
Requested Days:	0	Budget:		\$0	\$0	\$0
Approved Days:	0	Cost:		\$0	\$0	\$0
General Description				Estimated	Proposed	Applied
001 - 133419 - 000.133419.S						
Gray & Becker Add for Replacing Downspouts at Existing Arena						
002 - - 000.975600.M						
Funding From Owner Contingency						
8/18/2016				\$16,922	\$16,922	\$16,922
8/18/2016				\$16,922	\$16,922	\$16,922
8/18/2016				-\$16,922	-\$16,922	-\$16,922
8/18/2016				-\$16,922	-\$16,922	-\$16,922



David Freisner

From: Dereck Sayers <dereck@grayandbecker.com>
Sent: Wednesday, August 03, 2016 7:45 AM
To: David Freisner; Ricky Galloway
Subject: Sky lights and Down Spouts

Categories: Cost Implications

Gentlemen,

Please see the attached cost as requested for the two items mentioned above.

(96) Sky lights remove and replace \$29,716.00
Remove and replace down spouts on existing building. \$16,922.00

Thanks,
Dereck Sayers, Vice President
Gray & Becker Construction
Phone: 512.836.1545
Fax: 512.836.4462
dereck@grayandbecker.com
www.grayandbecker.com



since 1947

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	\$867,750.00	\$ (867,750.00)	\$0.00	\$761,655.73
SOFT COST	\$622,113.50	\$ (211,078.48)	\$411,035.02	\$142,300.83
GMP (SEE GMP BALANCES ON SHEET 2)	\$10,978,073.00	\$ (10,497,443.00)	\$480,630.00	\$7,674,172.00
SUBTOTALS	\$12,467,936.50	\$ (11,576,271.48)	\$891,665.02	\$8,578,128.56

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		\$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			(\$500,000.00)
	PCO#020 - Transfer to Owner Contingency			(\$400,000.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			(\$15,108.00)
OCO#014	Fence Revisions, Added Concrete Topping, etc.			(\$5,549.00)
Construction Manager Contingency - Subtotal		\$1,125,458.00	\$0.00	(\$920,657.00)
Construction Manager Contingency - Total			\$1,125,458.00	\$204,801.00

Owner's Construction Contingency		\$253,228.00		
	PCO#011 - Transfer from CM Contingency			\$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			(\$24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			(\$489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			(\$14,579.00)
OCO#004	PCO#018 - Concrete Protection			(\$2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			(\$12,860.00)
	PCO#020 - Transfer from CM Contingency			\$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competition			(\$399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			(\$162,409.00)
OCO#007	Electrical Upgrades			(\$15,225.00)
OCO#008	NOT ACCEPTED			\$0.00
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			\$0.00
OCO#010	Additional Concrete at South End of Existing Arena			(\$7,316.00)
Owner's Construction Contingency - Subtotal		\$253,228.00	\$0.00	(\$227,592.00)
Owner's Construction Contingency - Total			\$253,228.00	\$25,636.00

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		\$491,953.00		
	PCO#010 - Removal of 6 Trees			(\$2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			\$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			\$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			(\$4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			(\$673.00)
OCO#007	Added Scope through ASI 005			(\$58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			(\$48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			(\$29,358.00)
	Footing Mix Allowance Balance			\$24,901.00
	Paving Specialities Balance			(\$1,879.00)
OCO#012	Paint Existing Arena Structure and Misc.			(\$68,925.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			(\$18,485.00)
OCO#014	Lighting Controls Credit			\$1,349.00
OCO#014	Fence Revisions, Added Concrete Topping, etc.			(\$48,933.00)
Future Buyout Delta - Subtotal		\$491,953.00	\$0.00	(\$241,760.00)
Future Buyout Delta - Total			\$491,953.00	\$250,193.00

Commissioners Court - Regular Session**22.****Meeting Date:** 08/23/2016

CR 351- Letter Agreement

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Letter Agreement with Beverly Clement, Katherine Clement and Marilyn Clement regarding drainage improvements to CR 351.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsClement Letter Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:18 AM

Started On: 08/18/2016 10:08 AM

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

April 6, 2016

VIA EMAIL AT bclement@blinn.edu
AND REGULAR U.S. MAIL

Beverly Clement
1217 King Arthur Cir.
College Station, TX 77840-4827

Katherine Clement
115 Poinciana St.
Lake Jackson, TX 77655

Marilyn Clement
1004 Haywood Dr.
College Station, TX 77845

Re: Williamson County—Proposed drainage improvements to CR 351

Dear Mmes. Clement:

Please allow this letter to set out my understanding of your agreement to grant Williamson County a permanent drainage easement and temporary construction easement on your property at County Road 351, Bartlett, Texas, in exchange for the County's construction of the improvements set forth in my letter of August 18, 2015, a copy of which is attached as Exhibit "A".

The permanent drainage easement will measure approximately 36' x 32, and the temporary construction easement will measure approximately 160' x 70', as shown on the drawing attached as Exhibit "B". After the easements are signed, the overall project is expected to take no longer than six (6) months to complete, but please understand delays may be unavoidable.


The County will replace any fencing removed in order to perform the improvements. If necessary, the County will install a temporary fence to secure the premises during construction.

Finally, the County will maintain the ditch and rip rap improvements at its own cost in the future.

If this meets with your understanding please execute this letter where indicated and return it to me. Upon receiving your signatures, the County will proceed with obtaining a survey of the easement in order to finalize the form of the easement. Drafts of the drainage easement and temporary construction easement, without surveys and legal descriptions, are attached.


Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Brian J. Knowles
Sheets & Crossfield, P.C.

AGREED:

OWNERS


Katherine Clement

Date: 6-15-16


Beverly Clement

Date: 6/3/2016


Marilyn Clement

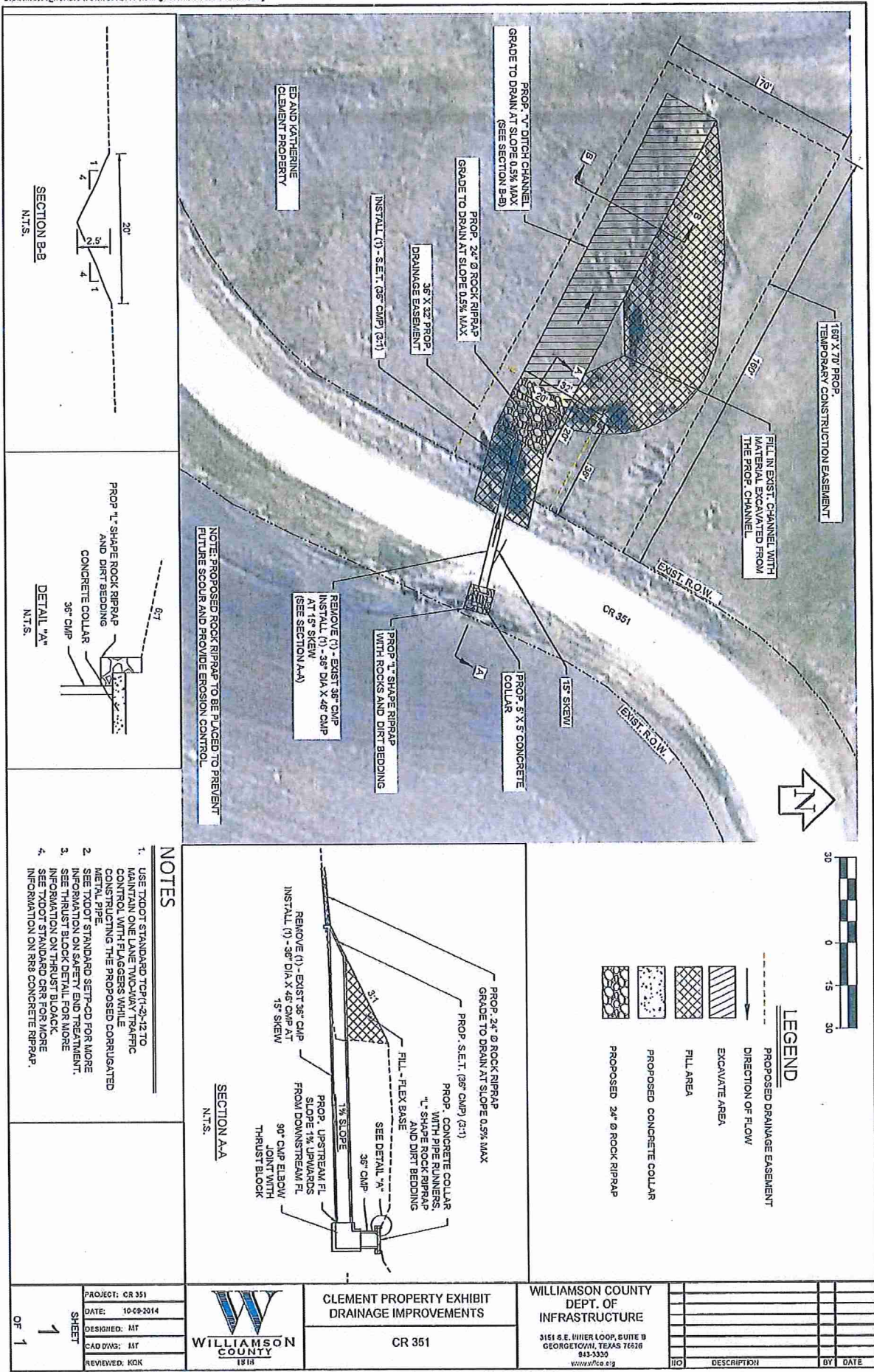
Date: 8-11-16

WILLIAMSON COUNTY

Dan A. Gattis, County Judge

Date: _____

Enclosures



DRAINAGE EASEMENT

County Road 351

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

That _____ and _____, and their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

All of that certain _____ acre (_____ square feet) tract of land situated in the Survey, Abstract No. _____ Williamson County, Texas; said acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 201__.

[signature pages follow]

GRANTOR:

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
201__ by _____, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

EXHIBIT "A"
[INSERT FIELD NOTE SURVEY]

TEMPORARY CONSTRUCTION EASEMENT
County Road 351 Drainage Improvement Project

KNOW ALL BY THESE PRESENTS:

That _____, hereafter referred to as Grantor, whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "County" or "Grantee"), a temporary construction easement to facilitate proper and adequate lateral support, slope, and drainage of the adjacent roadway and proposed culvert facilities and adjacent remaining property of Grantor, and for the purpose of earthen, rip rap, or other material or structure placement, removal, fill, grading, shaping or other reconfiguration or modification as necessary to facilitate proper stormwater drainage from adjacent properties across the CR 351 roadway facilities, in, along, upon and across the property located in the County of Williamson, State of Texas ("Project"), being more fully shown and described in Exhibit "A" for any and all purposes ("Property"). The removal or placement of any material, structures, rip rap, or other grading, construction or modification on the Property shall be subject to, and shall generally comply with any notes, details, design, specifications or other requirements or restrictions as shown on Exhibit "A" attached hereto.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A" any disturbed, filled or graded areas will be returned as closely as possible to their natural state, given the design and construction activities shown herein.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights shall revert to the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the expiration of six (6) months after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, or on _____, whichever occurs first.

This conveyance is subject to all easements, rights of way, and prescriptive rights, whether of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

[signature page follows]

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

CR 111 Contract

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Bradley and Marian Cockrum for Right of Way needed on CR 111. (Parcel 20)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCockrum Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:18 AM

Started On: 08/18/2016 10:16 AM

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 20

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

ARTICLE I
PURCHASE AND SALE

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

All of that certain 1.253 acre (54,565 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein
(Parcel 20)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property not otherwise retained by Seller in the Deed, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of ONE HUNDRED FIFTY EIGHT THOUSAND and 00/100 Dollars (\$158,000.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

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

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Georgetown Title Company on or before September 9th, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

Bradley Cockrum
Bradley Cockrum

Address: 201 Lavene Ter.
Georgetown TX 78628

Date: 8-9-16

Marian Cockrum
Marian Cockrum

Address: 201 Lavene Ter.
Georgetown TX 78628

Date: 8-9-16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 20
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 20

BEING 1.253 acres (54,565 Square Feet) of land, situated in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being the remainder of that certain tract of land, called 2.00 acres, as conveyed to Bradley Cockrum, by deed recorded as Document No. 2003017137 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin set for the Northwest corner of the above-referenced 2.00 acre Cockrum tract, being an interior corner of that certain tract of land, called 15.12 acre, as conveyed to John Valenta and wife, Myra Valenta, by deed as recorded in Volume 2225, Page 432, of the Official Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said 2.00 acre Cockrum tract, being a southerly line of the said 15.12 acre Valenta tract, N 73°49'30" E, 400.75 feet to an iron pin found on the west line of County Road No. 104 marking the most northerly Northwest corner of that certain tract of land, called 0.723 of an acre of land, as conveyed to Williamson County, a political subdivision of the State of Texas, by deed recorded as Document No. 2004066779 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the said west line of County Road No. 104, being the east line of the said 0.723 of an acre Williamson County tract, S 15°54'30" E, 93.74 feet to a calculated point and S 15°36'15" W, 34.12 feet to a calculated point at the intersection of the said west line of County Road No. 104, being the north line of County Road No. 111 (Westinghouse Road), for an interior corner of the said 0.723 of an acre Williamson County tract, for the Southeast corner hereof;

THENCE, along the said north line of County Road No. 111, S 68°27'00" W, 370.16 feet to a calculated point on the west line of the said 2.00 acre Cockrum tract, being an easterly line of the said 15.12 Valenta tract, for the most westerly Northwest corner of the said 0.723 of an acre Williamson County tract, for the Southwest corner hereof;

THENCE, N 21°29'45" W, 157.83 feet to the Place of **BEGINNING** and containing 1.253 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the _____ day of _____, 2015, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas

Project No. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 20.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

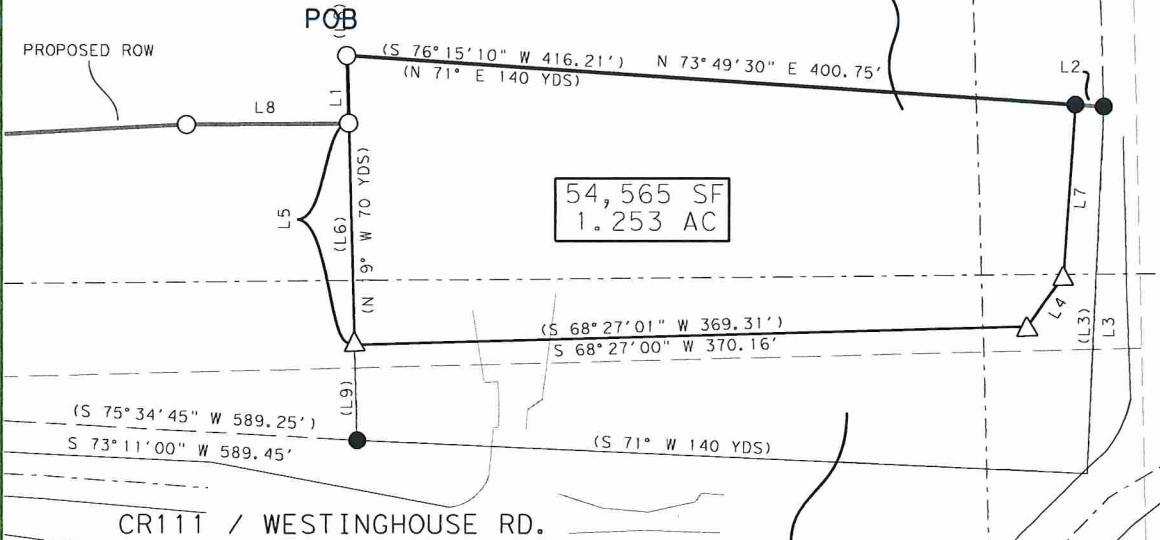
W ADDISON
ABSTRACT No. 21

J. MCQUEEN
ABSTRACT No. 426

15.12 AC
JOHN VALENTA AND WIFE,
MYRA VALENTA
2225/432

2.00 AC
BRADLEY COCKRUM & WIFE,
MARIAN COCKRUM
2003017137

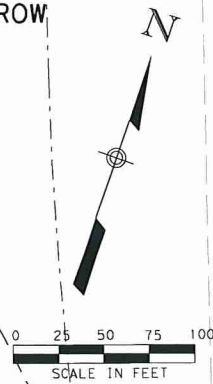
CR 104



0.723 AC
WILLIAMSON COUNTY
2004066779

TRACT TWO
223.20 AC
BERNARD S. & GLADYS R. ANDERSON TRUST
2010022971

C BELL
ABSTRACT No. 112



PAGE 1 OF 2

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
BRADLEY COCKRUM AND WIFE MARIAN COCKRUM



SCALE:
1"=100'

PARCEL:
20

PROJECT:
CR 111

COUNTY:
WILLIAMSON

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 21°29'45" W	36.89'
L2	N 73°40'30" E	15.55'
(L2)	S 73°42'00" W	19.58'
L3	S 17°31'00" E	94.05'
(L3)	S 19° E	70 YDS
L4	S 15°36'15" W	34.12'
(L4)	S 15°36'17" W	34.12'
L5	N 21°29'45" W	120.94'
(L6)	S 19°00' E	209.86'
L7	S 15°54'30" E	93.74'
(L7)	S 15°54'23" E	93.74'
L8	N 69°31'30" E	63.99'
(L9)	S 21°38'48" E	52.18'

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

PAGE 2 OF 2

STEGE BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	STEGEBIZZELL.COM
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS	

PARCEL PLAT SHOWING PROPERTY OF:
BRADLEY COCKRUM AND WIFE MARIAN COCKRUM

SCALE:
1"=100'

PARCEL:
20

PROJECT:
CR 111

COUNTY:
WILLIAMSON



EXHIBIT "B"

Parcel 20

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 1.253 acre (54,565 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 20**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: WATER SERVICE METER

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.


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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 9 day of August, 2016.

[signature page follows]

GRANTOR:



Bradley Cockrum

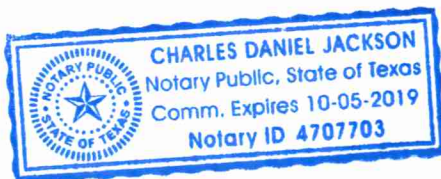
ACKNOWLEDGMENT

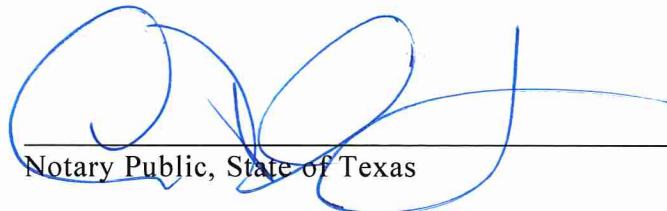
STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 9 day of August, 2016 by Bradley Cockrum, in the capacity and for the purposes and consideration recited therein.





Notary Public, State of Texas

GRANTOR:

Marian Cockrum
Marian Cockrum

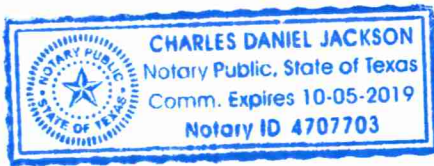
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 9 day of August, 2016 by Marian Cockrum, in the capacity and for the purposes and consideration recited therein.



[Signature]
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**24.****Meeting Date:** 08/23/2016

Public Hearing for 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**

10:00 a.m. Hold Public Hearing for changing the street name CR 457 to Hardi Rd. PCT 4

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsHardi Rd

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 08/15/2016

Reviewed By

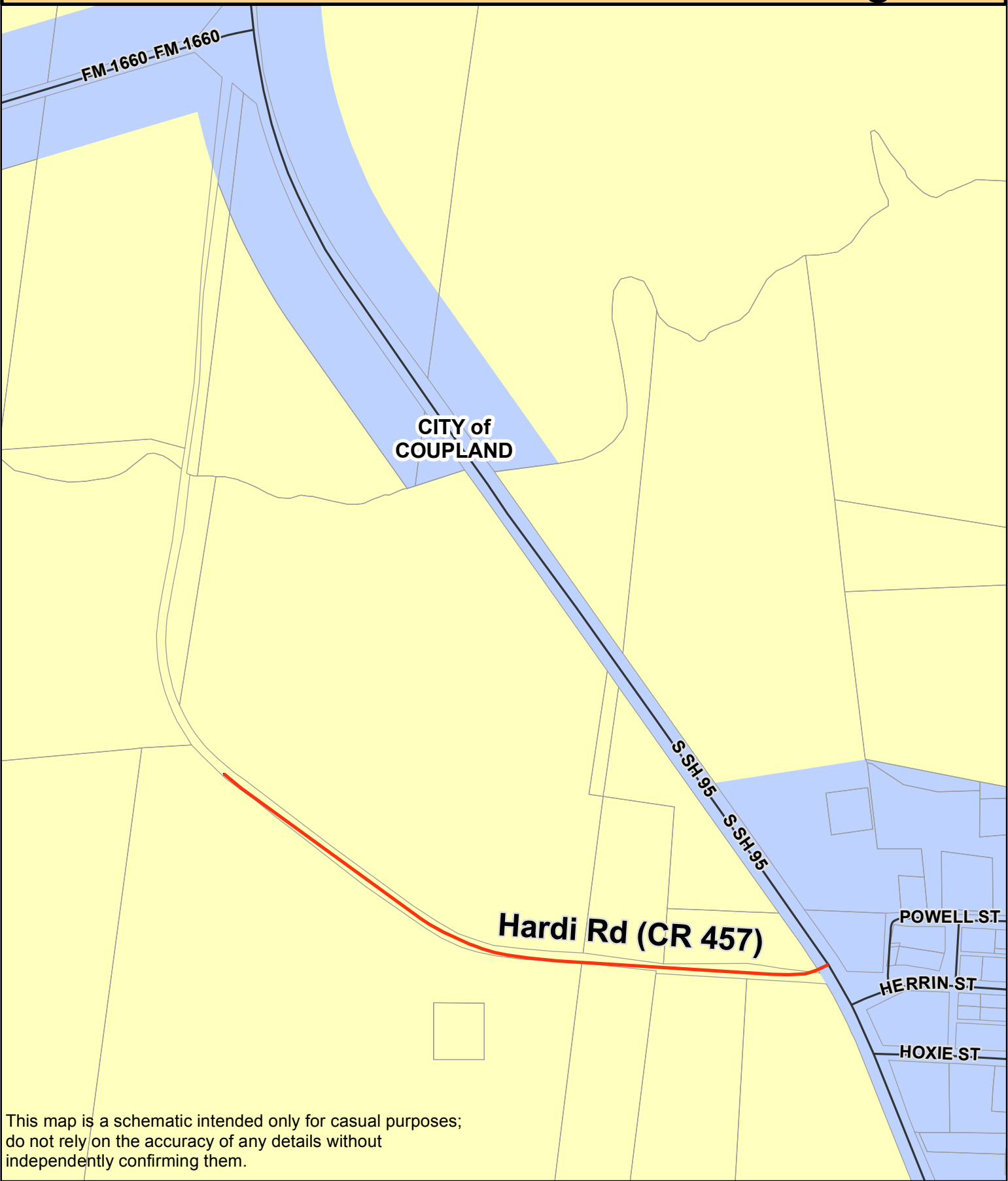
Wendy Coco

Date

08/15/2016 02:37 PM

Started On: 08/15/2016 01:17 PM

CR 457/Hardi Road Street Renaming



This map is a schematic intended only for casual purposes;
do not rely on the accuracy of any details without
independently confirming them.

0 500 1,000 1,500 2,000 Feet



Commissioners Court - Regular Session**25.****Meeting Date:** 08/23/2016

Action Item for CR 457 road name change

Submitted By: Teresa Baker, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the name change of CR 457 to Hardi Rd. PCT 4

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Information Technology (Originator)

Form Started By: Teresa Baker

Final Approval Date: 08/15/2016

Reviewed By

Wendy Coco

Teresa Baker

Date

08/15/2016 02:37 PM

08/15/2016 02:59 PM

Started On: 08/15/2016 01:24 PM

Commissioners Court - Regular Session**26.****Meeting Date:** 08/23/2016

Public Hearing for 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**

10:00 a.m. Hold Public Hearing for changing a portion of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4

Background

Fiscal Impact

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

AttachmentsChris Kelley Blvd

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 08/15/2016

Reviewed By

Wendy Coco

Date

08/15/2016 02:37 PM

Started On: 08/15/2016 01:26 PM

RESOLUTION NO. R-16-06-16-9A

A RESOLUTION REQUESTING THE STREET NAME DESIGNATION OF FM 685 (FROM US 79 GOING SOUTH TO S.H. 130) TO CHRIS KELLEY BOULEVARD; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the City of Hutto elected officials, do hereby respectfully request the Commissioner's of Williamson County, Texas, to rename FM 685 to "Chris Kelley Boulevard" beginning at US 79 and going south to S.H. 130, said street segment being described and attached hereto as Exhibit "A"; and

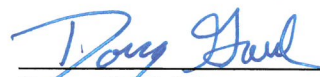
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

that the Hutto City Council hereby requests the Williamson County Commissioners to designate FM 685 (between US 79 and S.H. 130) as "Chris Kelley Boulevard", a copy of the street segment to be renamed being attached hereto as "Exhibit A" and incorporated herein for all purposes.

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

RESOLVED this 16th day of **June, 2016.**

CITY OF HUTTO, TEXAS



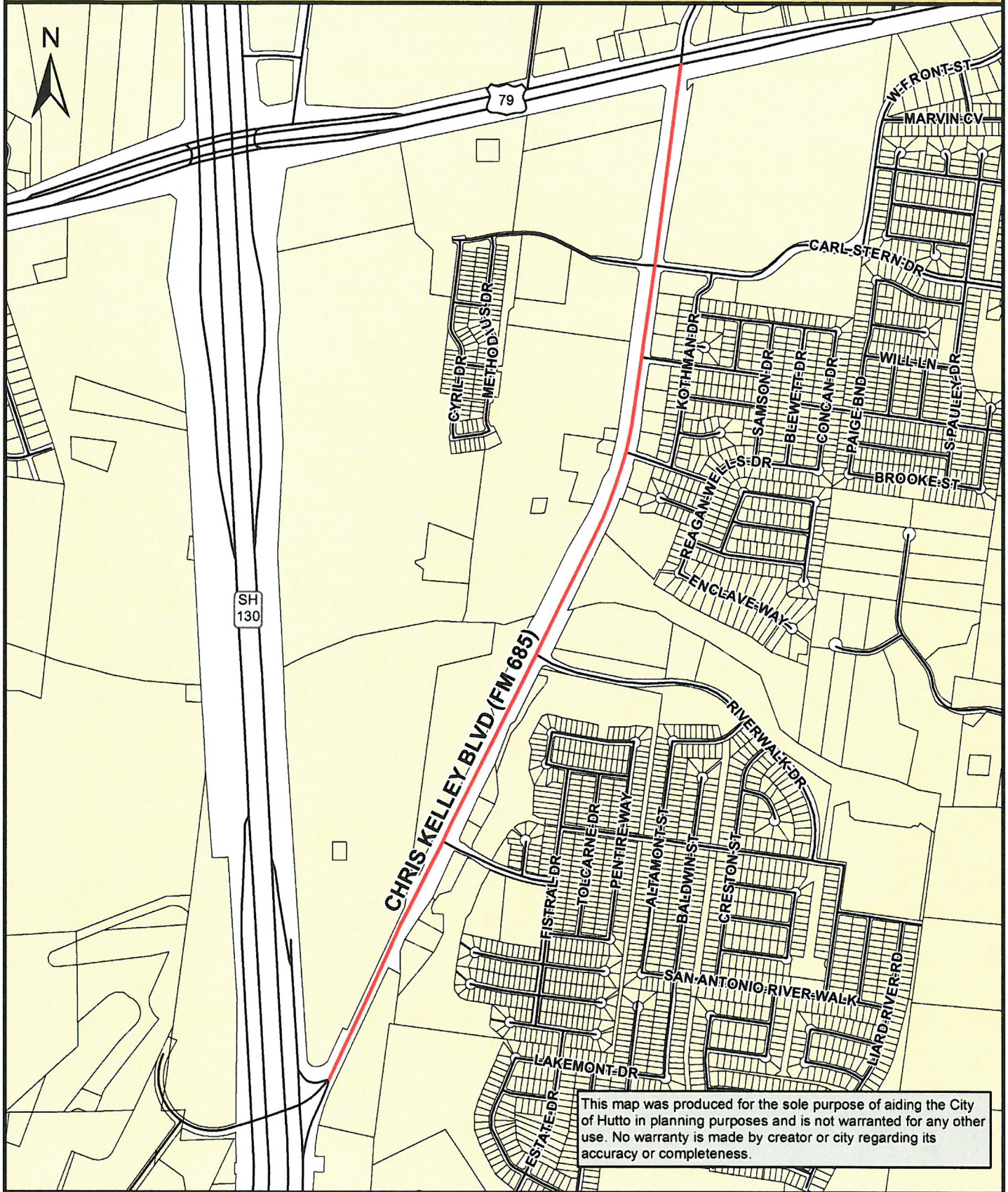
Doug Gaul, Mayor

ATTEST:

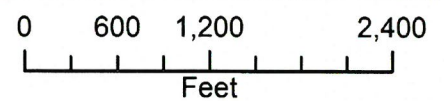


Seth Gipson, City Secretary

FM 685/Chris Kelley Boulevard Street Renaming



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO
ALL INTERESTED PERSONS
THAT THE HUTTO CITY COUNCIL
WILL HOLD A PUBLIC HEARING
REGARDING:

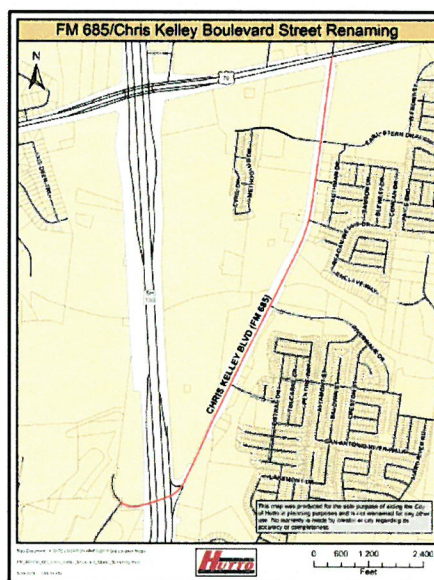
The renaming of FM 685 to Chris Kelley
Boulevard, beginning at US 79
going south to Klattenhoff Lane.

A public hearing will be held on
June 16, 2016 at 7:00 p.m.

Hutto City Hall
401 W. Front St., Hutto, Texas

For additional information the public
may contact Development Services at
512-759-3479 or planning@huttotx.gov

Publication Date: June 1, 2016



Commissioners Court - Regular Session**27.****Meeting Date:** 08/23/2016

Action Item for 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 the name change of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.
Information Technology (Originator)
Form Started By: Teresa Baker
Final Approval Date: 08/15/2016

Reviewed By

Wendy Coco
Teresa Baker

Date

08/15/2016 02:37 PM
08/15/2016 02:59 PM
Started On: 08/15/2016 01:28 PM

Commissioners Court - Regular Session**28.****Meeting Date:** 08/23/2016

order general election to be held on november 8 2016

Submitted For: Chris Davis**Submitted By:** Kay Eastes, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on ordering the general election to be held November 8, 2016.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsOrder of Election

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 09:45 AM

Started On: 08/16/2016 04:17 PM

ORDER OF GENERAL ELECTION

An election is hereby ordered to be held on Tuesday, November 8, 2016, in Williamson County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

District Attorney
Judge, County Court at Law No. 2 (Unexpired Term)
County Attorney
Sheriff
County Tax Assessor-Collector
County Commissioner, Precinct 1
County Commissioner, Precinct 3
Constable, Precinct 1
Constable, Precinct 2
Constable, Precinct 3
Constable, Precinct 4

Early voting by personal appearance will be conducted at these full-time locations:

Main Location: Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown

Branch Locations:

Georgetown ISD Administration Building, 603 Lakeway Drive, Georgetown
Parks & Recreation Administration Building, 1101 N. College Street, Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way, Georgetown
Baca Senior Center, 301 W. Bagdad Street, Building 2, Round Rock
Round Rock Randalls, 2051 Gattis School Road, Round Rock
Brushy Creek Community Center, 16318 Great Oaks Drive, Round Rock
J.B. and Hallie Jester Annex, 1801 E. Old Settlers Boulevard, Round Rock
Anderson Mill Limited District, 11500 El Salido Parkway, Austin
McNeil High School Performing Arts Center, 5800 McNeil Drive, Austin
Cedar Park Public Library, 550 Discovery Boulevard, Cedar Park
Cedar Park Randalls, 1400 Cypress Creek Road, Cedar Park
Pat Bryson Municipal Hall, 201 N. Brushy Street, Leander
Hutto ISD Administration Building, 200 College Street (Back entrance, Hutto)
Taylor City Hall, 400 Porter Street, Taylor

Dates and Times for Full-Time Locations:

Monday, October 24 through Friday, November 4: 7:00 am to 7:00 pm
Sunday, October 30: 12:00 pm to 6:00 pm

Applications for ballot by mail shall be mailed to:

Early Voting Clerk
P. O. Box 209
Georgetown, TX 78627

An Application for Ballot by Mail with the voter's original signature can be scanned and submitted via e-mail to bbm@wilco.org.

Completed and signed FPCAs can be submitted via email to fpca@wilco.org

Applications for ballots by mail must be received no later than the close of business on October 28, 2016.

Federal postcard applications must be received no later than the close of business on October 28, 2016.

SIGNED this the _____ day of August, 2016.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session**29.****Meeting Date:** 08/23/2016

appointment of election judges and alternate judges for term 9 1 2016 thru 8 31 2017

Submitted For: Chris Davis**Submitted By:** Kay Eastes, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2016 and ending August 31, 2017.

Background

Pursuant to Texas Election Code Chapter 32, Appointment of Election Judges, the county chairs of the Republican Party and Democratic Party have provided names for Judges and Alternate Judges to serve as election officials for the elections being held on November 8, 2016. Attached is the list of names proposed for Commissioners Court consideration and, if approved, appointment of these individuals to serve in their capacities as election day Judges and Alternate Judges on November 8, 2016.

In preparation for the November 8th Presidential Election, the Williamson County Elections Department is looking to expand its Student Election Clerk program over past years' efforts. Students that are selected to be Election Clerks and complete the 3-hour training will be paid \$10/hr. for training and hours worked on Election Day (11/8/16).

To effectively promote the program to the largest audience, the attached flyer has been forwarded to the government/history department heads of the various school districts within Williamson County. We've found that in past election cycles, student election clerks have readily adapted to the poll worker procedures at a polling place. They've also quickly assumed assistance roles with both the electronic poll book laptops, as well as the electronic voting machines.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order Approve Appt of J. AJ
student election clerk flyer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 09:45 AM

Started On: 08/16/2016 04:43 PM

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 8, 2016

On this the 23rd day of August, 2016, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as vote center election judges and alternate judges to serve for a one year term which begins September 1, 2016 and ends August 31, 2017.

Vote Center	Appt.	Party	Last Name	First Name
Anderson Mill Limited District	J	D	Derryberry	Shirley
11500 El Salido Parkway, Austin	AJ	R	Stoddard	E. Reed
Bethany United Methodist Church	J	D	Adair	Dwight
10010 Anderson Mill Road, Austin	AJ	R	Josey	Jack
Gateway Church	J	D	Shanks	John
7104 McNeil Drive, Austin	AJ	R	Whittaker	Jill
Kelly Reeves Athletic Complex	J	R	Cobb	Mitch
10211 W Parmer Lane, Austin	AJ	D	Shaughnessy	Carin
La Quinta Inn & Suites	J	R	Price	Bobbi
10701 Lakeline Mall Drive, Austin	AJ	D	Phillips	Deanna
Lord of Life Lutheran Church	J	R	Harrison	Dan
9700 Neenah Avenue, Austin	AJ	D	Cummings	Sharon
McNeil High School Performing Arts Center	J	D	Manser	Gerrie
5800 McNeil Drive, Austin	AJ	R	McIntyre	Cindi
Northwest Fellowship	J	D	Gier	Robert
13427 Pond Springs Road, Austin	AJ	R	Sherrod	Mack
Rattan Creek Park Community Center	J	D	Tollerton	Deanna
7617 Elkhorn Mountain Trail, Austin	AJ	R	Papick	Phil
Bartlett Town Hall	J	D	VanPraag	Jane
140 W Clark Street, Bartlett	AJ	R	Tannehill	Carolyn
Cedar Park City Hall	J	R	Zaharias	Dave
450 Cypress Creek Road, Bldg. 3, Cedar Park	AJ	D	Horton	Harriet
Cedar Park High School	J	R	Barron	Paul
2150 Cypress Creek Road, Cedar Park	AJ	D	Griffith	Mary
Cedar Park Library	J	R	Dominguez	Art
550 Discovery Boulevard, Cedar Park	AJ	D	Pillay	Logan

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 8, 2016

Cedar Park Randalls 1400 Cypress Creek Road, Cedar Park	J AJ	R D	Martin Rathbun	Sandra Mina
Cedar Park Recreation Center 1435 Main Street, Town Center, Cedar Park	J AJ	D R	Beyer Ples	Lana Paul
Highland Estates Ind Retirement Living 1500 N Lakeline Boulevard, Cedar Park	J AJ	R D	Richardson Webre	Ann Catherine
Vista Ridge High School 200 S Vista Ridge Boulevard, Cedar Park	J AJ	R D	Jewett Soliz	Jon Jesse
St. Peter's Church of Coupland 108 Wathen Street, Coupland	J AJ	R D	Carroll Chapa	Shannon Mary
Andice Community Center 6600 FM 970, Florence	J AJ	R D	Kohn Johnson	David Linda
Florence High School 401 FM 970, Florence	J AJ	R D	Johnson Hooper	Donna Hannah
County Central Maintenance Facility 3151 SE Inner Loop, Georgetown	J AJ	R D	Helms Witherspoon	Debra Kenneth
Cowan Creek Amenity Center 1433 Cool Spring Way, Georgetown	J AJ	R D	Cody Kienenberger	Cathy Cameron
Estrella Oaks Rehab & Care 4011 Williams Drive, Georgetown	J AJ	D R	Harr Craig	Stephen Sherry
First Baptist Church 1333 W University Avenue, Georgetown	J AJ	R D	Faraci Odom	Anthony Gabriel
GISD Administration Bldg 603 Lakeway Drive, Georgetown	J AJ	R D	Schrowang Weiler	Sue Marion
Parks and Recreation Administration 1101 N College Street, Georgetown	J AJ	R D	Wemheuer Smith	Robert Diane
Main Street Baptist Church 111 W 10th Street, Georgetown	J AJ	D R	Perkison Stutzman	Bill Brad
San Gabriel Presbyterian Church 5404 Williams Drive, Georgetown	J AJ	R D	Gill Abend	E. Diane Gayle

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 8, 2016

Sun City Social Center 2 Texas Drive, Georgetown	J AJ	R D	Edwards Vogel	Gene Phyllis
The Caring Place Annex 2001 Railroad Avenue, Georgetown	J AJ	R D	Schrowang Bacelis	Russ Jorge
Williamson County Inner Loop Annex 301 SE Inner Loop, Georgetown	J AJ	R D	Hughes Torres	Anna Virginia
SPJST Hall 114 W Davilla Street, Granger	J AJ	R D	Burnham Spanel	Fred Deborah
Hutto City Hall 401 W Front Street, Hutto	J AJ	R D	Albert Covarrubias	Frances R. Chris
Hutto ISD Administration Building 200 College Street, Hutto	J AJ	D R	Hosek Bernsen	Larry James
Jarrell Fire Station #2 155 CR 313 E, Jarrell	J AJ	R D	Davidson Spangenberg	Nita William
Leander Church of Christ 300 Crystal Falls Parkway, Leander	J AJ	D R	Covey George	Jerry Gaylon
Leander High School 3301 S Bagdad Road, Leander	J AJ	R D	Crabtree Glenn	James Cindy
Leander Public Library 1011 S Bagdad Road, Leander	J AJ	R D	Stroud Hutchens	Don Adrian
Pat Bryson Municipal Hall 201 N Brushy Street, Leander	J AJ	R D	Hampton Sanchez	Janet Aurora
Rouse High School 1501 CR 271, Leander	J AJ	R D	Pollastro Boydstun	Jennifer Dwayne
Liberty Hill High School 16500 W SH 29, Liberty Hill	J AJ	R D	Griffin Graves	Wes Mike
Baca Senior Center 301 W Bagdad Avenue, Bldg 2, Round Rock	J AJ	D R	Franco Zumbahlen	E. Irene Marie
Brushy Creek Community Center 16318 Great Oaks Drive, Round Rock	J AJ	R D	Ruppert Garrett	Carol Resa

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 8, 2016

Cedar Ridge High School 2801 Gattis School Road, Round Rock	J AJ	R D	Overman Gunn	Azucena Susan
Dell Diamond Heritage Center 3400 E Palm Valley Boulevard, Round Rock	J AJ	R D	McMasters Hackenberg	Sonia Stacey
Fern Bluff MUD Community Center 7320 Wyoming Springs Drive, Round Rock	J AJ	R D	Gantt Morgan	Pat Cathy
Forest Creek Elementary School 3505 Forest Creek Drive, Round Rock	J AJ	R D	Dziadziola Stone	David Sarah
JB & Hallie Jester Annex 1801 E Old Settlers Boulevard, Round Rock	J AJ	R D	Armbruster White	Steve Earl
Round Rock High School 300 N Lake Creek Drive, Round Rock	J AJ	R D	Darden Barbini	Bernice Charlotte
Round Rock Presbyterian Church 4010 Sam Bass Road, Round Rock	J AJ	R D	Pitts Narvaez	Rick Ruben
Round Rock Randalls 2051 Gattis School Road, Round Rock	J AJ	R D	Pool Turner	Darryl Angela
Round Rock Sports Center 2400 Chisholm Trail Drive, Round Rock	J AJ	R D	Durham Afsah	David Ghazala
San Gabriel Rehab & Care 4100 College Park Drive, Round Rock	J AJ	R D	Garza Tyler	Dan Rebecca
Sleep Inn & Suites 1980 S IH 35, Exit 251, Round Rock	J AJ	D R	Felthouser Risinger	James Ronny
Teravista Community Center 4211 Teravista Club Drive, Round Rock	J AJ	R D	Brymer Jones	Jimmy James
The Fellowship Church of Round Rock 3379 Gattis School Road, Round Rock	J AJ	R D	Janda Huffstutler	Shelley Keith
Main Street Events Center 3101 North Main, Taylor	J AJ	R D	Collins Newman	Gayle Maria
Taylor City Hall 400 Porter Street, Taylor	J AJ	D R	Brown Werner	Betty Pat

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 8, 2016

Taylor Public Library	J	R	Naizer	Joe
801 Vance Street, Taylor	AJ	D	Rex	J. Bart
St John Lutheran Church	J	R	Prillaman	Michael
409 S Main Street, Thrall	AJ	D	Yerby	Barbara
First Baptist Church of Weir	J	R	Schumacher	David
315 FM 1105, Weir	AJ	D	Thomas	Ashley

SIGNED this _____ day of August, 2016.

Dan A. Gattis, County Judge

BE A STUDENT ELECTION CLERK

for the

NOVEMBER 8, 2016 PRESIDENTIAL ELECTION



What?

- ⇒ Help open & close the polling place.
- ⇒ Check-in voters.
- ⇒ Get first-hand experience with the electoral process.

Why?

- ⇒ Enhance your college application!
- ⇒ Earn extra cash!
- ⇒ Fulfill your civic duty!

Who?

- ⇒ Enrolled students in a public, private or qualified home school. Parent/Guardian permission required if under age 18.
- ⇒ U.S. citizens & residents of Williamson County,. At least age 16 on 11/8/16. If age 18 or older on 11/8/16, must be a registered voter.

How?

- ⇒ Get [our online application](#) or scan this QR code:
- ⇒ Print it.
- ⇒ Fill it out.
- ⇒ Scan & email to kproud@wilco.org or return to :



Kay Proud
PO Box 209
Georgetown, TX 78627

Commissioners Court - Regular Session**30.****Meeting Date:** 08/23/2016

establish central counting station for election to be held on 11 8 2016

Submitted For: Chris Davis**Submitted By:** Kay Eastes, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on November 8, 2016.

Background

Fiscal Impact

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

AttachmentsOrder Estab Cent Cnt Stn

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 09:45 AM

Started On: 08/16/2016 04:46 PM

ORDER
ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
November 8, 2016

On this 23rd day of August, 2016, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 8, 2016. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Kay Eastes, Counting Station Manager;
Christopher J. Davis, Tabulation Supervisor;
Misty Horne, Assistant to Tabulation Supervisor;
Julie Seippel, Assistant to Tabulation Supervisor;
Karen Adair, Presiding Judge; and,
Jose Orta, Alternate Presiding Judge.

SIGNED this _____ day of August, 2016.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session**31.****Meeting Date:** 08/23/2016

Grant Request

Submitted For: Jarred Thomas**Submitted By:** Jarred Thomas, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the submission of a grant provided through the Texas Commission on Environmental Quality for the Williamson County Local Emergency Planning Committee (LEPC), administered by the Office of Emergency Management, in the amount of \$140,769.00. The request is for a 12 month grant funded position to analyze and plan for chemical emergencies, software to analyze threats and risk, and a rugged laptop.

Background

TCEQ is providing approximately \$4.5 million in grant funding to Texas LEPC's at 100%. The current level of available funding is for the FY16 grant period only, following years may only be at \$200 thousand annually and may require a local match. The Emergency Planning Community Right-to-Know Act (EPCRA) of 1986 provides federal mandates for hazardous materials facilities and LEPC planning requirements. New technologies have now made possible the ability to perform site specific analysis to include but not limited the potentially affected areas, population, socio-economic, vulnerable populations, languages spoken, critical infrastructure, etc.. By identifying key information prior to an incident, targeted plans can be developed to address the specific issues resulting is faster response decision making and increased public safety. Williamson County has approximately 250 facilities that are reporting chemical on-site for manufacturing, agriculture, or distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[TCEQ Grant Guidelines](#)[TCEQ Grant Application](#)[TCEQ Grant Budget](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 09:45 AM

Started On: 08/18/2016 08:49 AM

Local Emergency Planning Committee Grant Program Application Guidelines

Texas Commission on Environmental Quality
2016-2017



In order to be eligible for the TCEQ LEPC Grant funds every LEPC must submit an application in accordance with the following guidelines. Applications can be found on the TCEQ web site at the link below. All applications must be submitted to LEPCGrants@tceq.texas.gov or by mail no later than August 31, 2016. The application web site is <http://www.tceq.texas.gov/goto/LEPCGrants>.

I. Grant Period

September 1, 2016 to August 31, 2018

II. Grant Amount

\$4,420,000.00

III. Description

- a. In the 84th Texas Legislative Session the Texas Legislature transferred the Tier II Chemical Reporting Program to the Texas Commission on Environmental Quality (TCEQ). Health and Safety Code 505.016(d), 506.017(d), and 507.013(d) authorizes up to 20% of chemical reporting fees to be awarded to the Local Emergency Planning Committees (LEPCs) to fulfill their responsibilities under Emergency Planning and Community Right-to-Know Act (EPCRA). The total amount to be awarded under this grant program will depend upon the amount of revenue received from chemical reporting fees in the Tier II Chemical Reporting General Revenue Workplace Chemicals List account.

The funds for this grant program are appropriated to the TCEQ by the Legislature and are subject to change annually. This **\$4,420,000** grant amount includes an additional \$4,000,000 appropriated for the 2016/2017 biennium. Future grants will be approximately **\$210,000** annually based on fee revenue received. Because of this, the TCEQ encourages LEPCs to use this one-time grant amount to establish large projects or plans that can be used in multiple years or shared with other LEPCs.

- b. This grant will allow LEPCs to establish, maintain, and/or improve their implementation of EPCRA. The EPCRA requires each state to create a State Emergency Response Commission (SERC), designate emergency planning districts, and to establish LEPCs for each district. LEPCs are to work with facilities to develop response procedures, evacuation plans, and training programs for people who will be the first to respond in the event of an emergency. Only LEPCs that are officially recognized by the SERC are eligible for this grant.

No match will be required during this grant period, but future match requirements may be established.

IV. Administrative Conditions

- a. A completed Texas LEPC Grant Program **Application and Budget Information Sheet** must be submitted to be considered for this grant.
- b. A completed **Texas Division of Emergency Management (TDEM) 151 Form** must be submitted with this application. Forms can be accessed from the TDEM website under Forms or at <https://www.txdps.state.tx.us/internetforms/Forms/TDEM-151.pdf>.
- c. If the LEPC is awarded grant funding they will be required to enter into a contract agreement with the TCEQ which will specify terms and conditions that will need to be adhered to. LEPCs selected for this grant program are

- expected to complete all grant activities within a timely manner and comply with all deadlines as specified in their grant award contract. Funding will be awarded upfront to the LEPCs selected for this grant after all required application documentation is received, reviewed, and approved by the TCEQ. All funds must be expended and all travel and services must take place during the grant award contract period.
- d. **Budget Control and Transfers:**
- i. **Cumulative transfers less than 10% of the Total Budget.** LEPCs may transfer amounts between the approved direct cost budget categories so long as cumulative transfers between the direct cost categories during the Contract do not exceed ten percent (10%) of the Total Budget amount. The LEPC must timely submit a Budget Revision Request Form reflecting the revised budget. The LEPC may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval.
 - ii. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must pre-approve all budget revisions that result in the cumulative transfer of funds greater than 10% of the Total Budget during a Contract. A Contract Amendment is required before the LEPC incurs these costs.
- e. All grants will follow the **timeline** outlined below:
First Reporting Period: September 1, 2016 to September 30, 2016
Second Reporting Period: October 1, 2016 to October 31, 2016
Third Reporting Period: November 1, 2016 to November 30, 2016
Fourth Reporting Period: December 1, 2016 to February 28, 2017
Fifth Reporting Period: March 1, 2017 to May 31, 2017
Sixth Reporting Period: June 1, 2017 to August 31, 2017
- f. An **invoice** or Financial Status Report (FSR) must be submitted, in writing, to the TCEQ Grant Coordinator no later than 15 calendar days after the end of each reporting period with all supporting documentation (i.e. receipts, training certificates, invoices, etc.). Request for reimbursement must be submitted within 15 days after the close of each quarter with the exception of the final invoice which is due within 45 days after the close of the Contract.
- g. This award may be reduced or terminated at such time the recipient fails to comply with the program objectives, grant award conditions, or state reporting requirements.

V. Purchasing Guidelines

- a. All purchases must be justified in the application and follow all terms and conditions outlined in the grant award contract. LEPCs may apply for contractor services or salaries, but must show confirmation of the contract or salaried position only being filled during the contract period. The TCEQ will not approve on-going salaries due to uncertainty of funding. LEPCs will need to provide supporting documentation for each line item on Form 6 (i.e. quotes, pricing sheet, web link to items with the model number and price, etc.).

- b. This grant round will allow infrastructure items that could be used during multiple years and larger items such as printers, training programs, certifications, contractors (to create or update an Emergency Plan), Emergency Operations Center (EOC) upgrades, or training facility remodels. Since this grant round has a larger amount of funds, the TCEQ encourages LEPCs to include all needed projects on their applications and use Form 4 to rank the projects based on importance
- c. Purchases using grant funds must be made by the LEPC.
- d. Grant funds **cannot** be used to purchase food, drinks, alcohol and grant preparation services.

VI. Performance Evaluation

The TCEQ will prepare evaluations of the performance of the grant recipient upon completion of all reimbursements or more frequently, as deemed necessary by the TCEQ. The performance rating on evaluations for a past grant may be considered by the TCEQ in evaluating an application from the grant recipient for additional funding under this program. A rating of marginal or unsatisfactory performance may be used as a basis to lower or otherwise change the priority and ranking of a future application.

Specific items that may be used in a performance evaluation include:

- Tangible resources that could be used in multiple years or across LEPCs (training programs, emergency plans, handbooks, guides, outreach activities, preparedness activities, etc.)
- Cost effectiveness
- Budget requirements
- Meeting frequency

VII. Funding

The total amount to be awarded under this grant program will depend upon the amount of revenue received by the Tier II Chemical Reporting General Revenue Workplace Chemicals List account in accordance with Health and Safety Code 505.016(d), 506.017(d), and 507.013(d).

The TCEQ will not be obligated to select project proposals to cover the full amount of expected or available funding. The TCEQ may select parts of a proposal for funding and may offer to fund less than the dollar amount requested in a proposal.

VIII. Deadline for Submission

Grant applications must be received by the TCEQ by **no later than 5:00 p.m. Central Time, August 31, 2016**. Applications can be submitted by mail or electronically. Applications received after this deadline will be awarded on a case-by-case basis as funds are available. Applicants are encouraged to submit an application as early as possible.

IX. Priority List

Funds will be distributed on an as needed basis to the projects that best suit the needs and goals of the program. If projects exceed available funding, funding may be decided by the following:

1. Amount of Tier II facilities or materials in the LEPC's area

This category looks specifically at the number of facilities or amount of Tier II chemicals reported to the TCEQ in the LEPC's area.

2. Population of the LEPC's area

This category will use the most recent population data from the Office of Management and Budget census data. The census data will be pulled on July 31, 2016 to ensure the most recent information is used.

3. Past Performance of the LEPC

This category will not be used during the initial grant round because no historical data will be available. The performance of the LEPC during this grant round will affect future application reviews. LEPCs that do not fully expend their budget or do not properly document purchases will be subject to lower funding amounts and/or extra oversight during future grant rounds.

4. Outside Funding for LEPCs

All funding from outside of this grant must be included in this grant application. LEPCs who receive significant funding from local governments, facility owners, HMEP Grants, or any other source may be considered lower on the selection list than LEPCs who do not receive any funding, depending on the projects being applied for.

5. Transferability of Application Projects

Projects that can transfer and be used by other LEPCs or continue to be used past this grant round (such as training programs, infrastructure, equipment, or emergency plan writing) will be given a higher score based on the level of transferability.

6. Risk Assessment

The TCEQ may assess the risks associated with a project and may classify or otherwise categorize projects according to the assessed risks separate from the general scoring and ranking. Grantees with a higher risk may have additional responsibilities assigned.

7. LEPC Minutes (optional)

LEPCs may submit meeting minutes and attendance records from the three most recent meetings as optional criteria. LEPCs that have held meetings may be given a higher score if necessary in a tie or close scoring situation.

X. Submission Information

Mail:

Texas Commission on Environmental Quality
Attention Deanna Sivek, MC 177
PO Box 13087
Austin, TX 78711-3087

Electronic:

LEPCGRANTS@tceq.texas.gov

XI. Contact Information

Deanna Sivek
Deanna.Sivek@tceq.texas.gov
512-239-5074 office
512-239-0404 fax

Texas Commission on Environmental Quality (TCEQ)
Local Emergency Planning Committee (LEPC) Grant Program
Form 1. Signature Page

1. LEPC Name:	
2. Federal Tax ID Number:	

3. County Judge or Emergency Manager Authorization

The County Judge or appointed Emergency Manager must sign below to authorize this grant application. By signing this document you certify that you have reviewed this **Grant Application and the Budget Information Sheet** and that the funds will be expended in accordance with Budget Information Sheet unless otherwise stated in writing by the TCEQ Grant Manager.

Signature of County Judge or Emergency Manager Official:	
<i>A faxed or scanned version of this contract page is an acceptable submission. The PDF program will allow electronic signatures to be inserted and are acceptable.</i>	
Printed Name:	
Official's Title:	
Date of Signature:	

4. Authorized Official: Person authorized to apply for the grant

I hereby certify that to the best of my knowledge and belief all information provided in this application and any attachments is true and correct. If the application was prepared by a third party, I certify that I have read the complete application after all forms and information were completed, I agree with the information provided, and the date provided below is the date I signed the form. I further understand that prior to incorporating this information into a grant contract the data and information may be revised by the TCEQ for accuracy and that the acceptance of a grant contract will constitute agreement with those revisions. Failure to sign the application or signing it with a false statement may make the submitted offer or any resulting contracts voidable.

Signature of Authorized Official:	
<i>A faxed or scanned version of this contract page is an acceptable submission. The PDF program will allow electronic signatures to be inserted and are acceptable.</i>	
Printed Name:	
Authorized Official's Title:	
Date of Signature:	

Intentional falsification of these forms will be prosecuted to the extent allowed under the law and may be used as an adverse factor in future grant selection decisions.

If you have questions on how to fill out this form or about the LEPC Grant Program, please contact us at 512-239-1510 or LEPCGRANTS@tceq.texas.gov.

Upon submission, all proposals become the property of the State of Texas and as such become subject to the Texas Public Information Act, V.T.C.S. art. 6252-17a.

Personal Information Policy: Individuals are entitled to request and review their personal information that the agency gathers on its forms. Individuals may also have any errors in their information corrected. To review such information, contact the TCEQ LEPC Grant Program at LEPCGRANTS@tceq.texas.gov.

Do NOT alter forms. Altered forms will be void.

This form is only valid for the application period ending August 31, 2016.

Texas Commission on Environmental Quality (TCEQ)
Local Emergency Planning Committee (LEPC) Grant Program
Form 2. LEPC Contact Information

1. Applicant Contact Information	<i>Please Print or Type</i>
a. Legal Name of LEPC:	
b. Name of Grant Manager or Authorized Official:	
c. Phone Number:	
d. Fax Number:	
e. Email Address:	
f. Mailing Address:	
g. Physical Address: <i>(if different than mailing address)</i>	

2. Primary Contact Information	<i>Please Print or Type</i>
a. Name:	
b. Phone Number:	
c. Fax Number:	
d. Email Address:	
e. Mailing Address:	
f. Physical Address: <i>(if different than mailing address)</i>	

3. Secondary Contact Information	<i>Please Print or Type</i>
a. Name:	
b. Phone Number:	
c. Fax Number:	
d. Email Address:	
e. Mailing Address:	
f. Physical Address: <i>(if different than mailing address)</i>	

4. Grant or Budget Administrator Contact Information	<i>Please Print or Type</i>
a. Name:	
b. Phone Number:	
c. Fax Number:	
d. Email Address:	
e. Mailing Address:	
f. Physical Address: <i>(if different than mailing address)</i>	

Texas Commission on Environmental Quality (TCEQ)
Local Emergency Planning Committee (LEPC) Grant Program
Form 3. Emergency Planning Community Right-to-Know Act (EPCRA) Requirements

a. EPCRA Requirements Currently Being Fulfilled

Directions: The items listed below are the four main requirements under EPCRA. Please check the box next to each requirement that your LEPC is currently fulfilling. **Note:** Section references come from Public Law 99-499 and subsection references come from the United States Code 42.

Emergency planning (Sections 301-303, Subchapter I - 11001-11003)

Emergency release notification (Section 304, Subchapter I - 11004)

Hazardous chemical storage reporting requirements (Sections 311-312, Subchapter I - 11021-11022)

Toxic chemical release inventory (Section 313, Subchapter I - 11023)

b. EPCRA Requirements this Grant Will Fulfill

Directions: The purpose of this grant is to assist LEPCs in fulfilling their requirements under EPCRA. The items listed below are the four main requirements under EPCRA. Please check the box next to each requirement that your LEPC will fulfill with this grant and explain in the boxes below.

Emergency planning (Sections 301-303, Subchapter I - 11001-11003)

Explain how:

Emergency release notification (Section 304, Subchapter I - 11004)

Explain how:

Hazardous chemical storage reporting requirements (Sections 311-312, Subchapter I - 11021-11022)

Explain how:

Toxic chemical release inventory (Section 313, Subchapter I - 11023)

Explain how:

Texas Commission on Environmental Quality (TCEQ)
Local Emergency Planning Committee (LEPC) Grant Program

Form 4. Grant Activity Description and Justification

1. Planned Projects/Activities: Describe the projects or activities that will be performed with this grant.

(Please include additional page if more space is necessary)

2. LEPC or Community Benefit: State all benefits/improvements this grant will create.

(Please include additional page if more space is necessary)

Texas Commission on Environmental Quality (TCEQ)
Local Emergency Planning Committee (LEPC) Grant Program
Form 4. Grant Activity Description and Justification (continued)

3. Project/Activities Ranking*: Please use this area to rank each project listed above by importance.

(Please include additional page if more space is necessary)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

*Please note: The TCEQ will take the project/activity rankings into consideration if the entire application cannot be funded. Please use numbered bullets to list the most important projects at the top (1) and the least important projects at the bottom (20).

**Texas Commission on Environmental Quality (TCEQ)
Local Emergency Planning Committee (LEPC) Grant Program
Budget Information Sheet**

a. Cost Budget Overview*

Directions for Cost Budget Overview: Fill in each budget category that is part of your grant application. Place zeros in fields that will not be included. LEPCs that receive funding as part of an annual budget will have that taken into consideration when determining grant awards.

Budget Categories	TCEQ Grant Totals
31. Salaries	\$75,974.00
35. Contracts	\$20,920.00
37. Travel	\$0.00
39. Training	\$575.00
40. Rent - Building for Training	\$0.00
41. Postage	
42. Telephone and Utilities	
43. Supplies	
46. Other	
53. Rent - Machine and Other	
45/54. Equipment	\$43,300.00
Total:	\$140,769.00

*The itemized lists on the following pages must be filled in and include a justification for each purchase. All expenditures will require supporting documentation such as receipts, training transcripts, certificates, and/or proof of product delivery.

Please note: No match is required for this grant.

b. Current Funding Sources

Directions: List all funding sources and amounts below.

Funding Source	Funding Amount (yearly)
	\$0.00
Total:	\$0.00

c. Application Budget Plan

Directions: Fill in each table that pertains to your budget proposal.

31. Salaries*:

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. John Smith	\$2,500/month	12 months	\$30,000	Budget/Contract Manager salary for one fiscal year.
Analyst (TBD)	6,131.86	12 months	\$75,974.00	Grant funded position for 12 months (includes taxes and benefits)
Total:			\$75,974.00	

*Must submit documentation showing this position will only be filled during the grant period.

35. Contracts:

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Emergency Plan Review	\$1,250/month	1 plan	\$1,250	Example Company will review and revise the County Emergency Plan and improve the effectiveness and quality of the plan.
Geocortex Business Analysis	\$175/hour	16 hours	\$2,800.00	Software provider develops process flow for use with applications.
Geocortex Active Operating Picture (AOP) Configuration and Validation	\$175/hour	55 hours	\$9,625.00	Config / Validation of the AOP software to ensure functionality and collaboration with additional software products.
AOP - WebEOC Connector	\$175/hour	40 hours	\$7,000.00	Develop WebEOC and Geocortex AOP interface to take advantage of increased mapping and collaboration of incidents.
Geocortex Project Management	\$115/hour	8 hours	\$920.00	Project management for new installation.
Total:			\$20,345.00	

37. Travel:

Item (Include Travel Dates)	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Travel to El Paso LEPC Regional Meeting* (December 2-5, 2016)	\$250/person	2 people	\$500	The purpose of this meeting is to bring the Hidalgo and neighboring counties together and identify and review the procedures on responding to the potential disasters in the area.
Total:			\$0.00	

*All travel must take place within the contract period.

39. Training:

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Hazardous Waste Handling Training	\$500/person	5 people	\$2,500	Training on Hazardous Waste handling procedures.
Geocortex Train-the-Trainer	\$115/hour	5 hours	\$575.00	Software training program on Geocortex and AOP
Total:			\$575.00	

* A training schedule, transcript, or certificate must be submitted as supporting documentation after the training has been completed.

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Rent community center for three hours for LEPC meeting	\$350/hour	3 hours	\$1,050	This facility will be used as our meeting center on January 10, 2017.
Total:			\$0.00	

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Freight/Shipping	\$15.00/shipment	100 shipments	\$1,500	Shipping equipment to vendors for annual maintenance.
Postage for LEPC materials.	\$0.47/letter	300 letters		
Total:			\$0.00	

[illegible]

Total:			\$0.00	
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43. Consumable Supplies:

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Printer paper	\$15/box	30 boxes	\$450	Printer paper will be used to create flyers and informational packets for employees and public citizens for outreach activities.
Total:			\$0.00	

46. Other:

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Newspaper or Radio Advertisement	\$300/per ad	3 ads	\$900	Three 2x4 inch ads will appear each quarter announcing LEPC meetings and updates.
Total:			\$0.00	

53. Rent - Machine and Other:

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. Rental of one box truck	\$30/day	1 day	\$30	The LEPC will rent one box truck to move equipment from the main storage building out to the training site.
Total:			\$0.00	

45/54. Equipment:

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. HP Commercial Printer	\$1,500/each	1 printer	\$1,500	Commercial printer will be used to print informational packets and outreach documents.
Geocortex Essentials Standard Edition	\$18,500/each	1 license	\$18,500.00	Geospatial software used for analysis and planning. (multi-map) Note: Either the Standard or Starter Edition is required, not both.
Geocortex Essentials Starter Edition	\$7000/each	1 license	\$7,000.00	Geospatial software used for analysis and planning. (single map) Note: Either the Standard or Starter Edition is required, not both.
Geocortex Active Operating Picture Extension	\$12,500/each	1 license	\$12,500.00	Used for response, training, exercise collaboration.
Microsoft Server License	\$600/each	1 license	\$600.00	Required to utilize Geocortex software on a server.
ESRI Arc GIS Software	\$1200/each	1 license	\$1,200.00	Additional mapping software for site analysis and map development.
Rugged Laptop	\$3500/each	1 laptop	\$3,500.00	Individual will be performing extensive field work during analysis and planning phase. Rugged laptop serves as best platform for completing work both in and out of the office.
Total:			\$43,300.00	

Commissioners Court - Regular Session**32.****Meeting Date:** 08/23/2016

Williamson County Local Emergency Planning Committee Membership

Submitted For: Jarred Thomas**Submitted By:** Jarred Thomas, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and approve the County Judge authorization to sign the updated Williamson County Local Emergency Planning Committee (LEPC) Roster.

Background

The LEPC is a federally required planning function for hazardous materials. The State Emergency Response Commission (SERC) has named each county as a planning district and requires the County Judge authorize the membership.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[LEPC Membership 08-16](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:12 AM

Started On: 08/18/2016 09:47 AM



Local Emergency Planning Committee Membership Update Form

State Emergency Response Commission
c/o TDEM Operations Section
Post Office Box 4087
Austin, TX 78773
(512) 424-2208
E-Mail: soc@dps.texas.gov



BOX A

Box A must be filled in and signed by the County ~~before returning form(s) to the SERC~~ •

Legal Name of LEPC: Williamson County LEPC

County/Countries: Williamson

Is this your entire LEPC membership listing? ☐ Yes ☒ No

County Judge's First Name: Dan

Last Name: Gattis

County Judge's Approval (signature required):

Date:

LEPC Membership Categories

(In accordance with Public Law 99-499, Section 301(c))

Note: Information may be released to the public under the Texas Open Records Act. Use your work address and phone number.

Community Group	CG	Health	HE	Information Coordinator	IC
Emergency Management	EM	Hospital	HO	Print/Broadcast Media	PBM
Emergency Medical Service	EMS	Law Enforcement	LE	State/Local Official	SLO
Facility Owners/Operators	FO	Local Environmental Group	LEG	Transportation Personnel	TP
Firefighters	FF	Health	HE	Other	OTH

Box 1: Chairperson Update Information

Salutation: Mr.

First Name: Jarred

Last Name: Thomas

Job Title: Emergency Management Coordinator

Contact Phone: 512-864-8269

Contact Email: jthomas@wilco.org

Fax Number: 512-864-8227

Organization/Agency: Williamson County OEM

LEPC Membership Category: CP

Address:

City:

State: TX

Zip Code:

Box 2: Vice Chairperson Update Information

Salutation: Ms.

First Name: Dorothy

Last Name: Miller

Job Title: Emergency Management Coordinator

Contact Phone: 512-218-3259

Contact Email: dmiller@roundrocktexas.gov

Fax Number:

Organization/Agency: Round Rock HSEM

LEPC Membership Category: CV

Address: 2701 North Mays

City: Round Rock

State: TX

Zip Code: 78665

Please provide a point-of-contact in the event there are questions about the information contained on these forms. Thank you.

Contact Name: Jarred Thomas

Email: jthomas@wilco.org

Phone: 512-864-8269

LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr.	First Name: Marty	Last Name: Herrin
Job Title: Chief		Contact Phone: 512-864-8224
Contact Email: mherrin@wilco.org		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: Williamson County HazMat Response		LEPC Membership Category: OTH
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		

Salutation: Mr.	First Name: Toby	Last Name: Hatton
Job Title: Network Emergency Manager		Contact Phone: 512-324-4000
Contact Email: tthatton@seton.org		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: Seton Hospital Network		LEPC Membership Category: HO
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		

Salutation: Mr.	First Name: Edward	Last Name: Tydings
Job Title: Division Commander		Contact Phone: 512-943-1260
Contact Email: edtydings@wilco.org		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Williamson County EMS		LEPC Membership Category: EMS
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Mike Knipstein		

Salutation: Mrs.	First Name: Judy	Last Name: Hobbs
Job Title: Judge		Contact Phone: 512-238-2159
Contact Email: jhobbs@wilco.org		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: Williamson County PCT 4 Justice of the Peace		LEPC Membership Category: SLO
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		

Salutation: Mr.	First Name: Ryan	Last Name: Moeller
Job Title: Director Emergency Preparedness		Contact Phone: 512-943-3671
Contact Email: rmoeller@wcchd.org		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Williamson County and Cities Health District		LEPC Membership Category: HE
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Dr. Chip Riggins		

Salutation: Mr.	First Name: Brad	Last Name: Stutzman
Job Title: Editor		Contact Phone: 512-930-4842
Contact Email: bradstutzman58@gmail.com		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: City Week		LEPC Membership Category: PBM
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		

LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr.	First Name: Robert	Last Name: Curr
Job Title: Assistant Chief		Contact Phone: 512-528-2878
Contact Email: rcurr@leandertx.gov		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Leander Fire Dept. / Wilco Fire Chief's Assoc.		LEPC Membership Category: FF
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name: Bill Gardner
Salutation: Mr.	First Name: Craig	Last Name: Boegler
Job Title: Retired		Contact Phone: 512-324-4000
Contact Email: craig@boegler.org		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Sun City - Texas		LEPC Membership Category: CG
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:
Salutation: Mr.	First Name: Steve	Last Name: Davis
Job Title: Safety Officer		Contact Phone: 512-818-7731
Contact Email: stevend@buckleypowder.com		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Buckley Powder		LEPC Membership Category: FO
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Previous member's name:
Salutation: Mr.	First Name: James	Last Name: David
Job Title: Patrol Captain		Contact Phone: 512-943-1358
Contact Email: jdavid@wilco.org		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: Williamson County Sheriff's Office		LEPC Membership Category: LE
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name: Mike Gleason
Salutation:	First Name:	Last Name:
Job Title:		Contact Phone:
Contact Email:		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency:		LEPC Membership Category:
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:
Salutation:	First Name:	Last Name:
Job Title:		Contact Phone:
Contact Email:		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency:		LEPC Membership Category:
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:

Commissioners Court - Regular Session**33.****Meeting Date:** 08/23/2016

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
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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 04:23 PM

Commissioners Court - Regular Session**34.****Meeting Date:** 08/23/2016

budget.order

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

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentsproposed.b.o.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 03:51 PM

**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	117,794.82 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	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.698 per year
n)	Each Constable	80,771.60 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 1st of the previous year to April 30th 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. Interpretations and clarifications as to legal requirements and Purchasing Policies should be addressed by the Purchasing Department and legal counsel as necessary.
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

Commented [RC2]: One sentence added by legal

4. ~~Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.~~

Commented [RC3]: 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 not 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.
- ~~op~~) 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.
- ~~pe~~) 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.

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

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

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

uv) 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

vw) 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

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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 for, and 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.

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DRAFT

Commissioners Court - Regular Session**35.****Meeting Date:** 08/23/2016

Accountant for Capital Area Metropolitan Planning Organization Fiscal Agent Agreement

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take action to add an Accountant II position to the County Auditor's Office effective September 1, 2016.

Background

The county entered into a fiscal agent agreement with the Capital Area Metropolitan Planning Organization (Campo). Part of the agreed upon reimbursed costs would be an Accountant II to manage the fiscal agent day to day responsibilities for CAMPO. Attached is a copy of a job description for an Accountant II. There are two Accountant II positions currently graded at a B.28. This position is included in the FY 17 budget at a B.28 for \$50,703.64. There is a budget amendment also on the agenda to note the revenue and expense associated with the Sept 1st start date. The position is being requested to be a B.28 with the salary being \$50,703.64.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Campo Accountant](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:12 AM

Started On: 08/18/2016 09:48 AM

Williamson County Job Description

Dept: County Auditor

Job Title: Accountant II

FLSA: Exempt

Pay Grade: 28

Effective Date: 4.7.10

JOB SUMMARY:

- Performs highly specialized and complex professional accounting duties and responsibilities in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) and applicable laws, codes and regulations.
- Responsible for the accuracy and completeness of financial information and reports.
- Assist in the review and preparation of financial statements and reports such as the Comprehensive Annual Financial Report (CAFR).
- Responsible for providing accurate and professional guidance to support staff in addition to providing support to the Financial Director with all related financial transactions for the county, as assigned.
- Position performs duties and responsibilities under minimal supervision and must exhibit abilities to plan procedures, prioritize work and meet all deadlines.

ESSENTIAL DUTIES:

- Reports directly to the Financial Director.
- Balance and reconcile the general ledger and subsidiary accounting systems; examine all accounting transactions for accuracy; make corrections to financial records as necessary. Ensure the financial transactions are in accordance with GAAP, GASB and applicable laws, codes and regulations to include duties and responsibilities such as reconciling most county liabilities on a quarterly basis.
- Develops and recommends financial policies, procedures and/or standards. Interprets and assist with the implementation of GASB standards and updates.
- Maintain and reconcile the County Fixed Asset System. Balance and reconcile asset transactions in the Oracle Asset System. Examine asset accounting transactions to ensure accuracy; make adjustments to financial records as necessary. Ensure asset transactions following County Asset Policy.
- Prepares journal entries. May approve and post journal entries. Examples are daily cash and investment transfers, adjustment to general ledger accounts. Reviews and post State Civil and Criminal Quarterly Reports.
- Provides accurate and professional financial guidance to support staff.
- Assist with yearend close. Prepares statistical section of CAFR and Asset Walk forward. Provide other audit schedules and reports for external audits to be reported within the (CAFR).
- Assist in the preparation of monthly, quarterly, and annual financial reports in accordance with (GAAP), GASB, and applicable laws, codes, and regulations.
- Daily contact with departmental staff, various county employees, department heads and elected officials to exchange information, respond to financial inquiries and to resolve various financial issues.
- Communicates frequently with the Auditor's office personnel, other County personnel, department heads, and elected officials, external audit firms and the general public as it relates to job assignment.
- Must readily comply with departmental and county-wide policies and procedures.
- Related special projects as assigned.
- The physical demands and environmental factors listed below as well as regular attendance are also essential functions for this position.

Williamson County Job Description

Dept: County Auditor

Job Title: Accountant II

FLSA: Exempt

Pay Grade: 28

Effective Date: 4.7.10

PHYSICAL DEMANDS: Position involves sitting at a desk or other workstation, typing, filing, making copies, standing and communicating with internal and external entities and personnel as it relates to job assignment.

ENVIRONMENTAL FACTORS: Work is primarily indoors in an air-conditioned, smoke free office. Continual work at a computer keyboard. Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required to meet deadlines and accuracy requirements. This is an FLSA exempt position.

MINIMUM QUALIFICATIONS: Bachelor of Business Administration (BBA) from an accredited college or university with major course studies in accounting or finance. Two (2) years relevant experience in accounting. Experience with Windows, Microsoft Word, Excel, PowerPoint, Access, 10 key calculator by touch, fax and copy machines. Excellent interpersonal, oral and written communication skills. Ability to work effectively with co-workers, employees, and management in a pleasant, professional manner. Must have strong organizational skills and proven ability to maintain accurate, detailed records that will be audited periodically. Must be able to work under pressure in a high volume office, produce accurate work and meet established deadlines. Must be mature, dependable, resourceful, and able to work independently and to maintain strict confidentiality. Subject to criminal background check.

PREFERRED REQUIREMENTS: Oracle software experience and fund accounting experience is preferred.

Williamson County Job Description

Dept: County Auditor

Job Title: Accountant II

FLSA: Exempt

Pay Grade: 28

Effective Date: 4.7.10

SIGNATURES—REVIEW AND COMMENT:

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

Signature of Employee

Date

Financial Director
Job Title of Supervisor

Signature of Supervisor

Date

County Auditor
Job Title of Department Head

Signature of Department Head

Date

Comments:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

EXHIBIT A

Cost Estimates for Fiscal Agent Services for CAMPO

Start up Costs

40 hours of IT time to set up Computers		\$52.07	\$2,082.64
8 hours of Accounting Staff to set up Payroll and Accounting System		\$60.79	\$2,431.41
8 hours of Human Resource Time to set up positions		\$48.87	\$1,954.67
HR Software License per Employee	16	\$89.36	\$1,429.76
Payroll License Per Employee	16	\$108.68	\$1,738.88
Self Service License per Employee	16	\$23.18	\$370.88
Kronos License per Employee	9	\$150.00	\$1,350.00
Kronos License per Manager	7	\$700.00	\$4,900.00
Accountant Salary in Auditor's Office for month of September			\$6,007.91
Office 365 E3 (E1 plus Microsoft office on the machine)	16	\$85.50	\$1,368.00
Computer for Accountant			\$888.00
Software for Accountant			\$371.22
Phone for Accountant			\$300.00
Calculator for Accountant			\$100.00
Chair for Accountant			\$500.00
Workspace Partitions for Accountant			\$300.00
Total Start up Costs			\$26,093.37

Ongoing Costs

40 hours/year of IT time is estimated for Kronos Support		\$42.87	\$1,714.79
60 hours/year of IT time is estimated for troubleshooting and password resets, etc		\$26.43	\$1,586.07
40 hours/year of IT time is estimated for Oracle Support		\$47.19	\$1,887.42
120 hours/year of IT time is estimated for Office 365 Support		\$38.59	\$4,630.98
1.5 hours per week of Payroll time is estimated		\$31.77	\$2,477.78
1.5 hours per week of Human Resource Effort		\$38.45	\$2,999.37
1.5 hours per week of Benefits Staff Effort		\$40.51	\$3,159.86
10% Overhead Fee			\$1,845.63

Annual Support Fee for Licenses:

HR	16	\$18.37	\$293.92
Payroll	16	\$22.34	\$357.44
Self Service	16	\$5.10	\$81.60
Kronos Employee	9	\$40.00	\$360.00
Kronos Manager	7	\$95.00	\$665.00
Open Enrollment Access for Insurance	16	\$32.00	\$512.00
Office 365 E3 (E1 plus Microsoft office on the machine)	16	\$205.20	\$3,283.20
Accountant in Auditor's Office			\$77,403.00
Software Maintenance for Accountant in Auditor's Office			\$323.01

Reimbursed Operating Costs (Ongoing Costs and Total Annual Support Costs) \$103,581.07

Fringe Benefits on Bi-weekly payroll

Employer Share of Retirement presently 12.81% (thru Dec 31, 2016. Rate will increase in January to at least 13.37%)

Employer Share of FICA 7.65%

Employer Share of Insurance is \$8400/year per FTE budgeted 16 \$8,400.00 \$134,400.00 ***

Workers Comp is estimated at 5% of gross payroll

*** Discussion in Benefits Meeting on July 13, 2016 of increasing Employer Contribution for Insurance to \$8520. Will not know amount until August 2, 2016.

Commissioners Court - Regular Session**36.****Meeting Date:** 08/23/2016

Budget Amendment for Campo Accountant

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

An Accountant II position is being requested to be added to the County Auditor Budget Effective September 1, 2016. This position will be reimbursed by CAMPO per the Fiscal Agent Agreement approved in court.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370510	CAMPO	6082.62

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Julie Kiley

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Julie Kiley

Date

08/18/2016 10:11 AM

08/18/2016 10:17 AM

Started On: 08/18/2016 10:04 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 08/23/2016

Campo Accountant Budget Amendment

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Auditors Office.

Background

An Accountant II position is being requested to be added to the County Auditor Budget Effective September 1, 2016. This position will be reimbursed by CAMPO per the Fiscal Agent Agreement approved in court.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0495.001100	Salaries	4290.30
	0100.0495.002010	FICA	328.21
	0100.0495.002020	Retirement	549.59
	0100.0495.002030	Insurance	700.00
	0100.0495.002050	Workers Comp	214.52

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:18 AM

Started On: 08/18/2016 10:08 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 08/23/2016

Brycomm Fiber Maintenance Contract

Submitted By: Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a contract with Brycomm, LLC for a fiber-optic cable maintenance contract (DIR-SDD-1901)

Background

This is a budgeted, planned item for Technology Services to maintain our fiber-optic cable network.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFiber Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 11:40 AM

Started On: 08/18/2016 11:23 AM



1. Scope of Work:

Williamson County requires BryComm to perform the following Operation and Administrative functions as part of the annual Maintenance Contract. Inspections are a major focus of this contract. The specific functions and requirements are listed below.

A. Plant Inspections

1. BryComm shall perform inspections of the Williamson County plant on a Biannual basis.
2. BryComm shall provide an exception-based inspection report for the previous inspection, in electronic format, to the Williamson County Network Manager. The report shall contain a list of observed deficiencies, including location and type, and actions taken to correct the deficiencies.
3. All observed deficiencies in the plant will need to be handled in the following ways:
 - a. "Routine" deficiencies are those that should be handled within 7 working days from the date the issue was noted. (See below list).
 - b. All observed "emergency" deficiencies posing an immediate threat to preservation of the plant will be corrected the same day that the deficiency was noted or reported with a proposed solution to the emergency deficiency to the network manager. Any issue outside of best practices will be reported with the biannual report for the network manager to decide on a course of action.
 - c. All other deficiencies will be reported on the biannual report with a recommendation for remediation to the network manager.
4. Deficiencies include but are not limited to:
 - a. Pole Transfer(s) - Routine and worked in conjunction with other utilities
 - b. Make Ready Per Contact - Routine unless within 40" of power
 - c. Tree Trimming (Per Span) - Routine
 - d. Broken / Loose Lashing Wire - emergency,
 - e. Weakened/Broken Hardware - emergency,
 - f. Re-work Slack - Routine
 - g. Install Slack Mgmt. - Routine
 - h. Tree Guard - emergency, same day repair required
 - i. Loose Down Guy/Guy Guard - Routine
 - j. Sheath Damage (Squirrel) - emergency



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- k. Height of Fiber Span not at 18ft over roadways and 15 ½ ft. standard - emergency
 - l. Cracked Splice Case(s) - emergency
- 5. If, during the course of the inspection damaged plant is located, BryComm will test the affected section to determine strand continuity and notify Network Manager of damage. If all tested strands are viable and buffer tubes appear intact, BryComm will make repairs to the outer sheath of the plant to prevent further deterioration. However, if damage to buffer tube(s) is apparent, regardless of strand integrity, BryComm will submit a report in electronic format of condition to the Network Manager outlining the problem, repair cost estimates, recommendations and schedule for replacement.

B. Tree Trimming

- 1. BryComm shall provide up to five (5) spans of tree trimming per year as part of this contract. All tree trimming shall be performed in strict accordance with specifications determined by City of Georgetown arborists and the applicable franchise provider. The pricing for additional tree trimming shall be provided at "Attachment A" prices.

C. Transfers/Make Ready

- 1. BryComm shall provide up to five (5) aerial only pole transfers and handle up to five (5) make ready requests per year as part of this contract. The intent of this coverage is for small numbers or isolated requests for work to be performed under the Maintenance contract. Any additional pole transfers or make ready requests required will be submitted by the BryComm to the Network Manager for written approval prior to performing any additional pole transfers. The pricing for the additional pole transfer and make ready requests shall be provided at "Attachment A" prices.
- 2. The cost to transfer from overhead to underground will be calculated separately on a case by case basis and performed under the extended part of the agreement.
- 3. BryComm shall produce and maintain records with respect to the nature and number of transfers performed and BryComm shall provide the Network Manager with an electronic report on a biannual basis.

D. Network Monitoring and Testing

1. Network Testing

- a. BryComm shall perform OTDR sweeps for continuity on inactive fiber strands on a biannual basis. BryComm shall give seven days' written notice before OTDR



sweeping occurs. If routine sweeping reveals loss of continuity on any strand or high loss strands, BryComm shall notify the Network Manager in writing of any such occurrence and obtain further instructions on how to proceed.

- b. BryComm shall perform uni-directional power tests on strands and perform specialty testing, i.e. chromatic dispersion, PMD, etc. as required.
- c. BryComm shall maintain and track all OTDR test results. All testing documentation shall be provided to the Network Manager in electronic form with duplicate copies being maintained by BryComm for the duration of this Contract and associated Warranty period.

F. Repair Response Time and Emergency Notifications

1. BryComm shall establish and maintain an emergency on call system 24 hours a day, 7 days a week 365 days a year. The emergency number shall be provided to the Network Manager to be used should any outage occur. This number is used for emergencies during non-business hours.
2. When BryComm is alerted to a problem, BryComm shall make telephone contact with the Network Manager or designee within 30 minutes of receiving the alert during normal business hours or 1-hour during non-business hours.
3. BryComm shall be onsite within 2 hours of notification with the necessary staff and equipment to handle emergency repairs. Working with network management, BryComm shall identify the damaged area and immediately secure the Williamson County OSP plant to prevent further fiber damage or risk to the Public.
4. Failure to meet response times may result in one or more of the following non-performance penalties:
 - a. A fine, at the discretion of the Network Manager, not to exceed \$500 per incident.
 - b. Cancellation of contract.
 - c. Disbarment from future bidding.

G. Communications Requirements

1. BryComm shall provide a Single Point of Contact for all communications.





2. With exception of the instances described in Paragraph F Response Time and Emergency Notifications, BryComm shall reply to all e-mail and voice mail communications by close of business the following business day and no later than 4:00pm CST/CDT.

H. Design Requirements

1. BryComm is required to have a full time RCDD on staff. BryComm may provide engineering and design services to Williamson County in order to coordinate construction, transfers, make ready requests and other such tasks as they pertain to the maintenance of the existing plant. The pricing for these design services shall be provided at "Attachment A" prices. BryComm shall provide a written proposal and preliminary work print to the Network Manager for written approval prior to providing these services.

I. Documentation Requirements

1. BryComm shall provide all drafting services to document and maintain accurate and up to date electronic and hard copy documentation on the Williamson County plant. This documentation includes but is not limited to; as-built drawings for all work performed, new design documents, site information, designing plant improvement changes for review and approval, preparing preliminary prints/documentation for pole/trenching permits, gathering all environmental and utility information required under general permit to submit for construction permits and updating prints to reflect cable type and strand count conversion, etc. Pricing for these services are per 'Attachment A' pricing.
2. BryComm shall complete all as-built documentation within ten (10) business days from the date of completion of the physical work.

J. Other Maintenance Requirements

1. Beyond the clearly defined aspects of this proposal, by virtue of securing a contract as it relates to Williamson County maintenance BryComm agrees to perform all work necessary to preserve the value and functionality of the plant which may include, but not be limited to: cable replacement, bulk transfers, termination, splicing, engineering, underground replacement, new pathway construction, or any other item(s) items which directly or indirectly effect the viability, usage, value or potential capacity of the Williamson County plant.
2. The pricing for these services shall be provided at "Attachment A" prices. If certain aspects of the work to be quoted are not listed on "Attachment A", then "Attachment





A" will be amended to include such work. All work and "Attachment A" amendments will be subject to final approval of the Network Manager prior to commencement. BryComm shall provide a written proposal to the Network Manager for written approval prior to providing these services.

K. Maintenance Provider Requirements

1. Maintenance provider must have specific, proven, experience in the field of OSP fiber maintenance. Maintenance provider must have a RCDD on staff for Network design.
2. Previous specific experience with Williamson County staff and Williamson County fiber optic network is preferred.
3. Maintenance provider must be a Corning NPI and in good standing with Corning Cable Systems. Maintenance provider must be able to provide a Corning Cable Systems 25 Year Extended Product Warranty for material and labor services provided under this contract.
4. Maintenance provider shall have successfully attended a Corning fiber testing training program, which includes testing with an OLTS and an OTDR and have obtained a certificate as proof thereof.
5. **Covered Corning Cable Systems Products** shall be installed in accordance with the most current revision level of the National Electrical Code®, ANSI/TIA-568, ANSI/TIA-569, TIA-942, Fibre Channel FC-P1, Fibre Channel 10 GFC, IEEE 802.3 and InfiniBand Standards.
6. Maintenance provider must be able to provide all necessary services within this contract "in-house" without use of sub-contractors. This requires maintenance provider to maintain, at all times, a minimum amount of materials and equipment, as determined by Williamson County, to fulfill the obligations of this service contract.
7. All installations which qualify for the Corning Cable Systems LANscape Solutions Extended Product Warranty must be designed by or reviewed by the certified member company's personnel who have successfully completed the identified Corning Cable Systems Engineering Services Design Course within the two-year eligibility period, and a minimum of eighty percent (80%) of on-site supervision of the work must be performed by personnel who have successfully completed the identified Corning Cable Systems Engineering Services Installation Course requirements within the two-year eligibility period.



8. Corning Cable Systems provides installers with recommended installation procedures for all fiber optic products for **Private Networks or Premises Fiber Optic Cabling Solutions**. The Installer must guarantee that each installation where the Corning Cable Systems LANscape® Solutions Extended Product Warranty is offered will be performed in accordance with these standard procedures. The Installer agrees to keep copies of all submitted documentation, for the period of the extended warranty, and to make them available to Corning Cable Systems upon request. The following materials must be submitted to Corning Cable Systems for the Extended Product Warranty: completed (in full) Warranty Registration Form and bill of materials showing part numbers of Covered Corning Cable Systems Products installed.

2. Execution

A. Installation Requirements

1. BryComm shall provide and pay for all labor, materials, equipment, tools, utilities, and services necessary for the execution and completion of the installation of all network components specified herein.
2. BryComm is responsible for obtaining all permits, notifying all agencies requiring advance notification, and complying with all regulations specified by all governing agencies having jurisdiction over the performance of the work. BryComm shall coordinate with the Network Manager to ensure that any interference or interruptions of Williamson County operations are anticipated and scheduled. Construction may be observed by the Network Manager or designee.

B. Installation Methods

1. General

- a. The installation of all equipment and cable for this network shall only be performed by trained and experienced craft personnel. In particular, the placement of fiber optic cable shall be performed by crews experienced in work around energized utility power lines, and familiar with the common practices and procedures involved in this type of work.
- b. All finished equipment installations are to be left in a neat and orderly condition. Only tools designed for each special task shall be used during the installation and alignment of the network components. Minimal disruption of landscaping will be required at all drop locations during the installation of cable.



2. Aerial Fiber Optic Cable Installation

- a. BryComm is responsible for all permits and pole attachment designations.
- b. Fiber optic cable will be lashed to ¼ inch strand secured by appropriate hardware as noted on design prints.
- c. Tree trimming, where necessary, will be performed by BryComm to the specifications set forth by the City of Georgetown.
- d. Duct on messenger may be used in treed out areas and shall be installed in accordance with manufacturer's specifications and industry standards.
- e. A minimum of 100 foot of cable slack will be left at the Williamson County splice location.
- f. Installation of aerial fiber optic cable shall conform to standard practices for the placement of this type of cable. All applicable OSHA, NESC, and state and local regulations must be observed during the installation. All equipment used must be well maintained and in good working order. Safety equipment such as barricades, warning signs, cones, and lights must be used where suitable during the installation procedure.
- g. Proper pulling tension must be observed during installation. No span length shall exceed the maximum recommended for a particular type of cable. Where possible and available, existing messenger strands may be used on utility poles, with the written consent of the existing strand owner. If new messenger is required, it shall be placed on each pole at a minimum distance of 40" below existing power lines, and a minimum distance of 12" above or below existing communication lines. A minimum of 18' of clearance must be maintained above all roadways. The fiber optic messenger strand shall be installed at its recommended tension, and shall not be sagged solely to maintain proper clearances.
- h. If any pole or span encountered during installation will not allow maintenance of proper strand tension clearance, alternate routing of the fiber optic cable must be obtained.





3. Underground Fiber Optic Cable Installation

- a. When terminating underground PVC conduit at a pole, extend the conduit 4" above ground level and locate conduit 90 degrees away from any power or other utility including pole ground wire.
- b. All vacant conduits shall be installed with one 1200 lb. pull tape in place and be accessible at each end for pulling future cable.
- c. A minimum of 50 feet of cable slack will be left in manholes.
- d. BryComm is responsible for locating all existing underground facilities and obtaining all necessary permits.
- e. No vehicular pull of fiber optic cable is allowed.
- f. The locate wire will be terminated at the riser pole and inside the equipment room.
- g. Everything installed underground PVC conduit will be installed in a trench 36" in depth, covered with 6" of sand then be encased in concrete as indicated on the detail sheets. A detectable orange warning tape shall be placed 12 inches above the conduit in soil or backfill. If the trench is to be placed in dirt or asphalt, the encasement of conduit must be with 2500-PSI concrete and aggregate no larger than ½ inches. If the trench is to be cut directly adjacent to the curb and gutter, the encasement of the conduit must be with 2500 PSI concrete with no aggregate larger than ¾ inches.
- h. The minimum depth of the conduit shall be 36" from the finished grade, and a fiber optic cable warning tape shall be placed approximately 18" above the conduit in the same trench. Any manholes or pulling vaults required for long pulls of cable shall be situated so that the maximum pulling tension for the cable will not be exceeded on any run.
- i. All proper precautions shall be taken during the placement of the conduit and cable. All permits, licenses, coordination with other utilities, clearances, notifications of affected bodies, etc. are to be obtained and performed by BryComm prior to starting the placement. If any obstruction or lack of proper path is encountered during the planning of the installation which will not allow continuation of the placement along the designated route, alternate routing of the fiber optic cable must be obtained.



4. Network Acceptance

- a. Upon completion of installation of each segment of the network, it shall be subjected to performance tests to determine that the segment meets the intent of these specifications. If the results of this test are acceptable as defined herein, the network segment shall be accepted for inclusion in the overall network performance testing.

5. Cable Testing

- a. The following testing of the cable is required:
 - i. All fiber optic cable links installed shall be tested in accordance with the field test specifications defined in ANSI/TIA/EIA-568-B standard.
 - ii. 100% of the installed cable shall be tested and must pass the requirements of ANSI/TIA/EIA-568-B.
 - iii. Failing links shall be diagnosed and corrected by BryComm. Corrective actions shall be followed by a new test of the previously failing link(s). BryComm shall promptly submit all link re-test data to Network Manager in both hard and soft copy.
 - iv. Only Certified Technicians shall perform all fiber optic link testing.
 - v. Field test equipment for multi-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-14A.
 - vi. The light source shall meet the launch requirements of ANSI/TIA/EIA-455-50B.
 - vii. Field test equipment for single-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-7.
 - viii. All fiber optic launch cables and test adapters used for testing shall be of high quality and devoid of excessive wear or exhibit anomalies between strand tests. Test results that indicated anomalies between strands within the same sheath shall be declared a failure unless all strands within the same sheath unconditionally pass testing. BryComm shall diagnose and repair any fiber optic cable exhibiting strand-to-strand anomalies that result in any test failure(s).



- ix. BryComm shall test and certify all fiber optic cable plant with approved field tester(s) that are within their calibration period. BryComm shall be liable for all retesting required in the event tests are performed with un-approved test equipment or tester(s) that are not within their calibration period.
- x. BryComm shall invite the Network Manager to witness/verify field testing prior to final acceptance. The Network Manager shall randomly select 5% of the installed links for test verification purposes. BryComm shall re-test these links in the presence of the Network Manager and the results shall be compared to the previously BryComm submitted test results. In the event that 2% of the verification tests differ in terms of pass/fail from the previously submitted test results, testing shall be declared a failure and BryComm shall re-test 100% of the installed links with the cost of such tests borne by BryComm.
- xi. Fiber optic connector attenuation shall not exceed 0.75dB.
- xii. Fiber optic splice attenuation (if allowed) shall not exceed 0.3dB.
- xiii. Multi-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
 - 1. 62.5/125 multi-mode 850nm < 3.5dB/km
 - 2. 62.5/125 multi-mode 1300nm < 1.5dB/km
 - 3. 50/125 Multi-mode 850nm < 3.5dB/km
 - 4. 50/125 multi-mode 1300nm < 1.5dB/km
- xiv. Single-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
 - 1. 8.2/125 single-mode (Inside Plant) 1310 \leq 1.0dB/km
 - 2. 8.2/125 single-mode (Inside Plant) 1550 \leq 1.0dB/km
 - 3. 8.2/125 single-mode (Outside Plant) 1310 \leq 0.5dB/km
 - 4. 8.2/125 single-mode (Outside Plant) 1550 \leq 0.5dB/km
- xv. Link attenuation for all fiber optic strands shall be calculated using the ANSI/EIA/TIA568-8 Standards formula.



Attachement A Unit Pricing

Williamson County Fiber Optic OSP Maintenance Contract

BRYCOMM: DIR-SDD-1901

OSP (Outside Plant) Cabling Services Price Sheet - Labor Only

The following is a list of services which may be required above and beyond the Williamson County OSP Fiber Maintenance Contract base pricing.

Part Number	Description	Unit of Measure	List Price	Zone 1 Discount	Quantity	Extended Cost
UC-OSP-001	Place New Fiber, Lashed (ABV), 1-1000'	ft.	\$ 1.11	30.00%	1	\$ 0.78
UC-OSP-002	Place New Fiber, Lashed (not ABV), 1-1000'	ft.	\$ 1.40	30.00%	1	\$ 0.98
UC-OSP-003	Place New Fiber, Lashed (ABV), over 1001'	ft.	\$ 1.06	30.00%	1	\$ 0.74
UC-OSP-004	Place New Fiber, Lashed (not ABV), over 1001'	ft.	\$ 1.27	30.00%	1	\$ 0.89
UC-OSP-005	Place New Fiber, Self-supporting (ABV), 1-1000'	ft.	\$ 1.93	30.00%	1	\$ 1.35
UC-OSP-006	Place New Fiber, SS (not ABV), 1-1000'	ft.	\$ 2.36	30.00%	1	\$ 1.65
UC-OSP-007	Place New Fiber, Self-supporting (ABV), over 1001'	ft.	\$ 1.79	30.00%	1	\$ 1.25
UC-OSP-008	Place New Fiber, SS (not ABV), over 1001'	ft.	\$ 2.21	30.00%	1	\$ 1.55
UC-OSP-009	Place New Strand, 1-1000' with hardware	ft.	\$ 1.14	30.00%	1	\$ 0.80
UC-OSP-010	Place New Strand, over 1001' with hardware	ft.	\$ 0.79	30.00%	1	\$ 0.55
UC-OSP-011	J-Hook Poles to temp. Cable	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-012	Place 2 Inner ducts in Existing Conduit, 1-1000'	ft.	\$ 1.41	30.00%	1	\$ 0.99
UC-OSP-013	Place 2 Inner ducts in Existing Conduit, over 1001'	ft.	\$ 1.36	30.00%	1	\$ 0.95
UC-OSP-014	Place New Fiber Cable in Existing Conduit or DOM, 1-1000'	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-015	Place New Fiber Cable in Existing Conduit or DOM, over 1001'	ft.	\$ 0.93	30.00%	1	\$ 0.65
UC-OSP-016	Place new DOM (Duct on Messenger)	ft.	\$ 1.71	30.00%	1	\$ 1.20
UC-OSP-017	Place new Strand (Catenary Wire) 1/4" or 3/8"	ft.	\$ 0.79	30.00%	1	\$ 0.55
UC-OSP-018	Overlash New Fiber to Existing	ft.	\$ 1.21	30.00%	1	\$ 0.85
UC-OSP-019	½" Penetration thru Masonry	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-020	½" Penetration thru Siding/Sheetrock	ea.	\$ 64.29	30.00%	1	\$ 45.00
UC-OSP-021	Place 1" EMT Above False Ceiling, 1-200'	ft.	\$ 12.14	30.00%	1	\$ 8.50
UC-OSP-022	Place 1" EMT Above False Ceiling, over 201'	ft.	\$ 10.00	30.00%	1	\$ 7.00
UC-OSP-023	Place Fiber thru EMT, 1-200'	ft.	\$ 1.13	30.00%	1	\$ 0.79
UC-OSP-024	Place Fiber thru EMT, over 201'	ft.	\$ 1.06	30.00%	1	\$ 0.74
UC-OSP-025	Place 19" or 23" Bolt-down Rack, grounding, power strip	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-026	Place Free-standing Rack + sides + fans, grounding, power strip	ea.	\$ 214.29	30.00%	1	\$ 150.00
UC-OSP-027	Place 24 port Light guide Box + 6 packs in rack	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-028	Place 12/24 Light guide Box + 6 packs on wall	ea.	\$ 121.43	30.00%	1	\$ 85.00
UC-OSP-029	Place Polished SC or ST connector/Terminate SM Fiber	ea.	\$ 28.57	30.00%	1	\$ 20.00
UC-OSP-030	Place Polished SC or ST connector/Terminate MM Fiber	ea.	\$ 28.57	30.00%	1	\$ 20.00
UC-OSP-031	Hang or Rehang splice case	ea.	\$ 164.29	30.00%	1	\$ 115.00
UC-OSP-032	Place or Replace Loopers (Slack Mgmt Brackets)	Pair	\$ 142.86	30.00%	1	\$ 100.00
UC-OSP-033	Place or Replace Tie Wraps (Slack Coil)	ea.	\$ 7.06	30.00%	1	\$ 4.94
UC-OSP-034	Place Extension Bracket	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	ea.	\$ 41.43	30.00%	1	\$ 29.00
UC-OSP-036	Fusion Splicing, SM Fiber	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-037	Fusion Splicing, SM Fiber (72 strand minimum)	ea.	\$ 35.71	30.00%	1	\$ 25.00
UC-OSP-038	Fusion Splice MM Fiber	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-039	Fusion Splice MM Fiber (72 strand minimum)	ea.	\$ 35.71	30.00%	1	\$ 25.00
UC-OSP-040	Uni-Direction OTDR Testing (single wavelength)	ea.	\$ 12.86	30.00%	1	\$ 9.00
UC-OSP-041	Bi-Directional OTDR Testing (single wavelength)	ea.	\$ 20.00	30.00%	1	\$ 14.00
UC-OSP-042	Uni-Direction OTDR Testing (dual wavelength)	ea.	\$ 15.71	30.00%	1	\$ 11.00
UC-OSP-043	Bi-Directional OTDR Testing (dual wavelength)	ea.	\$ 22.86	30.00%	1	\$ 16.00
UC-OSP-044	Uni-Direction Power Meter Testing (single wavelength)	ea.	\$ 17.14	30.00%	1	\$ 12.00
UC-OSP-045	Bi-Directional Power Meter Testing (single wavelength)	ea.	\$ 24.29	30.00%	1	\$ 17.00
UC-OSP-046	Uni-Direction Power Meter Testing (dual wavelength)	ea.	\$ 20.00	30.00%	1	\$ 14.00
UC-OSP-047	Bi-Directional Power Meter Testing (dual wavelength)	ea.	\$ 27.14	30.00%	1	\$ 19.00
UC-OSP-048	Transfer In line Cable	ea.	\$ 107.14	30.00%	1	\$ 75.00

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Williamson County Fiber Optic OSP Maintenance Contract

UC-OSP-049	Pole Make Ready (for cable assignment)	ea.	\$ 64.29	30.00%	1	\$ 45.00
UC-OSP-050	Contact Steel Pole (up to 40')	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-051	Transfer Cable at Deadend Pole	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-052	Transfer Down or Overhead Guy	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-053	Transfer False Deadend Pole	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-054	Transfer Extension Bracket	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-055	Transfer Riser Cable & U-guard	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-056	Transfer 90 degree Bend with Cable	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-057	Transfer 90 degree Bend only	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-058	Transfer 90 degree Bend w/Cable & Conc. Cap	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-059	Transfer 90 degree Bend Only w/Concrete Cap	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-060	Transfer Sidewalk Guy	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-061	Top Pole	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-062	Unlash/Relash Broken Lashing Wire	ft.	\$ 0.71	30.00%	1	\$ 0.50
UC-OSP-063	Remove Guy and Anchor	ea.	\$ 171.43	30.00%	1	\$ 120.00
UC-OSP-064	Remove Guy Only	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-065	Delash Cable	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-066	Remove/Replace Strand	ft.	\$ 1.36	30.00%	1	\$ 0.95
UC-OSP-067	Remove Strand, 1 - 1000'	ft.	\$ 1.29	30.00%	1	\$ 0.90
UC-OSP-068	Remove Strand, 1000' minimum	ft.	\$ 0.64	30.00%	1	\$ 0.45
UC-OSP-069	Remove Cable+Strand, 1 - 1000'	ft.	\$ 2.00	30.00%	1	\$ 1.40
UC-OSP-070	Remove Cable+Strand, 1000' minimum	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-071	Remove Self-supporting Cable, 1 - 1000'	ft.	\$ 1.43	30.00%	1	\$ 1.00
UC-OSP-072	Remove Self-supporting Cable, 1000' minimum	ft.	\$ 0.71	30.00%	1	\$ 0.50
UC-OSP-073	Remove Cable via Unlashing, 1-1000'	ft.	\$ 1.36	30.00%	1	\$ 0.95
UC-OSP-074	Remove Cable via Unlashing, over 1001'	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-075	Remove Telephone Pole in Dirt (30')	ea.	\$ 500.00	30.00%	1	\$ 350.00
UC-OSP-076	Remove Telephone Pole in Dirt (40')	ea.	\$ 571.43	30.00%	1	\$ 400.00
UC-OSP-077	Remove Telephone Pole in Dirt (50')	ea.	\$ 642.86	30.00%	1	\$ 450.00
UC-OSP-078	Remove Telephone Pole in Concrete/Asphalt (30')	ea.	\$ 714.29	30.00%	1	\$ 500.00
UC-OSP-079	Remove Telephone Pole in Concrete/Asphalt (40')	ea.	\$ 785.71	30.00%	1	\$ 550.00
UC-OSP-080	Remove Telephone Pole in Concrete/Asphalt (50')	ea.	\$ 857.14	30.00%	1	\$ 600.00
UC-OSP-081	Place New Telephone Pole in Dirt (30')	ea.	\$ 928.57	30.00%	1	\$ 650.00
UC-OSP-082	Place New Telephone Pole in Dirt (40')	ea.	\$ 1,071.43	30.00%	1	\$ 750.00
UC-OSP-083	Place New Telephone Pole in Dirt (50')	ea.	\$ 1,357.14	30.00%	1	\$ 950.00
UC-OSP-084	Place New Telephone Pole in Concrete/Asphalt (30')	ea.	\$ 1,142.86	30.00%	1	\$ 800.00
UC-OSP-085	Place New Telephone Pole in Concrete/Asphalt (40')	ea.	\$ 1,285.71	30.00%	1	\$ 900.00
UC-OSP-086	Place New Telephone Pole in Concrete/Asphalt (50')	ea.	\$ 1,571.43	30.00%	1	\$ 1,100.00
UC-OSP-087	Remove cable from DOM	ft.	\$ 0.57	30.00%	1	\$ 0.40
UC-OSP-088	Remove UG Cable to Clear Duct	ft.	\$ 0.57	30.00%	1	\$ 0.40
UC-OSP-089	Remove Cable and Install Pull String	ft.	\$ 1.21	30.00%	1	\$ 0.85
UC-OSP-090	Place or Replace Anchor w ½" Rod	ea.	\$ 285.71	30.00%	1	\$ 200.00
UC-OSP-091	Hand Dig New Anchor	ea.	\$ 357.14	30.00%	1	\$ 250.00
UC-OSP-092	Place New or Replace Overhead Guy	ft.	\$ 0.71	30.00%	1	\$ 0.50
UC-OSP-093	Place, Replace or Rehoist Down Guy	ea.	\$ 64.29	30.00%	1	\$ 45.00
UC-OSP-094	Place or Replace Guy Guard	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-095	Place New or Replace Sidewalk Guy	ea.	\$ 57.14	30.00%	1	\$ 40.00
UC-OSP-096	Place New Riser	ea.	\$ 42.86	30.00%	1	\$ 30.00
UC-OSP-097	Place or Replace Riser Guard	ea.	\$ 57.14	30.00%	1	\$ 40.00
UC-OSP-098	Place or Replace ground rod	ea.	\$ 57.14	30.00%	1	\$ 40.00
UC-OSP-099	Cleat Cable to Building, 1-500'	ft.	\$ 3.93	30.00%	1	\$ 2.75
UC-OSP-100	Cleat Cable to Building, over 501'	ft.	\$ 2.79	30.00%	1	\$ 1.95
UC-OSP-101	Tree Trimming (per span)	ea.	\$ 225.00	30.00%	1	\$ 157.50

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HC-OSP-001	Slack Mgmt to support repair or construction activity (drop or rehang)	hr.	\$ 50.00	30.00%	1	\$ 35.00
HC-OSP-002	Troubleshoot Fiber, Isolate Problem	hr.	\$ 64.29	30.00%	1	\$ 45.00
HC-OSP-003	Field and Design	hr.	\$ 68.57	30.00%	1	\$ 48.00
HC-OSP-004	Permit	hr.	\$ 50.00	30.00%	1	\$ 35.00
HC-OSP-005	CAD to Bentley Data Conversion and Workstation Support	hr.	\$ 68.57	30.00%	1	\$ 48.00
HC-OSP-006	Print Reproduction (Utility Job Prints)	hr.	\$ 50.00	30.00%	1	\$ 35.00
HC-OSP-007	Disk Production (ring or job prints)	hr.	\$ 50.00	30.00%	1	\$ 35.00
HC-OSP-011	Supervisor Labor	hr.	\$ 55.71	30.00%	1	\$ 39.00
HC-OSP-012	Lineman Labor	hr.	\$ 30.00	30.00%	1	\$ 21.00
HC-OSP-013	3man line crew	hr.	\$ 135.71	30.00%	1	\$ 95.00
HC-OSP-014	Bucket Truck Usage	hr.	\$ 107.14	30.00%	1	\$ 75.00
HC-OSP-015	Digger Derrick Truck Usage (for placing telephone poles)	hr.	\$ 178.57	30.00%	1	\$ 125.00
	*ABV = Access By Vehicle					

Attachment A Unit Pricing
Williamson County Fiber Optic OSP Maintenance Contract
BRYCOMM: DIR-SDD-1901

Cabling Services Price Sheet

SERVICE HOURS (Standard or Non-Standard): STANDARD

The following is a list of services which may be required above and beyond the Williamson County OSP Fiber Maintenance Contract base pricing.

Cabling Services (Hourly Rates)	List Price	Zone 1 Discount	Quantity	Extended Cost
Installation of Copper (Voice/Data) Cabling & Connectivity				
Project Supervisor	\$ 47.23	25.00%	1	\$35.42
Crew Foreman	\$ 40.04	25.00%	1	\$30.03
Lead Technician	\$ 31.83	25.00%	1	\$23.87
Entry Level Technician	\$ 22.59	25.00%	1	\$16.94
Installation of Copper (CATV/Broadband) Cabling & Connectivity				
Project Supervisor	\$ 50.82	25.00%	1	\$38.12
Crew Foreman	\$ 41.07	25.00%	1	\$30.80
Lead Technician	\$ 30.80	25.00%	1	\$23.10
Entry Level Technician	\$ 22.59	25.00%	1	\$16.94
Installation of Fiber Optic Cabling & Connectivity				
Project Supervisor	\$ 55.44	25.00%	1	\$41.58
Crew Foreman	\$ 46.20	25.00%	1	\$34.65
Lead Technician	\$ 34.91	25.00%	1	\$26.18
Entry Level Technician	\$ 24.64	25.00%	1	\$18.48
Installation of Aerial/Outside Plant				
Project Supervisor	\$ 50.82	25.00%	1	\$38.12
Crew Foreman	\$ 41.07	25.00%	1	\$30.80
Line Man	\$ 26.69	25.00%	1	\$20.02
Laborer	\$ 21.05	25.00%	1	\$15.79
Management Services				
Sr. Project Manager	\$ 63.65	25.00%	1	\$47.74
Project Manager	\$ 54.41	25.00%	1	\$40.81
Assistant Project Manager	\$ 47.23	25.00%	1	\$35.42
Design/Consulting Services				
Design Level 3	\$ 58.67	25.00%	1	\$44.00
Design Level 2	\$ 49.33	25.00%	1	\$37.00
Design Level 1	\$ 38.67	25.00%	1	\$29.00
Sr. Consultant - RCDD	\$ 86.67	25.00%	1	\$65.00
Intermediate Consultant	\$ 46.67	25.00%	1	\$35.00
Wireless Networking and Equipment				
Installation & Programming	\$ 164.27	25.00%	1	\$123.20
Troubleshooting	\$ 204.31	25.00%	1	\$153.23



ATTACHMENT B - BASE CONTRACT PRICING WORKSHEET

DIR-SDD-1901

BASE CONTRACT PRICING TABLE

Vendor Name: BryComm LLC

Annual Proposed Base Contract Price: \$ 21,500

SUMMARY OF REQUIREMENTS

The base contract price includes all costs required to meet the specifications detailed in the Scope of Service and Performance Requirements. Contract base price is based off of an estimated seven (7) miles of Fiber Optic OSP and nine (9) buildings with an estimated 216 dark strands of fiber. Base price to be adjusted as needed to accommodate future growth of the Williamson County Network.

The major requirements are listed below.

SERVICES INCLUDED IN BASE CONTRACT

Trim Trees, Individual Spans (ABV) - 5 spans included in base pricing

Transfer in line Cable - 5 transfers included in base pricing

Pole Make Ready - 5 aerial only transfers and 5 make ready requests included in base pricing

Unlash/Relash Broken Lashing Wire - 5 spans included in base pricing

Place or Replace Anchor - 5 replacements included in base pricing

Biannual OTDR Sweeps of all inactive fibers included in base pricing

PERSONNEL & STAFFING AVAILABLE FOR BASE CONTRACT

Project Manager: with qualified backup personnel

Primary Inspector: with qualified backup personnel

1 Placing crew – one (3) person placing crew

1 Splicing crew – one (2) person splicing crew

Design/ Drawing Personnel: BryComm will have a RCDD on staff

Administrative Personnel: BryComm shall have sufficient staff to provide administrative functions.



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ATTACHMENT C

Williamson County Fiber Optic OSP Maintenance Contract

This Williamson County Maintenance Contract ("Agreement") is by and between Williamson County and BryComm, LLC:

for the following Project:

Maintenance of the Williamson County Fiber Optic Network

("Williamson County Network") as required from time to time, including systematic physical plant inspection, certain routine maintenance, and emergency repair of the Williamson County Network during the term of this Agreement ("Maintenance Work").

WITNESSETH:

Article 1. Statement of Work.

1.1 BryComm shall furnish all materials, supplies, labor, services and equipment required for the Maintenance Work (the "Work"):

1.2 This Agreement is exclusive to BryComm.

1.3 In the event Owner determines to contract with other maintenance providers, Owner will notify BryComm at least ten (10) business days in advance of awarding any such additional contract, including Owner's proposed partition of the Maintenance Work as between BryComm and the other maintenance provider(s).

1.4 If such a contract is awarded to another party, the Base Contract Amount (see Section 4 below) of this Agreement for BryComm shall be reduced pro rata in the proportion that the total Maintenance Work performed by the new contracting party(ies) bears to the whole; and the responsibilities hereunder to be borne as the base work level specified in the Maintenance





Specifications (**Attachment A** hereto) by BryComm shall likewise be reduced in said pro rata proportion.

1.5 BryComm agrees to cooperate with Owner and with any such other maintenance provider(s) in effecting coordinated, timely, quality maintenance of the Williamson County Network.

Article 2. Contract Documents and relative priority

- 2.1 In the event of a conflict between the terms of this Agreement document and any other of the Contract Documents incorporated herein, the provisions of this Agreement document shall control. In the event of a conflict between the terms of any other of the Contract Documents, the documents shall be given controlling precedence in the following order: (i) the Maintenance Specifications; (ii) the General Conditions, (iii) the Additional Contract Documents: (iv) the Proposal.
- 2.2 Capitalized terms used but not otherwise defined in this Agreement document shall have the same meanings as designated in the Maintenance Specifications or the General Conditions.
- 2.3 Williamson County is the contracting party and the Owner. All references in the Contract Documents to Williamson County as the Owner or responsible contracting party for this Agreement are in practical effect references to Williamson county, and the Contract Documents shall be construed accordingly.

Article 3. Contract term; commencement of Work; execution of Agreement.

3.1 The Initial Term of this Agreement shall be for one (1) year with possible annual renewals thereafter, with the initial contract term to commence on August 15th, 2016 and terminate on August 14th, 2017, and with subsequent contract years commencing on August 15th, 2017 and ending the following August 14th; and, upon the mutual agreement of the parties, may be renewed for up to four (4) additional Renewal Terms of one (1) year each.

3.2 BryComm will commence the Work on the date specified in the Notice to Proceed issued by Owner (such date specified in the Notice to Proceed called the "Commencement Date" and which, unless otherwise specified by Owner, and upon satisfactory compliance by BryComm with its conditions precedent, including but not limited to those stated in Section 3.3 below, is intended to be August 15th, 2016), and will timely complete all Maintenance Work to be performed within the term of this Agreement and according to and in compliance with the standards, procedures and other provisions of this Agreement.





3.3 BryComm shall not commence the Work until BryComm has provided Owner with (i) a Certificate of Insurance showing that the required insurance coverage is in place, (ii) the required Maintenance Bonds and/or any other bonds required by the Contract Documents, and (iii) BryComm's Safety Plan, and (iv) Owner has approved the insurance, bonds and Safety Plan. Any approval process is for the benefit of Owner only, and does not relieve BryComm from its obligation to comply with the requirements of this Agreement.

3.4 BryComm was permitted a period of ten (10) days from the date BryComm was notified of the award of contract to execute this Agreement, and five (5) days after the date the Agreement is signed by BryComm in which to provide the evidence of insurance, the bonds and the Safety Plan required by the Contract Documents. If BryComm fails to execute this Agreement within the ten-day time period, and/or to submit any of the required documentation within the five-day time period, Owner shall not be required to extend the Substantial Completion Date and Owner has the right to treat each day beyond the ten-day deadline in which this Agreement was unexecuted, and/or each day beyond the five day deadline in which one or more of the required documents had not been submitted, as a day of unexcused delay under the Agreement, which may have the effect of imposing liquidated damages on BryComm and/or reducing the number of calendar days in the term of this Agreement and be grounds for cancellation of the contract award or termination of this Agreements without penalty of further obligation to Owner.

Article 4. Contract Amount.

4.1 For performance of the Maintenance Work, Williamson county will pay to BryComm a Base Contract Amount equal to **Twenty-one Thousand Five Hundred Dollars (\$21,500.00)** annually, to be paid in equal biannual installments as defined in Article 5, section 5.1 below, and additional amounts for any work or materials in addition to the Base Work specified in the Maintenance Specifications ("Additional Work") at the unit-price or other price bases specified in the Proposal, but all subject to adjustment as provided in the Contract Documents:

Article 5. Payments.

5.1 Owner shall pay the annual Base Contract Amount to BryComm in two (2) equal installments of one-half (1/2) of the Base Contract Amount each, due on or before January 1st and July 1st, respectively, during the applicable contract year.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date





the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5.2. BryComm shall invoice Owner for any Additional Work performed, at prices according to those stated in BryComm's Proposal, for which BryComm shall also submit supporting materials acceptable to Owner. All invoices shall clearly identify the applicable work date(s) for each distinct task being billed, and such other information as Williamson County may from time to time specify

5.3 Owner will make payments to BryComm in accordance with the provisions set out in the General Conditions, including any provisions therein for adjustments or disallowances.

Article 6. Insurance.

6.1 BryComm is required to provide proof of required insurance prior to commencing the Work, in accordance with the requirements set out in Section 3.3 above, in the General Conditions, and any other Contract Documents.

6.2 BryComm's maintaining the required insurance is a material condition of the Agreement.

6.3 Prior to each new contract year, including during both the Initial Term and any Renewal Terms, BryComm shall provide proof of insurance both currently and for the next contract year, in addition, at any time during the Initial Term or any Renewal Term of this Agreement, BryComm shall provide Owner proof of current insurance upon request of Owner.

Article 7. Other Obligations. BryComm will comply with all requirements set forth in the other Contract Documents.

Article 8. Liquidated Damages. Liquidated damages in the amount of One Hundred Dollars (\$100.00) per day shall accrue for each and every calendar day of unexcused delay in achieving Substantial Completion of any of the Work. Any sums due and payable hereunder by the BryComm shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion of any Work hereunder will be inexcusably delayed, the Owner shall be entitled, but not required to, withhold





from any amounts otherwise due BryComm an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when BryComm overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to BryComm those funds withheld, but no longer applicable, as liquidated damages.

Article 9. Worker's Compensation Insurance. Pursuant to Section 406.096 of the Texas Labor Code, by execution of the Agreement, BryComm certifies to Owner that it has Worker's Compensation Insurance coverage for each employee of BryComm employed on this Project. BryComm shall obtain from each subcontractor a certificate which certifies that the subcontractor has Worker's Compensation insurance coverage for each employee of the subcontractor employed on this Project and shall promptly provide Owner with all such certificates.

Article 10. Miscellaneous.

- (a) **Choice of law.** This Agreement shall be construed and applied according to the laws of the State of Texas, without giving effect to its choice of law's provisions.
- (b) **Venue.** Venue for any all disputes of any kind arising under or related to this Agreement shall be and lie exclusively in the state and county courts of Williamson County, Texas, or, as applicable, the federal district courts of the Western District of Texas, Austin Division.
- (c) **Attorney's fees.** The party prevailing in any adjudication, as that term is defined in Texas Local Government Code section 271.151, or successor statutes, of a claim by or against Owner or Owner's Agent, or any member Participant of Owner, or by or against BryComm, arising under or related to this Agreement or the performance of it, shall be entitled to recovery of reasonable and necessary attorney's fees that are equitable and just and costs as permitted by Texas Local Government Code section 271.153 or its successor statute.
- (d) **Entire Agreement.** This Agreement, including the other Contract Documents, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral representations, agreements, promises, understandings or undertakings concerning the Work or any other subject matter of this Agreement.
- (e) **Amendment.** This Agreement may be amended only by a writing duly approved by Williamson County or its successor's governing body and by BryComm.
- (f) **Severance; survival.** If any provision of this Agreement should be held by a court or other legal tribunal to be illegal or otherwise unenforceable, the remainder of this Agreement shall



survive to the extent lawful and practicable without changing the underlying purpose and intent of the Agreement, and shall continue and be enforceable on that basis.

- (g) **Construction.** Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.
- (h) **Non-Assignable.** BryComm has been selected by Owner on the basis of experience, qualities, reputation, financial condition, and other attributes specific to BryComm. This Agreement is not assignable by BryComm without the express written consent of Owner, which shall be given or withheld in the sole discretion of Owner; provided, however, that BryComm may assign this Agreement in whole or in part to any entity controlling BryComm, controlled by BryComm or under common ownership and control with BryComm, without the prior written consent of Owner; provided, that BryComm stands thereafter as guarantor of the performance of the assignee entity unless otherwise agreed in writing by Owner. A mere change by BryComm of its partnership name, corporate name or trade name shall not require the consent of Owner; provided, that written notice shall be promptly given to Owner by BryComm of the proposed change and of the effective date thereof, at least fifteen (15) days in advance of such change.
- (i) **No waiver of rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.
- (j) **Force Majeure.** No party hereto shall be responsible for performance hereunder, and its obligation to perform its obligations hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, earthquake, flood, landslide, and catastrophic storm and other weather events; sustained power outages or fuel shortages preventing operation of necessary equipment or receipt of





necessary materials, supplies or equipment; national or international failures of supply of necessary equipment, materials, components or supplies; acts of terrorism, vandalism, sabotage, theft of necessary components, equipment, materials or supplies; any action, law, order, regulation, directive, or requirement of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, having requisite authority and jurisdiction, that precludes or substantially adversely affects the party's ability to perform; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of the party or its reasonable ability to have avoided or prevented such event; and such excuse by reason of force majeure shall last until that party by the exercise of reasonable diligence removes, avoids or otherwise cures such impediment; provided, however, that failure, inability or absence of performance for any reason based on the economic condition of the party or the potential for economic advantage to that party on the basis of nonperformance shall not constitute an event of force majeure.

- (k) **Authority to execute.** Each person signing this Agreement on behalf of a party hereto represents and warrants to the other party that he/she has the requisite authority to sign this Agreement on behalf of the party for which he/she signs, and has been duly authorized by that party to execute this Agreement on the party's behalf and to bind the party thereby; and that all prerequisites to permit and authorize the agreement of the party being represented to enter into this Agreement have been taken and completed as required by applicable law.
- (l) **Consents.** Except where otherwise provided in this Agreement, where consent is required of each party to this Agreement, the parties shall not unreasonably withhold, delay or condition such consent.
- (m) **DISCLAIMER AND LIMITATION OF LIABILITY.**

NEITHER OWNER NOR OWNER'S AGENT, NOR ANY MEMBER PARTICIPANT OF OWNER, NOR ANY OF THEIR ELECTED OFFICIALS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES (ALL COLLECTIVELY, "OWNER PARTIES"), SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM OR UNDER THIS AGREEMENT. BRYCOMM'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY OWNER OR BY ANY OWNER PARTIES SHALL BE TERMINATION AS PROVIDED HEREIN AND PAYMENT OF ANY FEES, REIMBURSEMENTS, OR OTHER PAYMENTS ACCRUED AND DUE UNDER THE TERMS OF THIS AGREEMENT.



- (n) **Failure of appropriations.** This Agreement does not create any future debt or other obligation of Owner or of any Owner Participant entity to make payments other than out of Owner's current fiscal year funds. It shall be grounds for termination of this Agreement without penalty to Owner or any Owner Participant if any member Participant of Owner fails for any reason to appropriate and timely pay to Owner in full its apportioned share of Owner's annual budgeted funds; or, alternatively, Owner shall have the right to adjust the scope of this Agreement and the payment terms and contract payment amounts hereunder to reflect such adjustments as Owner in its discretion makes to its annual budget on account of such failures of appropriation or timely payment by its members; provided, that Owner will give BryComm notice of any such nonappropriation or nonpayment by any member Participant of Owner if in Owner's judgment such non-appropriation or nonpayment will have a material effect on the ability of Owner to make payments required under this Agreement. In the event Owner determines to terminate this Agreement due to any such nonappropriation, and gives written notice to BryComm of such termination, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party; provided, that Owner will remain responsible for costs and fees accrued hereunder for periods prior to such termination. Owner certifies that it has available funds for payment of this Agreement during the initial fiscal year of Owner in the term hereof.
- (o) **Relationship of parties.** The parties contemplate and intend that the relationship of BryComm to Owner at all times during the term of this Agreement and any extensions of it shall be that of an independent BryComm and not an employee of Owner; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of BryComm as an independent Contractor. BryComm shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.
- (p) **Cooperation.** BryComm agrees to cooperate fully with Owner in the performance of the Work hereunder, or in the defense or settlement by Owner of any lawsuit or other claim concerning, related to, or arising from the Work or this Agreement.
- (q) **INDEMNITY.**

BRYCOMM SHALL INDEMNIFY AND HOLD OWNER, OWNER'S AGENTS, OWNER PARTICIPANT ENTITIES AND OTHER OWNER PARTIES, HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (COLLECTIVELY "CLAIMS"), ASSERTED AGAINST OWNER, OWNER'S AGENTS, OTHER OWNER PARTICIPANTS (OR THEIR PERSONNEL) OR OTHER OWNER PARTIES RELATED TO, CONCERNING OR ARISING FROM BRYCOMM'S PERFORMANCE OF WORK UNDER THIS AGREEMENT, FOR WHICH AND TO THE EXTENT ANY SUCH CLAIM IS BASED IN WHOLE OR PART ON ASSERTIONS OF THE ACTS OR OMISSIONS OF CONTRATOR, ITS EMPLOYEES, AGENTS, OFFICERS, PARTNERS, OWNERS OR OTHER PRINCIPALS, SUBCONTRACTOR OR OTHER REPRESENTATIVES.



- (r) **Document and information ownership.** All documents detailing information concerning or describing (i) the WILLIAMSON COUNTY Network, including the location or configuration of any part of the WILLIAMSON COUNTY Network (including but not limited to WILLIAMSON COUNTY fiber optic cable, facilities, sites, equipment, or any other part of the WILLIAMSON COUNTY Network, including but not limited to as-built diagrams or other documentation); (ii) the condition from time to time of the WILLIAMSON COUNTY Network or any parts of it; (iii) details or history of any maintenance, repairs, alterations, modifications, reconfigurations, extensions, upgrades, additions or other aspects of any kind of the WILLIAMSON COUNTY Network or any part of it; (iv) plans, designs or engineering work for any WILLIAMSON COUNTY Network extensions, upgrades, additions, alterations, repairs, reconfigurations, maintenance or any other change of any kind to the WILLIAMSON COUNTY Network or any part of it; and (v) any and all other documents related to or concerning the WILLIAMSON COUNTY Network, whether provided to BryComm by WILLIAMSON COUNTY, created by BryComm or its subcontractors in relation to BryComm's work hereunder, or otherwise (all collectively "WILLIAMSON COUNTY Information"), to which BryComm or any of its subcontractors have access, or right of access or control, are and shall remain the sole and exclusive property of WILLIAMSON COUNTY. BryComm understands and acknowledges that the use by BryComm of all such information shall be only in aid of the performance of BryComm's duties hereunder, and that BryComm's unauthorized use, or the unauthorized access by or disclosure to unauthorized persons or entities, shall be a material violation of this Agreement, and that it may be and likely is proscribed by law, for which criminal penalties may be imposed. Upon termination of this Agreement for any reason, BryComm agrees promptly to return all such WILLIAMSON COUNTY Information to Owner and to certify within ten (10) business days of such termination that all WILLIAMSON COUNTY Information in BryComm's possession or under its control or access, or right of control or access, have been returned to Owner. For the purposes of this provision, "documents" includes without limitation hereby any and all documents, records, diagrams, photographs, images, and other information of any kind, no matter where, on what medium, or by what means created, stored, written, recorded, transmitted, kept or maintained; and all WILLIAMSON COUNTY Information provided to BryComm's subcontractors, agents or representatives is considered to be under the control or right of control of BryComm.
- (s) **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.
- (t) **Termination:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- (u) **Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,





or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(v) **Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

(w) **County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.



BRYCOMM
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Williamson County Fiber Optic OSP Maintenance Contract



Executed by the parties on the dates set forth below, but to be effective as of the fifteenth day of August 2016.

OWNER (WILLIAMSON COUNTY):

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____, 2016

MAINTENANCE CONTRACTOR (BRYCOMM, LLC):

By: _____

Name: _____ Cory Brymer

Title: _____ President/Owner

Date: _____ August 4 _____, 2016



BRYCOMM
WELL CONNECTED.

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OFFER CERTIFICATION

The undersigned Firm, by signing and executing this offer, certifies and represents to Williamson County that Firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this offer; the Firm also certifies and represents that Firm has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this offer; the Firm certifies and represents that Firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Williamson County concerning this offer on the basis of any consideration not authorized by law; the Firm also certifies and represents that Firm has not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this offer; the Firm further certifies and represents that Firm has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Firm will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this offer; the Firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Williamson County in connection with information regarding this offer, the submission of this offer, the award of this offer or the performance, delivery or sale pursuant to this offer.

FIRM NAME _____ BryComm ,LLC _____

SIGNED BY _____  _____

PRINTED NAME _____ Cory Brymer _____

TITLE _____
_____ Presient/Owner _____

MAILING ADDRESS _____ PO Box 220, Pflugerville, TX 78691 _____

TELEPHONE - (512) 712-4008 _____

FAX NUMBER - (512) 712-4009 _____

DATE _____ August 4, 2016 _____

E-MAILADDRESS _____
_____ cory.brymer@brycomm.com _____





SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

BryComms receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____ BryComm, LLC _____

Signature of Company Official: _____  _____

Date Signed: _____ August 4, 2016 _____



Commissioners Court - Regular Session**39.****Meeting Date:** 08/23/2016

Awarding Bid 1607-101 Milling & Overlay Ronald Reagan Blvd

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 # 1607-101 Milling & Overlay Ronald Reagan Blvd to the lowest and best bidder Lone Star Paving as recommended by Williamson County Road & Bridge.

Background

The Purchasing Department solicited bids for Milling & Overlay services for Ronald Reagan Blvd. After evaluation of the 5 bids received the Road & Bridge Department has recommended Lone Star Paving be awarded as the lowest and best bidder.

Fiscal Impact

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

Attachments[Award Letter](#)[Bid Tab Phase 1](#)[Bid Tab Phase 2](#)[contract](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 08/15/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

08/15/2016 08:59 AM

08/15/2016 09:52 AM

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



August 10, 2016

Mr. Max Bricka
Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Ronald Reagan Blvd Overlay and Striping – 1607-101

After reviewing all of the pertinent information, it appears that Lone Star Paving submitted the overall lowest and best offer for the 1607-101 project bid, Ronald Reagan Blvd Overlay and Striping.

I recommend to the Williamson County Commissioner's Court that they award Lone Star Paving the contract for the Ronald Reagan Blvd Overlay and Striping project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

FOR

J. Terron Evertson, P.E.

PHASE 1 - Construction Cost Estimate
2" Overlay for Ronald Reagan - SH 29 To STA 138+05
Williamson County

						LONE STAR		AUSTIN MATERIALS		APAC TEXAS		ANGEL BROTHERS		A STATUS CONST	
PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
PH 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8884	\$ 1.50	\$ 13,326.00	\$ 3.75	\$ 33,315.00	\$ 3.00	\$ 26,652.00	\$ 4.47	\$ 39,711.48	\$ 9.00	\$ 79,956.00
PH 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8884	\$ 1.50	\$ 13,326.00	\$ 0.28	\$ 2,487.52	\$ 0.15	\$ 1,332.60	\$ 0.18	\$ 1,599.12	\$ 6.00	\$ 53,304.00
PH 1	166	6001	FERTILIZER	AC	2	\$ 1,000.00	\$ 2,000.00	\$ 650.00	\$ 1,300.00	\$ 255.00	\$ 510.00	\$ 301.55	\$ 603.10	\$ 3,500.00	\$ 7,000.00
PH 1	168	6001	VEGETATIVE WATERING	MG	1102	\$ 20.00	\$ 22,040.00	\$ 28.00	\$ 30,856.00	\$ 25.00	\$ 27,550.00	\$ 37.84	\$ 41,699.68	\$ 5.00	\$ 5,510.00
PH 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	529	\$ 65.00	\$ 34,385.00	\$ 138.00	\$ 73,002.00	\$ 98.00	\$ 51,842.00	\$ 170.57	\$ 90,231.53	\$ 8.00	\$ 4,232.00
PH 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	21269	\$ 3.75	\$ 79,758.75	\$ 2.15	\$ 45,728.35	\$ 3.25	\$ 69,124.25	\$ 4.90	\$ 104,218.10	\$ 2.00	\$ 42,538.00
PH 1	341	6028	D - GR HMA TY - C PG70 - 22	TON	330	\$ 112.00	\$ 36,960.00	\$ 100.00	\$ 33,000.00	\$ 188.00	\$ 62,040.00	\$ 116.67	\$ 38,501.10	\$ 63.00	\$ 20,790.00
PH 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	6685	\$ 70.00	\$ 467,950.00	\$ 82.00	\$ 548,170.00	\$ 76.00	\$ 508,060.00	\$ 88.90	\$ 594,296.50	\$ 63.00	\$ 421,155.00
PH 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	2507	\$ 7.00	\$ 17,552.11	\$ 11.50	\$ 28,835.61	\$ 12.00	\$ 30,089.33	\$ 5.38	\$ 13,490.05	\$ 37.24	\$ 93,385.00
PH 1	354	6024	PLANE ASPH CONC PAV (2" TO 4")	SY	2000	\$ 9.00	\$ 18,000.00	\$ 4.00	\$ 8,000.00	\$ 10.00	\$ 20,000.00	\$ 6.46	\$ 12,920.00	\$ 48.00	\$ 96,000.00
PH 1	500	6001	MOBILIZATION	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 50,750.00	\$ 50,750.00	\$ 60,000.00	\$ 60,000.00	\$ 48,703.78	\$ 48,703.78	\$ 50,775.94	\$ 50,775.94
PH 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$ 1,500.00	\$ 1,500.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 28,056.06	\$ 28,056.06	\$ 23,500.00	\$ 23,500.00
PH 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1377	\$ 0.75	\$ 1,033.02	\$ 1.35	\$ 1,859.44	\$ 1.48	\$ 2,038.50	\$ 1.18	\$ 1,625.29	\$ 2.00	\$ 2,754.00
PH 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	727	\$ 0.75	\$ 544.99	\$ 1.35	\$ 980.99	\$ 1.48	\$ 1,075.45	\$ 1.18	\$ 857.46	\$ 2.00	\$ 1,454.00
PH 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1190	\$ 0.60	\$ 714.00	\$ 0.57	\$ 678.30	\$ 0.75	\$ 892.50	\$ 0.67	\$ 797.30	\$ 3.00	\$ 3,570.00
PH 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	68	\$ 6.00	\$ 408.00	\$ 5.75	\$ 391.00	\$ 6.25	\$ 425.00	\$ 6.80	\$ 462.40	\$ 4.00	\$ 272.00
PH 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	\$ 125.00	\$ 375.00	\$ 115.00	\$ 345.00	\$ 175.00	\$ 525.00	\$ 136.00	\$ 408.00	\$ 300.00	\$ 900.00
PH 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2	\$ 135.00	\$ 270.00	\$ 125.00	\$ 250.00	\$ 200.00	\$ 400.00	\$ 147.82	\$ 295.64	\$ 300.00	\$ 600.00
PH 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	131	\$ 5.00	\$ 655.00	\$ 4.85	\$ 635.35	\$ 6.00	\$ 786.00	\$ 5.74	\$ 751.94	\$ 4.00	\$ 524.00
PH 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	516	\$ 0.11	\$ 56.73	\$ 0.10	\$ 51.58	\$ 0.11	\$ 56.73	\$ 0.12	\$ 61.89	\$ 2.00	\$ 1,032.00
PH 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24677	\$ 0.11	\$ 2,714.47	\$ 0.10	\$ 2,467.70	\$ 0.10	\$ 2,467.70	\$ 0.12	\$ 2,961.24	\$ 2.00	\$ 49,354.00
PH 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1190	\$ 0.23	\$ 273.70	\$ 0.21	\$ 249.90	\$ 0.22	\$ 261.80	\$ 0.25	\$ 297.50	\$ 3.00	\$ 3,570.00
PH 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	68	\$ 2.00	\$ 136.00	\$ 2.00	\$ 136.00	\$ 3.00	\$ 204.00	\$ 2.37	\$ 161.16	\$ 4.00	\$ 272.00
PH 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	\$ 65.00	\$ 195.00	\$ 60.00	\$ 180.00	\$ 55.00	\$ 165.00	\$ 70.95	\$ 212.85	\$ 300.00	\$ 900.00
PH 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2	\$ 75.00	\$ 150.00	\$ 70.00	\$ 140.00	\$ 65.00	\$ 130.00	\$ 82.78	\$ 165.56	\$ 300.00	\$ 600.00
PH 1	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2215	\$ 0.11	\$ 243.65	\$ 0.10	\$ 221.50	\$ 0.11	\$ 243.65	\$ 0.12	\$ 265.80	\$ 2.00	\$ 4,430.00
PH 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	9464	\$ 0.11	\$ 1,041.04	\$ 0.10	\$ 946.40	\$ 0.11	\$ 1,041.04	\$ 0.12	\$ 1,135.68	\$ 2.00	\$ 18,928.00
PH 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	131	\$ 2.00	\$ 262.00	\$ 2.00	\$ 262.00	\$ 3.00	\$ 393.00	\$ 2.37	\$ 310.47	\$ 4.00	\$ 524.00
PH 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	516	\$ 0.30	\$ 154.73	\$ 0.29	\$ 149.57	\$ 0.34	\$ 175.36	\$ 0.34	\$ 175.36	\$ 2.00	\$ 1,032.00
PH 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24677	\$ 0.30	\$ 7,403.10	\$ 0.29	\$ 7,156.33	\$ 0.31	\$ 7,649.87	\$ 0.34	\$ 8,390.18	\$ 2.00	\$ 49,354.00
PH 1	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	2215	\$ 0.30	\$ 664.50	\$ 0.29	\$ 642.35	\$ 0.34	\$ 753.10	\$ 0.34	\$ 753.10	\$ 2.00	\$ 4,430.00
PH 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	9464	\$ 0.30	\$ 2,839.20	\$ 0.29	\$ 2,744.56	\$ 0.32	\$ 3,028.48	\$ 0.34	\$ 3,217.76	\$ 2.00	\$ 18,928.00
PH 1	672	6007	REFL PAV MRKR TY I-C	EA	60	\$ 5.00	\$ 297.50	\$ 4.70	\$ 279.65	\$ 3.75	\$ 223.13	\$ 5.56	\$ 330.82	\$ 10.08	\$ 600.00
PH 1	672	6009	REFL PAV MRKR TY II-A-A	EA	286	\$ 5.00	\$ 1,431.44	\$ 4.70	\$ 1,345.55	\$ 3.75	\$ 1,073.58	\$ 5.56	\$ 1,591.76	\$ 9.99	\$ 2,860.00
PH 1	672	6010	REFL PAV MRKR TY II-C-R	EA	26	\$ 5.00	\$ 128.94	\$ 4.70	\$ 121.20	\$ 3.75	\$ 96.70	\$ 5.56	\$ 143.38	\$ 10.08	\$ 260.00
PH 1	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	0	\$ 1.00	\$ -	\$ -	\$ -	\$ 8.00	\$ -		\$ -	\$ -	\$ -
PH 1	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	0	\$ 4.00	\$ -	\$ -	\$ -	\$ 15.00	\$ -		\$ -	\$ -	\$ -
TOTAL							\$ 736,289.87		\$ 927,678.85		\$ 911,305.77		\$ 1,039,403.03		\$ 1,065,293.94

PHASE 2 - Construction Cost Estimate
2" Overlay for Ronald Reagan - STA 138+05 To FM 3405
Williamson County

						LONE STAR		AUSTIN MATERIALS		APAC TEXAS		ANGEL BROTHERS		A STATUS CONST	
PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
PH 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	9477	\$ 1.50	\$ 14,215.50	\$ 3.75	\$ 35,538.75	\$ 3.00	\$ 28,431.00	\$ 4.47	\$ 42,362.19	\$ 9.00	\$ 85,293.00
PH 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	9477	\$ 1.50	\$ 14,215.50	\$ 0.28	\$ 2,653.56	\$ 0.15	\$ 1,421.55	\$ 0.18	\$ 1,705.86	\$ 6.00	\$ 56,862.00
PH 2	166	6001	FERTILIZER	AC	2	\$ 1,000.00	\$ 2,000.00	\$ 650.00	\$ 1,300.00	\$ 255.00	\$ 510.00	\$ 301.55	\$ 603.10	\$ 3,500.00	\$ 7,000.00
PH 2	168	6001	VEGETATIVE WATERING	MG	1175	\$ 20.00	\$ 23,500.00	\$ 28.00	\$ 32,900.00	\$ 25.00	\$ 29,375.00	\$ 37.84	\$ 44,462.00	\$ 5.00	\$ 5,875.00
PH 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	527	\$ 65.00	\$ 34,255.00	\$ 138.00	\$ 72,726.00	\$ 98.00	\$ 51,646.00	\$ 171.21	\$ 90,227.67	\$ 8.00	\$ 4,216.00
PH 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	21178	\$ 3.75	\$ 79,417.50	\$ 2.15	\$ 45,532.70	\$ 3.25	\$ 68,828.50	\$ 5.49	\$ 116,267.22	\$ 2.00	\$ 42,356.00
PH 3	341	6028	D - GR HMA TY - C PG70 - 22	TON	330	\$ 112.00	\$ 36,960.00	\$ 100.00	\$ 33,000.00	\$ 188.00	\$ 62,040.00	\$ 116.67	\$ 38,501.10	\$ 63.00	\$ 20,790.00
PH 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	6656	\$ 70.00	\$ 465,920.00	\$ 82.00	\$ 545,792.00	\$ 74.00	\$ 492,544.00	\$ 88.90	\$ 591,718.40	\$ 63.00	\$ 419,328.00
PH 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	5470	\$ 4.00	\$ 21,881.78	\$ 8.00	\$ 43,763.56	\$ 8.75	\$ 47,866.39	\$ 5.38	\$ 29,430.99	\$ 37.25	\$ 203,757.50
PH 2	354	6024	PLANE ASPH CONC PAV (2" TO 4")	SY	2000	\$ 9.00	\$ 18,000.00	\$ 4.00	\$ 8,000.00	\$ 11.00	\$ 22,000.00	\$ 6.46	\$ 12,920.00	\$ 48.00	\$ 96,000.00
PH 2	500	6001	MOBILIZATION	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 50,750.00	\$ 50,750.00	\$ 10,000.00	\$ 10,000.00	\$ 48,703.78	\$ 48,703.78	\$ 58,491.28	\$ 58,491.28
PH 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$ 1,500.00	\$ 1,500.00	\$ 50,000.00	\$ 50,000.00	\$ 17,500.00	\$ 17,500.00	\$ 28,056.06	\$ 28,056.06	\$ 23,500.00	\$ 23,500.00
PH 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1661	\$ 0.75	\$ 1,246.08	\$ 1.35	\$ 2,242.94	\$ 1.48	\$ 2,458.92	\$ 1.18	\$ 1,960.49	\$ 2.00	\$ 3,322.00
PH 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	904	\$ 0.75	\$ 677.73	\$ 1.35	\$ 1,219.92	\$ 1.48	\$ 1,337.39	\$ 1.18	\$ 1,066.30	\$ 2.00	\$ 1,808.00
PH 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	206	\$ 0.60	\$ 123.60	\$ 0.75	\$ 154.50	\$ 0.80	\$ 164.80	\$ 0.89	\$ 183.34	\$ 3.00	\$ 618.00
PH 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	437	\$ 6.00	\$ 2,622.00	\$ 4.65	\$ 2,032.05	\$ 6.25	\$ 2,731.25	\$ 5.50	\$ 2,403.50	\$ 4.00	\$ 1,748.00
PH 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	2	\$ 125.00	\$ 250.00	\$ 140.00	\$ 280.00	\$ 175.00	\$ 350.00	\$ 165.56	\$ 331.12	\$ 300.00	\$ 600.00
PH 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2	\$ 135.00	\$ 270.00	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 177.39	\$ 354.78	\$ 300.00	\$ 600.00
PH 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	190	\$ 5.00	\$ 950.00	\$ 4.60	\$ 874.00	\$ 6.00	\$ 1,140.00	\$ 5.44	\$ 1,033.60	\$ 4.00	\$ 760.00
PH 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0	\$ 0.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PH 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	27196	\$ 0.11	\$ 2,991.56	\$ 0.12	\$ 3,263.52	\$ 0.10	\$ 2,719.60	\$ 0.14	\$ 3,807.44	\$ 2.00	\$ 54,392.00
PH 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	206	\$ 0.23	\$ 47.38	\$ 0.32	\$ 65.92	\$ 0.22	\$ 45.32	\$ 0.38	\$ 78.28	\$ 3.00	\$ 618.00
PH 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	437	\$ 2.00	\$ 874.00	\$ 1.40	\$ 611.80	\$ 3.00	\$ 1,311.00	\$ 1.66	\$ 725.42	\$ 4.00	\$ 1,748.00
PH 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	2	\$ 65.00	\$ 130.00	\$ 60.00	\$ 120.00	\$ 55.00	\$ 110.00	\$ 70.96	\$ 141.92	\$ 300.00	\$ 600.00
PH 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2	\$ 75.00	\$ 150.00	\$ 70.00	\$ 140.00	\$ 65.00	\$ 130.00	\$ 82.78	\$ 165.56	\$ 300.00	\$ 600.00
PH 2	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2639	\$ 0.11	\$ 290.29	\$ 0.12	\$ 316.68	\$ 0.11	\$ 290.29	\$ 0.14	\$ 369.46	\$ 2.00	\$ 5,278.00
PH 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	11581	\$ 0.11	\$ 1,273.91	\$ 0.12	\$ 1,389.72	\$ 0.11	\$ 1,273.91	\$ 0.14	\$ 1,621.34	\$ 2.00	\$ 23,162.00
PH 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	190	\$ 2.00	\$ 380.00	\$ 1.40	\$ 266.00	\$ 3.00	\$ 570.00	\$ 1.66	\$ 315.40	\$ 4.00	\$ 760.00
PH 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0	\$ 0.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PH 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	27196	\$ 0.30	\$ 8,158.80	\$ 0.27	\$ 7,342.92	\$ 0.31	\$ 8,430.76	\$ 0.32	\$ 8,702.72	\$ 2.00	\$ 54,392.00
PH 2	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	2639	\$ 0.30	\$ 791.70	\$ 0.27	\$ 712.53	\$ 0.34	\$ 897.26	\$ 0.32	\$ 844.48	\$ 2.00	\$ 5,278.00
PH 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	11581	\$ 0.30	\$ 3,474.30	\$ 0.27	\$ 3,126.87	\$ 0.32	\$ 3,705.92	\$ 0.32	\$ 3,705.92	\$ 2.00	\$ 23,162.00
PH 2	672	6007	REFL PAV MRKR TY I-C	EA	10	\$ 5.00	\$ 51.50	\$ 6.00	\$ 61.80	\$ 3.75	\$ 38.63	\$ 7.10	\$ 73.13	\$ 9.71	\$ 100.00
PH 2	672	6009	REFL PAV MRKR TY II-A-A	EA	361	\$ 5.00	\$ 1,802.56	\$ 4.50	\$ 1,622.31	\$ 3.75	\$ 1,351.92	\$ 5.32	\$ 1,917.93	\$ 10.01	\$ 3,610.00
PH 2	672	6010	REFL PAV MRKR TY II-C-R	EA	0	\$ 5.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PH 2	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	5318	\$ 1.00	\$ 5,318.00	\$ 1.00	\$ 5,318.00	\$ 0.70	\$ 3,722.60	\$ 1.18	\$ 6,275.24	\$ 4.00	\$ 21,272.00
PH 2	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	84	\$ 4.00	\$ 336.00	\$ 4.30	\$ 361.20	\$ 5.00	\$ 420.00	\$ 5.09	\$ 427.56	\$ 5.00	\$ 420.00
TOTAL							\$ 751,574.69		\$ 953,779.23		\$ 865,762.01		\$ 1,081,463.30		\$ 1,228,316.78



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Lone Star Paving ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the Invitation for Bid Solicitation #1607-101, Milling and Overlay for Ronald Reagan Blvd Phase I and Phase II; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of (One Million Four Hundred Eighty-Seven Thousand Eight Hundred Sixty-Two Dollars and Seventy-Six Cents) (\$1,487,862.76) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the Invitation for Bid Solicitation #1607-101, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of

Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day (\$200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the

ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements

of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be

authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:	\$1,000,000	
d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):		
COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	
e. Builder's Risk Insurance		

(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify

Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance

requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising

Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

CONTRACTOR:

Lone Star Paving

By:  _____

Printed Name: BEN CARROLL

Title: VICE PRESIDENT

Date: _____

Date: 8/12/16

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____
Fax _____

Contractor's Designated Representative:

ALLEN KNOX

Phone 512-831-2393
Fax _____

Commissioners Court - Regular Session**40.****Meeting Date:** 08/23/2016

2015 Storage Tank Pollution Proposal; Annual Insurance Renewal FY17

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 extending annual policy for Third Party Liability, Corrective Action and Clean-up Costs for the Storage Tank Pollution with Commerce And Industry Insurance Company for Fleet Services.

Background

This reoccurring annual policy is required for three underground storage tanks.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPolicy

Form Review**Inbox**

Purchasing (Originator)

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 08/18/2016

Reviewed By

Kerstin Hancock

Kerstin Hancock

Wendy Coco

Date

08/18/2016 07:47 AM

08/18/2016 07:47 AM

08/18/2016 09:45 AM

Started On: 08/15/2016 10:27 AM



**Storage Tank Third Party Liability
TankGuard® Renewal Warranty**

NAMED INSURED: Williamson County

INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: PLC000168373

POLICY PERIOD: 12/18/16 - 12/18/17

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IS THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☒ \$1 million/\$1 million ☐ \$1 million/\$2 million ☐ \$2 million/\$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ \$5,000 ☒ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



Renewal Warranty Acknowledgement

☒ APPLICANT: _____
(Signature)
Williamson County

APPLICANT: _____
(Print Name)

☒ DATE: _____

BROKER: JI Special Risks Insurance Agency,
Inc. _____
(Firm)
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-
(Street Mailing Address)
Ms. Sheila Ferrell
~~Karen Lightbown~~
(Contact Person)
512-427-2487
(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)

1575
(License Number and State)

7742538186
(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully complete renewal application within thirty (30) days of the policy expiration date. Please visit our website www.chamberagent.com to download the application.

Commissioners Court - Regular Session**41.****Meeting Date:** 08/23/2016

Award Bid 1606-098, Lease 227 Acres Agricultural Land at Blackland County Park

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 awarding Bid 1606 098, Lease 227 Acres Agricultural Land at Blackland County Park to the best, highest bidder, Mr. Ross Emory Stromberg, Jr. for a total annual lease amount of \$20,500.00.

Background

The Williamson County Parks Department evaluated the respondents submitting the highest rent amount to ensure receipt of all necessary completed forms and required information. Mr. Ross Emory Stromberg Jr. met the stated minimum requirements with his submission and was the best, highest bidder with a total annual lease amount of \$20,500.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Recommendation Letter](#)[Bidsync Bid Tabulation](#)[Bid Tab](#)[Lease Contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 09:45 AM

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



OFFICE MEMORANDUM

Date: August 15, 2016

COORDINATION — ROUTING

Div.	Name	Initial	Date
PARKS			

To: Ms. Jewell Walker, Purchasing Agent III

From: Randy Bell, Parks Director *Randy Bell*

Subject: Lease 227 Acres agricultural land located east of Jonah, TX
Blackland Heritage County Park

Re: Invitation for Bids
Number: 1606-98

Return To:

On August 3, 2016 at 3:30 PM, Purchasing Department staff opened two (2) proposals that were submitted in response to the Invitation for Bids to lease acreage for Agricultural Crop production on approximately 227 acres of Blackland Heritage County Park (located off of State Highway 29, near Jonah, Texas.)

Respondents were asked to submit: a monetary annual rental amount per acre; three (3) references; any disclosure of any existing or potential conflict of interest; and a Williamson County Conflict of Interest Statement.

The Williamson County Parks Department evaluated the respondent submitting the highest rent amount to ensure receipt of all necessary completed forms and required information. Mr. Ross Emory Stromberg Jr. met the stated minimum requirements with his submission.

The following individuals submitted monetary rental amounts with their bids, and are ranked accordingly:

<u>Name</u>	<u>Annual Rent during Initial Term</u>	<u>Ranking</u>
Ross Emory Stromberg, Jr.	\$20,500.00	1
Dennis L. Davidson	\$11,577.00	2

After reference checks and consideration of all related information, the Parks Department recommends contract award and Farm Lease to Mr. Ross Emory Stromberg, Jr. the overall highest bidder.

Thank you for your assistance with this Invitation for Bids.


Bid #1606-098 - Lease 227 Acres Agricultural Land at Blackland Heritage County Park

Creation Date **Jun 23, 2016**

End Date **Aug 3, 2016 3:30:00 PM CDT**

Start Date **Jul 12, 2016 11:51:00 AM CDT**

Awarded Date **Not Yet Awarded**

1606-098--01-01 ATTACH ALL DOCUMENTS HERE					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Davidson Brothers	 First Offer - \$51.00	1 / acre	\$51.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Emory Stromberg Farms	First Offer - \$90.30	1 / acre	\$90.30	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

Davidson Brothers		\$51.00
Bid Contact Dennis L Davidson Ph 512-818-1206 Fax 512-868-2938	Address 481 CR 106 Georgetown, TX 78626	
Agency Notes:		Supplier Notes:
Emory Stromberg Farms		\$90.30
Bid Contact Emory Stromberg esfarm@icloud.com Ph 512-914-2826	Address TAYLOR, TX 76574	
Bid Notes offering \$90.30/acre for an annual total of 227 Acres @ \$20,500		
Agency Notes:		Supplier Notes: offering \$90.30/acre for an annual total of 227 Acres @ \$20,500

****** 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.

WILLIAMSON COUNTY
BID TABULATION

Lease 227 Acres Agricultural Land at Blackland County Park

August 3, 2016, 3:30pm
BID NUMBER: 1606-098

Williamson County Representatives Present: 
Jayme Jasso

NAME OF BIDDER	BID AMOUNT
1. Emory Stromberg Farms	\$90.30/AC
2. Davidson Bros.	\$51.00/AC
3.	
4.	
5.	
6.	
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FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Ross E. Stromberg, Jr., hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: LEASE TERM; EXTENSION TERM(S)

A. Initial Term. The Initial Term of the Lease shall be two (2) years and will commence on October 1, 2016 and will terminate on September 30, 2018, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

B. Extension Term(s). On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Lessor, acting by and through the Williamson County Commissioners Court, reserves the right, at its sole discretion, to extend the Lease for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Lease. The Extension Term, if any, shall begin on the expiration of the Initial Term or the then current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of this Lease shall apply to any such Extension Term(s). The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

ARTICLE 2: RENT; PAYMENT OF RENT

A. Annual Rent During Initial Term. Lessee agrees to pay to Lessor annually as rent for the Premises during the Initial Term the annual sum of \$ 70500 (approximately 227 acres at \$ 90.30 per acre).

B. Rent Adjustment For Extension Term(s). Following the Initial Term, the annual rent for each Extension Term will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31st and the second installment being due on or before September 30th.

D. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have

farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the Premises and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .

B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE PREMISES OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: BREACHES BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in breach and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any breach, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the breach is cured, without being liable for damages.

ARTICLE 11: BREACHES BY LESSOR

Breaches by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its breach within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease by Lessee for convenience and without cause, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all remaining rental amounts that may be due hereunder for the Lease period in which Lessee terminates in. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of the Lease Period in which Lessor terminates in.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any breach by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY

CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: SOIL TEST

During the last month of the First Lease Period of the Lease Term, the Williamson County Parks Department may, at its discretion, obtain a Soil Test. The

results of a Soil Test will be discussed with Lessee and Lessee must employ necessary agronomic and conservation techniques to improve the Premises. In the event Lessee fails to employ necessary agronomic and conservation techniques to improve the Premises, such failure will constitute a breach hereunder and Lessor may exercise its rights under Article 10. Furthermore, any failure of Lessee to employ necessary agronomic and conservation techniques to improve the Premises will, to the extent allowed by law, be considered by Lessor in relation to any future lease offerings of the Premises should Lessee submit a bid, proposal or offer to lease the Premises.

ARTICLE 20: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Judge (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

With copy to: Williamson County Parks & Recreation Department
ATTN: Parks Director
219 Perry Mayfield
Leander, TX 78641

LESSEE: At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____

Printed Name: Ross Emory Stromberg Jr.

Title: _____

Address:

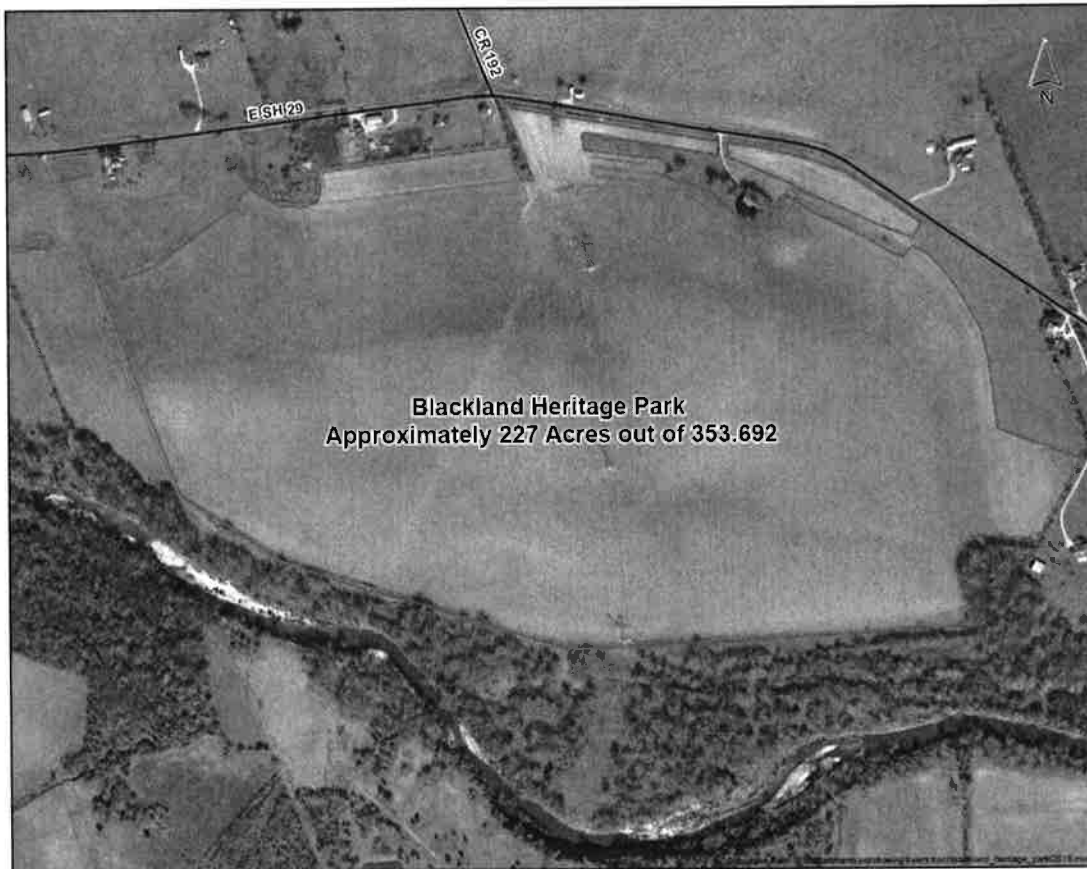
121 County Road 368
Taylor Texas 76574

Telephone: (512) 914 2826

Fax: (512) _____

Exhibit "A"

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the "Premises", is further depicted in the aerial photograph below.



Commissioners Court - Regular Session**42.****Meeting Date:** 08/23/2016

Extend Mal Practice Insurance Contract

Submitted For: Max Bricka**Submitted By:** Sydney Richardson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Mal-Practice Insurance, Quote 1509-009, for the same pricing, terms and conditions as the existing Contract for the term of October 1, 2016 - September 30, 2017, with Extraco Banks.

Background

This is the first extension of three (3) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Renewal Form](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:39 AM

Started On: 08/17/2016 08:23 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	Department:	EMS
Vendor Name:	Extraco Banks		
Vendor Address:	P.O. Box 6101, Temple, Texas 76503-6101		
Purpose/Intended Use of Product or Service (summary):			
Mal-Practice Insurance			
P.O./Contract Number:	1509-009	Effective Date:	10/01/2016
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	09/30/2017
Requested By:	Kenny Schnell, Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Williamson County wishes to extend this bid for the same pricing, terms and conditions as the existing contract.Extend Contract for the first (1st) of three (3) one (1) year renewal option periods:			
Renewal Option Period 1		October 1, 2016 – September 30, 2017	
Initial Contract Period		October 1, 2015 – September 30, 2016	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	<u>Extraco Banks</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Steve Cowan</u>	Dan A. Gattis	
Title	<u>Vice President</u>	Williamson County Judge	
Signature	<u>[Signature]</u>	Signature _____	
Date	<u>8/4/2016</u>	Date _____	



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

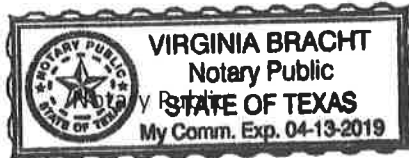
I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	1509-009
Contract Name:	Mal-Practice Insurance
Printed Name of Person Submitting Affidavit:	Steve Cowan
Name of Company:	Extraco Banks
Date:	August 4, 2016
Signature of Person Submitting Affidavit:	<i>Steve Cowan</i>

On this, the 4th day of August, 2016, before me a notary public, the undersigned officer, personally appeared Steve Cowan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Virginia Bracht

Commissioners Court - Regular Session**43.****Meeting Date:** 08/23/2016

Extend Metal Beam Guard Fence Contract

Submitted For: Max Bricka**Submitted By:** Sydney Richardson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Metal Beam Guard Fence, Contract 1507-002, for the same pricing, terms and conditions as the existing Contract, but with the addition of an updated Work Plan (Attachment A) to include two additional road locations as well as On-Call Services for five additional roads, for the term of September 8, 2016 - September 7, 2017 with RHB Construction.

Background

This is the first extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRenewal FormForm 1295

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:39 AM

Started On: 08/17/2016 08:27 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Metal Beam Guard Fence			
P.O./Contract Number:	1507-002	Effective Date:	09/08/2016
Purchaser/Contract Specialist:	Max Bricka	Expiration Date:	09/07/2017
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing Contract. Please see the new Work Plan, labeled Attachment A, which includes two additional locations for the Work to be completed as well as On-Call Services for five additional roads. The Work will begin at a time specified by the County by written notice and must be completed within eighty(80) days of said notice. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. Extend Contract for the 1st of two (2), one (1) year renewal option periods: 			
Renewal Option Period 1		September 8, 2016 – September 7, 2017	
Initial Contract Period		September 8, 2015 – September 7, 2016	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>RHB Construction</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Tracey Hummel</u>	Dan A. Gattis		
Title <u>president</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>08-15-2016</u>	Date _____		



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

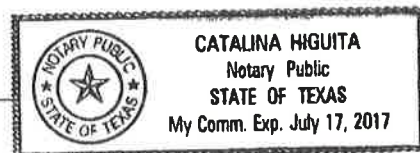
Contract Number:	1507-002
Contract Name:	Metal Beam Guard Fence
Printed Name of Person Submitting Affidavit:	<i>Tracey Hummel</i>
Name of Company:	RHB Construction
Date:	<i>August 15, 2016</i>
Signature of Person Submitting Affidavit:	

On this, the 15 day of August, 2016, before me a notary public, the undersigned officer, personally appeared Tracey Hummel known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

Catalina Higuera



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

Certificate Number:
2016-99411

Date Filed:
08/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RHB
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1507-002
Metal Beam Guard Fence

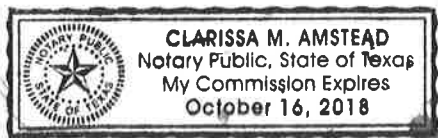
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Tracey Hummer
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tracey Hummer, this the 16th day of August, 2016, to certify which, witness my hand and seal of office.

Clarissa M. Amstead
Signature of officer administering oath

CLARISSA AMSTEAD
Printed name of officer administering oath

Financial Service Rep
Title of officer administering oath

Commissioners Court - Regular Session**44.****Meeting Date:** 08/23/2016

Approve purchase of precast box culverts per Buyboard Contract 462-14

Submitted For: Max Bricka**Submitted By:** Jewel Walker, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase of precast box culverts per Buyboard Contract 462 14 between Williamson County Road and Bridge and Fiquay for a total purchase amount of \$84,274.00.

Background

Williamson County Road and Bridge requires purchase of 300 4'x3' precast box culverts and 200 6'x3' precast box culverts pipe material to support Williamson County Road 240. Per the quote from Fuquay, the total purchase amount is \$84,274.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vendor Quote per Buyboard Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 12:09 PM

Started On: 08/18/2016 07:36 AM

FUQUAY, INC.

P O Box 10327 Austin, Texas 78766

Phone (512) 260-9899 Fax (512) 260-9009

www.fuquay.com

DATE: August 11, 2016

Page 1 of 1

PROJECT: Williamson County Co. Road 240 Box Culvert Pipe Material Quote (Revision #1)

CONTRACT # 462-14

STORM STRUCTURES

Item	Quantity	Unit	Description	Unit Price	Amount
1	300	LF	4' x 3' Precast Box Culvert per ASTM C1577 Standards. Supplied in 8', approx. 5.2 tons/section.	\$137.36	\$41,208.00
2	200	LF	6' x 3' Precast Box Culvert per ASTM C1577 Standards. Supplied in 8', approx. 8.17 tons/section.	\$215.33	\$43,066.00
TOTAL STORM STRUCTURES:					\$84,274.00

Note(s): 1. All custom product is non-refundable and subject to invoice and a storage fee 60 days after manufacture.

Custom product attempted to be returned is subject to additional disposal and freight fees. All returned stock items are subject to a 35% restocking charge in addition to any incurred return freight. Minimum charge \$200. All quotes are based upon full truckload quantities; deliveries less than full truckload quantities are subject to additional freight charges. All orders include initial requisite engineering and drafting support based upon details provided by the customer. Any changes to the project after initial submittals, are subject to additional engineering charges. All quotes are based upon standard market production availability. Expedited orders will be subject to additional rush order charges.

These prices are intended to be an estimate only for the materials listed above and may be subject to change. This estimate does not include any exterior or interior coatings. This estimate reflects holding 1' below finished grade on manholes to allow for the ring and cover and any grade rings necessary. Rings and covers are priced separately. RCP is bid as Tongue and Groove with Ram-Nek sealant unless otherwise specified above.

2. The unloading of box culverts to be performed by the buyer.

Subject to State, County & Local Taxes.

F.O.B.: Jobsite.

Above prices based on truckload quantities.

Terms: Net 30

TERMS AND CONDITIONS OF SALE

Any sale of goods is subject to the Limited Warranty and Remedies set forth below and Fuquay's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

Respectfully Submitted,

Fuquay, Inc.

Company

Luriel Washington

Accepted by:

Williamson County

Company

Name & Title

Date

Commissioners Court - Regular Session**45.****Meeting Date:** 08/23/2016

Debt Service Fund Line Item Transfer 08-23-2016

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

Information**Agenda Item**

Discuss and consider approving a line item transfer for the Debt Service Fund:

Background

To recognize the proceeds and the associated expenditures for 2016 Limited Tax Refunding.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006621	06 Unlimited Tax Refunding-Int	\$4,196.91
To	0600.0600.004098	Pmt to Refunding Escrow Agent	\$2,623.66
To	0600.0600.006638	14 Limited Park Bonds-Int	\$1,573.25

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 02:43 PM

Commissioners Court - Regular Session**46.****Meeting Date:** 08/23/2016

Debt Service Fund Budget Amendment 08-23-2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for the Debt Service Fund:

Background

To recognize the proceeds and the associated expenditures for the 2016 Limited Tax Refunding.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0000.370400	Proceeds fm Bond/CO Issuances	\$37,980,000.00
	0600.0000.370401	Premium fm Bond/CO Issuances	\$6,616,600.65

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 02:29 PM

Commissioners Court - Regular Session**47.****Meeting Date:** 08/23/2016

Debt Service Fund Budget Amendment 08-23-2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Debt Service Fund:

Background

To recognize the proceeds and the associated expenditures for the 2016 Limited Tax Refunding.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.004098	Pymt to Refunding Escrow Agent	\$44,134,898.33
	0600.0600.004099	Bond Issuance Cost	\$461,702.32

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 02:35 PM

Commissioners Court - Regular Session**48.****Meeting Date:** 08/23/2016

Parks Donations BA 8-23-2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Background

Donations include \$350.00 for the memorial tree program and \$16.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$366.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 01:49 PM

Commissioners Court - Regular Session**49.****Meeting Date:** 08/23/2016

Parks Donations BA 8-23-2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledge additional expenditures for Park Donations:

Background

Donations include \$350.00 for the memorial tree program and \$16.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$366.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 02:06 PM

Commissioners Court - Regular Session**50.****Meeting Date:** 08/23/2016

SO Donations BA 08-23-2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Sheriff's Office Donations:

Background

Donations include \$452.31 from the G21 Car and Bike Show.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$452.31

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 02:14 PM

Commissioners Court - Regular Session**51.****Meeting Date:** 08/23/2016

SO Donations BA 08-23-2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Use of Victim's Assistance Donations:

Background

Donations include \$452.31 from the G21 Car and Bike Show.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	V.A. Donations	\$452.31

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/17/2016

Reviewed By

Wendy Coco

Date

08/17/2016 11:38 AM

Started On: 08/16/2016 02:17 PM

Commissioners Court - Regular Session**52.****Meeting Date:** 08/23/2016

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:21 AM

Started On: 08/18/2016 10:20 AM

Commissioners Court - Regular Session**53.****Meeting Date:** 08/23/2016

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.
- v) Discuss the acquisition of easement interests for CR 351.

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/18/2016

Reviewed By

Wendy Coco

Date

08/18/2016 10:21 AM

Started On: 08/18/2016 10:18 AM